

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING C-9	PAGE OF PAGES 1 134
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2. CONTRACT (Proc. Inst. Ident.) NO. HT9402-14-D-0002	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY CODE HT9402 DEPARTMENT OF DEFENSE DEFENSE HEALTH AGENCY COD-AB 16401 E CENTRETECH PARKWAY AURORA CO 80011-9066 DWIGHT BONHAM	6. ADMINISTERED BY (If other than Item 5) CODE HT9402 DEPARTMENT OF DEFENSE DEFENSE HEALTH AGENCY COD-AB 16401 E CENTRETECH PARKWAY AURORA CO 80011-9066
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) EXPRESS SCRIPTS INC ATTN NANCY GILBRIDE 1 EXPRESS WAY SAINT LOUIS MO 631211824	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G

11. SHIP TO/MARK FOR CODE 1WPW1 FACILITY CODE Multiple Destinations	12. PAYMENT WILL BE MADE BY CODE HT9402 DEFENSE HEALTH AGENCY DEFENSE HEALTH AGENCY-AURORA 16401 E CENTRETECH PARKWAY AURORA CO 80011-9066
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$5,364,684,318.00**

16. TABLE OF CONTENTS

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

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>0</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>HT9402-13-R-0001</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER Bruce Mitterer bruce.a.mitterer.civ@mail.mil	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY (Signature of person authorized to sign)			BY (Signature of the Contracting Officer)		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
2 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>				
0001	Contract Phase-In, TRICARE Type: Firm Fixed Price Obligated Amount: (b)(4) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	0.00
0002	Government Directed Mailings Type: Requirements Est Qty: 250,000 Obligated Amount: (b)(4) Product/Service Code: Q201 Funded: \$0.00	250000	EA	(b)(4)	0.00
0003	Contract Data Requirements List (CDRLs) Exhibit A Type: Firm Fixed Price Obligated Amount: (b)(4) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	0.00
1001	Retail Network Claims, Electronic, TRICARE Only-Eligible Continued ...	40700000	EA	(b)(4)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
3 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Type: Requirements Est Qty: 40,700,000 Product/Service Code: Q201			
100101	DoD Funds, FY15 Obligated Amount: \$0.00 ACRN: AA Funded: \$0.00			
100102	DoD Funds, FY16 Obligated Amount: \$0.00 ACRN: AB Funded: \$0.00			
1002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 32,000,000 Product/Service Code: Q201	32000000 EA	(b)(4)	0.00
100201	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00			
100202	MERHCF, FY16 Obligated Amount: \$0.00 ACRN: AK Funded: \$0.00			
1003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 560,000 Product/Service Code: Q201	560000 EA	(b)(4)	0.00
100301	DoD Funds, FY15 Obligated Amount: \$0.00 ACRN: AA Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
4 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
100302	DoD Funds, FY16 Obligated Amount: \$0.00 ACRN: AB Funded: \$0.00				
1004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 440,000 Product/Service Code: Q201	440000	EA	(b)(4)	0.00
100401	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00				
100402	MERHCF, FY16 Obligated Amount: \$0.00 ACRN: AK Funded: \$0.00				
1005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 58,000,000 Product/Service Code: Q201 Funded: \$0.00	58000000	EA	(b)(4)	0.00
100501	DoD Funds, FY15 Obligated Amount: \$0.00 ACRN: AA Funded: \$0.00				
100502	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00				
100503	DoD Funds, FY16 Obligated Amount: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
5 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ACRN: AB Funded: \$0.00				
100504	MERHCF, FY16 Obligated Amount: \$0.00				
	ACRN: AK Funded: \$0.00				
1006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible, Type: Requirements Est Qty: 10,400,000 Product/Service Code: Q201	10400000	EA	(b)(4)	0.00
	Funded: \$0.00				
100601	DoD Funds, FY15 Obligated Amount: \$0.00				
	ACRN: AA Funded: \$0.00				
100602	DoD Funds, FY16 Obligated Amount: \$0.00				
	ACRN: AB Funded: \$0.00				
1007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 13,230,000 Product/Service Code: Q201	13230000	EA	(b)(4)	0.00
	Funded: \$0.00				
100701	MERHCF, FY15 Obligated Amount: \$0.00				
	ACRN: AJ Funded: \$0.00				
100702	MERHCF, FY16 Obligated Amount: \$0.00				
	ACRN: AK Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
6 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
1008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 23,500 Product/Service Code: Q201	23500	EA	(b)(4)	0.00
	Funded: \$0.00				
100801	DoD Funds, FY15 Obligated Amount: \$0.00 ACRN: AA Funded: \$0.00				
100802	DoD Funds, FY16 Obligated Amount: \$0.00 ACRN: AB Funded: \$0.00				
1009	Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 18,500 Product/Service Code: Q201	18500	EA	(b)(4)	0.00
	Funded: \$0.00				
100901	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00				
100902	MERHCF, FY16 Obligated Amount: \$0.00 ACRN: AK Funded: \$0.00				
1010	Mail Order Unreplenished Agents Type: Firm Fixed Price Obligated Amount: (b)(4) Product/Service Code: Q201	1	LT	(b)(4)	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
7 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
1011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 168,000 Product/Service Code: Q201	168000 EA		0.00
	Funded: \$0.00			
101101	DoD Funds, FY15 Obligated Amount: \$0.00 ACRN: AA Funded: \$0.00			
101102	DoD Funds, FY16 Obligated Amount: \$0.00 ACRN: AB Funded: \$0.00			
1012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 132,000 Product/Service Code: Q201	132000 EA		0.00
	Funded: \$0.00			
101201	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00			
101202	MERHCF, FY16 Obligated Amount: \$0.00 ACRN: AK Funded: \$0.00			
1013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 Obligated Amount: (b)(4) Product/Service Code: Q201 Continued ...	5000000 EA	(b)(4)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
8 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
101301	DoD Funds, FY15 Obligated Amount: \$0.00				
101302	DoD Funds, FY16 Obligated Amount: \$0.00				
1014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 Obligated Amount: (b)(4) Product/Service Code: Q201	1000000	EA		0.00
	Funded: \$0.00				
101401	DoD Funds, FY15 Obligated Amount: \$0.00				
101402	DoD Funds, FY16 Obligated Amount: \$0.00				
1015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price Obligated Amount: Product/Service Code: Q201	1	LT		0.00
	Funded: \$0.00				
1016	Retail Network Cost Control Incentive (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	NSP
	Funded: \$0.00				
1017	Incentive for Savings on High Cost Medications (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	NSP
	Funded: \$0.00				
1018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Continued ...	392000	EA	(b)(4)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
9 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Est Qty: 392,000 Product/Service Code: Q201				
	Funded: \$0.00				
101801	DoD Funds, FY15 Obligated Amount: \$0.00				
	ACRN: AA Funded: \$0.00				
101802	DoD Funds, FY16 Obligated Amount: \$0.00				
	ACRN: AB Funded: \$0.00				
1019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est. Qty: 308,000 Product/Service Code: Q201	308000	EA		0.00
	Funded: \$0.00				
101901	MERHCF, FY15 Obligated Amount: \$0.00				
	ACRN: AJ Funded: \$0.00				
101902	MERHCF, FY16 Obligated Amount: \$0.00				
	ACRN: AK Funded: \$0.00				
1020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 44,800 Product/Service Code: Q201	44800	EA	(b)(4)	0.00
	Funded: \$0.00				
102001	DoD Funds, FY15 Obligated Amount: \$0.00				
	ACRN: AA Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
10 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
102002	DoD Funds, FY16 Obligated Amount: \$0.00 ACRN: AB Funded: \$0.00				
1021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 35,200 Product/Service Code: Q201 Funded: \$0.00	35200	EA	(b)(4)	0.00
102101	MERHCF, FY15 Obligated Amount: \$0.00 ACRN: AJ Funded: \$0.00				
102102	MERHCF, FY16 Obligated Amount: \$0.00 ACRN: AK Funded: \$0.00				
1022	Contract Phase-Out to Non-Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	
1023	Contract Phase-Out To Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	
2001	Retail Network Claims, Electronic, TRICARE Only-Eligible Type: Requirements Est Qty: 41,500,000 (Option Line Item) Product/Service Code: Q201 Continued ...	41500000	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
11 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
200101	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00			
200102	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00			
2002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 32,600,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	32600000 EA	(b)(4)	(b)(4)
200201	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00			
200202	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00			
2003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 532,000 (Option Line Item) Product/Service Code: Q201 Continued ...	532000 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
12 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
200301	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00			
200302	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00			
2004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 418,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	418000 EA	(b)(4)	(b)(4)
200401	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00			
200402	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00			
2005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 61,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	61000000 EA	(b)(4)	(b)(4)
200501	DoD Funds, FY16 Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
13 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00				
200502	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00				
200503	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
200504	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
2006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 14,550,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	14550000	EA	(b)(4)	(b)(4)
200601	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00				
200602	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
14 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
2007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 10,900,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	10900000 EA	(b)(4)	(b)(4)
200701	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00			
200702	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00			
2008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 24,700 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	24700 EA	(b)(4)	(b)(4)
200801	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00			
200802	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00			
2009	Mail Order Pharmacy, Specialty Clinical Svcs, Continued ...	19400 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
15 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Medicare Dual-Eligible Type: Requirements Est Qty: 19,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00				
200901	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00				
200902	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
2010	Mail Order Unreplenished Agents Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
2011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 185,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	185000	EA	(b)(4)	
201101	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AB Funded: \$0.00				
201102	DoD Funds, FY17 Obligated Amount: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
16 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) ACRN: AC Funded: \$0.00				
2012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 145,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	145000	EA	(b)(4)	(b)(4)
201201	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00				
201202	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
2013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	5000000	EA	(b)(4)	(b)(4)
201301	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item)				
201302	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)				
2014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 (Option Line Item) Continued ...	1000000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
17 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: Q201				
	Funded: \$0.00				
201401	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item)				
201402	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)				
2015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
2016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	0.00
	Funded: \$0.00				
2017	Incentive for Savings on High Cost Medications (Option Line Item) (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	0.00
	Funded: \$0.00				
2018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Est Qty: 384,000 (Option Line Item) Product/Service Code: Q201	384000	EA	(b)(4)	
	Funded: \$0.00				
201801	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
18 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B) (C)	QUANTITY UNIT (D) (E)	UNIT PRICE (F)	AMOUNT
	ACRN: AB Funded: \$0.00			
201802	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AC Funded: \$0.00			
2019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 302,000 (Option Line Item) Product/Service Code: Q201	302000 EA	(b)(4)	
	Funded: \$0.00			
201901	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AK Funded: \$0.00			
201902	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AL Funded: \$0.00			
2020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 47,000 (Option Line Item) Product/Service Code: Q201	47000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
202001	DoD Funds, FY16 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AB Funded: \$0.00			
	Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
19 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
202002	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
2021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 37,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	37000	EA	(b)(4)	(b)(4)
202101	MERHCF, FY16 Obligated Amount: \$0.00 (Option Line Item) ACRN: AK Funded: \$0.00				
202102	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
2022	Contract Phase-Out To Non-Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
2023	Contract Phase-Out To Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
3001	Retail Network Claims, Electronic, TRICARE Only-Eligible Type: Requirements Est Qty: 42,300,000 Continued ...	42300000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
20 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Product/Service Code: Q201			
	Funded: \$0.00			
300101	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AC Funded: \$0.00			
300102	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AD Funded: \$0.00			
3002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 33,300,000 (Option Line Item) Product/Service Code: Q201	33300000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
300201	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AL Funded: \$0.00			
300202	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AM Funded: \$0.00			
3003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 505,500 (Option Line Item) Product/Service Code: Q201 Continued ...	505500 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
21 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
300301	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
300302	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
3004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 397,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	397000	EA	(b)(4)	(b)(4)
300401	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
300402	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
3005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 64,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00 Continued ...	64000000	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
22 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
300501	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
300502	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
300503	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
300504	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
3006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 15,300,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	15300000	EA	(b)(4)	
300601	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
300602	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
23 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ACRN: AD Funded: \$0.00				
3007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 11,500,000 (Option Line Item) Product/Service Code: Q201	11500000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
300701	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AL Funded: \$0.00				
300702	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AM Funded: \$0.00				
3008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 25,900 (Option Line Item) Product/Service Code: Q201	25900	EA		(b)(4)
	Funded: \$0.00				
300801	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AC Funded: \$0.00				
300802	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AD Funded: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
24 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3009	Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 20,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	20400	EA	(b)(4)	(b)(4)
300901	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
300902	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
3010	Mail Order Unreplenished Agents Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
3011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 203,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	203000	EA	(b)(4)	(b)(4)
301101	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
25 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
301102	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00			
3012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 160,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	160000 EA	(b)(4)	(b)(4)
301201	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00			
301202	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00			
3013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	5000000 EA	(b)(4)	(b)(4)
301301	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)			
301302	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)			
3014	Government Directed Mailings Continued ...	1000000 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
26 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Type: Requirements Est Qty: 1,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00				
301401	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item)				
301402	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)				
3015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
3016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
3017	Incentive for Savings on High Cost Medications (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
3018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Est Qty: 376,500 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00 Continued ...	376500	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
27 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
301801	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AC Funded: \$0.00				
301802	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
3019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 295,800 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	295800	EA	(b)(4)	(b)(4)
301901	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item) ACRN: AL Funded: \$0.00				
301902	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
3020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 49,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	49400	EA	(b)(4)	(b)(4)
302001	DoD Funds, FY17 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
28 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ACRN: AC Funded: \$0.00				
302002	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AD Funded: \$0.00				
3021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 38,800 (Option Line Item) Product/Service Code: Q201	38800	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
302101	MERHCF, FY17 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AL Funded: \$0.00				
302102	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AM Funded: \$0.00				
3022	Contract Phase-Out To Non-Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
3023	Contract Phase-Out To Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
4001	Retail Network Claims, Electronic, Continued ...	43175000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
29 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TRICARE Only-Eligible Type: Requirements Est Qty: 43,175,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00				
400101	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
400102	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
4002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 36,585,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	36585000	EA	(b)(4)	(b)(4)
400201	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
400202	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
4003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Continued ...	480000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
30 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Est Qty: 480,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00			
400301	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00			
400302	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00			
4004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 377,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	377400 EA	(b)(4)	(b)(4)
400401	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00			
400402	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00			
4005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 67,000,000 (Option Line Item) Product/Service Code: Q201 Continued ...	67000000 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
31 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
400501	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00			
400502	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00			
400503	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00			
400504	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00			
4006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 16,040,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	16040000 EA	(b)(4)	(b)(4)
400601	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00			
400602	DoD Funds, FY19 Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
32 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
4007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 10,300,000 (Option Line Item) Product/Service Code: Q201	10300000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
400701	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
400702	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
4008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible, Type: Requirements Est Qty: 27,200 (Option Line Item) Product/Service Code: Q201	27200	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
400801	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
400802	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
33 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ACRN: AE Funded: \$0.00				
4009	Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 21400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	21400	EA	(b)(4)	(b)(4)
400901	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
400902	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
4010	Mail Order Unreplenished Agents, Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
4011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 223,600 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	223600	EA	(b)(4)	(b)(4)
401101	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
34 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B) (C)	QUANTITY UNIT (D) (E)	UNIT PRICE (F)	AMOUNT
	ACRN: AD Funded: \$0.00			
401102	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AE Funded: \$0.00			
4012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 175,700 (Option Line Item) Product/Service Code: Q201	175700 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
401201	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AM Funded: \$0.00			
401202	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AN Funded: \$0.00			
4013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 (Option Line Item) Product/Service Code: Q201	5000000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
401301	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)			
401302	DoD Funds, FY19 Obligated Amount: \$0.00 Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
35 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
4014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1000000	EA	(b)(4)	(b)(4)
401401	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item)				
401402	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item)				
4015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
4016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
4017	Incentive for Savings on High Cost Medications (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
4018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Est Qty: 339,000 (Option Line Item) Product/Service Code: Q201 Continued ...	339000	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
36 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
401801	DoD Funds, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
401802	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
4019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 266,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	266000	EA	(b)(4)	(b)(4)
401901	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
401902	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
4020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 51,900 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	51900	EA	(b)(4)	(b)(4)
402001	DoD Funds, FY18 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
37 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 (Option Line Item) ACRN: AD Funded: \$0.00				
402002	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
4021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 40,750 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	40750	EA	(b)(4)	(b)(4)
402101	MERHCF, FY18 Obligated Amount: \$0.00 (Option Line Item) ACRN: AM Funded: \$0.00				
402102	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
4022	Contract Phase-Out To Non-Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
4023	Contract Phase-Out To Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Continued ...	1	LT	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
38 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
5001	Retail Network Claims, Electronic, TRICARE Only-Eligible Type: Requirements Est Qty: 44,050,000 (Option Line Item) Product/Service Code: Q201	44050000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
500101	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00			
500102	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00			
5002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 37,300,000 (Option Line Item) Product/Service Code: Q201	37300000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
500201	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00			
500202	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00			
	Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
39 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
5003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 456,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	456000	EA	(b)(4)	(b)(4)
500301	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
500302	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
5004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 358,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	358400	EA	(b)(4)	(b)(4)
500401	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
500402	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
5005	MTF Prescriptions, Adjudication Services Type: Requirements Continued ...	70400000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
40 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Est Qty: 70,400,000 (Option Line Item) Product/Service Code: Q201			
	Funded: \$0.00			
500501	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AE Funded: \$0.00			
500502	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AN Funded: \$0.00			
500503	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AF Funded: \$0.00			
500504	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AP Funded: \$0.00			
5006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 16,840,000 (Option Line Item) Product/Service Code: Q201	16840000 EA	(b)(4)	
	Funded: \$0.00			
500601	DoD Funds, FY 19 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AE Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
41 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
500602	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
5007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 10,830,000 (Option Line Item) Product/Service Code: Q201	10830000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
500701	MERCHF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
500702	MERCHF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
5008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 28,600 (Option Line Item) Product/Service Code: Q201	28600	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
500801	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
42 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
500802	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
5009	Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 22,500 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	22500	EA	(b)(4)	(b)(4)
500901	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
500902	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
5010	Mail Order Unreplenished Agents Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
5011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 246,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00 Continued ...	246000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
43 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
501101	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
501102	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
5012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 193,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	193000	EA	(b)(4)	
501201	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
501202	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
5013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	5000000	EA	(b)(4)	
501301	DoD Funds, FY19 Obligated Amount: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
44 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
501302	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
5014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1000000	EA	(b)(4)	(b)(4)
501401	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item)				
501402	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
5015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
5016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
5017	Incentive for Savings on High Cost Medications, (Option Line Item) (Not Separately Priced) Product/Service Code: Q201 Funded: \$0.00	1	LT	NSP	0.00
5018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible, Continued ...	339000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
45 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Est Qty: 339,000 (Option Line Item) Product/Service Code: Q201				
	Funded: \$0.00				
501801	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AE Funded: \$0.00				
501802	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AF Funded: \$0.00				
5019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 266,000 (Option Line Item) Product/Service Code: Q201	266000	EA	(b)(4)	
	Funded: \$0.00				
501901	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AN Funded: \$0.00				
501902	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AP Funded: \$0.00				
5020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 58,300 (Option Line Item) Product/Service Code: Q201	58300	EA	(b)(4)	(b)(4)
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
46 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
502001	DoD Funds, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AE Funded: \$0.00				
502002	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
5021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 42,800 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	42800	EA	(b)(4)	(b)(4)
502101	MERHCF, FY19 Obligated Amount: \$0.00 (Option Line Item) ACRN: AN Funded: \$0.00				
502102	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
5022	Contract Phase-Out To Non-Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
5023	Contract Phase-Out To Incumbent Type: Firm Fixed Price Continued ...	1	LT	00.00 (b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
47 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Product/Service Code: Q201			
	Funded: \$0.00			
6001	Retail Network Claims, Electronic, TRICARE Only-Eligible Type: Requirements Est Qty: 44,900,000 (Option Line Item) Product/Service Code: Q201	44900000 EA	(b)(4)	
	Funded: \$0.00			
600101	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AF Funded: \$0.00			
600102	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AG Funded: \$0.00			
6002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 38,100,000 (Option Line Item) Product/Service Code: Q201	38100000 EA	(b)(4)	
	Funded: \$0.00			
600201	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AP Funded: \$0.00			
600202	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
48 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B) (C)	QUANTITY UNIT (D) (E)	UNIT PRICE (F)	AMOUNT
	ACRN: AQ Funded: \$0.00			
6003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 433,300 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	433300 EA	(b)(4)	
600301	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00			
600302	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00			
6004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 340,500 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	340500 EA	(b)(4)	
600401	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00			
600402	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
49 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
6005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 73,930,000 (Option Line Item) Product/Service Code: Q201	73930000	EA	(b)(4)	
	Funded: \$0.00				
600501	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
600502	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
600503	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
600504	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
6006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 17,700,000 (Option Line Item) Product/Service Code: Q201	17700000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
600601	DoD Funds, FY20 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
50 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
600602	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
6007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 11,400,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	11400000	EA	(b)(4)	(b)(4)
600701	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
600702	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
6008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 30,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	30000	EA	(b)(4)	(b)(4)
600801	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
51 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
600802	ACRN: AF Funded: \$0.00 DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
6009	ACRN: AG Funded: \$0.00 Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 22,500 (Option Line Item) Product/Service Code: Q201	22500	EA	(b)(4)	
600901	Funded: \$0.00 MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item)				
600902	ACRN: AP Funded: \$0.00 MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item)				
6010	ACRN: AQ Funded: \$0.00 Mail Order Unreplenished Agents Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
6011	Funded: \$0.00 Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Type: Requirements Est Qty: 270,600 (Option Line Item) Product/Service Code: Q201 Continued ...	270600	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
52 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
601101	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00				
601102	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
6012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible Type: Requirements Est Qty: 212,600 (Option Line Item) Product/Service Code: Q201	212600	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
601201	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00				
601202	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
6013	Explanation of Benefits (EOB) Type: Requirements Est Qty: 5,000,000 (Option Line Item) Product/Service Code: Q201	5000000	EA	(b)(4)	(b)(4)
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
53 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
601301	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
601302	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
6014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 (Option Line Item) Product/Service Code: Q201	1000000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
601401	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
601402	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
6015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
6016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	0.00
	Funded: \$0.00				
6017	Incentive for Savings on High Cost Medications (Option Line Item) (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
54 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00			
6018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Est Qty: 339,000 (Option Line Item) Product/Service Code: Q201	339000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
601801	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AF Funded: \$0.00			
601802	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00			
6019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 266,000 (Option Line Item) Product/Service Code: Q201	266000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
601901	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item) ACRN: AP Funded: \$0.00			
601902	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00			
6020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Continued ...	57200 EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
55 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Est Qty: 57,200 (Option Line Item) Product/Service Code: Q201				
	Funded: \$0.00				
602001	DoD Funds, FY20 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AF Funded: \$0.00				
602002	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AG Funded: \$0.00				
6021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 44,900 (Option Line Item) Product/Service Code: Q201	44900	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
602101	MERHCF, FY20 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AP Funded: \$0.00				
602102	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item)				
	ACRN: AQ Funded: \$0.00				
6022	Contract Phase-Out To Non-Incumbent, Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
56 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
6023	Contract Phase-Out To Incumbent, Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
7001	Retail Network Claims, Electronic, TRICARE Only-Eligible Type: Requirements Est Qty: 45,820,000 (Option Line Item) Product/Service Code: Q201	45820000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
700101	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
	Funded: \$0.00				
700102	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
	Funded: \$0.00				
7002	Retail Network Claims, Electronic, Medicare Dual-Eligible Type: Requirements Est Qty: 38,820,000 (Option Line Item) Product/Service Code: Q201	38820000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
700201	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
57 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
700202	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7003	Retail Claims, Paper, TRICARE Only-Eligible Type: Requirements Est Qty: 411,700 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	411700	EA	(b)(4)	(b)(4)
700301	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
700302	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
7004	Retail Claims, Paper, Medicare Dual-Eligible Type: Requirements Est Qty: 323,400 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	323400	EA	(b)(4)	(b)(4)
700401	MERCHF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
700402	MERHCF, FY22 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
58 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7005	MTF Prescriptions, Adjudication Services Type: Requirements Est Qty: 77,600,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	77600000	EA	(b)(4)	(b)(4)
700501	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
700502	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
700503	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
700504	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7006	Mail Order Pharmacy, Prescription Fill, TRICARE Only-Eligible Type: Requirements Est Qty: 18,600,000 (Option Line Item) Product/Service Code: Q201 Continued ...	18600000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
59 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00				
700601	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
700602	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
7007	Mail Order Pharmacy, Prescription Fill, Medicare Dual-Eligible Type: Requirements Est Qty: 11,900,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	11900000	EA	(b)(4)	(b)(4)
700701	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
700702	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7008	Mail Order Pharmacy, Specialty Clinical Svcs, TRICARE Only-Eligible Type: Requirements Est Qty: 31,500 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00 Continued ...	31500	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
60 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
700801	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
700802	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
7009	Mail Order Pharmacy, Specialty Clinical Svcs, Medicare Dual-Eligible Type: Requirements Est Qty: 23,500 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	23500	EA	(b)(4)	(b)(4)
700901	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
700902	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7010	Mail Order Unreplenished Agents Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1	LT	(b)(4)	(b)(4)
7011	Clinical Reviews, Prior Authorization & Medical Necessity, TRICARE Only-Eligible Continued ...	298000	EA	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
61 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Type: Requirements Est Qty: 298,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00				
701101	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
701102	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
7012	Clinical Reviews, Prior Authorization & Medical Necessity, Medicare Dual-Eligible	234000	EA	(b)(4)	(b)(4)
	Type: Requirements Est Qty: 234,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00				
701201	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
701202	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7013	Explanation of Benefits (EOB)	5000000	EA	(b)(4)	(b)(4)
	Type: Requirements Est Qty: 5,000,000 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
62 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Product/Service Code: Q201				
	Funded: \$0.00				
701301	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
701302	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item)				
7014	Government Directed Mailings Type: Requirements Est Qty: 1,000,000 (Option Line Item) Product/Service Code: Q201	1000000	EA	(b)(4)	(b)(4)
	Funded: \$0.00				
701401	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)				
701402	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item)				
7015	Contract Data Requirements List (CDRLs), Exhibit A Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201	1	LT	(b)(4)	(b)(4)
	Funded: \$0.00				
7016	Retail Network Cost Control Incentive (Option Line Item) (Not Separately Priced) Product/Service Code: Q201	1	LT	NSP	0.00
	Funded: \$0.00				
7017	Incentive for Savings on High Cost Medications (Option Line Item) Continued ...	1	LT	NSP	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
63 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	(Not Separately Priced)			
	Product/Service Code: Q201			
	Funded: \$0.00			
7018	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, TRICARE Only-Eligible Est Qty: 339,000 (Option Line Item)	339000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
701801	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AG Funded: \$0.00			
701802	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AH Funded: \$0.00			
7019	Transfer New Retail Prescription to Mail Order Pharmacy Incentive, Medicare Dual-Eligible Est Qty: 266,000 (Option Line Item) Product/Service Code: Q201	266000 EA	(b)(4)	(b)(4)
	Funded: \$0.00			
701901	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AQ Funded: \$0.00			
701902	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item)			
	ACRN: AS Funded: \$0.00 Continued ...			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
64 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7020	Transfer New Retail Prescription to MTF Incentive, TRICARE Only-Eligible Est Qty: 60,000 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	60000	EA	(b)(4)	(b)(4)
702001	DoD Funds, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AG Funded: \$0.00				
702002	DoD Funds, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AH Funded: \$0.00				
7021	Transfer New Retail Prescription to MTF Incentive, Medicare Dual-Eligible Est Qty: 47200 (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	47200	EA	(b)(4)	(b)(4)
702101	MERHCF, FY21 Obligated Amount: \$0.00 (Option Line Item) ACRN: AQ Funded: \$0.00				
702102	MERHCF, FY22 Obligated Amount: \$0.00 (Option Line Item) ACRN: AS Funded: \$0.00				
7022	Contract Phase-Out To Non-Incumbent Type: Firm Fixed Price (Option Line Item) Continued ...	1	LT	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HT9402-14-D-0002

PAGE OF
65 | 134

NAME OF OFFEROR OR CONTRACTOR
EXPRESS SCRIPTS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
7023	Product/Service Code: Q201 Funded: \$0.00 Contract Phase-Out To Incumbent Type: Firm Fixed Price (Option Line Item) Product/Service Code: Q201 Funded: \$0.00	1 LT	(b)(4)	(b)(4)

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.1. Program Description

C.1.1. TRICARE is the Department of Defense (DoD) health care program administered by the TRICARE Management Activity (TMA) (any reference to “TRICARE Management Activity” or “TMA” hereafter means “Defense Health Agency”) by means of the Military Health System (MHS) for approximately 9.6 million active duty and retired members of the Uniformed Services (the U.S. Army, the U.S. Navy, the U.S. Air Force, the U.S. Marine Corps, the U. S. Coast Guard, the Commissioned Corps of the Public Health Service and the Commissioned Corps of the National Oceanic and Atmospheric Administration), their spouses and children, including TRICARE for Life beneficiaries entitled to Medicare Part A and Part B based on their age, disability and/or end-stage renal disease. Also eligible are Medal of Honor recipients. The TRICARE Pharmacy Program is authorized under 10 USC 1074g and 32 C.F.R. 199.21.

C.1.2. The mission of the MHS is to enhance DoD readiness and national security by providing health support for the full range of military operations. The MHS must be prepared not only to provide a high quality, cost-effective health care benefit to its eligible members during peacetime, but also must be prepared to support the armed forces during exercises, contingencies, operations other than war, and in wartime. The MHS provides quality medical care through: (1) a network of health care providers and pharmacies in the United States and its territories; and (2) direct care Military Treatment Facilities (MTFs) – (hospitals, health and dental clinics) in the United States and overseas. While the number and size of direct care facilities has declined in recent years, it remains important that MTFs are optimized in order to maintain the clinical skills of military clinical staff to support medical readiness. The direct care system cannot fully support the total demand for health care services; therefore, TRICARE uses the direct care system as the main delivery system, and through contracts, augments the direct care system through a civilian network of providers and facilities serving its eligible members.

C.1.3. TRICARE provides a world-class pharmacy benefit to all eligible beneficiaries through the integration of state of the art technologies to enhance patient safety, efficiency, and cost-effectiveness. DoD administers an integrated TRICARE Pharmacy Benefits Program offering pharmacy services through direct care pharmacy services at MTFs located at various military bases, retail network pharmacies, authorized retail non-network pharmacies, or delivery through the TRICARE Home Delivery/Mail Order Pharmacy (TMOP). Retail network pharmacy services are currently available in all 50 states and the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.

C.1.4. Features of the pharmacy benefits program include the use of the DoD Uniform Formulary, a tiered cost sharing structure, and a preference for generic over branded products. The DoD formulary is managed by the DoD Pharmacy and Therapeutics (P&T) Committee and lists the pharmaceutical agents, by therapeutic classes, that are authorized as basic program benefits. Prescriptions for selected pharmaceutical agents may be subject to prior authorization or utilization review requirements to assure medical necessity, clinical appropriateness and/or cost-effectiveness. DoD has established tiered cost-sharing by which beneficiaries partially defray costs of administering the pharmacy benefits program. Cost-sharing amounts differ based on the classification of a pharmaceutical agent as generic, formulary, or non-formulary, in conjunction with the point of service from which the agent is acquired. The mail order and retail portions of this benefit are open to all eligible TRICARE beneficiaries. Eligible beneficiaries need not enroll in order to use the program(s).

C.1.5. The Contractor will perform pharmacy benefits management functions, including the following: perform claims adjudication, administer a retail pharmacy network, operate TMOP, provide clinical services for specialty pharmaceuticals, process direct member reimbursements for claims filled at retail network and non-network pharmacies, perform clinical reviews and provide beneficiary and pharmacy

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

support services. The Contractor shall transmit all claim information to the Pharmacy Data Transaction Service (PDTS), the Government's designated data warehouse.

C.1.6. The Contractor will also perform as a fiscal intermediary on behalf of DoD to pay for all authorized pharmaceuticals and supplies dispensed for eligible beneficiaries at retail pharmacies. Government funds, either appropriated or derived from the Medicare-eligible Retiree Health Care Fund, will be used by the Contractor to pay for all TRICARE prescriptions dispensed by network and non-network retail pharmacies. The Contractor will be paid fees at the contracted rate for performing administrative services under the contract. The fees paid to the Contractor will not be related directly or indirectly to the Government's acquisition costs of pharmaceuticals under Section 603 of the Veterans Health Care Act of 1992, or Section 201(a) of the Federal Property and Administrative Services Act of 1949. Upon verification of the patient's eligibility and acceptance of the TRICARE Encounter Data (TED) record, the Contractor will forward payment using Government funds to pay for each TRICARE prescription dispensed at retail network pharmacies. Therefore, the Government will be acquiring covered drugs with Government funds for use by the Government.

C.2. Statement of Objectives

The following objectives identify the desired outcomes of this contract and are supported by the technical requirements in Section C:

1. Provide comprehensive pharmacy benefit management services that are efficient, accurate, cost-effective, and maximize patient safety.
2. Provide comprehensive mail order and specialty pharmacy fulfillment services that are efficient, accurate, cost-effective, and maximize patient safety.
3. Provide comprehensive beneficiary education and services that are efficient, accurate, cost-effective, and maximize patient safety and satisfaction.
4. Provide effective management and quality controls and oversight for all services provided.

C.3. Definitions

Definitions specific to this contract, or not otherwise in Appendix B of the TRICARE Operations Manual, are provided in J-1.

C.4. Government-Furnished Information

C.4.1. The Contractor shall connect to the Defense Enrollment Eligibility Reporting System (DEERS), according to the requirements established in the TRICARE Systems Manual.

C.4.2. The Government will provide licenses for the Contractor to access and use DEERS applications, including but not limited to General Inquiry to DEERS (GIQD), Catastrophic Cap and Deductible Database (CCDD), and Other Health Insurance Standard Insurance Table (OHI/SIT).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.4.3. The Government will provide quarterly beneficiary address updates, in accordance with the Memorandum of Understanding and Data Use Agreement between TMA and the Defense Manpower Data Center (DMDC).

C.4.4. The Government will provide the Contractor with a Managed Care Pricing File (MCPF), to be used for TMOP replenishment and for adjudicating MTF claims.

C.4.5. The Government will provide a quarterly data file with the names and addresses of newly eligible and newly retired beneficiaries for the Contractor's use in performing the mailings described under C.10.4.1.

C.4.6. The Government will provide a quarterly data file for beneficiary mailings related to formulary changes, described under C.10.4.3.

C.4.7. The Government will provide a monthly beneficiary zip code file identifying the number of beneficiaries residing in each zip code, for evaluating and reporting on compliance with network access standards.

C.4.8. The TMA Beneficiary Education & Support Division (BE&S) will design, develop, and print all beneficiary educational materials, including written materials, briefings, and other methods of publicizing the TRICARE benefit, excluding letters and other communication pieces required under this contract. The Government will provide an electronic portal where printed items can be ordered by the Contractor.

C.4.9. The Government will provide the PDTs Data Dictionary and Data Schema, as described under C.12.4.2.

C.4.10. Before the start of pharmacy services, the Government will provide (via previous contractors) batch files containing all retail, mail and MTF claims along with prior authorization and medical necessity determinations for the past two year period. The Government (via the outgoing contractor) will also provide an OHI data file.

C.5. Requirement Documents

C.5.1. Statutory and Regulatory Authority:

- 10 U.S.C. 1074g
- 32 C.F.R. 199
- 10 U.S.C. 1086
- 38 U.S.C. 8126

When changes are made to the above statutes or regulations, there will be no change to the contract unless implemented by contract modification.

C.5.2. The following documents are hereby incorporated by reference and made a part of Section C:

- TRICARE Operations Manual (TOM) 6010.56-M dated February 1, 2008, at change 117 to include all Manual changes incorporated into the contract.
- TRICARE Policy Manual (TPM) 6010.57-M dated February 1, 2008, at change 106 to include all Manual changes incorporated into the contract.
- TRICARE Reimbursement Manual (TRM) 6010.58-M dated February 1, 2008, at change 93 to include all Manual changes incorporated into the contract.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- TRICARE Systems Manual (TSM) 7950.2-M dated February 1, 2008 (except DIACAP guidance in Chapter 1, Section 1.1, P3.4 & 3.5.1-3.5.1.7), at change 56 to include all Manual changes incorporated into the contract.

In the event of conflict, the TRICARE Policy Manual shall take precedence over the other three TRICARE Manuals. The TRICARE Reimbursement Manual shall take precedence over the TRICARE Systems Manual and the TRICARE Operations Manual. The TRICARE Systems Manual shall take precedence over the TRICARE Operations Manual.

C.6. Pharmacy Benefits Management Services

C.6.1. General Claims Processing

C.6.1.1. The Contractor shall provide mail order pharmacy (including specialty pharmacy) services, a retail pharmacy network, claims adjudication for MTF claims and Pharmacy Benefit Management (PBM) services as specified herein. Unless stated otherwise, claims adjudication includes processes outlined in C.6.1.4 - C.6.1.7 and C.6.1.10, consisting of eligibility check, application of the correct copayment, identification of other health insurance (OHI), benefit design edits, prospective drug utilization review and application of catastrophic cap updates.

C.6.1.2. The Contractor shall accept and process claims submitted by retail network pharmacies, the TMOP, MTF pharmacies, by beneficiaries for direct reimbursement (including non-network), or as batch files from the Department of Veterans Affairs (DVA) or State Medicaid Agencies.

C.6.1.3. The Contractor shall provide 24 hours a day, 7 days a week claims processing for all locations, excluding downtimes for scheduled maintenance. The Contractor's claims processing system shall be available no less than 99.5% of the time. The system is considered to be unavailable when the failure rate for claims exceeds 25% for at least 30 minutes. The Contractor shall schedule maintenance windows to coincide or overlap with DEERS maintenance windows, as described in TSM Chapter 3, Section 1.3. DEERS will attempt to accommodate the Contractor's needs when establishing a maintenance schedule. The Contractor shall provide reporting on system availability performance (Contract Data Requirements List (CDRL M030).

C.6.1.4. The Contractor shall interface with the DEERS to verify eligibility, update the CCDD file, and check for OHI when processing claims for TMOP or retail network pharmacies. The Contractor shall use the applications described in the TOM and TSM.

C.6.1.5. The Contractor shall process claims submitted using either the beneficiary's social security number (SSN) or an alternative government identification number up to 12 digits in length, such as the DoD Benefits Number (DBN). The primary identifier used by the Contractor shall be the DEERS ID, as described in the TSM and the Contractor's system shall link the identifier transmitted by the pharmacy with the DEERS ID. The Contractor shall dynamically link all variations of patient IDs to ensure a single patient-centric perspective.

C.6.1.6. The Contractor shall not authorize payment for a prescription prior to verifying eligibility, except at the direction of the Government. In some cases, the Government may authorize the Contractor to process a set of claims regardless of DEERS eligibility or date of service.

C.6.1.7. The Contractor shall use the beneficiary's catastrophic cap and deductible status to apply the correct copayment and deductible. The Contractor will then update the CCDD file in accordance with the TSM. Catastrophic caps for beneficiaries covered under the Continued Health Care Benefits Program

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

(CHCBP) shall be maintained in accordance with TOM Chapter 23, Section 3. The Contractor shall provide reporting on the maintenance of CHCBP catastrophic caps (CDRL Q170).

C.6.1.8. During contract phase-in, the Contractor shall provide estimates to DMDC on projected DEERS query volume over the period of performance. Throughout the period of performance, the Contractor shall investigate and revise these estimates as necessary when they differ significantly from actual volumes reported by DEERS. The Contractor shall minimize queries to DEERS for transactions not authorizing payment and as a result of timed-out transactions. The Contractor shall also participate in regular integration testing meetings as directed by the Government throughout the duration of the contract. Daily meetings will occur during integration and transition to biweekly for maintenance.

C.6.1.9. The Contractor's OHI file shall be the system of record. The Contractor's information must be transmitted to DEERS in accordance with TSM Chapter 3, Section 1.4. In the event that OHI records in DEERS are inconsistent with the Contractor's system, the Contractor shall, as part of the claims adjudication process, determine which source is the most reliable. Post-adjudication, the Contractor shall perform reviews to ensure the claim processed correctly and update either system as necessary to maintain consistency. The Contractor shall review its proposed process with the Government during contract phase-in and systems integration.

C.6.1.10. The Contractor shall conduct Prospective Drug Utilization Review (ProDUR) on dispensing transactions submitted by the three points of service: MTF, TMOP, and Retail network pharmacies. As part of the adjudication process, the ProDUR shall evaluate the new prescription against the patient's current drug regimen and return appropriate clinical warnings or administrative alerts. The Contractor shall also perform other real-time edits that may be specific to DoD and fall outside standard commercial practice, including Prescription Restriction Program restrictions and safety reviews established through the Uniform Formulary process. The Contractor shall support ProDUR business rules specific to the point of service.

C.6.1.11. The Contractor shall monitor State of Emergency declarations issued by Federal and State Governments and make timely recommendations to the Government for implementation of "Emergency Refill Too Soon Procedures" for areas placed under a state of emergency. The recommendation will include the designated ending date for the state of emergency. Upon approval by the Government, the Contractor shall have the capability to bypass the refill too soon edit and allow the refill to be processed for areas covered by the state of emergency.

C.6.1.12. Claims for infused and injectable pharmaceutical agents shall be processed in accordance with the TPM, Chapter 8, Section 9.1 and Section 20.1.

C.6.1.13. Copayments shall be charged to beneficiaries in accordance with the TRM, Chapter 2, Addendum B. The Contractor shall not collect any additional fees, rebates, discounts, or premiums specific to processing TRICARE prescriptions other than recoveries (payable to the U.S. Treasury) resulting from audits of network pharmacies. The Contractor shall not negotiate or collect any pharmaceutical rebates, data-use rebates, or vendor charge-backs of any type from pharmaceutical manufacturers, wholesalers, and/or network pharmacies on behalf of the Government or for itself in regard to the services performed under this contract.

C.6.1.14. The Contractor shall maintain a current benefit design document, including formulary restrictions by category. The Contractor's presentation of the benefit design within this document shall remain consistent with the elements of the document initially provided by the Government and shall be in a format agreed to by the Government. The current benefit design document shall be readily accessible for the Government's review. The Contractor shall maintain a current version of the Payer Sheet (CDRL

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

A080) distributed to retail network pharmacies, which shall also be made available to the Government. The combination of the benefit design document, payer sheet, and the interface control document described in C.12 shall provide comprehensive documentation of the Contractor's adjudication system.

C.6.1.15. The Contractor shall dispense prescriptions in accordance with the TRICARE pharmacy program's mandatory generic substitution policy, per 32 CFR 199.21. The Contractor shall not accept Dispense as Written (DAW) 1 codes but may accept other DAW codes when mandated by state law.

C.6.1.16. During the period of performance, the Contractor shall be responsible for processing claims for dates of service prior to the start of pharmacy services under this contract. This includes initial submission of claims; and also any adjustments, corrections, or cancellations necessary for claims previously processed to completion by the outgoing Contractor. If/when the Contractor receives a claim to process that is greater than two years old and the Contractor did not receive relevant information during phase-in; the Contractor will do the necessary research to process the claim. All claims shall be processed according to benefit design and formulary restrictions in effect on the date of service.

C.6.1.17. For compounded medications, the Contractor shall:

C.6.1.17.1 Support benefit design edits applied to each individual ingredient in the compound segment of the National Council for Prescription Drug Programs (NCPDP) D.0 transaction standard. Beginning May 1, 2015, compound prescription claims will be reviewed by an initial electronic screening; and.

C.6.1.17.2 Screen individual ingredients on dispensed compound prescriptions, to ensure the claim submitted does not exceed the pricing standards established in ESI network agreements, for purposes of calculating and / or adjusting payments to retail pharmacies as described in G.11.

C.6.1.18. The Contractor shall provide the Government with licenses to Medispan and First Data Bank for purposes of calculating the Retail Network Cost Control Incentive.

C.6.1.19. The Contractor shall submit a TED record for all paid claims and clinical reviews conducted under this contract (See C.15.2).

C.6.2. Other Health Insurance

C.6.2.1. The Contractor shall implement processes to maximize the identification of OHI, including but not limited to utilizing commercial services or data sources. When new OHI is identified, the Contractor shall pursue recoupment for past claims and build out the beneficiary's profile for future claims. In all cases where possible OHI is identified, including but not limited to leads provided by the Managed Care Support Contractors (MCSC) or pharmaceutical manufacturers, the Contractor shall investigate and develop OHI records in accordance with TOM, Chapter 23, Section 3, TOM Chapter 10, Section 5, and TRM, Chapter 4. When the Contractor identifies beneficiary OHI through sources other than DEERS (e.g., claim forms, beneficiary declarations, Contractor's internal files), it shall forward the OHI information to DEERS in accordance with the TSM. The Contractor shall provide a reporting to the Government on OHI development (CDRL Q190).

C.6.2.2. A beneficiary with OHI cannot use TMOP, unless the OHI does not cover the prescribed pharmaceutical or the beneficiary has exhausted the 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 the OHI does not cover the prescribed item or an Explanation of Benefits (EOB) indicating that coverage has been exhausted.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.6.3. Retail Network Claims

C.6.3.1. The Contractor shall accept and process all claims for pharmaceutical agents and diabetic supplies covered under the TRICARE pharmacy benefit, and purchased from a licensed pharmacy in the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Northern Mariana Islands, American Samoa and Guam.

C.6.3.2. Retail claims for covered drugs will be limited by requirements under 10 U.S.C. 1074g, 32 CFR 199.21, and other applicable regulations. Network pharmacies may submit claims for covered supply items using the National Drug Code (NDC) numbers assigned to them. When access to specific drugs at retail pharmacies is restricted under the law, the Contractor shall facilitate either a change in the beneficiary's current prescription to an approved pharmaceutical or supply, or shift the beneficiary's prescription to TMOP. Covered drugs that are restricted at retail and their respective implementation dates are published at http://pec.ha.osd.mil/pt_minutes.php.

C.6.3.3. Claims received for covered drugs furnished in geographical locations not covered under this contract shall be forwarded to the TRICARE contractor responsible for processing claims for those locations as specified in the TOM, Chapter 8, Section 2.

C.6.3.4. The Contractor shall complete real-time, online Coordination of Benefits (COB) in accordance NCPDP D.0 standards (or most current version) for those claims filled in retail network pharmacies where OHI has been identified, to include Medicare Part D claims. The Government will provide the COB and Medicare Part D billing transaction segments to include the required values. The Contractor is required to track Medicare Part D True Out-Of-Pocket expenses (TROOP) and total drug expenditures for each TRICARE beneficiary who is also enrolled in Medicare Part D. The Contractor shall provide this information to the Centers for Medicare & Medicaid Services (CMS) designated TROOP facilitator. The Contractor shall reimburse claims in accordance with the TRM, Chapter 4.

C.6.3.5. If requested by the beneficiary and allowable under federal and state law, the Contractor may authorize the dispensing of up to a 90-day supply prescription as a single transaction at a retail pharmacy. In these cases, the pharmacy shall collect a copayment for each 30-day increment. The Contractor must make this option available at all retail network pharmacies.

C.6.3.6. Claims for prescriptions filled but not dispensed (non-compliant) shall be reversed within ten (10) calendar days of the date the original claim was submitted. Reversals processed more than ten (10) calendar days after the date the original claim was submitted will require an adjusted or cancelled TED record.

C.6.3.7. The Contractor shall process batch claims in the most current NCPDP batch format. The Contractor may receive batch claims from a variety of sources (e.g., State Medicaid agencies, clearinghouses, DVA) and the Contractor shall process these claims regardless of the electronic media (e.g., CD ROM, tapes) through which they are submitted. All batch claims shall be processed within 14 days of receipt. The Contractor must review historical claims for duplicate claims. Duplicate claims will not be processed.

C.6.4. Paper Claims

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

The Contractor shall process paper claims also known as direct member reimbursement (DMR) claims in accordance with TOM, Chapter 23, Section 3, Paragraph 1.2 and Chapter 8, Section 1, Paragraph 3.1. This includes the processing of assignment of benefit claims. The Contractor shall accept claims submitted using any of the specified forms. Upon request, the Contractor shall mail the current version of the DD2642 claim form to beneficiaries. Paper claims for non-network pharmacy services shall be reimbursed in accordance with the TRM, Chapter 1, Section 15, minus applicable copayments and deductibles. The Contractor shall process these claims using the most current NCPDP format. The Contractor shall monitor paper claims processing and work with retail network pharmacies to reduce the volume of network paper claims and encourage electronic submission.

C.6.4.1. Claims for beneficiaries who are required by their OHI to use their designated mail order pharmacy are to be processed using network cost shares. Non-network copayments and deductibles are not applicable to these claims.

C.6.4.2. Measured on a monthly basis, paper claims shall meet the following minimum standards:

- of paper claims shall be processed to completion within 14 calendar days of receipt.
- of paper claims shall be processed to completion within 28 calendar days of receipt.

The Contractor shall provide reporting on paper claims volumes, processing times, denials and appeals (CDRL Q010 and Q020).

C.6.4.3. For denied paper claims, notification to the beneficiary must be in writing. The notification must explain why the claims were denied and detail the beneficiary's appeal rights.

C.6.4.4. Under the TRICARE benefit, the Contractor shall not process paper claims for prescriptions filled at MTF pharmacies. If necessary, the Contractor may forward the claims to its commercial services section for review as a claim payable by a commercial insurance plan.

C.6.5. Retail Pharmacy Network

C.6.5.1. The Contractor shall establish and maintain a retail pharmacy network throughout the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and Guam. The Contractor shall provide network retail pharmacy services in American Samoa and the Northern Mariana Islands when they become eligible. The Contractor's retail pharmacy network shall meet the following four minimum access standards (see definitions (Access Standards)TOM, Appendix B):

- Urban: a pharmacy within two (2) miles estimated driving distance of () of the beneficiaries.
- Suburban: a pharmacy within five (5) miles estimated driving distance of () of the beneficiaries.
- Rural: a pharmacy within fifteen (15) miles estimated driving distance of () of the beneficiaries.
- No less than () retail network pharmacies.

The Contractor shall provide reports identifying retail network pharmacies and the total network size (CDRL M010) and network access relative to the above metrics (CDRL M020).

C.6.5.2. All network pharmacies shall be fully licensed in accordance with applicable Federal and State laws and have a current NCPDP number. Pharmacies providing pharmaceuticals solely through Internet or mail order pharmacies shall not be included in the retail network. Retail pharmacies who offer to mail

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

prescriptions to beneficiaries as part of their business may be included in the network subject to the retail pharmacy specifications listed herein.

C.6.5.3. The Contractor shall support online adjudication for claims received from DVA, Public Health Service (PHS), and Indian Health Service (IHS) pharmacies identified by the Government. The reimbursement amount for pharmaceuticals dispensed through these pharmacies will be directed by the Government, in accordance with agency agreements. These pharmacies will be paid the submitted costs plus a dispensing fee negotiated by the Government. Dispensing fees may be updated annually. These pharmacies shall not be included in performance measurement of network access standards nor in the calculation of the Retail Network Cost Control incentive under H.1.

C.6.5.4. At a minimum, the retail pharmacies shall provide TRICARE beneficiaries the same quality of services provided to beneficiaries of other commercial clients, to the extent allowed by Federal regulation and this contract. The Contractor shall ensure that all pharmacies document the receipt of the medication by the beneficiary or the individual authorized by the beneficiary, in accordance with all applicable State and Federal Laws. The Contractor shall ensure that network pharmacies have procedures to reasonably assess the validity of prescriptions ordered by telephone.

C.6.6. Retail Network Changes

C.6.6.1. The Contractor shall have a plan for communicating to beneficiaries when a pharmacy is removed from the retail network. As part of the plan, the Contractor shall do the following:

- Provide the Government with the names of all pharmacies selected for removal from the network no later than 60 days prior to the effective date of the changes.
- Identify and provide advance notification to beneficiaries who have filled prescriptions at the designated pharmacies during the previous six (6) months. The Contractor shall ensure that the beneficiary receives the letter no later than 30 days prior to the effective date of the change.
- Provide the Government with samples of all beneficiary correspondence related to the change in the network for comment. The Government shall have no less than 14 days to review.

C.6.6.2. Additionally, to ensure continuity of therapy and minimize the impact of network changes on beneficiaries utilizing retail network pharmacies designated as specialty pharmacies by the Contractor, the Contractor shall perform the following steps:

- No later than 60 days prior to the effective date of the change, identify and provide to the Government the number of affected beneficiaries by the following categories: Specialty Medications, Limited Distribution Medications, Hemophilia Medications and Other Non-Specialty.
- Perform outreach by letter, phone and/or other electronic means to beneficiaries utilizing specialty, limited distribution and hemophilia medications, which includes messaging specific to each population.
- Develop an approach to evaluating the effectiveness of the plan in minimizing disruption of therapy among the affected specialty, limited distribution, and hemophilia populations.
- Submit a weekly report to the Government on the actions taken as part of its plan and the effectiveness of these actions (CDRL R010). Reporting shall commence when the Contractor begins its communication efforts and continue for 180 days after the effective date of the change. Reporting may be discontinued sooner if notified by the Government.
- Submit a final weekly report of all beneficiaries from the specialty, limited distribution, or hemophilia populations where there is not a documented continuation of therapy. The report shall describe all efforts made to contact that patient, including dates attempted and contact methods employed. (CDRL R010)

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- Make changes to the plan as necessary to ensure successful communication with all beneficiaries and minimize disruption of therapy to specialty, limited distribution, and hemophilia populations.

C.6.7. MTF Claims Adjudication

C.6.7.1. The Contractor shall connect to the DoD MHS electronic medical record, as described in Section C.12.3. The MHS verifies beneficiary eligibility through an interactive check with the DEERS, then forwards the prescription data to the Contractor for ProDUR before filling the prescription. The MTF assumes responsibility for eligibility; therefore, the Contractor will process the claim regardless of eligibility status.

C.6.7.2. The Contractor shall receive dispensing transactions and profile inquiry transactions from all MTFs and MTF pharmacies. Profile inquiries are based on the NCPDP 3.2 variable format, while dispensing transactions are based on NCPDP D.0. The D.0 format used by the MTFs does not include the Coordination of Benefits segment. In addition to a DEA Number or NPI, the Contractor shall accept provider SSN on MTF claims. Formulary edits are not applicable but the Contractor shall perform ProDUR on the inbound dispensing transactions and return the requested data on profile inquiries. The Contractor does not create TEDs for these claims. The Contractor will accept and log all data provided on transactions. All transactions shall be transmitted to the PDTs data warehouse.

C.6.7.3. The Contractor shall support messaging to the MTF and handling of rejected claims to the MTF that varies from that used by the commercial network. All MTF claims are considered dispensed unless reversed by the MTF and must be posted to the profile.

- **Validity Rejects:** When the Contractor is unable to process a claim due to missing or invalid data, the Contractor will follow the processes outlined in C.11.3.3 to correct and resubmit the claim. For patient safety reasons, all claims must be successfully resubmitted, posted to the patient profile and transmitted to the data warehouse, unless the Contractor is notified by the MTF to allow the reject to stand.
- **ProDUR Alerts:** The Contractor shall not reject MTF claims for ProDURs but will instead return custom ProDUR alert messaging. The MTF will respond to the alert by either cancelling the prescription or entering an override code. The Contractor will receive a reversal if the prescription is cancelled, but if the MTF enters an override code, no additional message will be sent to the Contractor. MTF claims resulting specific ProDUR Alerts will be included on the Data Integrity Report described in C.11.3.5.

C.6.7.4. If an ingredient cost of a penny (\$0.01) is submitted by the MTF, the Contractor will recalculate the ingredient cost primarily using the MCPF supplied by DLA-TS, or using AWP as a secondary source. For claims priced from either the MCPF or AWP, the Contractor shall apply a regional discount established by DLA-TS, based on the NCPDP Pharmacy ID. If the ingredient cost submitted by the MTF is greater than a penny (\$0.01), the Contractor shall post the claim and no regional discount is applied.

C.6.8. Benefit Analysis and Trending

The Contractor shall provide analysis, reporting, and benefit design recommendations to allow the Government to provide a comprehensive and cost-effective pharmacy benefit. This will include a report of plan cost by demographic (CDRL M230) and benchmarked to commercial plans (CDRL Q200).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.7. Mail Order Pharmacy

C.7.1.1. The Contractor shall accept prescription orders at TMOP by written (original or facsimile), electronic (supporting digital signature including e-prescribing), or telephonic submission. The Contractor shall have procedures in place to reasonably assess the validity of prescription orders submitted by telephone or fax. For all medications dispensed through TMOP, the Contractor's tracking and dispensing procedures shall comply with Federal and State law and all applicable state board of pharmacy requirements. The Contractor shall not collect sales tax on prescriptions dispensed by TMOP. For beneficiaries receiving prescription medications through the TMOP, the Contractor shall provide 24 hours a day, 7 days a week access to a pharmacist by phone.

C.7.1.2. TMOP prescription processing and written notification of denied orders shall meet the following minimum standards:

- Mail order prescriptions shall be shipped, scheduled for delivery, returned, or denied within ten (10) days of receipt, date stamped in accordance with TOM Chapter 8, Section 1. Exceptions to the prescription processing standard are as follows:
 - Prescriptions under the Deployment Prescription Program (DPP) that require clarifications or intervention. These will not be included in the calculation of mail order pharmacy processing time.
 - Mail order prescriptions that may be scheduled for delivery are limited to only those that are part of the Specialty Clinical Services required by C.7.9.5, or when it is consistent with commercial best practices (e.g. for high-cost or temperature-sensitive medications).
- Prescriptions dispensed from the TMOP shall be accurate 100% of the time, measured monthly.
- In the event the Contractor fails to mail any prescription that did not require clarification or intervention within ten (10) days, the Contractor shall automatically provide next day delivery service at no additional charge to the beneficiary.

C.7.1.3. The Contractor shall provide reporting of mail order volumes, processing times, and accuracy (CDRL Q030). The Contractor shall provide a data file identifying all beneficiaries using the mail order pharmacy over the reporting period (CDRL Q080).

C.7.1.4. For each TMOP prescription received requiring clarification or intervention, the Contractor shall contact the prescriber as appropriate. If the Contractor is unable to obtain a response from a prescriber within two (2) business days, they shall contact the beneficiary telephonically or by electronic means, based on the beneficiary's indicated preferences. The Contractor shall provide order status and request beneficiary direction to either hold the prescription for fill, to cancel, or to transfer the prescription to a retail network pharmacy designated by the beneficiary. The Contractor shall document all calls, and the beneficiary's direction. The Contractor shall not return a prescription without first attempting to contact the beneficiary. For all returned prescriptions, the Contractor must provide written notification to the beneficiary explaining why the prescription was returned.

C.7.1.5. If the beneficiary opts to transfer the prescription to a retail network pharmacy, it shall be processed in accordance with C.6.3. The beneficiary shall have no less than 72 hours to provide a response before the prescription is returned.

C.7.1.6. If the Contractor is unable to fill a prescription because the medication is on national backorder or which has been recalled, the Contractor shall notify the beneficiary at the time of the

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

order. When the medication is back in stock, the Contractor shall contact the beneficiary to request permission to fill the order.

C.7.1.7. TMOP prescriptions dispensed shall adhere to the Government's mandatory generic policy. The Contractor will use best commercial practices to maximize generic substitution, including attempts to convert DAW prescriptions. Upon receipt of a DAW prescription for a brand name product for which a generic equivalent is available, the Contractor shall contact the prescriber to change the prescription to a generic equivalent. If the prescriber refuses to switch, then the prescription shall be processed according to government-approved prior authorization criteria, as described in C.9.1. If the prior authorization is denied, the prescription shall be returned to the beneficiary. If the Contractor cannot contact the prescriber, the Contractor shall call the beneficiary, notify them that their prescription will be returned, and the reason why. For all denied mail order prescriptions, the Contractor must also provide notification to the beneficiary in writing explaining why the order was denied and detailing the beneficiary's appeal rights. At the direction of the Contracting Officer Representative (COR), the Contractor may dispense brand in lieu of generic in instances where the brand is the lowest cost available on the Managed Care Pricing File (MCPF), provided by the Defense Logistics Agency Troop Support (DLA-TS), for replenishment.

C.7.1.8. For beneficiaries not in deployed theatres of operation the Contractor shall provide notification by telephone or other electronic means, based on beneficiary preference, of prescriptions received and placed in a pended status, and the anticipated processing date for each. For beneficiaries in deployed theaters of operation, the Contractor shall dispense medications as indicated in Section C.7.10.

C.7.1.9. The Contractor shall pend prescriptions in lieu of rejecting early submissions and notify the beneficiary that the prescription has been pended with the next possible fill date.

C.7.1.10. The Contractor may offer automatic refills but shall exclude specific drugs from this service as determined by the P&T process.

C.7.1.11. Dispensed ingredients shall be priced on the TED record at the burdened unit price from the MCPF provided by the DLA-TS. See Section C.7.11 for more information.

C.7.1.12. The Contractor shall accommodate all special requirements in regards to handling, processing or shipping medications as recommended by the Food and Drug Administration (FDA) or manufacturer for products dispensed through TMOP.

C.7.1.13. Mandatory Mail Pilot

The Contractor shall support the mandatory mail pilot at the TMOP point of service in accordance with TOM Chapter 18, Section 16. The Contractor shall provide a Summary and Savings Report for this pilot (CDRL M250).

C.7.1.13.1. Under this pilot, TRICARE For Life (TFL) beneficiaries may only fill covered maintenance medications at TMOP or an MTF pharmacy. The Contractor will block refills, when dispensed at a retail network pharmacy, unless beneficiaries have received an approved one-time override or waiver from participation in the pilot. All medications covered under this pilot will be limited to a 30-day supply when dispensed at a retail network pharmacy.

C.7.1.13.2. The Contractor shall support exceptions to the mandatory mail policy, which may be authorized for the following situations:

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- A personal need, hardship, emergency, or other special circumstance requires use of retail pharmacy, as determined using Contractor-developed, Government-reviewed criteria.
- A TFL beneficiary residing in a nursing home or other long term care facility may request a waiver under the personal need, hardship or other circumstances exception. Communication with the beneficiary, a relative or a caregiver is sufficient to establish residency in a nursing home. The Contractor shall apply the waiver in the patient profile which will allow a universal override for future retail dispensing.
- A medication is temporarily not available through TMOP.
- Prior Authorization has been approved for medication that requires frequent dose titration to achieve therapeutic levels.
- Prior Authorization has been approved for a beneficiary who is unable to have their medication delivered to their home.

The Contractor shall monitor and report the overrides granted under the pilot (CDRL M260).

C.7.1.13.3.□□□□□□ The Contractor shall support the promotion of retail to mail order conversion assistance and customer service inquiries concerning the pilot, including identifying medications on a beneficiary's profile that are subject to this pilot and processing requested PAs and overrides.

C.7.1.13.4.□□□□□□ The Contractor shall provide assistance to the beneficiary in transferring the prescription to TMOP or an MTF, based on the beneficiary's direction, as described under C.7.7.

C.7.1.13.5.□□□□□□ When the Contractor processes a retail network pharmacy claim for a beneficiary subject to this pilot, the Contractor will communicate program information to the beneficiary. The Contractor shall send a letter to the beneficiary by the end of the following week after each of the two (2) potential courtesy refills. The letter shall be followed by an email or automated call. The letter shall remind the beneficiary of their options for obtaining future refills (refills at MTF, MOP or pay the full cost of the medication at a retail network pharmacy), provide contact information for the Contractor's call center, and inform the beneficiary of the circumstances in which they may opt out of the pilot. In addition to the letter, the Contractor shall also attempt a follow-up contact by phone or email.

C.7.1.13.6.□□□□□□ The Contractor shall contact a beneficiary via letter explaining the beneficiary's options under the pilot in the following situations:

- The beneficiary has paid the full cost of their covered maintenance medication at a retail network pharmacy; or
- The beneficiary did not receive their medication at a retail pharmacy and did not subsequently contact the Contractor to obtain their prescription order through TMOP.

C.7.1.13.7.□□□□□□ After the two courtesy fills, the Contractor shall require beneficiaries to pay the full cost of prescriptions for covered maintenance medications when dispensed at a retail network pharmacy. When a beneficiary opts to pay full price for a covered medication at a retail network pharmacy, it is considered a non-covered service. A record of the dispensing shall be posted to PDTS. The Contractor will not reimburse in-network paper claims submitted by TFL beneficiaries who paid the full cost of a covered medication under this pilot unless otherwise authorized by the COR subsequent to a review.

C.7.1.13.8.□□□□□□ The Contractor shall monitor the availability of medications on the mandatory mail drug list at TMOP. If the Contractor is unable to fill a medication subject to the mandatory mail policy at TMOP, the Contractor shall have a process in place to contact the beneficiary to explain options available for filling the prescription, including issuing an override to allow for an additional courtesy

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

fill of the medication at a retail pharmacy, if necessary, and instructions for how to reinstate mail order service. When a previously unavailable medication becomes available at TMOP, the Contractor shall contact the beneficiary to attempt to recapture the medication at TMOP.

C.7.1.13.9. □□□□□□ The Contractor shall provide reporting on beneficiaries who opt out of the pilot (CDRL M270).

C.7.2. Mail Order Pharmacy Accounts

C.7.2.1. The Contractor shall support TMOP registration by a variety of means, including but not limited to submissions in writing, via telephone, or via the Contractor's website. When the Contractor receives a prescription transfer from an MTF (as described in C.7.8) for a beneficiary without an existing MOP account, the Contractor shall create an account using the information on the prescription received from the MTF.

C.7.2.2. For TMOP prescription orders, the Contractor shall allow beneficiaries to provide a credit card for the copayment amount. The Contractor shall establish individual accounts for family members, and shall allow for more than one credit card to be on record for collection purposes. The Contractor shall ensure that if a beneficiary overpays a copayment amount, the beneficiary is notified that the excess has been credited to the beneficiary's account for future prescriptions, or the overpayment is refunded to the beneficiary along with the explanation of the refund, whichever the beneficiary prefers.

C.7.2.3. As a result of its own business judgment and at its own risk, the Contractor may choose to extend credit to beneficiaries so that when an insufficient copayment is received, the Contractor may fulfill the prescription order up to the amount of the Contractor-established credit limit and credit aging parameters. As the Contractor is not acting as an agent of the Government in extending credit to beneficiaries, none of the recoupment procedures set forth in this contract or the TRICARE manuals shall be available to the Contractor to collect beneficiary copayments. Likewise, any uncollected debts from beneficiaries resulting from the extension of credit are not reimbursable under this contract. If the Contractor does not extend credit or the beneficiary has exceeded the Contractor's established credit parameters, the Contractor shall return the prescription to the beneficiary and notify the beneficiary of the correct copayment amount required.

C.7.3. Mailing Prescriptions

C.7.3.1. TMOP prescription orders shall only be mailed to beneficiaries living in the 50 United States, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa and Guam; to beneficiaries with an Army Post Office (APO), Fleet Post Office (FPO), or U.S. Embassy address; and to troops in deployed theatres of operation. Beneficiaries in deployed theatres of operation will be identified by the Government. TMOP 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. The Contractor shall have the ability to suspend shipping to specified addresses outside the United States by postal code when directed by the Government. The Contractor shall ship medications care of (c/o) to the beneficiary's health care provider's office, if requested by the beneficiary. When shipping medications, the Contractor shall comply with U.S., U.S. Military, and U.S. Embassy Postal Service regulations. The Contractor shall

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

not ship prescriptions to addresses where any prior prescription or correspondence to that beneficiary has been returned undeliverable without first contacting the beneficiary and verifying the address.

C.7.3.2. With each order shipped, the Contractor shall include information on all options for reordering and a pre-addressed envelope, so the beneficiary may order refills or new prescriptions.

C.7.3.3. Upon request by the beneficiary, the Contractor shall provide next day delivery services to beneficiaries with a mailing address within the continental U.S. The beneficiary is responsible for the additional shipping cost at the Contractor's most favorable shipping rate.

C.7.3.4. The Contractor shall be responsible for all medications dispensed by the Contractor up to the point of delivery to the beneficiary or to the alternate delivery location designated by the beneficiary. The Contractor shall allow 12 days from the original ship date for the beneficiary to receive their order. Beginning 12 days after the ship date, the Contractor shall reshipe the order within three (3) days of receiving notification from the beneficiary that their order has not been received or was received in unusable condition. A beneficiary shall have up to 45 days from the original ship date to report that an order was not received and request a replacement with no additional copayment. This shall be extended to 60 days for prescriptions sent using an APO, FPO or U.S. Embassy address. The Contractor shall not receive an administrative fee or replenishment for replacement shipments. The Contractor shall report on all replacement shipments requested and fulfilled (CDRL Q040).

C.7.3.5. Within 10 calendar days from the beginning of the contract base period, the Contractor shall identify its preferred Returns Management Reverse Distributor (Reverse Distributor) to the Government. The Contractor shall segregate all returned pharmaceuticals under this contract from all other pharmaceuticals in its facility. The Contractor will hold all returned pharmaceutical agents for processing by the Reverse Distributor. The Contractor will contact the Reverse Distributor no less frequently than quarterly to arrange for a return shipping date. The Contractor will provide the Reverse Distributor access to its facility for onsite inventory, packaging, and shipment of returns to the Reverse Distributor's central location. The Contractor shall submit to the Government all receipts provided by the Reverse Distributor upon pick-up. The Contractor is not responsible for the cost of packaging or shipment of returns to the Reverse Distributor.

C.7.3.6. For all pharmaceutical agents returned to the MOP, the TED record will be adjusted or cancelled as necessary to properly reflect co-payment, administrative fee, and replenishment. The TED adjustment/cancellation must maintain an accurate clinical record on PDTS.

C.7.4. Partial Shipments.

When directed by the Government, the Contractor shall dispense partial shipments of certain medications designated by the Government if the days' supply called for on the prescription exceeds 30 days. The full copayment will be collected on the first partial shipment. Subsequent partial shipments will have no copayment assessed until the full quantity of the prescription has been dispensed or until the prescription has expired. The Contractor shall document the receipt of the copay and all subsequent shipments covered by that copayment and provide reporting to the Government (CDRL Q150). The clinical record shall accurately reflect all partial dispensing.

C.7.5. Compounded Medications

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

Before dispensing any compounded medication through TMOP, the Contractor shall verify that all supplies and ingredients required to prepare the compound are available for replenishment from the National Prime Vendor (NPV), as described in C.7.11. In the event that any required products are not available, the Contractor may return the prescription to the beneficiary.

C.7.6. Error Reporting

The Contractor shall provide a report on all TMOP defects and errors (CDRL Q050). For purposes of this report, the Government defines a medical error according to the National Coordinating Council for Medication Error Reporting & Prevention (NCC-MERP): “Any preventable event that may cause or lead to inappropriate medication use or patient harm while the medication is in the control of the health care professional, patient or consumer.” Examples include, but are not limited to:

- Lost or damaged prescriptions reported upon receipt, resulting in delay in processing and/or increased difficulty in transcription;
- Prescriptions entered into the incorrect patient’s profile, transcribing the wrong drug or dose, or directions (sig), into the patient’s profiles;
- Failing to correctly enter all elements of a prescription, e.g., refills, such that the patient may not correctly receive the correct duration of therapy; or events that may trigger an allergy or drug-drug interaction, dosed incorrectly, wrong quantity transcribed, etc.; or
- Incorrect quantity dispensed, broken medications, label, bottle or packing defects, improper storage or shipping.

C.7.7. Prescription Conversions from Retail

C.7.7.1. At the beneficiary’s authorization, the Contractor shall contact the prescriber to obtain a new prescription to be filled by the TMOP or the MTF pharmacy designated by the beneficiary. The Contractor shall offer both points of service as an option to the beneficiary to transfer their medications.

C.7.7.2. The Contractor shall provide reporting on the number of transfers requested and completed (CDRL Q140).

C.7.8. Prescription Transfers from MTF Pharmacies

The Contractor shall support the electronic transfer of eligible prescriptions from specific MTF pharmacies identified in Attachment J-3 to TMOP, as described in the “Implementation Guide for Transferring Prescription Refills from the Military Treatment Facility (MTF) to the TMOP”. Participation will be at the discretion of each individual MTF. At the start of pharmacy services, the Contractor shall support MTF to TMOP transfers from the six (6) pharmacies identified by the Government. For each participating MTF, the Contractor shall support connectivity testing, mapping of the drug file for medications designated by that MTF, and education of the MTF’s beneficiary population. The Contractor shall also provide ongoing support to these MTFs to resolve any issues experienced in the transfer of prescriptions to TMOP, including monitoring unsuccessful transfers and determining the cause. Any prescription transfer requests for beneficiaries who have OHI will be rejected back to the MTF. The Contractor shall provide a report to the Government of all successful and rejected MTF transfers (CDRL M110).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.7.9. Specialty Pharmacy Services

C.7.9.1. Specialty pharmaceuticals are high-cost injectable, infused, oral or inhaled drugs that are generally more complex to distribute, administer and monitor than traditional drugs. The Contractor shall provide specialty pharmaceuticals through the mail order and retail pharmacy venues. Through its operation of specialty pharmacy services, the Contractor shall maximize the extent to which beneficiaries obtain specialty pharmaceuticals from TMOP rather than from retail pharmacies.

C.7.9.2. DoD designates specialty mail order pharmacies in which the Contractor has ownership or a financial interest as extensions of the TMOP pharmacy. The Contractor shall identify to the Government specialty pharmacies designated as such and their locations. The Contractor shall notify the Government of any changes to this list. Prescriptions filled by TRICARE eligible beneficiaries at these extensions of the TMOP pharmacy will be subject to TMOP prescription processing requirements and MCPF pricing. All pharmaceutical agents and supplies, dispensed through TMOP or its designated extensions under this contract are subject to replenishment requirements outlined in Section C.7.11 of this contract. All replenishment orders will be placed through a centralized ordering process and delivered to TMOP.

C.7.9.3. The Contractor shall ensure that beneficiaries have access to pharmaceuticals that are subject to limited distribution channels established by the pharmaceutical manufacturer and/or the FDA. In cases where limited distribution items are dispensed by a specialty mail order outlet but are not available for replenishment by the NPV, the Contractor may request the Government's approval to process prescriptions for those NDCs as retail network claims. These NDCs will then be adjudicated as standard retail network claims and will not be replenished by the Government.

C.7.9.4. The Contractor shall provide a dedicated toll free number for beneficiaries and providers to call for assistance relating to specialty pharmaceuticals and services. Minimum hours of operation shall be 8 a.m. to 9 p.m. (Eastern Time), Monday through Friday. The Contractor shall provide a dedicated line for providers, either through a separate phone number or a provider option at the beginning of the automated phone menu.

C.7.9.5. Specialty Clinical Services

C.7.9.5.1. □□□□□□ The Contractor shall provide clinical services in conjunction with all pharmaceuticals designated on the DoD clinical services drug list and dispensed through TMOP, including specialty pharmacies designated as DoD specialty mail order outlets. Final decisions of the Director, TMA regarding changes to the identification of pharmaceuticals subject to clinical services and change implementation dates are published in the quarterly DoD Pharmacy and Therapeutic Committee Minutes at http://pec.ha.osd.mil/pt_minutes.php. See TOM Chapter 23, Section 1 for information on drugs eligible for specialty care services.

C.7.9.5.2. □□□□□□ The Contractor shall provide clinical support services to beneficiaries receiving designated medications through TMOP. These services shall include, but are not limited to:

- Optimizing therapeutic outcome by minimizing adverse clinical events, minimizing waste, and achieving a high level of beneficiary satisfaction.
- Conducting patient-centric adherence monitoring and member education initiatives.
 - Optimizing medication adherence (education, reminders, side-effect management) for specialty drug products with poor adherence rates or significant risks when used inappropriately.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- Provision of educational information and medication administration training through multiple mediums, such as verbal, written or online, to TRICARE beneficiaries receiving specialty drugs.
- Providing plan-specific clinical and outcomes reporting, including rates of transferring specialty pharmaceutical prescriptions from retail to TMOP.
- Providing specialty drug market analytics, and developing proactive cost and utilization management initiatives directed towards beneficiaries and prescribers.

C.7.9.5.3. All beneficiaries filling these medications through TMOP or a DoD specialty mail order pharmacy outlet are to be automatically enrolled to receive these clinical services. On a quarterly basis, the Contractor shall conduct a review for patients who have refused to participate in these clinical services. These beneficiaries shall be dis-enrolled from the clinical services.

C.7.9.5.4. The Contractor shall provide a report on the dispensing of specialty prescriptions and clinical services provided (Q060).

C.7.10. Deployment Prescription Program (DPP)

C.7.10.1. The Contractor shall manage all aspects of the TMOP registration and prescription process for deploying beneficiaries and for beneficiaries at U.S. Embassies or in-theater locations. The contractor shall provide comprehensive reporting, allowing the Government to monitor the program (CDRL M060). Deployment prescriptions include all prescriptions for TRICARE eligible beneficiaries deployed in a theater of operation.

C.7.10.2. For beneficiaries deployed in theaters of operation, the Contractor shall provide notification by email or by telephone, at the beneficiary's request, about prescriptions received, placed in pended status, and the next eligible fill date.

C.7.10.3. The Contractor shall receive DPP prescriptions via standard mail, fax, or secure server from any Pre-Deployment or Out-Processing Center, hereafter referred to as the "Center(s)." DPP prescriptions will also be received using these same channels from Embassy locations and within theater. Upon receipt of a DPP prescription, the Contractor shall verify, adjudicate, and process the prescription in accordance with the procedures outlined in C.7.10.4 - C7.10.7. DPP prescriptions may have additional restrictions (e.g. psychotropic policy, non-deployable medications, etc.), as stipulated at <http://pec.ha.osd.mil/PMART/deployment.php>.

C.7.10.3.1 The contractor shall also receive electronic prescribed prescriptions submitted to TMOP (per C.12.7.1) from Embassy locations, for which the DPP processing requirements described below do not apply.

C.7.10.4. To support DPP prescriptions the Contractor shall establish communications with and maintain a current point of contact (POCs) for all Centers, regional theater pharmacists and embassy providers. The Contractor shall educate the Centers on the most common causes for delays in prescription processing and returned prescriptions and actively work with the Centers to maximize the volume of clean prescriptions received and dispensed.

C.7.10.5. Upon receipt of a DPP prescription, the Contractor shall perform the following verification steps:

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

1. Perform DEERS eligibility query. If a DEERS query shows the beneficiary as ineligible, the Contractor shall coordinate with the beneficiary, so they may take the appropriate steps needed to show eligibility. Activated National Guard and Reserve service members may have to submit orders to DEERS to update their active duty status.
2. Verify that registration is complete and legible. The Contractor shall return the prescription form to the Centers for correction when requested by the Center.
3. Enter all beneficiary registration and prescription information into Contractor's system and verify that the information provided is complete and correct. The most common cases for delayed prescriptions are:
 - o Invalid/missing APO / FPO / Embassy address
 - o Missing prescriber signature, illegible prescriber name, missing credentials (DEA, NPI, NCCPA or state license). Note: All prescriptions for controlled medications must have the prescriber's assigned DEA number.
 - o Drug name/strength/form incorrect or missing
 - o Directions are missing, written "as directed" or not consistent with the dosage form (i.e. medication is a patch but directions are "one po qd".)
 - o Active duty member is showing as ineligible in DEERS.
 - o Prescription written for temperature sensitive medications. This includes capsules being shipped during hotter months and similar medications not otherwise requiring refrigeration.
4. Verify that all prescriber identifiers are received and valid.
5. Prescriptions to be pended will be screened for completeness and ProDUR performed prior to pending. Rejections and clinical warnings that would prevent the prescription from processing when it is released from pending status should be resolved with the prescriber and corrected in the system prior to pending the prescription. This screening is in addition to the full adjudication process that occurs prior to dispensing, when the prescription is released from pended status by the beneficiary.
6. The contractor will notify the beneficiary via email when a prescription is eligible to be filled. At the beneficiary's request, the contractor shall perform this notification by telephone, instead of sending an email.
7. At dispensing, prescriptions will follow the standard mail order pharmacy adjudication process. For all DPP prescriptions, except those submitted from embassy locations, the appropriate overrides will be entered by the contractor to allow the prescription to fill. These overrides may include the following:
 - o Max days supply limit (up to 180 days supply)
 - o Refill too soon
 - o Medical necessity
 - o Prior Authorization required
 - o Excluded Drug
 - o Quantity Limits
 - o Maximum Cost

C.7.10.6. Where clarification is required to process the prescription, the Contractor shall follow-up and contact the prescriber (if originating from theater or embassy) or Center (if originating from Pre-Deployment Center) within one (1) business day to verify the prescription. The Contractor shall allow 10-14 days for a response. For prescriptions originating in-theater, the Contractor will utilize the regional

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

POC(s) to assist in resolution. After attempting appropriate follow-up, the Contractor shall return any prescriptions that cannot be processed to the appropriate POC and notify the beneficiary.

C.7.10.7. When a delay is expected, the prescription cannot be processed, and upon successfully processing and/or shipping, the Contractor shall notify the beneficiary via email or by phone at the beneficiaries request within one (1) business day.

C.7.11. Pharmaceutical Agents and Supplies

C.7.11.1. The Contractor shall provide inventory of pharmaceutical agents and supplies, hereafter referred to collectively as “agents,” for TMOP for dispensing to TRICARE beneficiaries. The Government shall replenish that inventory as set forth below.

C.7.11.2. In order for the Government to replenish agents dispensed to TRICARE beneficiaries, the Contractor shall: (1) for brand medications, request replenishment in kind for the same agents as dispensed; (2) for generic medications, request replenishment in kind (i.e. the same agents as dispensed), or a therapeutically equivalent pharmaceutical agent. The Contractor shall request replenishment for agents dispensed to TRICARE beneficiaries by using the MCPF to obtain agents from the Government’s contracted NPV (contract SPM2DX-13-D-1000 McKesson Corporation, solicitation SPM2DX-11-R-0001). The Contractor shall use the NPV as the primary source for pharmaceutical agents and supplies. In order to optimize replenishment, the Contractor will provide written notification to the CO or COR when the NPV is not able to resolve any situations which may impede the replenishment process. This notification will identify each situation, including the specific agent and NDC, number of prescriptions impacted, reasons for the issue (if known), and any steps taken to locate additional sources of supply, and also provide recommendations as appropriate.

C.7.11.3. The Government compiles the MCPF from Federal Supply Schedules (FSS), Distribution and Pricing Agreements (DAPA), joint DoD/DVA national contracts, DoD contracts, and Blanket Purchase Agreements (BPA). This is currently compiled by the DLA-TS. The Contractor shall use the MCPF to identify, select, and price orders from the NPV for agents in package sizes that are most economical to the Government and can support TMOP utilization levels. If the Contractor is using the NPV’s online ordering system, the contractor is required to select the most economical contracted agent available in the online ordering system. Orders shall be rounded down to the nearest whole package size of product needed to replenish agents dispensed through TMOP. The agents will be shipped by the NPV to the Contractor’s TMOP location(s). In limited cases when required by the NPV or manufacturer, the Contractor may receive orders that are drop shipped directly from the manufacturer to TMOP.

C.7.11.4. The Contractor will submit all routine orders to the NPV using the Electronic Order Entry System (EOES) Monday - Friday between the hours of 8:00AM and 5:00PM (Pacific Time). In order for the NPV to make routine delivery by the next business day, the Contractor shall submit its routine order(s) by 5:00PM (Pacific Time).

C.7.11.5. The Contractor may submit emergency orders to the NPV as needed, 24 hours a day, 7 days a week (using EOES, telephone, fax or email). Under the terms of the NPV contract (SPM2DX-13-D-1000) delivery of all emergency orders will be made to the TMOP receiving facility within six (6) hours of receiving an emergency order. The Contractor may request two (2) emergency shipments per month to TMOP at no additional transportation / handling charges to TMOP. Any additional emergency orders will accrue all applicable transportation and handling costs, which will be borne solely by the Contractor.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.7.11.6. The Contractor, by performing a quantity receipt acknowledgement process consistent with the requirements in the NPV solicitation, will not be responsible for the cost of the product received from the Government since receipts represent replenishment of authorized quantities of agents dispensed at TMOP.

C.7.11.7. The Contractor shall not deviate from the procedures described above when ordering products from the NPV without prior written authorization from the CO or COR. Requests to do so shall include the 11-digit 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.7.11.8. The Contractor shall track and report volume of dispensed agents and replenishment agents ordered and received from the NPV, and provide auditable reconciliation reporting by 11-digit NDC number (CDRLs M200 and M210). The elements required for auditing will be specified by the Government. In the event that a dispensed NDC is not available for replenishment, the Contractor will request replenishment with a therapeutically equivalent substitute product with the same drug, dose, and dosage form. In cases where therapeutic equivalent agents are used to replenish dispensed agents, the Contractor will maintain records which permit the therapeutic equivalent agents to be tracked by quantity and cost back to the original agents in the Contractor's inventory. The quantities ordered shall not exceed the quantities dispensed. The Contractor will provide written notification to the Government within 14 days if availability issues result in prescriptions being returned to the beneficiary.

C.7.11.9. The Contractor shall coordinate with the NPV and the DLA-TS as necessary in order to accomplish the replenishment of TMOP pharmaceutical agents. The operational processes for this coordination are between the Contractor and the NPV, but shall not be inconsistent with NPV requirements established in the DLA-TS/NPV contract SPM2DX-13-D-1000, or successor contracts.

C.7.11.10. The Contractor shall provide volume utilization data to the NPV for prescriptions dispensed by TMOP, to be used in determining the quantity stocked by the NPV.

C.7.11.11. At least twice a year, the Contractor shall participate in a process to expend any credits that have accumulated with the NPV as a result of returns, pricing errors, and other adjustments. This date and exact process for using the credit shall be mutually agreed-upon by DLA-TS, the NPV, the COR and the Contractor. In the event of an unusually large credit, the Government may initiate an out-of-cycle request to perform the process.

C.7.12. Fulfillment and Absorption of Unreplenishable Pharmaceutical Agents and Supplies

As provided herein, the Contractor shall primarily dispense agents which are replenishable by the NPV. The Contractor understands that dispensed agents unreplenishable from the NPV are the responsibility of the Contractor. When an agent that is normally available from the NPV becomes unavailable, the Contractor will utilize its inventory to fill prescription orders.

C.7.13. Rebaseline and Continuous Monitoring

C.7.13.1. Prior to the start of pharmacy services and by a date mutually agreed upon after award, and during each successive exercised option period within 60 days of CO notification, the Contractor will submit a baseline listing of multi-source generic or branded products by 11-digit NDC for approval by the CO or COR. Each baseline listing will identify the therapeutically equivalent NDC that is the most

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

economical to the Government and will be dispensed for each product whenever substitution is permitted by the prescriber.

C.7.13.2. Following the start of option period 1, the Contractor shall continuously monitor availability and pricing of all products and provide weekly recommendations to the Government for the most cost-effective agents to be dispensed through TMOP. The Contractor shall identify the recommended change by 11-digit NDC for the Government's approval and the anticipated annual savings to the Government based on current utilization trends.

C.7.13.3. Authorization for NDC change requests must be obtained from the CO or COR in writing. The CO may direct the Contractor to make additional changes due to: 1) significant changes in drug prices, 2) the Government's award of a pharmaceutical procurement contract, or 3) other circumstances that necessitate a change.

C.7.13.4. The Contractor shall complete each NDC change no later than thirty calendar days after being notified by the Government. The Contractor shall submit a written request for extension to the COR within ten (10) days of receiving initial notification if the NDC change is expected to take longer than thirty calendar days. The request shall state the date the NDC change will be made and include the rationale for the extension.

C.7.13.5. The Contractor shall attempt to deplete all current inventory received from the prime vendor prior to implementing the NDC change. In situations where the prime vendor has supplies of government-specific inventory, the Contractor shall work with the prime vendor to deplete supplies prior to implementing the NDC change. The Contractor shall notify the Government if it anticipates it will be unable to deplete this inventory.

C.8. Formulary & Copayment

C.8.1. Uniform Formulary

C.8.1.1. The Contractor shall comply with the provisions of the DoD Uniform Formulary and its copayment structure. Uniform Formulary changes are generally announced quarterly. Additional information may be found at www.tricare.mil/uniformformulary and www.tricare.mil/pharmacycosts.

C.8.1.2. The Contractor's participation in the formulary review process will be through its participation in the Beneficiary Advisory Panel (BAP). Further information is available here: <http://www.tricare.mil/pharmacy/BAP/default.htm>.

C.8.1.3. When the P&T process makes changes to the formulary such as the approval of new or revised clinical interventions, prior authorization, medical necessity, or alters clinical and/or safety criteria, the Contractor shall adopt those changes according the specified implementation date. The Contractor shall continually monitor and implement uniform formulary changes published at http://pec.ha.osd.mil/pt_minutes.php.

C.8.1.4. TRICARE authorized vaccines administered by retail pharmacies in accordance with the Centers for Disease Control (CDC) immunization protocols governing their use found at <http://cdc.gov/vaccines> are covered under the TRICARE Pharmacy Benefit. The list of TRICARE authorized vaccines are found on the TRICARE website, located at www.tricare.mil/vaccines. The Contractor shall also monitor and adhere to any future change to the list if and when it occurs.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.8.1.5. Requests for pharmaceutical agents and supplies not covered under the pharmacy benefit will be denied. Appeals of denied claims submitted by the beneficiary will be reviewed under the appeals process, set forth in TOM, Chapter 12.

C.8.2. Copayment Collection

Copayments shall be charged to beneficiaries in accordance with the TRM, Chapter 2, Addendum B. The Contractor shall be responsible for collecting beneficiary copayments when dispensing prescriptions through TMOP, and ensuring that the appropriate copayment is collected at retail network pharmacies. The Contractor shall make changes to its systems to implement the pharmacy copayment specified in the TRM, Chapter 2, Addendum B within 14 calendar days of receiving notice from the Government that the copayment dollar amount and/or percentage has changed. Copayments for prescriptions under special programs will be included in TRM, Chapter 2, Addendum B and may vary from the normal three tier structure. All copayment changes will be effective for pharmaceuticals dispensed on and after the implementation date specified by the Government.

C.9. Clinical Services

C.9.1. Clinical Reviews

C.9.1.1. The Contractor shall perform clinical reviews for pharmaceuticals designated by the P&T as requiring Prior Authorization (PA) and/or Medical Necessity (MN), and based upon P&T established criteria. The P&T Committee will provide PA and/or MN criteria for these pharmaceuticals. The Contractor shall conduct any required clinical reviews using the approved criteria.

C.9.1.2. A current listing of pharmaceuticals requiring PA and/or MN may be found at:

- PA: http://pec.ha.osd.mil/forms_criteria.php
- MN: <http://pec.ha.osd.mil/nonform.php?submenuheader=1>

When P&T designates new pharmaceuticals as requiring a PA or MN, the Contractor shall adopt those changes according the specified implementation date. The Contractor shall have a process for validating new clinical review requirements to ensure that claims adjudicate as intended by the Government.

C.9.1.3. The Contractor shall use best commercial practices for conducting all clinical reviews so as to achieve TRICARE Pharmacy Program objective of minimizing costs to the Government by maximizing the use of preferred drugs and minimizing the use of non-preferred or non-formulary drugs.

C.9.1.4. The Contractor shall check the patient's profile to determine if a clinical review for necessary PA or MN has been completed as a result of an MTF dispensing or for a mail order or retail dispensing. The Contractor shall not perform a clinical review if one has previously been completed. If no PA or MN is on file and there is no prior record of an MTF dispensing of the medication, the Contractor shall perform the determination and transmit the approval or denial of the PA or MN determination to PDTS. Additionally, TED records will be submitted in accordance with the TSM for all approved or denied clinical reviews performed. If additional information is received for a denied PA or MN within 14 calendar days of the initial denial, the reconsideration shall be considered part of the initial review and no change shall be made to a previously submitted TED for the revised PA or MN.

C.9.1.5. The Contractor shall send a letter to the beneficiary and prescriber providing notification of the clinical review decision. For denied clinical review determinations, the letter shall advise the beneficiary

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

of their appeal rights. The initial notification shall contain sufficient information to enable the beneficiary or prescriber to understand the basis for the denial and shall state with specificity what services and supplies are being denied and for what reason (i.e., listing specific PA or MN criteria not met). The Contractor shall utilize best commercial practices for communicating these denials to minimize beneficiary confusion. An appeal of the Contractor's initial determination and any further appeals shall be processed in accordance with the TOM, Chapter 12.

C.9.1.6. The Contractor will also be responsible for providing the Government with information for use in P&T deliberations. The Contractor shall provide expertise and recommendations:

- For implementation of criteria prior to PA or MN implementation, based on best commercial practice; and
- For maintenance of the criteria over time (i.e., making appropriate recommendations for changes to the criteria if new clinical information becomes available after the implementation period).

The Contractor will propose changes to implementation processes or criteria, as they relate to TRICARE patients, and provide those proposed changes for Government review and concurrence. The Contractor will be responsible for developing the mechanism for reviews, subject to Government concurrence.

C.9.1.7. The Contractor shall perform PA determinations regarding off-label use of pharmaceuticals in accordance with the TPM, Chapter 8, Section 9.1.

C.9.1.8. The Contractor shall have the ability within its system to identify all beneficiaries with an existing PA or MN for specific medications, at the request of the Government. The Contractor shall have the ability to apply, shorten, extend, or remove a specific PA or MN for any identified patient or group of patients. The Contractor shall execute this process within 30 days of receiving a request from the Government.

C.9.1.9. The Contractor shall process clinical review requests and provide notification to the beneficiary and prescriber in a manner that meets the following minimum processing standards:

- (b)(4) of all clinical reviews, to include those for compound medications, shall be completed and notification sent within five (5) days of receipt of a properly completed request, measured monthly.
- 100% of all clinical reviews shall be completed and notification sent within ten (10) days of receipt of a properly completed request, measured monthly.

The Contractor shall provide reporting with clinical review volumes and processing times (CDRL Q090).

C.9.1.10. Availability of Medications Non-Compliant with Federal Ceiling Price

C.9.1.10.1. □□□□□□ Retail network claims for covered drugs will be limited by the written pricing agreement requirements at 32 C.F.R. 199.21(q) (2). The P&T process will determine when covered drugs are unavailable through the retail network under this regulation and determine the criteria for preauthorization. These items and their respective implementation dates are published at http://pec.ha.osd.mil/pt_minutes.php.

C.9.1.10.2. □□□□□□ Beginning on the published implementation date, access to these medications in the retail pharmacy network shall be restricted in accordance with TPM, Chapter 8, Section 9.1. The Contractor shall block all dispensings of the selected drug in the retail network, except when a preauthorization has been approved.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.9.1.10.3. □□□□□□ As the Government restricts access to a non-compliant covered drug, the Contractor shall mail notices to beneficiaries with active prescriptions, describing the new restriction and providing information on how to change the current prescription to either an approved agent or move to TMOP (See C.10.4.3). The beneficiary may also submit a request for preauthorization, which shall be considered a type of clinical review and processed under the requirements in C.9.1.

C.9.1.11. Clinical Reviews for Dispensing Brand Over Generic

The Contractor shall perform prior authorizations using Contractor-developed, Government-reviewed criteria to determine when there is a clinical justification to use a brand name drug in lieu of a generic equivalent. The Contractor's criteria and documentation of clinical basis for criteria will be made available to the COR, for initial approval and concurrence, not less than 120 days prior to the start of pharmacy services. Once initial criteria are approved, the Contractor may only make changes to the criteria, as they relate to TRICARE patients, upon the Government's review and concurrence.

C.9.2. Administrative and Automated Overrides

The Contractor will perform administrative and automated reviews. These edits do not require the same level of effort as clinical reviews and shall not be considered as such. These edits include but are not limited to automated overrides for age limit and gender restrictions for beneficiaries who meet the criteria, automated profile reviews, as well as quantity limit overrides for vacations, deployments, or medication dosage changes. System generated PAs shall be distinguished from PAs resulting from a clinical review on the patient's profile and in the PDTS data warehouse.

C.9.2.1. Administrative Overrides for MTF Claims

MTF pharmacies perform their own clinical review and the Government deems that the requirement for prior authorization for a drug has been satisfied if that drug has been dispensed at an MTF pharmacy, including medications dispensed in theater (See C.12.6). When adjudicating a claim at any point of service for a prescription requiring prior authorization, the Contractor shall review the profile for any MTF dispensings of the medication. If the medication has been dispensed by an MTF, the Contractor shall perform an administrative override to bypass the PA requirement and process the claim. This override shall be applicable to the dispensing of the medication at other points of service in alignment with benefit design rules as determined by the Pharmacy and Therapeutics Committee or business rules for claims processing. The override does not apply to any ProDUR edits that the claim may generate and will be handled according to the applicable business rules for that claim.

C.9.2.2. Automated Profile Reviews

The Contractor shall provide automated profile reviews for pharmaceuticals and drug classes designated by P&T. Step therapy is a type of automated profile review that is intended to channel patients to preferred agents that provide the most cost-effective therapy and the least risk to patients. The Contractor shall perform the step therapy reviews electronically via automated medication profile review in real-time at the point of service. When a prescription for a drug requiring automated profile review is presented, the automated profile review will look back a minimum of 180 days, and up to 360 days for qualifying drugs. The Contractor's look back methodology shall have technical capabilities to be able to address a variety of potentially complex step edits, including but not limited to multiple steps.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.9.3. Safety Enhancement for Step Therapy

The Contractor will promote patient safety when the step therapy edit results in a prescription claim rejection. At a minimum, the Contractor shall ensure that the beneficiary and prescriber understand why a rejection has occurred and the available options and alternatives drugs, as applicable. The Contractor shall perform outreach to patients who encounter a rejection and subsequently do not fill a prescription for the medication or for a suitable alternative within four (4) days of encountering the rejection at retail and seven (7) days at TMOP. The Contractor shall provide outreach to all such patients for step therapy for drugs or classes designated by P&T within 14 days of the reject and provide reporting to the Government (CDRL Q220).

C.9.4. Prescription Monitoring Initiatives

C.9.4.1. Under 32 C.F.R. 199.4, TRICARE may not cost share drugs to support or maintain a potential abuse situation. Prescription monitoring is a coordinated effort between TRICARE pharmacy and medical venues to identify beneficiaries who exhibit possible unsafe controlled medication usage and to restrict specific individuals to appropriate levels of utilization for their medical situation. The Contractor shall support prescription and utilization monitoring intended to identify potential abuse situations and restrict access to prevent further abuse. Two aspects of prescription monitoring include the Prescription Restriction Program, described under C.9.4.2, and MTF Restrictions, described under C.9.4.3.

C.9.4.2. Prescription Restriction Program

C.9.4.2.1. The Contractor shall manage the Prescription Restriction Program in accordance with the requirements set forth in TPM, Chapter 8, Section 9.1, Paragraph 4.0 and TOM, Chapter 13, Section 2, Paragraph 4.4.7. The Contractor shall coordinate efforts to identify potential candidates with the three regional MCSCs and TMA Pharmacy Operations Center (TMA POC). While identifying potential candidates relies primarily on pharmacy generated reporting, the Contractor will accept candidate referrals from any source. The Contractor shall forward referrals to the appropriate medical venue for assessment of the candidate's medication use and other factors.

C.9.4.2.2. Forms currently used by MTFs for communicating restrictions are available at http://pec.ha.osd.mil/Pharmacy_restriction.php?submenuheader=2.

C.9.4.2.3. The Contractor shall generate a quarterly listing of the most likely candidates for restrictions based upon the number of controlled medications filled, the number of physicians prescribing controlled medications and the number of pharmacies that fill these prescriptions. The list will refl the top (b)(4) candidates per MCSC region and will be provided to each MCSC and/or TMA POC for Active Duty personnel / beneficiaries enrolled to an MTF. The MCSCs or MTF will then review medical claims to determine if the amount and type of prescriptions reported are appropriate for the beneficiary's diagnosis.

C.9.4.2.4. Where the MCSC or MTF determines that a restriction is appropriate and notifies the Contractor accordingly, the Contractor shall take one of the following actions for that beneficiary:

1. Restrict the beneficiary so all medications, or specific medications must be prescribed by a specific provider(s) and / or filled at a specific pharmacy(ies);
2. Require the beneficiary to pay 100% of the cost of the restricted medications until beneficiary provides the required information to the pharmacy Contractor.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.9.4.2.5. Upon receiving a determination from an MCSC, identifying those beneficiaries to be enrolled in the program, the pharmacy Contractor shall send a letter to each beneficiary identified. The letter sent to an MCSC enrolled patient shall inform the beneficiary that they have been enrolled into the program and that they are required to designate who their physician(s) is/are and a single hospital emergency room, where they will receive health care services.

C.9.4.2.6. Upon receiving the beneficiary's written response designating their prescribing providers, or the MTF's direction on restriction, the Contractor shall lock the beneficiary in accordance with the specified restrictions. Once the beneficiary is locked, the Contractor shall reject all pharmacy prescriptions submitted which violate a beneficiary's restriction(s) in accordance with C.9.4.2.8.

C.9.4.2.7. The Contractor shall provide a list of beneficiaries who have not responded within 14 calendar days to the COR or other designated authority to approve the entry of the restriction type 2 listed under C.9.4.2.4.

C.9.4.2.8. The pharmacy Contractor will enter within 24 hours of receiving provider selections from the beneficiary or restriction guidance from the Government. The pharmacy contractor will notify the Government of any restriction change requests within 24 hours of request. Approved overrides to restrictions will be entered as soon as possible, not to exceed four (4) hours. Restrictions will be handled differently for mail order, retail and MTF prescriptions: Mail order and retail pharmacies prescriptions will be rejected if they are not in compliance with the beneficiary's restriction. These rejects will only be overridden by the Contractor (not at the point of sale) if approved by the COR or other designated authority. An MTF prescription however, will generate a ProDUR warning alerting them that the beneficiary is not in compliance with their restriction, which the MTF can override.

C.9.4.2.9. The Contractor shall also apply restrictions for beneficiaries at their own request (for example, in the case of identity theft). Beneficiaries with restrictions entered at their own request may dis-enroll from the program at any time and remove all restrictions.

C.9.4.2.10. To aid the Government in monitoring the program, the Contractor shall provide reporting on the number of beneficiaries with restrictions, changes to restrictions over the reporting period, and beneficiaries not in compliance with their restrictions (CDRL Q100).

C.9.4.3. Other MTF Restriction Programs

In addition to the Prescription Restriction Program, individual MTF sites may have specific utilization and prescription monitoring programs, such as Warrior Transition Units, where military personnel may be enrolled for a limited duration. Under these programs, the MTF will make determinations for modification and/or removal of a beneficiary's restrictions. The MTFs will communicate these determinations to the TMA POC, who will notify the Contractor to modify restrictions. The Contractor shall enter or update these restrictions as described above.

C.9.5. Adherence Monitoring

Adherence to medication therapy is an important component of improving overall health outcomes. The Contractor shall implement processes to monitor, measure, report and improve prescription adherence. Initiatives include but are not limited to processes designed to increase patients' adherence to prescribed

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

therapy, promote conversion to preferred formulary agents and to optimize drug therapy in selected populations/disease states.

C.10. Beneficiary Services & Education

C.10.1. Beneficiary Support Services

C.10.1.1. The Contractor shall offer beneficiary services, including a call center. The Contractor shall operate beneficiary services with personnel predominantly dedicated to this contract and shall respond to beneficiary inquiries 24 hours a day, 365 days a year, in accordance with the contract requirements and performance standards stated below. Through its beneficiary services operation, the Contractor shall provide accurate, complete and timely responses in a courteous manner to questions from beneficiaries about any aspect of the services provided under this contract. The Contractor shall use best commercial practices and technology that meet the needs of the MHS beneficiary in providing customer support and education resources, including mobile access and social media. The Contractor shall provide beneficiary services to all non-English speaking and hearing impaired beneficiaries. The Contractor's beneficiary service operation shall fully support beneficiary inquiries during the phase-in period beginning no later than 40 calendar days before the start of pharmacy services. The Contractor shall provide a data file of call center utilizers (CDRL Q070).

C.10.1.2. The Contractor shall offer toll free numbers in support of all the services provided under this contract, based on the requirements in Chapter 23, Section 4 and Chapter 11, Section 6 of the TOM. The Contractor shall provide the Government with a list of all telephone and fax numbers used in the support of this contract and shall provide updates when numbers are added or changed.

C.10.1.3. The Contractor shall provide beneficiaries with access to their own claims history for no less than 18 months after their TRICARE eligibility has ended.

C.10.1.4. When the Contractor cannot resolve a specific beneficiary issue related to care not covered under this contract, the Contractor shall facilitate the beneficiary's contact with the appropriate organization to seek additional guidance. This requirement includes, but is not limited to the following situations:

- The beneficiary's issue concerns eligibility status within DEERS and must be addressed by the DEERS Customer Support Office; or
- The beneficiary's issue concerns coverage administered by another TMA Contractor (e.g., the MCSCs for their region).

Based on the additional guidance, the Contractor will continue to work the issue until resolved or otherwise dispositioned.

C.10.1.5. The Contractor's Automated Response Unit (ARU) shall have an option for beneficiaries to check the status of their TMOP pharmaceutical prescription orders. The ARU initial menu shall also allow beneficiaries the option of being immediately transferred to a Customer Service Representative.

C.10.1.6. At the beneficiary's request, the Contractor shall perform coverage checks to verify whether a prescription will process under the benefit and confirm the copay that will be assessed. The Contractor shall use the complete beneficiary profile and claims data when performing the coverage check to ensure that the beneficiary is provided with an accurate answer, including but not limited to:

- Medications dispensed at all points of service;
- Clinical reviews on file; and

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- Previous claims impacting edits.

C.10.1.7. The Contractor shall accept referred customer service cases via the Government's secure, web-based Assistance Reporting Tool (ART) which promotes customer service by facilitating beneficiary case resolution with less risk of compromising Protected Health Information (PHI) or Personally Identifiable Information (PII).

C.10.1.8. All written responses to beneficiaries shall meet the standards established in the Plain Writing Act of 2010 (See 5 U.S.C. 301), as implemented in DoDI 5025.13, communicating to beneficiaries in a manner that is "clear, concise, well-organized and follows other best practices appropriate to the subject or field and intended audience." The Contractor shall use alternative government identification number, such as the DoD Benefits Number (DBN) in place of the SSN on outgoing correspondence from the Contractor to the beneficiary.

C.10.1.9. The Contractor shall monitor priority correspondence (See TOM Chapter 23, Section 4) addressing any beneficiary issue under this contract received from any source and provide reports of priority correspondence updated as correspondence is entered or closed (CDRL M080). The Contractor shall forward priority correspondence to the Government in accordance with TOM Chapter 11, Section 5, Paragraph 5.0.

C.10.1.10. The Contractor shall monitor issues driving call center volume and provide monthly report of the top call center issues to the Government (CDRL M090). Additionally, significant issues that drive high call volumes or other significant sources of beneficiary dissatisfaction shall be reported to the COR or other designated authority. The Contractor shall provide a data file identifying all beneficiaries contacting the call center over the reporting period. Interim updates on specific issues shall be provided to the Government upon request.

C.10.1.11. On an ongoing basis, the Contractor shall monitor beneficiary calls and industry trends to identify emerging issues impacting TRICARE beneficiaries. These issues shall be communicated to the COR or other designated authority on a timely basis. The Contractor shall work in collaboration with the Government to address these issues as appropriate.

C.10.1.12. The Contractor shall provide the Government with real-time remote and on-site call monitoring capabilities, as described in TOM, Chapter 11, Section 6.

C.10.1.13. The Contractor shall provide an EOB to the beneficiary detailing the beneficiary's retail, mail order, specialty and MTF prescription activity. The Contractor shall provide EOBs primarily by electronic means, but will also offer delivery by mail at the beneficiary's request or if a valid email address is not available. Electronic EOBs are to be generated monthly but mailed EOBs will only be provided on a quarterly basis. Quarters are defined by the calendar year; and EOBs will be generated no later than 11 days after the end of the period being reported (both monthly and quarterly).

C.10.1.13.1 The initial EOB mailing be in July, 2015 and will include beneficiary prescription activity for the months of April, May and June, 2015.

C.10.1.13.2 The Contractor will not bill the Government for the final EOB mailing generated under this contract.

C.10.1.13.3 The Contractor shall track the volume of EOBs sent through both channels, including the number of returned electronic notifications, the number of beneficiaries that accessed their electronic EOB and the number of mailed copies that were returned (CDRL Q130).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.10.1.14. As measured on a monthly basis, measured specifically for the beneficiaries serviced under this contract, the minimum performance shall be as follows:

Service Category	Standard
Telephone Answering (Initial answer)	100% within 20 seconds
Transfer to live Beneficiary Service Rep after selection by caller	30 seconds Average Speed of Answer
Telephone Call Blockage rate	2% or less
Abandoned Call rate at any point	3% or less
Telephone Calls Resolved at any point	95% during initial call, 100% within 2 days
Priority Correspondence – Complete and issue resolved (to the Government’s satisfaction)(Includes Electronic)	95% during 10 days, 100% within 30 days
Routine Correspondence (Includes Electronic)	85% within 15 days, 100% within 30 days

The Contractor shall provide reporting on all metrics (CDRL Q110).

C.10.2. Pharmacy Help Desk Service

C.10.2.1. Starting no later than 40 days prior to the start of pharmacy services, the Contractor shall operate a pharmacy help desk that helps retail network pharmacies provide courteous, prompt, efficient retail pharmacy services to TRICARE beneficiaries in accordance with TRICARE Pharmacy Program requirements.

C.10.2.2. The Contractor shall also accommodate calls from MTF pharmacies to support processing of claims, dispensing of medications, or other related issues. The Contractor shall provide a dedicated toll free number in support of MTF pharmacies and shall have staff specifically trained to support the MTFs. When the Contractor’s staff is unable to provide resolution to an issue, the Contractor shall provide full documentation of the steps taken to resolve the issue when escalating the issue to the TMA POC. Prior to the start of pharmacy services, the TMA POC will provide training to assist the Contractor in developing processes to support MTF pharmacies.

C.10.2.3. The Contractor shall respond to inquiries from retail network pharmacies and MTF pharmacies 24 hours a day, 365 days a year, in accordance with the performance standards stated below.

Service Category	Standard
Telephone Answering (Initial answer)	100% within 20 seconds
Transfer to Customer Service Rep after selection by caller	30 seconds Average Speed of Answer
Telephone Call Blockage rate at any point	2% or less
Abandoned Call rate at any point	3% or less

The Contractor shall report MTF calls separately from those from retail pharmacies.

The Contractor shall provide reporting on all metrics (CDRL Q120).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.10.3. Beneficiary Education

C.10.3.1. The Contractor shall propose a comprehensive beneficiary education plan to the Government, as described in TOM, Chapter 11, Section 1. Additionally, the plan shall meet the following minimum requirements:

- Establishes goals for educational plan and metrics to evaluate performance relative to these goals.
- Provides monthly updates, news articles, or items of interest to TMA BE&S as determined in the Memorandum of Understanding (MOU) described in Section C.19.3 (CDRL M070).
- Content of articles will be coordinated with TMA BE&S.
- Timing of articles to meet lead time required by BE&S production schedule.
- Articles shall be provided to COR or other designated authority for review prior to final submission.
- Includes proposal on how educational materials, letters, and other educational outreach to beneficiaries will be delivered, such as by use of email, text, mobile app or U.S. Mail.
- Includes a plan for how the Contractor will acquire email addresses and maintain them, recognizing that any Contractor collection of email addresses must have appropriate disclaimers to advise the beneficiary of how this PII will be protected. The Contractor shall monitor undeliverable email and will not continue to send messages to known invalid email addresses. If the Contractor is notified that emails are being received by someone other than the intended recipient, the Contractor shall discontinue use of the email address until it has been verified by the beneficiary and corrected.
- Includes a plan describing their sustained communication effort to educate the beneficiary population about the benefits of receiving electronic EOBs; and to influence greater adoption of its use.

C.10.3.2. The Contractor shall provide input to BE&S to support the development of the content of the educational materials, including but not limited to the following:

- Develop updates and/or content for inclusion in the training manuals/curriculum for the TRICARE Fundamentals Course. These materials shall be provided in accordance with the quarterly print and posting schedule provided by TMA BE&S.
- Review and provide content and/or updates to Frequently Asked Questions on topics of interest to beneficiaries, based on beneficiary inquiries made to the call center.
- Collaborate with BE&S in the development and implementation of communication plans to support the implementation of benefit design changes and other initiatives identified by the Government.

C.10.3.3. All articles provided by the Contractor shall contain accurate, original, and publication-quality content that requires minimal editing by the Government. All articles shall be submitted to the COR or other designated authority for review and concurrence prior to distribution to internal government partners or MCSCs.

C.10.3.4. The Contractor shall attend the annual BE&S Training Conference and participate in quarterly BE&S Partnership Meetings. The conference runs approximately three days. The Contractor shall provide representation that can address all issues involving beneficiary education to include print, Web, social media, and customer service.

C.10.3.5. The Contractor shall participate, in person when applicable, in round table meetings/summits with the Government, MCSCs, and any other participants that the Government determines are necessary twice each calendar year. The round table meetings/summits requires high level managerial participation from the Contractors (CEOs, Medical Directors, Operations) and participation, in person, by the

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

Contractor's technical and cost experts as determined by the agenda. The round table meetings/summit participants are tasked with reviewing current policies and procedures to determine where proven best practices from government and private sector operations can be implemented in the administration of TRICARE to continue TRICARE's leading role as a world-class health care delivery system.

C.10.3.6. The Contractor shall attend the annual Joint Forces Pharmacy Seminar and participate in joint educational efforts.

C.10.3.7. The Contractor shall alert the COR about news that will have impact on the beneficiary population and is likely to increase customer service or media contacts. Contractor shall answer only the media questions that specifically apply to their management of the pharmacy benefit. All questions beyond that scope will be referred to BE&S. The Contractor shall also coordinate all TRICARE-related media activities with BE&S. The Contractor shall include the COR or other designated authority on any communications with BE&S.

C.10.3.8. Use of printed materials will be limited to essential products and the Contractor shall assist the Government in identifying the most cost-effective and efficient delivery of beneficiary educational materials. The Contractor is responsible for all storage, handling and distribution of printed materials that are produced and shipped to the Contractor. The Contractor shall distribute printed materials to individuals, MTFs, Beneficiary Counseling and Assistance Coordinators (BCACS) or other entities, as requested. The Contractor shall accept and fulfill orders for printed materials from designated POCs submitted via the Contractor's link on a government website. The Contractor may request additional printed materials from the Government on a quarterly basis.

C.10.3.9. The Contractor shall accept requests from beneficiaries to opt-out of receiving educational materials by mail. The opt-out will not apply to notifications pertaining to safety and recall issues, benefit design changes (e.g., formulary changes) or the processing of specific claims or clinical reviews.

C.10.3.10. Medication Disposal

There are a number of safety concerns associated with patients having unused and expired medications in the home. The Contractor shall promote beneficiary safety by providing educational support to beneficiaries on the proper handling and disposal of unused or expired medications.

C.10.4. Mailings

C.10.4.1. On a quarterly basis, the Contractor shall mail notices to newly-eligible beneficiaries, as identified by the Government. The letter shall contain, at a minimum:

- A brief description of the TRICARE Pharmacy Benefit.
- The Contractor's contact information, including mailing address, beneficiary service telephone numbers, toll-free numbers for overseas beneficiaries, and the Contractor's e-mail addresses
- The Contractor's TPharm website address.
- Contractor supplied TMOP registration form, and postage paid return envelope.
- Information on how the beneficiary can download the TRICARE Pharmacy Handbook from the Contractor's website.

C.10.4.2. Reserved.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.10.4.3. On a quarterly basis, the Contractor shall mail notices to beneficiaries who, within the past year, have received prescriptions for pharmaceutical agents that are newly-designated as (a) non-formulary; or (b) For restricted access at retail due to non-compliance with Federal Ceiling Price (FCP). These beneficiaries will be as identified by the Government. Both formulary and FCP compliance decisions are available at http://pec.ha.osd.mil/pt_minutes.php. The notices sent to beneficiaries shall explain the changes and identify formulary alternatives as well as any additional information required to ensure continuity of care. These notices shall be approved by the COR or other designated authority prior to being mailed.

C.10.4.4. At the direction of the CO, the Contractor shall mail notices to beneficiaries identified by the Government regarding changes to the prescription drug benefit or other prescription drug information. The Contractor shall ensure that these notices are mailed to beneficiaries within five (5) calendar days of receiving direction from the CO. The notice shall be approved by the COR or other designated authority prior to being mailed.

C.10.4.5. The Contractor shall monitor clinical issues and send letters to beneficiaries who have filled impacted medications at retail or mail, notifying them of these issues.

C.10.4.6. Prior to sending out any mailing under this contract, the Contractor shall utilize commercially-available mailing preparation software to scrub beneficiary mailing addresses. The Contractor shall monitor returned mail and shall not continue to send mail to beneficiaries with known bad addresses.

C.10.4.7. When a valid email address is available and the beneficiary has indicated a preference for electronic communications, the Contractor may issue any notification described under C.10.4 by email. Collection, maintenance and use of email addresses shall be in accordance with the Contractor's plan described in C.10.3.1.

C.10.4.8. All communications with beneficiaries are subject to review by the Government upon request. The Contractor shall electronically provide the Government with copies of all mailings to be distributed to beneficiaries.

C.11. Claims Reviews and Audits

C.11.1. Quality Control

C.11.1.1. The Contractor shall implement and continuously operate quality controls that comprehensively address all major functions covered under this contract, including customer service, claims processing, clinical reviews and overall data integrity. Quality controls shall also meet the requirements established in TOM, Chapter 1, Section 4 and Chapter 23, Section 4 and include the submission of any deliverables specified therein (CDRL M050 and CDRL Q180).

C.11.2. Problem Resolution and Escalation

C.11.2.1. The Contractor shall research any claim at the request of the Government. This includes but is not limited to research:

- To facilitate the Government's response to issues by and on behalf of beneficiaries
- To resolve manufacturer disputes in support of the TRICARE Retail Refunds Program
- To provide additional information on potential issues in the claims adjudication process

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.11.2.2. The Contractor shall provide an initial response to requests to research specific beneficiary issues within four (4) hours or no later than four (4) hours into the next business day. If this initial answer does not contain a complete response, the Contractor shall offer an estimated timeframe for how long it will take to fully research the issue. If further action is required to resolve the issue, the Contractor shall provide an estimated timeframe for resolution. The Contractor shall track research requests and beneficiary issues.

C.11.3. MTF Data Integrity Reviews

C.11.3.1. The Contractor shall conduct reviews of MTF pharmacy claims data and perform the following processes to identify and resolve issues specific to MTF claims. Prior to the start of pharmacy services, the TMA POC will provide training to assist the Contractor in implementing these processes.

C.11.3.2. The Government will provide an initial list of MTF pharmacy contacts. The Contractor shall update as needed and send updates to the TMA POC.

C.11.3.3. The Contractor shall provide a daily report of MTF validity rejects (CDRL D010). The reports shall be broken out by MTF and sent to the pharmacy contact at each submitting MTF. A copy of the daily report shall also be provided to the TMA POC. The MTF pharmacy will have three (3) business days to correct these claims. The MTF may reverse the claim entirely or reverse and resubmit the corrected claim. After allowing three (3) business days for the MTF to correct any errors, the Contractor shall undertake retroactive claims correction in their system to correct the remaining errors and ensure that the claims reflect a paid status. This shall be completed within two (2) business days. The Contractor shall continue to work the claim until it is posts to the profile, is reversed by the MTF, or the MTF notifies the Contractor to take no further action.

C.11.3.3.1. In the event that the Contractor's resubmission of a previously rejected MTF claim results in a DUR Interaction Severity Level 1, the Contractor shall contact the clinical staff at the submitting MTF by phone within one (1) hour. For all such situations, the Contractor shall keep a log that will be made available for the Government's review upon request. At minimum, the log shall document the identifying information of the pharmacy, prescription and beneficiary and the dates and times of the original reject, the DUR and the call communicating the safety warning to the MTF.

C.11.3.4. The Contractor shall produce a weekly report of all paid MTF claims exceeding the \$2,000 pricing threshold (CDRL W020). The report shall be provided to the submitting MTF, which has seven (7) business days to correct any of these claims. After seven (7) business days, the Contractor shall review all claims in this report that have not been reversed or resubmitted by the MTF. If the Contractor determines that the price is reasonable and consistent with the MCPF and standard dose for that medication, no further action is required. For the remaining claims, the Contractor shall contact the submitting MTF to troubleshoot the claim and determine the cause of the error. The Contractor shall then correct the error on the claim.

C.11.3.5. The Contractor shall provide a Data Integrity report to the MTFs on a weekly basis (CDRL W010). This report shall include paid MTF claims which generated the following ProDUR warnings:

- High Dose Alerts- All prescriptions processed by MTF pharmacies where the prescription exceeds daily maximum allowable dosage for a medication, as determined by First Databank (FDB) The daily dosage is calculated by dividing the quantity dispensed by the days' supply. Incorrect Quantity: Example: Asmanex package size is one, site enters 30 in the quantity field, the adjudication system will calculate 30 inhalers due to the unit of measure being ea, the price

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

will also be calculated incorrectly based on the incorrect quantity dispensed 30x \$28.84= \$865.20.

- Incorrect Days Supply: Example: Site enters one day supply for Doxycycline 100mg qty 180.
- Invalid Provider

C.11.3.6. The Contractor shall also provide monthly summary reports to the Government on MTF rejections (CDRL M180), high cost claims (CDRL M220) and data integrity edits (CDRL M170), to allow the Government to monitor the reported claims and their resolution rates.

C.11.4. Audits

C.11.4.1. Any discrepancies identified by the Government in the monitoring of this contract shall be subject to Contractor desktop audits and, if necessary, on-site audits at the direction of the Government. The Contractor will perform all necessary research and will resolve all discrepancies for each claim identified within 60 days from the date of identification. The Contractor shall perform offsets or recoupments of any identified discrepancies in accordance with TOM, Chapter 10.

C.11.4.2. The Government reserves the right to direct audits of retail or mail pharmacies. In addition to any Contractor initiated on-site audits for which TRICARE is the primary focus of the audit, the Government may direct up to 50 on-site audits per option year.

C.11.4.3. The Contractor must be able to generate corrected retail transactions when the pharmacy is unable to reverse and/or edit the claims themselves. These claims must be distinguishable from pharmacy self-corrections and are not billable for additional administrative fees. These claims cannot be submitted as paper claims.

C.11.5. Program Integrity

C.11.5.1. Daily Claims Review

C.11.5.1.1. The Contractor shall perform an automated review of 100% of all new claims daily. Data analysis shall include:

- Establish baseline data to enable TRICARE to recognize unusual trends, changes in drug utilization over time, physician referral or prescription patterns, and plan formulary composition over time;
- Analyze claims data to identify potential errors, inaccurate TROOP accounting, and pharmacy billing practices and services that pose the greatest risk for potential fraud, waste and abuse to the TRICARE program;
- Identify items or services that are being over utilized;
- Identify problem areas within the plan such as enrollment, finance, or data submission;
- Identify problem areas at the pharmacy and prescriber level;
- Compare claims information against other data (e.g., prescriber, drug provided, diagnoses, or beneficiaries) to identify potential errors and/or potential fraud and abuse; and
- Use findings to determine where there is a need for a change in policy.

C.11.5.1.2. The Contractor will submit a monthly report showing audit findings, status of all claims in research, outcomes of completed research, and status of offsets or recoupments (CDRL M120).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.11.5.2. Fraud and Abuse Monitoring

C.11.5.2.1. □□□□□□ The Contractor shall develop a Monitoring and Auditing Work plan that meets the requirements established in TOM, Chapter 13. The plan will also include the audits described below.

- Desktop Audits
- Inappropriate billing practices. Inappropriate billing practices at the pharmacy level occur when pharmacies engage in the following:
 - Incorrectly billing for secondary payers to receive increased reimbursement.
 - Billing for NDCs that were not dispensed.
 - Billing for incorrect quantity or days supply.
 - Billing for non-existent prescriptions.
 - Billing multiple payers for the same prescriptions, except as required for coordination of benefit transactions.
 - Billing for brand when generics are dispensed.
 - Billing for prescriptions that are never picked up (i.e., not reversing claims that are processed when prescriptions are filled but never picked up).
 - Inappropriate use of DAW codes.
 - Prescription splitting to receive additional dispensing fees.
 - Drug diversion.

C.11.5.2.2. □□□□□□ Notwithstanding TOM, Chapter 13, Section 1, Paragraph 1.4.1, as a result of its fraud and monitoring efforts, the Contractor shall refer to TMA Program Integrity a minimum of six (6) cases, Each case will involve a loss of \$75,000 or greater per case to the Government without patient harm, or any case involving patient harm. The Contractor shall provide a Fraud and Abuse Summary Report on the activities outlined in this Section and TOM, Chapter 13 (CDRL Q210).

C.12. Information Technology

The Contractor shall maintain an interface control document (ICD) for all system interfaces (CDRL A090). The document shall be provided to the Government prior to the start of benchmark testing during implementation and updated as necessary to reflect any changes, including to the design of the benefit. The Contractor shall provide the Government with a current version of this document upon request.

C.12.1. Continuity of Operations Plan

The Contractor shall develop a Continuity of Operations Plan (COOP) in accordance with the TSM, Chapter 1, Section 1.1 (CDRL A050). The plan shall be written to meet all performance standards established in this contract. The COOP shall be delivered to the Government prior to the start of option period one. The plan shall be reviewed annually and an updated version provided to the Government at the start of each subsequent option period. The disaster recovery plan established in the COOP shall also be tested and results provided to the Government in accordance with the requirements established in the TSM (CDRL A060).

C.12.2. Contractor Claims Data

The Contractor shall provide the Government _____ to the Contractor's system that stores TRICARE claims system data to facilitate government beneficiary

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

service support, MTF pharmacies and audits. Access will be provided for up to () government personnel in multiple locations, as specified by the Contracting Officer, through a web-based tool beginning not later than the start of Pharmacy Services and continuing throughout contract closeout. This database is to include all claim information. The data shall include, at a minimum, PA and MN authorizations, OHI status and records, benefit restriction authorizations, documentation of beneficiary support and services, and claim details regarding prescription information, cost data, beneficiary demographics, prescriber, and dispensing pharmacy data. All data must be current, accurate, complete and accessible immediately. The Contractor shall provide training and ongoing customer support for this access. Training shall be provided as necessary to new users and when there are significant changes to the Contractor's system.

C.12.3. Military Treatment Facilities (MTF) Interface

C.12.3.1. The Contractor shall develop and maintain an interface to all MTFs. The Contractor shall connect to the DoD MHS electronic medical record, currently CHCS pharmacy/AHLTA, and any successor application(s). CHCS/AHLTA and the EPIC system that supports the US Coast Guard are medical/pharmacy information systems that automate and integrate clinical and demographic data and facilitate access to, and delivery of, health care services from an MTF. Through the Defense Information Systems Agency (DISA) Business-to-Business Gateway (B2B), the Contractor shall connect to the MTFs using a CHCS host. Each CHCS host is the computer installation running an instance of the CHCS software and may support multiple MTF pharmacies, which are generally in geographic proximity to one another. There are 107 CHCS hosts and each CHCS host aggregates transactions from its pharmacies. There are 534 MTF active dispensing locations and the Contractor shall accommodate ongoing changes to the MTF pharmacy list.

C.12.3.2. The Contractor shall complete all tasks related to the documentation and implementation of B2B telecommunications links. Tasks include:

- Coordination among the Pharmaceutical Operations Directorate (POD), Enterprise Infrastructure (EI), Defense Health Clinic Systems (DHCS), MTFs, and other contractors as required.
- Completion of all B2B required documentation.
- VPN or related equipment procurement and configuration.
- Initiation and completion of all testing and implementation activities.

C.12.3.3. Support shall include all follow-on activities including updating documentation, performing IP address changes, and executing related configuration changes. These connections shall be in place 30 days before the start of pharmacy services. These connections and any testing shall be in accordance with requirements established by DISA and EI. The Contractor shall provide ongoing monitoring of MTF connections to verify connectivity.

C.12.3.4. The Contractor shall receive dispensing transactions and profile inquiry transactions from all MTF pharmacies. The Contractor shall receive these transactions using a custom format. The Contractor shall perform ProDUR on the inbound dispensing transactions, as described in Section C.6.7. All traffic is logged and dispensing transactions are forwarded to the data warehouse. The Contractor shall also accept profile inquiries from TRICARE medical contractors through this B2B connection, in the same format as MTF inquiries.

C.12.4. Pharmacy Data Transaction Service (PDTS) – Data Warehouse Interface

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.12.4.1. The Contractor shall develop and maintain an interface to the PDTS Data Warehouse. PDTS is the comprehensive system of record for the DoD Prescription Drug Program. It contains detailed data for every transaction from all points of service, as well as extensive reference data to assist in the categorization and aggregation of drugs, beneficiaries, prescribers, pharmacies, and associated prescription costs. PDTS supports all aspects of DoD reporting requirements, data mining, ad hoc queries and research.

C.12.4.2. The Contractor shall provide a data exchange consistent with the PDTS Data Dictionary and Data Schema, to be provided to the Contractor after award. The PDTS data feed shall be capable of transmitting new and updated data. Data feeds to PDTS shall be provided on a daily basis in a format mutually agreed upon by the PDTS contractor and the TPharm contractor. The TPharm contractor shall ensure that all paid, rejected, and reversed transactions from all points of service, including direct member reimbursement claims, and their required data elements are transferred to PDTS. The content of PDTS evolves with significant changes including the implementation of new NCPDP standards and DoD Benefit Design changes. The Contractor shall coordinate such changes with the Government and the PDTS contractor and support changes in the file feed and format to support the changes.

C.12.4.3. In the event that a daily file cannot be transmitted due to system outage or other system issue, the Contractor shall work with the PDTS Contractor to ensure that the data warehouse is brought up to date as soon as possible.

C.12.4.4. In instances when the Government identifies inconsistent or missing information between the Contractor's system and PDTS, the Contractor shall correct the inconsistency, such as adding the data element to the PDTS Warehouse. The Contractor will provide a plan with a timeline in collaboration with the PDTS Contractor and provide updates until resolved.

C.12.5. Clinical Data Repository/Health Data Repository (CHDR) Interface

C.12.5.1. Background. The Clinical Data Repository/Health Data Repository (CHDR) application is a joint effort between the DVA and DoD, enabling the DVA's Health Data Repository (HDR) and the DoD's Clinical Data Repository (CDR) to exchange outpatient pharmacy and drug allergy information for shared patients.

C.12.5.2. The Contractor shall send all Retail and MOP claims adjudicated under the TRICARE Pharmacy Benefit to the CHDR. CHDR will submit transactions to the Contractor for prescriptions dispensed to dual-eligible beneficiaries at VA pharmacies.

C.12.5.3. The Contractor shall develop and maintain a real-time bidirectional interface to the CHDR via the B2B gateway. The CHDR interface uses the NCPDP 5.1 standard. The Contractor shall not generate TEDs for CHDR claims.

C.12.5.4. The Contractor shall support specific adjudication rules for incoming CHDR transactions, including the following:

- The Contractor shall not check eligibility.
- No formulary edits or PA/MN rules will be applied.
- ProDUR will utilize VA-specific definitions and messaging the advisory information will be returned to the CHDR.
- There are no data integrity edits but claims that do not satisfy data requirements (missing or invalid data) can result in a rejected claims response with corresponding NCPDP reject
- There is no coordination of benefits for these claims.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.12.6. Theater Medical Data Store (TMDS) Interface

C.12.6.1. Background. The Theater Medical Data Store (TMDS) Automated Information System (AIS) is a services-oriented aggregation and distribution point for Theater Medical Data for Theater Medical Information Program (TMIP) family of systems. The purpose of the TMDS interface is to share outpatient prescription and pharmacy medical data stored in TMDS database with the Contractor's system on a weekly basis. The TMDS Prescription and Pharmacy data is extracted from TMDS as XML files, which are provided via secure file transfer protocol (SFTP). The TMDS SFTP server is hosted at DoD Force Health Protection & Readiness (FHP&R). The TPharm system will be provided with a SFTP username/password.

C.12.6.2. The files will contain data from two classes of source system: AHLTA-T and TC2. More information on these systems is available at <http://dhims.health.mil/products/theater/ahlta-theater.aspx> and <http://dhims.health.mil/products/theater/tc2.aspx>.

C.12.6.3. The Contractor shall develop and maintain an interface to TMDS. The Contractor shall retrieve XML data files representing TMDS claims on a weekly basis, apply business rules provided by the Government after award, and post those claims to the patient profile on the contractor's system and to PDTS.

C.12.6.3.1. □□□□□□ The Contractor shall pre-edit the inbound data to remove duplicate claims, those already posted to the profile, and aged claims, using a parameter defined by the government based on the date dispensed, currently claims over 365 days old. The Contractor shall also generate values for fields not included in the file and modify values of existing fields to make them suitable for adjudication using the NCPDP D.0 standard. Errors that must be corrected by the Contractor prior to adjudication include:

- Missing or Invalid NDC - TMDS claims contain a free text drug name but the NDC may be missing. At the Contractor's request after award, the Government will provide a reference table to facilitate matching the drug name to the NDC, with ongoing maintenance of the table performed by the Contractor.
- Missing or Invalid DOB - Verify information using DMDC's GIQD application and correct the claim.
- Missing or Invalid Gender - Verify information using DMDC's GIQD application and correct the claim.

The Contractor shall apply their own methodology to reconcile any missing or invalid fields to allow the claim to post to the patient's profile. Upon request, the TMA POC will answer questions and provide feedback during the transition period to assist the Contractor in refining their methodology.

TMDS claims are not received in real time and have already been dispensed. Therefore, all claims that include minimum essential data must be posted to the profile, excluding duplicates and aged claims. Minimum essential data is considered to be a drug name or NDC, drug strength (where applicable), quantity dispensed and sufficient information to identify a beneficiary profile on which to post it. Default values may be used to populate other fields required to store the claim. The Contractor shall not verify eligibility. Standard edits performed as part of the adjudication process are not required and any edits the Contractor chooses to perform shall not impact the posting of the claim to the profile. The Contractor shall not reject TMDS claims. TMDS claims will also be transmitted to PDTS.

C.12.6.3.2. □□□□□□ The Contractor shall log values that are mapped, inserted or calculated; including the original value received on the file, and make such logs available for review by the Government. The Contractor

will also document any claims that cannot be posted to the patient profile with an explanation of the missing

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

data. The Contractor will track volumes for claims received and posted; as well as those that cannot be (i.e. those excluded as aged, duplicate or error) and provide reporting to the Government (CDRL M240).

C.12.7. E-Prescribing

C.12.7.1. The Contractor shall support e-prescribing for retail network and TMOP prescriptions, in accordance with commercial standards. The Contractor shall manage and publish all data files required to support commercial e-prescribing practices. At minimum, this includes updating and publishing all formularies, transmitting beneficiary plan participation and medication history and accepting electronic prescriptions at TMOP. The Contractor shall maintain all electronic formularies administered under this contract and publish updates to the commercial e-prescribing hub as required. At minimum, formularies shall be updated on a quarterly basis.

C.12.7.2. The Contractor shall maintain and update plan participation status files with the commercial e-prescribing hub. The plan participation file shall be provided for all beneficiaries covered under this contract but will be limited to the minimum data fields required by the commercial e-prescribing hub to determine the appropriate formulary. The data fields submitted to identify for TRICARE beneficiaries will be mutually determined between the Government, the Contractor and e-prescribing hub and may vary from those used by most commercial plans.

C.12.8. Website

C.12.8.1. The Contractor shall provide a Health Insurance Portability and Accountability Act (HIPAA) compliant website in support of the services provided under this contract. The website shall meet the applicable accessibility standards at 36 C.F.R. Part 1194 and shall make DS Logon available, as described in TSM, Chapter 1, Section 1.2. In addition to meeting the minimum requirements established within this contract, the Contractor shall ensure that its website and any mobile tools are consistent with commercial best practices and offer features, information, and functionality no less than those available to the Contractor's commercial clients.

C.12.8.2. At minimum, the website shall offer the following information and functions:

- Provide a description of the TRICARE Pharmacy benefit;
- Provide Contractor contact information, including phone and fax numbers, mailing, and email address(es);
- Provide an email link to allow beneficiaries or other interested parties to contact Contractor by email with inquiries or comments;
- Allow beneficiaries to register online to use TMOP and shall provide downloadable forms for TMOP registration and prescription ordering;
- Allow TRICARE beneficiaries to manage their TMOP account(s) to include order refills, track their prescription status, pend prescriptions, view, release for shipping or cancel existing pended prescriptions, and update shipping address;
- Show the current status of all prescriptions or claims submitted;
- Allow TRICARE beneficiaries to check the status of member submitted (DMR) claims filed for services provided through a retail pharmacy;
- Provide the ability to locate TRICARE retail network pharmacies by zip code;
- Provide the ability to view and download any prior authorization and medical necessity forms and criteria;

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- Allow TRICARE beneficiaries to download and print an EOB detailing the beneficiary's retail, mail order, specialty and MTF prescription activity in accordance with the TOM, Chapters 8 and 23, providing prescription activity for the preceding 18 months at a minimum;
- Provide a link to the TMA website to allow beneficiaries to download and print the DD2642 claim form.
- Provide links to online drug and health information;
- Provide links to the TMA pharmacy website and Regional MCSCs' websites; and
- Provide a real-time web-based formulary search tool as described in C.12.8.5.

C.12.8.3. The Contractor shall not duplicate benefit information on the Contractor's website that already exists on TRICARE.mil and will embed links throughout their site to take beneficiaries back to the TRICARE.mil website for this content. The Contractor shall work closely with BE&S to identify appropriate linkages and content for use on their site.

C.12.8.4. Any information or resources not containing any information covered by Privacy or HIPAA regulations shall be accessible without requiring an account registration or login.

C.12.8.5. Formulary Search Tool

C.12.8.6. The Contractor shall provide a real-time web based formulary search tool available for public access to formulary information. This tool shall:

- Identify drug (generic or brand) name, strength and formulation;
- Allow searches by generic and brand name;
- Show formulary status based on Uniform Formulary and MTF Basic Core Formulary (BCF), availability, and copayment;
- Show any restrictions, including but not limited to generic required, gender, age and quantity limits, prior authorization, medical necessity or step therapy. ;
- Provide links to any forms associated with the above restrictions;
- Have the ability to show special messaging as provided by the Government, at least 300 characters in length;
- List formulary alternatives based on PEC Classes/subclasses;
- Provide all information listed here based on point of service (MTF, Mail or Retail) and beneficiary category; and
- Be accessible to the public without requiring registration or login.

C.12.8.7. The formulary search tool shall be designed to be easily used and understood by the beneficiary. The Contractor shall update the tool to reflect benefit design changes immediately on their effective date.

C.12.9. Data Sharing

C.12.9.1. At the Government's direction, the Contractor shall provide data to and accept data from the MCSC and the Government. The Contractor shall also collaborate with the MCSCs and the Government in evaluating cost and clinical effectiveness of specific aspects of the pharmacy benefit, including but not limited to the specialty drug and home infusion therapy programs. The Contractor shall also support profile inquiries from the MCSCs. The profile inquiry will be in the same format as those used by the MTFs (See C.6.7).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.13. Information Assurance

C.13.1. The Contractor shall implement and maintain Information Assurance (IA) in its project, enterprise, or company-wide unclassified information technology system(s) in accordance with the requirements set forth in DoDI 8582.01, Security of Unclassified DoD Information on Non-DoD Information Systems, July 31, 2009. The Contractor shall, at a minimum, comply with the specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800–53 security controls. If a control is not implemented, the Contractor shall prepare a written determination that explains how either the required security control is not applicable or how an alternative control or protective measure is used to achieve equivalent protection.

C.13.2. The Contractor shall self-certify compliance with NIST standards, thereby accepting sole responsibility for the risk(s) associated with developing and maintaining its IA readiness posture. In connection with the Enhanced Safeguarding requirements, the Contractor shall submit completed (initial, interim and annual) checklist and certification, using the *Checklist and Certification for Minimum Level of Enhanced Safeguarding for Unclassified DoD Information* (CDRL A070).

C.13.3. References:

- 48 FR 38089 - 38095 / Vol. 76, No. 125 / Wednesday, June 29, 2011
- DoDD 5230.09, "Clearance of DoD Information for Public Release," August 22, 2008
- DoDI 8582.01, "Security of Unclassified Department of Defense (DoD) Information on Non-DoD Information Systems," June 6, 2012
- NIST SP 800-53, Rev. 3, "Recommended Security Controls for Federal Information Systems and Organizations," August 25, 2011
- NIST Special Publication (SP) 800-53A, Revision (Rev.) 1, "Guide for Assessing the Security Controls in Federal Information Systems," July 25, 2011

C.14. Privacy & HIPAA

C.14.1. The Contractor shall ensure that it does not use or disclose PHI or PII received for DVA or DoD beneficiaries in any way that will remove or transfer the PHI/PII from a jurisdiction subject to the laws of the United States. The Contractor shall not release Government data without approval by the CO or COR.

C.14.2. The Contractor shall ensure that all electronic transactions comply with HIPAA rules and regulations and TMA requirements in the TSM, Chapter 1, Section 1.1 and TOM, Chapter 19.

C.14.3. Pursuant to FAR Part 24, the requirements of the Privacy Act (5 U.S.C. 552a) and the Department of Defense Privacy Program (DoD 5400.11-R) are applicable to this contract and the systems of records operated and maintained by the Contractor on behalf of TMA. These systems of records are found at 65 Federal Register 30966 (Health Benefits Authorization Files, Medical/Dental Care and Claims Inquiry Files, Medical/Dental Claim History Files), 60 Federal Register 43775 (USTF Managed Care System), 69 Federal Register 50171 and 71 Federal Register 16127 (Military Health Information System), and 64 FR 22837 (Health Affairs Survey Data Base). The records systems operated and maintained by TMA contractors are records systems operated and maintained by a DoD Component TMA). (See TOM 6010.56-M, Chapter 1, Section 5, Chapter 2, Section 1, and Chapter 2, Section 2).

C.14.4. The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, specifically the administrative simplification provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS), the DoD Health Information Privacy Regulation (DoD 6025.18- R) the Health Insurance Portability and

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

Accountability Act Security Compliance Memorandum (HA Policy 06-010), the Security Standards for the Protection of Electronic Protected Health Information and the requirements in TOM, Chapter 19, and TSM, Chapter 1, Section 1.1.

C.14.5. Health Insurance Portability and Accountability Act (HIPAA)

C.14.5.1. The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation, July 12, 2007.

C.14.6. Breach Response

C.14.6.1. The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009 and DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007. Within one (1) hour of discovery of a confirmed breach, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at PrivacyOfficerMail@tma.osd.mil. A confirmed breach exists after sufficient facts are present to prompt a prudent person to conclude that a breach has occurred. The Contractor shall provide a summary report detailing confirmed breaches to the Government (CDRL M040).

C.14.7. Systems of Records

C.14.7.1. In order to meet the requirements of 5 U.S.C. 552a, the Privacy Act of 1974, and its implementation within the MHS under DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, contractors must identify to the COR systems of records that are maintained or operated for TMA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the COR, and prior to the lawful operation of such systems, contractors must coordinate with the TMA Privacy Office at SORmail@tma.osd.mil to complete systems of records notices (SORNs) for submission and publication in the Federal Register as coordinated by the Defense Privacy Office, and as required by DoD 5400.11-R.

C.14.7.2. Following proper SORN publication and the Government's confirmation of contractor authority to operate the applicable system(s), contractors must also comply with the additional systems of records and SORN guidance, in coordination with the TMA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by DoD 5400.11-R, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130.

C.14.8. Privacy Impact Assessment (PIA)

C.14.8.1. The Contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable systems that collect, maintain, use or disseminate PII or PHI about members of the public, federal personnel, contractors, or in some cases foreign nationals.

C.14.8.2. To begin the PIA process, contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

downloaded from
<http://www.tricare.mil/tma/privacy/downloads/2010513/TMAPIADeterminationChecklist.pdf>.

C.14.8.3. Contractors are responsible for the employment of practices that satisfy the requirements and regulations of: Section 208 of E-Government (E-Gov) Act of 2002, (Pub. L. 107-347); DoDI 5400.16, “DoD Privacy Impact Assessment (PIA) Guidance,” February 12, 2009; and, Office of Management and Budget (OMB) Memorandum 03-22, “OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002,” September 26, 2003. When completing a PIA, the Contractor is responsible for using the DoD-approved PIA Template, DD Form 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>

C.14.8.4. Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at piamail@tma.osd.mil.

C.14.9. Data Use Agreement (DUA)

C.14.9.1. A Data Use Agreement (DUA) is currently used to request and control the disclosure, use, storage and/or destruction of MHS data that is owned and/or managed by TMA to ensure that applicable privacy and security requirements are followed. In addition, research requests for MHS data that include PHI must be reviewed for HIPAA compliance by the TMA Privacy Board.

C.14.9.2. Under DoD 6025.18-R, “DoD Health Information Privacy Program,” January 24, 2003, reasonable steps must be taken to implement appropriate procedural, administrative, technical and physical safeguards to prevent the unauthorized use and/or disclosure of any PII or PHI. Likewise, all uses, disclosures, and destruction of PII and PHI data are generally subject to DoD 5400.11-R, “DoD Privacy Program,” May 14, 2007, as well as DoDI 8500.2, “Information Assurance (IA) Implementation,” Feb. 6, 2003, and DoD 8580.02-R, “DoD Health Information Security Regulation,” July 12, 2007.

C.14.9.3. To begin the DUA request process, the Contractor should choose the applicable request template at <http://www.tricare.mil/tma/privacy/Templates.aspx>, or should contact DUAMail@tma.osd.mil. After receiving DUA approval, anyone needing access to information system applications or data sources must contact the responsible system program office. DUAs are active for one (1) year, or until the end of the current option year, whichever comes first. If the DUA will not be renewed, the TMA Contractor must provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

C.14.10. Privacy Act and HIPAA Training

C.14.10.1. The Contractor shall ensure that all staff including subcontractors and consultants that have access to PII or PHI under this contract comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The training requirements are mandated by OSD Memorandum 15041-07, “Safeguarding Against and Responding to the Breach of Personally Identifiable Information”: DoD 6025.18-R, “DoD Health Information Privacy Regulation”, January 24, 2003; and the TMA Workforce Training Policy Memorandum, dated May 28, 2008, on the subject, “Workforce Training Policy Pursuant to the Department of Defense Privacy Act Regulations and the Department of Defense Health Insurance Portability and Accountability Act Privacy and Security Regulations”.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.14.10.2. The Contractor shall ensure that all staff including subcontractors and consultants that have access to PII or PHI under this contract shall complete Privacy Act and HIPAA training within 30 days of hire and annually thereafter per the requirements in TOM Chapter 1, Section 5 and Chapter 19, Section 3.

C.14.11. Records Management

C.14.11.1. When creating and maintaining official government records, the Contractor shall comply with TOM, Chapter 2.

C.14.12. Freedom of Information Act (FOIA) Requests

C.14.12.1. In the event the Contractor receives a FOIA request, the Contractor shall return it to the requestor for submission to the TMA FOIA officer at the following address: TMA, Attention: FOIA Officer, 16401 East Centretch Parkway, Aurora, CO 80011-9066.

C.15. Financial

C.15.1. Recoupments

C.15.1.1. The Contractor shall recoup Government funds and funds not properly collected at the time the prescription was dispensed in accordance with TOM, Chapter 10. Prescriptions subject to recoupment may be identified by the Government, or by the Contractor through its audit procedures. This does not apply to the collection of debts resulting from the Contractor granting credit to beneficiaries under Section C.7.2.3. Such debts are not owed to the Government. Therefore, the Contractor's collection of unpaid copayments is at the Contractor's own risk utilizing practices separate and apart from any recoupment procedures under this contract.

C.15.2. TED Submittal and Requirements

C.15.2.1. The Contractor shall submit a TED record for each prescription processed to completion and each completed Clinical Review, in accordance with TSM, Chapter 2, and the TOM, Chapter 1. MTF claims (See C.6.7) and rejected electronic claims are excluded. Adjustments, cancellations, or corrections to TED records shall be made as required to ensure financial transactions are complete and correctly recorded in TED records by fiscal year and by bank account (i.e., Medicare Dual eligible or TRICARE only). The Contractor must be able to adjust prior Contractors' TEDs as necessary. Adjustments made to TED records must not create any inaccuracies in the clinical record.

C.15.2.2. For electronic retail claims, the Contractor may hold the TED for 10 days to allow for reversals of non-complaint prescriptions (C.6.3.6). Claims reversed or cancelled within the 10 day hold period do not require a TED. Reversals processed after the date the TED was submitted will require an adjusted or cancelled TED record. All other claims must submit TEDs in accordance the TOM, Chapter 1.

C.15.2.3. The accuracy rate for TED edits shall not be less than:

- 95% after six (6) months of performance during the first option period; and
- 99% after nine (9) months and thereafter during the entire term of the contract.

The Contractor shall provide reporting to the Government on TEDs processed for all relevant CLINs (CDRL Q160).

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.16. Management

C.16.1.1. The Contractor shall ensure that its staff and subcontractors (if any) are thoroughly trained and knowledgeable regarding the requirements of this contract.

C.16.1.2. The Contractor shall provide to the CO an updated management organization chart identifying key personnel at the post-award conference and at the time of any change of key personnel or management structure.

C.16.1.3. The Contractor shall monitor and log operational issues and provide updates of this log for recurring meetings with the Government (CDRL R020).

C.16.1.4. Contractor Manpower Reporting.

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

Reporting inputs will be for the labor executed during the period of performance during each government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2014. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>

C.17. Clinical Support

C.17.1. Clinical Support Agreements (CSAs) may be used to optimize MTF pharmacies, as described in TOM, Chapter 15, Section 3. The Contracting Officer will incorporate CSAs via bilateral task order.

C.18. Ad Hoc Reporting

C.18.1. At the request of the Government, the Contractor shall provide additional reports to support benefit design review and evaluation. The Contractor shall deliver these results in the format and method specified by the Government (CDRL R030).

C.19. Contract Transition

C.19.1. Phase-In

C.19.1.1. Contract phase-in shall be conducted in accordance with the TOM, Chapter 23 and the following.

C.19.1.2. The Contractor shall complete all phase-in efforts in accordance with the phase-in Transition Plan (CDRL T010), and be prepared to begin delivery of services in accordance with Schedule B of this contract. Phase-in efforts shall be completed prior to the applicable start of pharmacy services under this contract and shall include:

- Connectivity to all required government systems.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

- Complete testing and certification that development is complete and systems are functional for successful interaction with the all required government systems.
- Successful completion of integration, benchmark and stress testing for all systems. Initial testing shall include but is not limited to all required financial transactions such as tracking transactions by fiscal year, voided, stale-dated or reissued checks, adjustment and cancellation TEDs, and recording and reporting collections. Significant issues experienced in testing may require that the Contractor repeat the tests to confirm that the appropriate corrections are in place. Exit criteria will be determined by the Government. The COR or other designated authority will certify the successful completion of integration, stress, and benchmark testing.
- Benchmark TED submissions are due no later than seven (7) calendar days following the last day of benchmark testing.
- Provide a demonstration to the Government of web-based services and applications, no later than 15 days prior to the start of pharmacy services.
- Submit proposed Public Notification/Congressional Mailing to TMA for review no later than 90 days prior to the start of pharmacy services.
- Submit a Freedom of Information Act releasable contract (CDRL A100).
- Submit Phase-In Transition Status Reports (CDRL T020).
- Submit baseline listing of multi-source generic and branded products, as described in C.7.13.1.
- Present Contractor-developed criteria for Brand Over Generic overrides, as described in C.9.1.11.

C.19.1.3. The Contractor shall arrange/attend meetings with the Government and/or external agencies in support of all requirements under this contract, including the establishment of all systems interfaces necessary to meet the requirements of the contract including but not limited to PDTS, DEERS, TMA/TEDS, MTFs, TMDS and CHDR. This will include integration testing meetings on each business day during phase-in or as otherwise directed by the Government, beginning at a date determined by the Government.

C.19.1.4. Run-off for all processes not occurring in real-time, including but not limited to clinical reviews, paper claims, mail order prescription processing and beneficiary correspondence will occur on a date determined at the Transition meeting between the incoming and outgoing Contractors and the Government representatives.

C.19.1.5. The Contractor shall retain and use the TRICARE Encounter Provider record (TEPRV) provider numbers previously established by the outgoing Contractor for all TED submissions (TSM, Chapter 2, Section 1.2).

C.19.2. Phase-In Mailings

C.19.2.1. The Contractor shall, in coordination with the outgoing Contractor, identify beneficiaries who, during the six (6) months prior to the letter mailing date, used pharmacies that are not in the Contractor's pharmacy network. The incoming Contractor will inform these beneficiaries by letter that the pharmacy they previously used is no longer in the retail pharmacy network, and provide information that enables the beneficiary to identify network pharmacies. This letter will be mailed so that beneficiaries will receive it 30 to 40 days prior to the start of pharmacy services.

C.19.2.2. The Contractor shall mail notices to beneficiaries who have filled prescriptions at TMOP or a retail pharmacy, during the six (6) months prior to the mailing date. The letter shall include, at minimum, the items referenced in C.10.4.1.

SECTION C
DESCRIPTION / SPECIFICATION / STATEMENT OF WORK

C.19.2.3. At the direction of the Government, the incoming Contractor shall mail letters to beneficiaries identified by the Government to communicate changes to the benefit during contract phase-in.

C.19.3. MOUs

C.19.3.1. The incoming Contractor shall establish MOUs with TMA partners at the direction of the Government, or as the Contractor otherwise deems necessary in order to meet the requirements of the contract, including necessary cooperation, system interfaces, exchange of information, and points of contacts for such things as program integrity issues, case management (including coordination of care for patients who receive specialty pharmacy or home infusion services), third-party liability and claims jurisdiction issues. All MOUs are subject to annual review and update, as required, by the Contractor. At minimum, the Contractor shall establish MOU with the following:

- TMA BE&S (CDRL A030)
- TMA MCSCs (CDRLs A020, A021 and A022)
- TMA Claims Review Contractor (CDRL A130)
- Outgoing Pharmacy Contractor (As needed)
- PDTS Contractor (CDRL A010)

C.19.4. Claims Data Files

C.19.4.1. The Contractor shall process transactions accurately and timely per contract standards at the start of pharmacy services, so the Contractor shall load all necessary information into its system before conclusion of the phase-in period.

C.19.4.2. The Contractor is responsible to receive the data files cited in C.4.10 in a manner that is mutually agreeable with the prior contractors. Once received, the Contractor shall maintain the OHI files at that point forward.

C.19.5. Contract Phase-Out

C.19.5.1. The Contractor shall complete contract phase-out in accordance with the TOM, Chapter 23, and the following.

C.19.5.2. Upon award of any subsequent contract, the Contractor shall support transition activities to the incoming Contractor with minimal disruption of services to the beneficiaries. The Contractor shall submit a Phase-Out Transition Plan (CDRL T030) and regular status reports (CDRL T040). The Contractor shall maintain sufficient qualified staff to meet all requirements of the contract, including beneficiary services and final processing of all pending claims including TED reporting requirements. Phase-out activities will be coordinated through the Contracting Officer. The outgoing incumbent Contractor shall send a notice to all eligible beneficiaries who have used pharmacy services in the previous 12 months. The notice will provide the new Contractor's information and points of contact (mailing addresses, email addresses, and phone numbers). The notice shall be sent not earlier than 95 days or later than 90 calendar days prior to the end of the last option period of this contract. The Contracting Officer shall provide the new Contractor's information and points of contact to the outgoing Contractor at least 120 calendar days prior to the end of the final option period of this contract.

(End of Section C)

SECTION D
PACKAGING AND MARKING

D.1 Packing and Marking

D.1.1. Preservation, packaging, and marking for all prescription pharmaceuticals delivered hereunder shall be in accordance with applicable Federal and State laws.

D.1.2. All prescription pharmaceuticals delivered by the Contractor's mail order pharmacy shall be adequately packaged and packed to ensure safe, undamaged delivery to the beneficiary. Packaging must minimize pill breakage and protect pharmaceuticals from damage from environmental and handling conditions (i.e. temperature, humidity, light, pressure, impact) which can be reasonably anticipated during postal or commercial shipping processes.

D.1.3. Any reports, electronic media, and other products furnished by the Contractor, that cannot be delivered by electronic means, shall be adequately packaged and packed to ensure safe delivery at destination. All products must be clearly marked to identify the contents, the sender, and the individual/office to which they are being sent. Extra care shall be taken in packaging electronic media to protect against damage, and to ensure that any electronic media will not become separated from the routing markings. Such reports and other products to be furnished are to be shipped via a method that provides for acknowledgment of receipt. The Contractor shall retain such receipts. Shipments containing electronic media shall be marked as such and shall include the statement "Do Not X-Ray." The Contractor shall include the contract number on all products to be furnished under the contract. The terms of this paragraph do not apply to Contractor shipments to beneficiaries.

D.2. Each package, report or other deliverable shall be accompanied by a letter or other document which:

D.2.1. Identifies the contract by number under which the item is being delivered.

D.2.2. Identifies the Contract Data Requirements Lists (CDRL) Item Number or report requirement which requires the delivered item(s).

D.2.3. Indicates whether the Contractor considers the delivered items represent partial or full satisfaction of the requirement.

(End of Section D)

SECTION E
INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services – Fixed Price. (AUG 1996)

E.1. Inspection Locations. Inspections may be conducted electronically or by physical inspection. Inspections will be performed at the TRICARE Management Activity (TMA), the Contractor's and/or subcontractor's facilities, or any other locations at which work is performed. Inspection of services provided hereunder will be accomplished by the Contracting Officer's Representative (COR) or his/her designee(s).

E.2. Acceptance

E.2.1. Retail Pharmacy & Other Pharmacy Transactions.

- Retail Network Claims, Electronic
- Retail Claims, Paper
- Mail Order Pharmacy, Prescription Fill
- Mail Order Pharmacy, Special Clinical Svcs
- Clinical Reviews, Prior Authorization & Medical Necessity

The inspection process for the above listed claims/pharmacy transactions are performed by the TED system at the batch header/individual TED record level. Acceptance will be accomplished by individual TED record.

E.2.2. Acceptance or rejection of services other than those submitted with a TEDS record, provided under the terms and conditions of this contract, will be accomplished by the Contracting Officer, or Contracting Officer's Representative using a DD250, Material Inspection and Receiving Report. The DD250s shall be submitted to the Contracting Officer's Representative, with a copy provided to the Contracting Officer only after the Contractor has accomplished the required services.

E.2.3. Contract Phase-In and Contract Phase-Out: The Contractor shall submit a DD250, Material Inspection and Receiving Report, after accomplishing the required contract phase-in and contract phase-out requirements, respectively. The DD250 shall be sent to the Contracting Officer's Representative, with a copy provided to the Contracting Officer.

E.3. Quality Assurance Surveillance Plan (QASP)

The Government will utilize a QASP to facilitate contract surveillance. Updates and revisions to the QASP will be provided to the Contractor if and when they occur.

(End of Section E)

SECTION F
DELIVERIES OR PERFORMANCE

52.242-15 Stop-Work Order (AUG 1989)

F.1. Period of Performance

F.1.1. Base Period is no more than one year and will begin on the date of award. The Contractor shall begin contract phase-in activities and complete specific activities by the timelines specified in the TRICARE Operations Manual (TOM) Chapter 23, Section 5. The Contractor shall also complete contract phase-in activities by the date specified in the Contractor's phase-in transition plan.

In the event there is a conflict or overlap of dates/timelines between this contract and the Contractor's phase-in transition plan, the dates/timelines specified in this contract take precedence. The Contractor shall make every effort to co-ordinate the dates accordingly and shall promptly notify the Contracting Officer and Contracting Officer's Representative if a conflict of dates arises between the contract Schedule, the TOM, or any CDRL requirements.

F.1.2. Option periods 1 through 7 will be 12 months each beginning on the next calendar day following the base period or completed option period, if exercised. The option periods identified herein are hereby defined as the period in which pharmacy services will be delivered to TRICARE beneficiaries. The start of pharmacy services delivery is the first day of option period 1. In order to meet the requirements of the contract for pharmacy services delivery for a given period, the Contractor will be performing incidental administrative tasks associated with the given pharmacy service delivery period beyond that period.

F.1.3. In the event that services under this contract are (or scheduled) to be discontinued, a contract phase-out period will be exercised during any of the pharmacy services delivery periods. The Contractor will begin contract phase-out activities upon exercise of the contract phase-out Contract Line Item Number (CLIN) and complete within the timelines as specified in TOM Chapter 1, Section 7. All contract phase-out activities shall be accomplished no later than 270 days after the start of pharmacy services delivery by the incoming Contractor(s).

F.2. Reports and Plans - Contract Data Requirements List (CDRL)

The Contractor shall electronically submit all CDRL items in accordance with each CDRL, Exhibit A to Section B of this contract. The Contractor shall submit all CDRL Items in the specified format using Microsoft Office Excel, Word, PDF, or other specified software. If no format is specified, the Contractor may use its own format. Unless otherwise specified in this section, all CDRL items shall be submitted to the Government via the E-commerce Extranet (<https://tma-ecomextranet.ha.osd.mil/logon/logon.cfm>). (See TOM, Chapter 14, Section 2, for report submission requirements.)

F.2.1. The following reporting requirements apply as specified by the related letter designator in block 16 on each CDRL, DD form 1423-1.

- A. Reports shall be submitted through the e-Commerce Extranet into the appropriate slot by the specified due date located in each CDRL.
- B. Reports containing PII or PHI shall be submitted through the E-commerce Extranet into appropriate slot that has been designated for PHI/PII.
- C. Large data files shall be uploaded to the secure FTP server provided by the Government.
- D. In the event that the specified due date does not fall on a business day, the report shall be submitted on the first business day following the due date.

SECTION F
DELIVERIES OR PERFORMANCE

E. Reports shall contain sufficient data to allow the Government to calculate percentages independently. Reported percentages shall be rounded to two decimal places.

F.2.2. For all metrics reported in this contract, the Contractor shall provide numbers to the hundredths (two decimals).

F.2.3. The Contractor is accountable for assuring that reports contain accurate and complete data. Upon identification of any errors following initial submission, the Contractor shall notify the Government and provide updated corrected reports as soon as possible. The Contractor shall identify to the Government upon discovery the specific data to be corrected and provide an explanation for the initial error. The Contractor shall prepare written procedures describing the source of information as well as the specific steps followed in the collection and preparation of data for each report. All reports must be accompanied with data, documentation and audit trails sufficient to support and validate the reported information. The reports shall be titled as listed. The Contractor shall submit a negative report if there is no data to report.

F.2.4. The following is a list of the CDRLs the Contractor is required to complete and submit in accordance with the above, provided in Exhibit A to Section B of this contract.

D010	MTF Reject Detail Reports
D020	Retail Pharmacy Claims (RPC) Data Requirements
D030	Contractor Payment/Check Issue Data
W010	MTF Data Integrity Report
W020	MTF High Cost Claim Report
M010	Network Pharmacy Report
M020	Network Access Report
M030	Pharmacy Claims Processing System Availability Report
M040	HIPAA Privacy Complaint Report
M050	Supervisory Review Report
M060	Deployment Prescription Program Report
M070	Educational Update
M080	Priority Correspondence Report
M090	Call Center Top Issues Report
M100	TPharm Metric Summary Report
M110	MTF to TMOP Transfer Report
M120	Pharmacy Claims Audit Report
M130	TPHARM Bank Account Reconciliation Report
M140	TPHARM Accounts Receivable Report including Supplemental Reports
M150	TPHARM Bank Cleared Payment and Deposit Report
M160	TPHARM Bank Account Statement Report
M170	MTF Data Integrity Summary Report
M180	MTF Reject Summary Report
M190	Reserved
M200	Mail Order Replenishment Reconciliation– Claims Level Data File
M210	Mail Order Replenishment Reconciliation– NDC Level Data File
M220	MTF High Cost Claim Summary Report
M230	Plan Cost Report
M240	Theater Data Medical Store (TMDS) Claims Processing Report
M250	TRICARE for Life (TFL) Pharmacy Pilot Summary and Savings Report
M260	TRICARE for Life (TFL) Pharmacy Pilot Override Report
M270	TRICARE for Life (TFL) Pharmacy Pilot Opt-Out Report

SECTION F
DELIVERIES OR PERFORMANCE

Q010 Paper Claims Aging Report
Q020 Denied/Appealed Paper Claims Report
Q030 Mail Order Pharmacy Prescription Report
Q040 Mail Order Pharmacy Reship Report
Q050 Quality Control Report
Q060 Specialty Pharmacy Services Report
Q070 Call Center Utilizers Report
Q080 Mail Order Pharmacy Utilizers Report
Q090 Clinical and Administrative Review Report
Q100 Prescription Restriction Program
Q110 Beneficiary Services Report
Q120 Pharmacy Help Desk Report
Q130 Explanation of Benefits (EOB) Report
Q140 Retail Prescription Conversion Report
Q150 Mail Order Pharmacy Partial Fill Report
Q160 TED Summary Report
Q170 CHCBP Monitoring Report
Q180 Quality Review Program Report
Q190 Other Health Insurance Development Report
Q200 Plan Costs vs. Commercial Plans Report
Q210 Fraud and Abuse Summary Report
Q220 Step Therapy Enhancements Report
A010 MOU with PDS Contractor
A020 MOU with MCSC for North Region
A021 MOU with MCSC for South Region
A022 MOU with MCSC for West Region
A030 MOU with BE&S
A040 Statement on Standards for Attestation Engagements (SSAE No. 16)
A050 Continuity of Operations Plan Report
A060 Disaster Recovery Test Results Report
A070 Enhanced Safeguarding Information Requirements Report
A080 TPharm Payer Sheet
A090 Interface Control Document
A100 FOIA Releasable Contract
A110 Letter of Assurance (Internal Management Control Review)
A120 Fraud Detection and Prevention Strategy and Internal Procedures
A130 TMA Claims Review Contractor
A140 Risk Assessment Letter of Assurance
R010 Pharmacy Change Monitoring Report
R020 Operations Issue Log
R030 Ad Hoc Management Reports
R040 Fraud Detection and Prevention Desk Procedures
R050 Appeals Processing Guidelines, Desk Instructions and Reference Materials
R060 Terrorist/Beneficiary/Provider Threats Report
R070 Free Commerce Interference Report
R080 Breach Report
T010 Phase-In Transition Plan
T020 Phase-In Transition Status Report
T030 Phase-Out Transition Plan
T040 Phase-Out Transition Status Report

(End of Section F)

SECTION G
CONTRACT ADMINISTRATION DATA

252.204-7006 Billing Instructions (OCT 2005)

When submitting a request for payment, the Contractor shall-

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

(End of Clause)

252.232-7003 Electronic Submission of Payment Request & Receiving Reports (JUN 2012)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in Section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

(End of Clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. Contract Administration. The TRICARE Management Activity (TMA), Acquisition and Management Support Directorate, will perform contract administration, except as delegated to other Government agencies by the TMA Contracting Officer. The Contractor will be provided a copy of all delegations of administration functions. The following individuals will be the Government points of contact during the performance of this contract.

G.1.1. Contracting Officer: The TMA Contracting Officer is responsible for the administration of this contract and is solely authorized to take action on behalf of the Government that may result in changes to the terms of this contract, including deviation from section C. The Contracting Officer for administration of this contract is:

Contracting Officer
TRICARE Management Activity
Contract Operations Division - Aurora
16401 East Centretch Parkway
Aurora, CO 80011-9066

G.1.2. Contracting Officer's Representative: The Contracting Officer will designate a Contracting Officer's Representative (COR) in writing. The Contractor will be provided a copy of COR appointment. The written appointment will delineate the scope of authority of the COR. The COR has no authority to make any commitments or changes that affect any term or condition of the contract.

G.1.3. Contractor Points of Contact Personnel : The following names and addresses of the Contractor's primary and alternate point of contact (POC) are authorized to negotiate with the Government and have authority to commit to contract implementation and compliance:

	Primary	Alternate
Point of Contact	Nancy Gilbride	Nick Jacobs
Company Name	President, Federal Pharmacy Services, Express Scripts, Inc.	Express Scripts, Inc.
Address	1 Express Scripts Way St. Louis, MO 63121-1824	1 Express Scripts Way St. Louis, MO 63121-1824
Phone Number	Office: 314.684.7778 / 800.332.5455 ext 347778	Office: 314.684.7781
Fax	888.720.3929	888.802.4278
Email Address	NAGilbirde@express-scripts.com	NJacobs@express-scripts.com

G.1.4. Government Payment Office.

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

SECTION G
CONTRACT ADMINISTRATION DATA

G.1.5 Administrative Contracting Officer. In accordance with the Federal Acquisition Regulation 42.202 the Contracting Officer has delegated certain contract administration functions to the Defense Contract Management Agency(DCMA) The Contractor will be provided a copy of the delegaton which delineates the specific administrative functions the thave been delebated.

The Administrative Contracting Officer (ACO) for delegated administraton of the contract is:

Defense Contract Management Agency
1222 Spruce Street, RM 90300
St. Louis, MO 63103-2812

G.2. Ordering.

G.2.1. Ordering authority: Only the TMA Contracting Officer has authority to issue task orders under the contract.

G.3. Payment Instructions for Multiple Accounting Classification Citations. In accordance with DFARS PGI 204.7108 this subsection provides instructions to the paying office:

G.3.1. Accounting and Appropriation Citations: When obligated, accounting and appropriation citations will be identified in the individual Task Order as informational subline items.

G.3.2. Each Contract Line Item Number (CLIN) is a separate contract type. Payments will be applied at the CLIN or Sub Line Item Number (SLIN) level.

G.3.2.1. Where there is a single line of accounting under a CLIN, the payment office will make payments with the funds established for that CLIN. If there is more than one line of accounting within a CLIN, the payment office will determine the appropriate line of accounting to use based on period of performance.

G.4. Other Instructions to Paying Office.

G.4.1. The paying office will follow paying instructions included in any contract modification, including change order definitizations and performance incentive payment modifications.

G.4.2. Revisions to payment instructions may be made as circumstances require. Revisions may be accomplished by correspondence between the contracting office and the paying office.

G.5. Invoice and Payment - Non-TEDS.

G.5.1. Contract Phase - In, TRICARE. Payment for services rendered on this requirement will be made only once during the contract, upon completion of the requirement and submission of a payment request.

G.5.3. MTF Prescription, Adjudication Services. The unit price for adjudicating MTF prescriptions will be paid against CLIN X005 (X in CLIN designation, refers to same CLIN all option periods) by the monthly submission of a payment request. Supporting documentation required to validate this payment request will be sent to the COR.

SECTION G
CONTRACT ADMINISTRATION DATA

G.5.4. Mail Order Unreplenished Agents. The unit price for Contractor fulfillment of Mail Order Prescriptions (MOP) for which pharmaceutical agents could not be replenished by the National Prime Vendor (NPV) will be paid against CLIN X010 by submission of a payment request at the end of each option period.

G.5.5. Explanation of Benefits (EOB). The unit price for mailing paper explanation of benefits to beneficiaries will be paid against CLIN X013 by the monthly submission of a payment request. The Contractor will not bill the Government for the final EOB mailing generated under this contract.

G.5.6. Government Directed Mailings. The unit price(s) for the quantity of Government directed mailings made during the contract's base period, or a given option period will be paid against CLINs 0002 or X014, respectively. After the end of each quarter, the Contractor may submit a payment request for mailings made during that quarter. Supporting documentation required to validate these payment requests will be sent to the COR. Government directed mailings do not include any communication with the beneficiary arising from the normal course of processing prescriptions or performing clinical reviews. Payments for mailings associated with a CLIN may be made. Requests for payment will not be made for mailings in which a CLIN is not associated. See following table:

Type Mailing	Reference	CLIN
Benefit Change Announcement, During Contract Phase-In	C.19.2.3	0002
Notice Drug is No Longer on DoD Formulary	C.10.4.3	X014
Notice Drug is Non-Compliant with Federal Pricing	C.10.4.3	X014
Benefit Change Announcement	C.10.4.4	X014
Notice of Network Change, During Contract Phase-In	C.19.2.1	NA
Start-Up Informational Package	C.19.2.2 & C.10.4	NA
New Beneficiary Mailing	C.10.4.1	NA
Clinical Issue / Warning Letter	C.10.4.5	NA
Notice of Network Change	C.6.6.1	NA
Beneficiary Notification, Prescription Monitoring	C.9.4	NA
TRICARE For Life (TFL) Mandatory Mail Pilot	C.7.1.11	NA

G.5.7. Contract Data Requirements List (CDRLs). Payment for deliverables will be made by submission of a payment request at the conclusion of the base period for CLIN 0003 and each option period for CLINs X015.

G.5.8. Retail Network Cost Control Incentive. Any performance incentive earned by the Contractor for Retail Network Cost Control (H.1) will be paid against X016. The Contractor may submit its payment request upon receipt of the contract modification implementing the incentive assessment.

G.5.9. Incentive for Savings on High Cost Medications. Any performance incentive earned by the Contractor for savings on high cost medications (H.2.1) will be paid against X017. The Contractor may submit its payment request upon receipt of the contract modification implementing the incentive assessment.

G.5.10. Transfer New Retail Prescription to Mail Order. The performance incentive earned for successfully transferring retail prescriptions to MOP (H.2.2) will be paid against CLINs X018 & X019. The Contractor may submit a payment request no more than quarterly. Payment requests for this

SECTION G
CONTRACT ADMINISTRATION DATA

requirement are validated by CDRL Q140. However, the Contractor shall provide additional documentation to the Government upon request to validate the criteria specified in H.2.2.

G.5.11. Transfer New Retail Prescriptions to MTF Incentive. The performance incentive earned for successfully transferring retail prescriptions to MTFs (H.2.2) will be paid against CLINs X020 & X021. The Contractor may submit a payment request no more than quarterly. Payment requests for this requirement are validated by CDRL Q140. However, the Contractor shall provide additional documentation to the Government upon request to validate the criteria specified in H.2.2.

G.5.12. Contract Phase-Out: The Contractor will be paid against CLINs X022 or X023 (Phase Out) activities only once during the contract. The Contractor may submit a payment request, only after all phase out tasks have been completed.

G.6. Retail Pharmacy- Claims Processing CLINs.

G.6.1. General.

G.6.1.1. Retail pharmacy claims are paid based on the processing of retail pharmacy claims and the creation of associated TEDs.

G.6.1.2. For the purpose of claims processing the completion of the batch TEDs submission (end date/time) sent to TMA will be used to determine the date of receipt; and the date the claim passes all TED edits shall be used to determine the date of acceptance for payment. Payment will be made unless the payment office is informed of an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, or there are disagreements on the payment amounts.

G.6.2. Retail Prescription

G.6.2.1. Invoice and payment procedures for Retail Network Claims, Electronic; and Retail Network Claims, Paper (CLINs X001, X002, X003 and X004) are the same. Submission of a TED record to TMA is considered submittal of an invoice.

G.6.2.2. Claim Quantity: The Contractor is paid the unit price for each TED record that passes all TED edits as specified in the TSM and validated by the TMA TED record edit system.

G.6.2.3. Unit price and performance period: The Contractor is paid the claims processing unit price identified in Section B for the contract period in which the Contractor originally submits the claim. The batch/voucher date in the voucher header is used to determine the contract period and applicable unit price.

G.7. Mail Order and Specialty Pharmaceuticals. This section covers the reporting requirements/replenishment for dispensing Mail Order Pharmacy (MOP) prescriptions.

G.7.1. Drug Replenishment: The Government will bear the cost of prescriptions dispensed at the MOP under this contract by providing drug replenishment through Defense Supply Center, Philadelphia (DSCP) and the National Prime Vendor (NPV) per section C.3. Replenishment will not be made for pharmaceutical agents shipped as a replacement.

SECTION G
CONTRACT ADMINISTRATION DATA

G.7.2. TED Record Submissions: The Contractor will generate TED records for each prescription filled per TSM, Chapter 2. TEDs are reported on separate headers for TRICARE and TRICARE Medicare Dual Eligible.

G.8. Mail Order Pharmacy – TEDs Related Processing .

G.8.1. Mail Order Pharmacy, Prescription Fill. Payment for processing Mail Order Pharmacy will be made against X006 or X007, depending upon the beneficiary's eligibility. Payment will be based on the CLIN unit price multiplied by the number of eligible records for that CLIN. The Contractor shall be paid one processing fee per TED record indicator number. The Government will offset unit price payments based on the calculated co-payment amounts (i.e. what was required to be collected by the Contractor from the beneficiary) to determine the net amount due the Contractor or Government. Payments shall be reported on the disbursing document showing the amounts paid by CLIN, co-payment offsets shall be separately reported on the disbursing document citing '9999CP' in the CLIN field (NOTE '9999CP' is not a CLIN but is used by TMA, CRM to report co-payment amounts). Co-payment offsets shall be calculated on a Net 30 basis and based on the same due date calculation used for processing fee payments. The Government shall pay the amount due to the Contractor in accordance with the Prompt Payment Act, after acceptance of the TED record.

G.8.1.1. For MOP Prescription Fill the Contractor:

- Will not submit a TEDs (invoice) for the processing fee for a replacement shipment, where the original shipment has not been received, or was received in unusable condition (C.7.3);
- Will submit a TEDs (invoice) for the processing fee for each partial shipment (C.7.4);
- Will submit a TEDs (invoice) for the processing fee for each MOP prescription shipped out as a deployed prescriptions (C.7.10).

G.8.2. Mail Order Pharmacy, Specialty Clinical Services. Payment of processing fees for Mail Order Pharmacy, Specialty Clinical Services will be made against X008 or X009, depending upon the beneficiary's eligibility. The offset to processing fee payments based on the calculated co-payment amounts will be the same as described in G.8.1.

G.8.2.1. For the period during which a beneficiary refuses specialty clinical services, the Contractor will be paid a normal MOP prescription fill (X006 or X007) for any refills, or a new prescription for the same specialty medication(s). Beneficiaries may opt back into specialty clinical services at their discretion. Reporting is required at CDRL Q060.

G.9. Clinical Reviews. Clinical reviews are performed for both retail claims and mail order transactions. Payment for each clinical review (i.e. PAs/MNs) will be based on submission of a separate TED record and paid against CLIN X011 or X012. The Contractor may:

- Submit a TED (invoice) for performing each clinical review as described at C.9.1.4.
- Submit a TED (invoice) for reviewing each prescription requesting brand name over generic.
- Not submit a TED (invoice) where a PA/MN already exists for the same purpose.
- Not submit a TED (invoice) Not be paid a transaction fee for any administrative (i.e. automated) reviews.

SECTION G
CONTRACT ADMINISTRATION DATA

G.10 CLIN Payment Eligibility

G.10.1 Eligible CLIN Records: If a TED record is eligible to receive a CLIN payment (all retail claims are eligible to receive an administrative CLIN payment), then the TED record (Including Type of Submission 'C' - complete cancellation to TED record data) shall be submitted by the Contractor to TMA using a Header Type Indicator of '6' or '9' (even if the TED record has already received a CLIN payment).

G.10.2 Ineligible CLIN Records: If the Contractor determines the TED record submitted is not eligible to receive a CLIN payment OR the Contractor wants to refund an CLIN payment to TMA, then the Contractor shall submit the TED record to the TRICARE Management Activity (TMA) using a Header Type Indicator of '0' or '5'. No CLIN payments can occur on any TED record grouped in a Batch/Voucher with Header Type Indicator of '0' or '5'. Only no-pay and credits can be processed under these header types.

G.10.3 Procedures for Administrative Fee Payments When the TED Record Processing System Is Not Available: Upon notification by the Contracting Officer that the TED Record processing system is not operating normally, the Contractor may submit invoices outside of the TED system to the Contracting Officer. The invoice shall list the number of claims processed by CLIN. This may be submitted daily or grouped by no more than five days of claims. These payments will be treated as an interim payment and will be a credit to the amount due as determined by the TED Record processing system when it is operating again.

G.11. Retail Pharmacy Benefit Payments. This sub-section covers the method of payments used for network retail pharmacies, non-network retail pharmacies, State Medicaid agencies, clearinghouses, and beneficiaries.

G.11.1. Retail Benefit Payment.

G.11.1.1. The Government will bear the cost of retail prescriptions dispensed under this contract. The Contractor acts as a Fiscal Intermediary for the Government to distribute, or pass-through, Government funds for certain pharmacy benefits.

G.11.1.2. The Contractor shall establish (see G.11.2) and use a minimum of two separate bank accounts to reimburse claims in accordance with this sub-section. One bank account will be used exclusively for paying retail pharmacy claims (and deposit of any over-payment amount) of beneficiaries covered by TRICARE, but not Medicare (i.e. TRICARE-Only Eligible) beneficiaries. The second bank account will be used exclusively for paying retail pharmacy claims of beneficiaries who are eligible for coverage under both Medicare and TRICARE (i.e. Medicare-Dual Eligible). New bank accounts for both of the eligibility categories will be established for use during each Federal Government fiscal year. If the Contractor needs additional bank accounts, a request specifying the purpose of the additional accounts should be submitted to TMA/CRM for approval.

G.11.1.3. Funds used to pay for TRICARE-only and Medicare-dual eligible claims come from separate and distinct appropriations. The Contractor shall therefore ensure that bank transactions are properly accounted for in order to prevent the commingling of funds. Failure to properly associate transactions with the correct bank account could result in the over-execution of TMA/CRM budget authority. The transfer of funds between bank accounts is strictly prohibited (except when authorized to correct an earlier deposit found to have been made to the wrong account). Any transactions reported under one bank

SECTION G
CONTRACT ADMINISTRATION DATA

account and later identified as belonging to a different bank account shall be reported immediately. TMA/CRM will instruct the Contractor as to what corrective action to take.

G.11.1.4. Retail pharmacy claims will be identified as either TRICARE-only eligible claims or Medicare-dual eligible claims; and their payment will be processed from the appropriate bank accounts referenced below. Upon processing a claim to completion, the Contractor shall submit a TED record to TMA per TSM, Chapter 2. TEDs are considered to be an invoice.

G.11.1.4.1 Claims from network pharmacies will be paid in accordance with the agreements which exist between the Contractor and its network pharmacies, e.g., WAC plus/minus price adjustment, plus Dispensing Fee, minus the collected co-payment. Network pharmacy payments may be accumulated until the agreed to payment date (e.g. weekly, biweekly, etc.).

G.11.1.4.2 For TRICARE-authorized vaccine claims submitted by network pharmacies, the pass-through payments will be in accordance with the agreements that exist between the Contractor and its network pharmacies, e.g., vaccine WAC, plus / minus price adjustment, plus a Dispensing Fee, plus an administration fee, also known as a Professional Service Fee (PSF). No Co-pay (\$0) will be subtracted for TRICARE-authorized vaccinations.

G.11.1.4.3. For non-network pharmacy claims, the Contractor shall, on a daily basis, reimburse the submitter of the claim, billed charges minus applicable co-payments and deductibles in accordance with the TRICARE Reimbursement Manual (TRM), Chapter 2, Addendum B.

G.11.1.5. All payments for pharmacy claims processed by the Contractor must be approved by the TMA/CRM Budget Office (C.11.4.) before the Contractor may send checks or make electronic funds transfers to the beneficiary or provider.

G.11.1.6. The Government will cover payments made by the Contractor on behalf of the Government by allowing the Contractor (through the Contractor's bank) to draw money from a designated Federal Reserve Bank (FRB). The draws will be made by means of the Federal Reserve Wire System (Fedwire).

G.11.1.7 No bank fees or other bank charges shall be paid from these accounts and no money should be drawn from the FRB for such charges.

G.11.1.8. Draws on the FRB by the Contractor.

G.11.1.8.1. The Contractor shall ensure that cash drawdowns do not exceed the payments authorized, as they clear the bank on a given day, less available deposits. The Contractor shall ensure that any excess amount(s) draw are immediately returned to the FRB. Interest and a penalty will begin the day after the overdraw and will continue until the overdraw amount is returned. Interest will accrue daily and is based on the Treasury Current Value of Funds Rate. The penalty will accrue daily and is based on the penalty rates in the Code of Federal Regulations, Title 31, Volume 1, PART 5, Subpart B Sec.5.5. TMA/CRM may initiate immediate payment offset against any payments to the Contractor involved for the interest, penalties and/or the overdrawn amount.

G.11.1.8.2. The total amount of a cash draw upon the FRB shall be based on the daily total of benefit payments presented to the bank for payment. If estimated amounts are used due to timing of reports from check clearinghouses or the FRB, the draws shall be adjusted the next business day.

SECTION G
CONTRACT ADMINISTRATION DATA

G.11.1.8.3. Computation of the amount of the draw must include any available deposits of funds into the account. These deposits will reduce the amount of cash needed for the drawdown on the day of the deposit.

G.11.2. Establishment of Bank Accounts to Pay Retail Pharmacy Claims.

G.11.2.1. The Department of the Treasury's Automated Standard Application for Payment System (ASAP), along with Fedwire, provide a mechanism for disbursement of Government funds to the Contractor for retail pharmacy payments. After authorization by TMA/CRM, these systems allow the Contractor to draw cash directly from the FRB to cover payments as they clear the Contractor's bank account. ASAP is used by the Treasury, the FRB, and TMA/CRM to verify the authorization to make draws and to track the transactions made by the Contractor's bank. Fedwire is used by the Contractor's bank to actually draw funds from the FRB.

G.11.2.2. The Contractor shall establish bank account(s) with a commercial bank that has Fedwire capability following Treasury requirements. The Contractor shall submit bank information to TMA/CRM not later than 60 calendar days prior to the beginning of processing claims on a new account. The information shall include:

- Name of Bank
- Mail address
- American Banking Association (ABA) routing number (RTN)
- Taxpayer Identification Number (TIN) for the bank.
- DUNS number for the bank.
- Contractor's bank account number(s) for deposits and for checks (if separate deposit and payment account numbers are used by the bank, provide both numbers).
- Individual point of contact at the bank and an alternate, including their phone numbers, and e-mail addresses
- Individual point of contact at the Contractor and an alternate, including their phone numbers, and e-mail addresses

G.11.2.3. TMA/CRM will establish the above bank account(s) on ASAP with the Treasury Department. TMA/CRM will notify the bank and the Contractor once the bank account(s) have been established and provide codes or other information necessary for the bank to make draws against the FRB using Fedwire. Currently, ASAP has a requirement to identify a total dollar amount that may be drawn on the FRB. This dollar limit, established by TMA, only represents an administrative ceiling at the FRB, and does not constitute any authority to draw funds. Accounts will also have daily limits for the amount that can be drawn. The Contractor will be notified of these limits by TMA/CRM. TMA/CRM will be able to increase these limits if needed.

G.11.2.4. Each bank account will be reconciled by the Contractor on a monthly basis following the format and instructions in CDRL M130.

G.11.3. TED Record Submissions.

G.11.3.1. TED Voucher Transmission Requirements.

G.11.3.1.1. TRICARE Encounter Data (TEDs) shall be submitted per TSM requirements which include separate grouping by the Automated Standard Application for Payment (ASAP) System ID. TEDs will be rejected and must be resubmitted if not grouped correctly. Adjustments and cancellations may be included with initial submissions.

SECTION G
CONTRACT ADMINISTRATION DATA

G.11.3.1.2. TED Batch/Vouchers shall be transmitted to TMA by 10 a.m. Eastern Time to be considered for that day's business. TED Batch/Vouchers received after 10:00 AM Eastern Time shall be considered received the next business day for payment and check release authorization purposes. Batch/Vouchers must pass all TED header edits as specified in the TSM. If all header edits are not passed, the Batch/Voucher will be rejected and returned to the Contractor.

G.11.3.1.3. The Contractor shall submit TED records to TMA on a daily basis (business days), following a ten-day hold for each retail Electronic Media Claim (EMC) transaction. The ten-day hold does not apply to paper claims, clearinghouse claims, State Medicaid agency claims, specialty pharmacy transactions or mail order pharmacy transactions, but the Contractor may hold these claim types for one business day prior to submitting their TED records. TMA will confirm that the voucher header is valid, and that it balances with the dollar amount of the related records.

G.11.3.2. Voucher Integrity: Voucher header and detail amounts transmitted by the Contractor become "fixed" data elements in the finance and accounting system for purposes of control and integrity. Corrections or adjustments to reported (payment) amounts must be accomplished on separate voucher transmissions.

G.11.3.3. Payment Suspension and TED Processing During Partial Funding Shortages.

G.11.3.3.1 Some of the funding TMA receives may be restricted in use to a specific federal agency, military department and/or to a particular health care program. Funding for these special purpose programs may run out before funding for other TMA programs. Therefore, the Contractor shall have the ability to suspend claims payment and the associated submission of TED line item(s) to TMA based on values contained in the following TED record fields:

- Service Branch Classification Code (Sponsor), SBCC - As specified in the TRICARE Systems Manual (TSM), Chapter 2, Section 2.8.
- Enrollment/Health Plan Code (E/HPC) - As specified in the TSM, Chapter 2, Section 2.5.
- Special Processing Code (SP) - As specified in the TSM, Chapter 2, Section 2.8.
- Health Care Delivery Program Coverage Code - As specified in the TSM, Chapter 2, Addendum M.

G.11.3.3.2. The suspension of claims payment and associated TED records may be based on a single value (e.g. SBCC=A) or a combinations of values (e.g. SBCC=A & E/HPC=SR). Suspension of claims payments shall be implemented by the Contractor within five workdays after receiving notification from the Contracting Officer. Any claims paid on or after the sixth workday, will be subject to immediate payment offset against any Contractor invoices including TEDs related administrative payments. The Contractor shall NOT, without prior Contracting Officer approval, initiate payment offset against any provider or beneficiary for payments made against suspended transactions and offset by TMA/CRM on Contractor invoices.

G.11.3.3.3. For all suspended transactions, the Contractor shall hold the claim information until receiving instructions from the Contracting Officer to do otherwise. The Contractor shall not reject the claims or return any information to the providers or beneficiaries unless instructed by the Contracting Officer. Once the Contracting Officer lifts the TED data submission restriction, the Contractor may submit all withheld TED data on the next appropriate (batch/voucher) data submission. TMA/CRM will reimburse the Contractor (without interest) for any invoice payment offsets done for TED suspended transaction that have not been recouped by the Contractor.

G.11.4. Authorization to Release Pharmacy Benefit Payment.

SECTION G
CONTRACT ADMINISTRATION DATA

G.11.4.1. The Contractor shall not release pharmacy benefit payments without prior authorization from the TMA/CRM Budget Office. Authorization from TMA/CRM to release payments will be sent to the Contractor via fax or e-mail NLT than 5:00 PM Eastern Time on the day of receipt. Authorization will specify contract number, ASAP Account ID#, initial transmission received date, and total dollar amount of funds that may be released based on information contained in the Batch/Voucher header. Approval for funds release will be given provided the following criteria are met:

- Voucher submissions must pass all header edits as specified in TSM, Chapter 2, Section 2.3.
- TMA/CRM Budget Officer has confirmed that funding is available to cover payments.

G.11.4.2. For payments made on a daily basis, a control number shall be included on the daily funding authorization which will authorize the Contractor to mail/transmit payments to the pharmacies, beneficiaries, or other submitter of a claim.

G.11.4.3. Payments made for multiple days (e.g., network pharmacies) should be the accumulations of daily funding authorizations. On, or prior to, the day the Contractor is going to release these payments, the Contractor shall provide to TMA/CRM, by e-mail or other agreed upon method, the total amount of payments by bank account and a listing of all TED voucher numbers being paid (the TED voucher header totals and payment request totals must be equal to one another for each bank account). This listing should be equal to previously approved daily funding. CRM will initially provide a control number sequence that should be used for check run submissions.

G.11.4.4. Authorization to release payments does not constitute TMA's acceptance that all payments are valid and/or correct. Detailed records will be audited for financial compliance. All transactions in these bank accounts must be valid and justified. Any unreported/unauthorized disbursements identified by TMA will be subject to immediate payment offset against any payments being made to the Contractor. All disputed amounts will remain in the possession of the Government until no longer in dispute.

G.11.5. Procedures for Benefit Payment Approval When the TED Record Processing System Is Not Available: Upon notification by the Contracting Officer that the TED Record processing system is not operating normally, the Contractor will send an email or fax with a listing of specific vouchers to TMA/CRM to request release of checks/EFT payments. This may be done daily. TMA/CRM will return to the Contractor a signed release so the Contractor can pay the providers and beneficiaries without delay. The Contractor must not release payments until this approval is received. Upon notification by the Contracting Officer that the TED Record processing system is operating again, this process can be discontinued. The Contractor requests will include the following Header information for each voucher (See TSM, Chapter 2, Section 2.2):

ELN	Element Name
0-001	Header Type Indicator
0-005	Contract Identifier
0-010	Contract Number
0-015	Batch/Voucher Identifier
0-020	Batch/Voucher Number
0-025	Batch/Voucher ASAP Account Number
0-030	Batch/Voucher Date YYYYDDD
0-035	Batch/Voucher Sequence Number
0-040	Batch/Voucher Resubmission Number
0-045	Total Number of Records

SECTION G
CONTRACT ADMINISTRATION DATA

0-050	Total Amount Paid
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G.11.6. Release of Payments to Providers/Beneficiaries: Benefit payments shall be released/mailed no later than two workdays after TMA/CRM has approved the release of payments. Check date shall be the same date as the calendar date the Batch/Voucher was transmitted to TMA.

G.11.7. Manual Payments to Providers/Beneficiaries for Retail Pharmacy Claims.

G.11.7.1. Payments for retail prescription costs may only be made manually (i.e. not using TED records) with prior approval from the TMA/CRM. Manual payments will only be approved for exceptional and rare situations, such as agreements or settlements that are not specific to a particular claim, or if there is a particular reason the claim cannot be submitted as a TED record.

G.11.7.2. If a manual payment is requested, the request shall include detailed information on the claims including the claim itself, documents supporting the claims, the calculation of how much is owed and a statement as to why the claim could not be handled through normal, automated processes.

G.11.8. Voided, Stale dated, or Replacement Checks/EFTS.

G.11.9.1. Voided and Staledated Checks.

G.11.9.1.1. For payments that are voided or staledated that are over \$10, a credit voucher through TEDs must be processed in accordance with the standards detailed in the TOM, Chapter 1, Section 3. If the check was issued as a manual voucher, the credit should be submitted as a similar manual voucher. The only exception to issuing a credit voucher would be staledates under \$10.00.

G.11.9.1.2. For voided/staledated payments of \$10.00 or less, the Contractor may elect either to:

- Affect a credit voucher for the check using automated means, or
- Instead of making a voucher transaction, a memorandum record shall be prepared and included on a listing of transactions as submitted monthly in the TPHARM Bank Account Reconciliation Report.

G.11.9.2. Replacement of Pharmacy Benefit Payments.

G.11.9.2.1. Reissuance of payments will be made against the current fiscal year bank account in use at the time of the reissuance.

G.11.9.2.2. Replacement payments may be issued upon request of the payee or authorized representative. If the check is not returned by the payee, the payee must provide a statement describing the loss or destruction of the check. Before a replacement check is issued, a stop payment order for the original check must have been issued and accepted by the bank.

G.11.9.2.3. The Contractor shall report the reissuance using the same procedure as was used to void/staledate the original (i.e. on a TED or on a manual approval).

G.11.9.2.4. If the reissuance is for a check that cannot be done as a TED record and a void was already reported to CRM, the Contractor shall submit a request for approval of check release to TMA/CRM within 10 workdays of the request by payee. Supporting documentation shall include the original check,

SECTION G
CONTRACT ADMINISTRATION DATA

the sponsor's SSN, branch of service, a copy of the EOB or other documentation showing the computation, and, if needed, a statement as described in G.11.9.2.2. above.

G.11.9.2.4.□.□□□□G□ If no credit voucher was reported to TMA in the voiding/staledating of the check, no credit voucher is required for the reissue (i.e. if the Contractor gets a returned check and immediately reissues from the same bank account, no TED or other voucher needs to be done). If the reissuance involves a check from a prior year, a TED or other voucher will need to be done to report the reissuance from the current year as well as a void for the original check.

G.11.9.2.4.□.□□□□G□ If the amount of a staledated/voided check to be reissued is \$10.00 or less, the Contractor shall use the same procedure in the reissuance as was used for the staledating. If no credit voucher was made in the staledating of the check, no credit voucher is required for the reissue. The Contractor shall reissue the payment and include the amount in the Pharmacy Bank Account Reconciliation Report.

G.11.9.2.5.□□□□□□ Re-issuance of checks When Original Payee is deceased: Checks/EFTs issued by the Contractor shall be made payable to the legal representative of the estate of the person concerned with an additional line stating "For the estate of__." Checks shall not be payable to the "estate of" a decedent, nor to a deceased person. Checks shall be delivered to the named payee or mailed to the payee's address of record.

G.11.10. Adjustments to Pharmacy Benefit Payments.

G.11.10.1. If an underpayment of a claim occurs, the Contractor shall determine the amount of the underpayment, and pay any additional payment with the next group of payments issued from the current fiscal year bank accounts. Payments will be reported as an adjustment to the initial TED record, but in the current fiscal year, regardless of the fiscal year of the original payment.

G.11.10.2. If an overpayment occurs, the Contractor shall follow recoupment procedures specified in the TOM, Chapter 10, to include offsetting overpayments against future payments. Collections, whether cash or offset, shall be shown as separate credit transactions as an adjustment to the initial TED record. Debts established under this paragraph and related transactions shall be reported on the monthly Accounts Receivable Report (CDRL M140).

G.11.11. Financial Editing of Detail Claims Data for Pharmacy Claims.

G.11.11.1. The TED system allows for the categorization of claim errors based on the type or classification error failed during the edit process. TMA will use the edits specified in the TSM, Chapter 2, Section 8.1, Financial Edits, to determine the propriety of payments. TED records that fail the Financial Edits specified in the TSM, Chapter 2, Section 8.1 will be "flagged" by TMA as inadequate payment information.

G.11.11.2. The Contractor shall correct the claims flagged by TMA within 90 calendar days. If not corrected in 90 calendar days, TMA will send a demand letter requiring resolution or reimbursement for all claims identified through TEDs as edit failures. The Contractor shall respond within 30 calendar days as to why the claim(s) in question cannot be corrected.

G.11.11.3. If resolution cannot be reached between TMA and the Contractor, the total amount of improper payments still in dispute will be collected by TMA.

SECTION G
CONTRACT ADMINISTRATION DATA

G.11.11.4. The Contractor shall take no recourse against TRICARE beneficiaries or providers under the situations described in this paragraph without prior TMA approval.

G.11.12. Federal Fiscal Year End Processing of Pharmacy Bank Accounts.

G.11.12.1. The Contractor shall establish a separate bank account for each new Government fiscal year. All payments issued for benefit payments and all refunds received shall be processed against the new account effective the first day of the new fiscal year. The Contractor shall also transfer all recoupment installment payments to the new account from the previous year's account.

G.11.12.2. Cash drawdowns against the prior fiscal year's bank account may continue, if required, until all payments from the prior year have either cleared or have been canceled, but no longer than the end of February of the following year or five months after the last payments have been issued on an account (in the case of a contract closeout).

G.11.12.3. Bank accounts shall be closed no later than the end of February, following the fiscal year end, or one month after the last payment on an account has been cashed, staledated, or been voided. A final bank account reconciliation shall be made within 30 calendar days following the last authorized transactions. All transactions that were not previously approved by TMA/CRM shall be explained with supporting documentation on the final bank reconciliation report (CDRL M130). TMA reserves the right to not accept these transactions.

G.11.12.4. Any outstanding balance in the account shall be reimbursed to TMA no later than the required submission date of the final bank account reconciliation. This balance may be subject to interest if it includes overdrawn amounts that were required to be submitted at an earlier date.

G.11.13. Federal Fiscal Year End Processing of TEDs.

G.11.13.1. All TED data shall be received no later than 10:00 AM ET, (8:00 AM MTN; 7:00 AM PT) on September 28. Any Batch/Voucher received after 10:00 AM ET will be rejected by TMA and must be resubmitted by the Contractor using next fiscal year Batch/Voucher CLIN/ASAP Account Number(s). The Contractor will not submit batch/vouchers with dates of September 29 and September 30. Any payment processed after September 28th, must use the next fiscal year Batch/Voucher CLIN/ASAP Account Numbers and must utilize the new fiscal year check stock, as applicable. The Contractor shall not submit Batch/Vouchers to TMA between Sept 28 10:00 AM Eastern Time and Oct 1, 12:01 AM Eastern Time.

G.11.13.2. All payments not included in the Contractor's final fiscal year data submission on September 28 must have a Batch/Voucher Date on or after October 1. Contractors will be able to test their new fiscal year's transactions in benchmark starting September 1. Like production, benchmark data must be received at TMA by 10AM ET on September 28. Between 10 AM Eastern Time on September 28 and 12:01AM Eastern Time on October 1 no benchmark data can be transmitted to TMA.

(End of Section G)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1. Retail Network Cost Control Incentive (CLINS X016)

H.1.1. The following table, Retail Network Reimbursement Table H-1, contains the "Guaranteed Average Price Adjustment Percentage" for the Wholesale Acquisition Cost (WAC) and Average Wholesale Price (AWP), and "Guaranteed Average Dispensing Fee" guaranteed by the Contractor and accepted by the Government for prescriptions for brand, generic, and specialty drug categories for each respective option period. (Note: X in CLIN designation, means same CLIN all option periods)

Option Period	Type of Rx	Pricing Basis	Guaranteed Average Price Adjustment Percentage	Guaranteed Average Dispensing Fee	
1	Brand	WAC	(b)(4)	\$	
		AWP		\$	
1	Generic	WAC		\$	
		AWP		\$	
1	Specialty Brand	WAC		\$	
		AWP		\$	
1	Specialty Brand	WAC		\$	
		AWP		\$	
1	Specialty Brand	WAC		\$	
		AWP		\$	
1	Specialty Brand	WAC		\$	
		AWP		\$	
2	Brand	WAC	(b)(4)	\$	
		AWP		\$	
2	Generic	WAC		\$	
		AWP		\$	
2	Specialty Brand	WAC		\$	
		AWP		\$	
2	Specialty Brand	WAC		\$	
		AWP		\$	
2	Specialty Brand	WAC		\$	
		AWP		\$	
3	Brand	WAC		(b)(4)	\$
		AWP			\$
3	Generic	WAC	\$		
		AWP	\$		
3	Specialty Brand	WAC	\$		
		AWP	\$		
3	Specialty Brand	WAC	\$		
		AWP	\$		
3	Specialty Brand	WAC	\$		
		AWP	\$		
4	Brand	WAC	(b)(4)		\$
		AWP			\$
4	Generic	WAC		\$	
		AWP		\$	
4	Specialty Brand	WAC		\$	
		AWP		\$	
4	Specialty Brand	WAC		\$	
		AWP		\$	
4	Specialty Brand	WAC		\$	
		AWP		\$	

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Retail Network Reimbursement Table H-1 For Use in Determining Incentives Continued					
Option Period	Type of Rx	Pricing Basis	Guaranteed Average Price Adjustment Percentage	Guaranteed Average Dispensing Fee	
5	Brand	WAC	(b)(4)	\$	
		AWP		\$	
5	Generic	WAC		\$	
		AWP		\$	
5	Specialty Brand	WAC		\$	
		AWP		\$	
5	Specialty Generic	WAC		\$	
		AWP		\$	
6	Brand	WAC		(b)(4)	\$
		AWP			\$
6	Generic	WAC			\$
		AWP			\$
6	Specialty Brand	WAC	\$		
		AWP	\$		
6	Specialty Generic	WAC	\$		
		AWP	\$		
7	Brand	WAC	(b)(4)		\$
		AWP			\$
7	Generic	WAC			\$
		AWP			\$
7	Specialty Brand	WAC		\$	
		AWP		\$	
7	Specialty Generic	WAC		\$	
		AWP		\$	
Note for Retail Network Reimbursement Table H-1					
Each applicable "Guaranteed Average Price Adjustment Percentage" and "Guaranteed Average Dispensing Fee" in this table will be used for the calculations described below.					

Subject to paragraph H.1.3 and H.1.4. below, the Contractor may earn a performance incentive if the total actual retail network reimbursement cost to the Government during each contract option period is less than the "Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs" that would have resulted from applying the Guaranteed Average Price Adjustment Percentage and the Guaranteed Average Dispensing Fee per prescription to the prescriptions filled in the retail network during the contract option period. The Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs will be calculated by first applying the WAC price published by First DataBank (FDB) that is in effect at the time the prescription transaction is processed during the option period, as reflected in the Government's Pharmacy Data Transaction Service (PDTS), then adjusting the WAC price by applying the applicable WAC "Guaranteed Average Price Adjustment Percentage" at table H-1. Next, for prescriptions for which no WAC price published by First DataBank (FDB) is available at the time the prescription transaction is processed during the option period, as reflected in the Government's PDTS: apply the AWP rates published by Medispan that are in effect at the time the prescription transaction is processed during the option period, as

SECTION H
SPECIAL CONTRACT REQUIREMENTS

reflected in the Government's PDTS, then adjust the AWP price by applying the applicable AWP "Guaranteed Average Price Adjustment Percentage" at table H-1. Finally, add the applicable "Guaranteed Average Dispensing Fee" specified in Table H-1 for each retail network prescription processed during the option period, as reflected in the Government's PDTS.

The incentive will equal 10% of the difference between the total actual retail network reimbursement cost processed during the option period, as reflected in the Government's PDTS, and the Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs. For example, if in any option period the Contractor's Guaranteed Average Price Adjustment Percentage and the Guaranteed Average Dispensing Fee per prescription result in a Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs of \$5 billion, and the actual cost to the Government was \$4.95 billion, the Contractor would be eligible for an incentive fee of \$5 million (10% of the savings of \$50 million) for that option period. The amount of the incentive that the Contractor may earn is not limited.

H.1.2. In the event the total actual retail network reimbursement cost in a contract option period exceeds the Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs that would have resulted from applying the Guaranteed Average Price Adjustment Percentage and the Guaranteed Average Dispensing Fee per prescription to the prescription transaction processed to completion during the contract option period, the difference between the actual costs and the Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs will be recouped by the Government for that option period. For example, if in any option period the Contractor's Guaranteed Average Price Adjustment Percentage and the Guaranteed Average Dispensing Fee per prescription result in a Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs of \$5 billion, and the actual cost to the Government was \$5.01 billion, the Government would recoup the amount of \$10 million (the entire difference) for that option period from the Contractor.

H.1.3. No performance incentive referenced in paragraph H.1.1 will be paid to the Contractor for any option period in which the Contractor does not meet or exceed all four retail network access standards for a minimum of 11 months. The Department of Veterans Affairs (DVA), Public Health Service, and Indian Health Service pharmacies will not be included in retail network access calculations for incentive eligibility determination.

H.1.4. Coordination of benefits claims, DVA claims, Medicaid claims, Public Health Service claims, Indian Health Service claims, non-network claims, vaccines administered by retail network pharmacies, and prescriptions for supplies and compounded medications will not be included in the calculation for the performance incentive or guarantee recoupment calculation.

H.1.5. The Government's Pharmacy Data Transaction Service (PDTS), or any successor system will accumulate reimbursement data from all retail network pharmacy transactions. PDTS will be the sole data source for calculating the total actual retail network reimbursement cost, calculating the Total Expected Government Cost for Reimbursement of Retail Network Pharmacy Costs, and calculating the amounts of any performance incentive or any guarantee recoupment. The Government will measure and calculate the incentive amount after each option period and will notify the Contractor of the results. If the Contractor earns a performance incentive, the Contracting Officer will provide invoice and payment instructions upon verification sufficient funding is obligated on the Retail Network Cost Control Incentive line item in Section B.

H.2. Additional Financial Incentives

H.2.1. Incentive for Savings on High Cost Medications (CLINS X017)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.2.1.1. For high cost medications designated by the Government for the purpose of this incentive, the Contractor will receive a performance incentive equal to 10% of the cost savings realized by the Government when the Contractor influences and facilitates or otherwise initiates action that results in a beneficiary's transfer of their prescription from a retail network pharmacy to the mail order pharmacy. The total incentive amount the Contractor may earn over the period of performance is limited only by the number of successful transfers influenced by the Contractor. To be eligible for this incentive, the Contractor must demonstrate that a retail prescription was filled at a network retail pharmacy within the past 120 days and document how the Contractor assisted the beneficiary in moving the medication to the mail order pharmacy. Qualifying initiatives and methods of assistance in moving prescriptions to mail order will be solely determined by the Government based on the level the Contractor demonstrates it influenced the transfer to mail order. The amount of the incentive will be based on the actual ingredient cost of the medication for the most recent claim processed for that beneficiary at the retail network pharmacy and the ingredient cost of the medication for the first mail order fulfilled for that beneficiary at the mail order pharmacy. The cost per 1 day supply at each point of service will then be determined and the incentive amount calculated by the Contractor based on the day supply dispensed at the mail order pharmacy. The Contractor will earn a performance incentive one time based on the savings between the most recent prescription filled at retail and the first fill at mail order. The Contractor will not receive a performance incentive for subsequent refills at mail order for the same prescription and beneficiary. For example, if the retail fill has an ingredient cost of \$1,200 for a 30 day supply, the daily cost of the medication would be $\$1200/30 = \40 . If the medication was dispensed at mail with an ingredient cost of \$2000 for a 90 supply, the daily cost at retail would be used to calculate the cost of the same 90-day supply at retail, $\$40 \times 90 = \3600 . The cost savings for the medication for mail orders would be $\$3600 - \$2000 = \$1600$. The Contractor's performance incentive would equal $1600 \times 10\% = \$160$.

H.2.1.2. The Contractor is not eligible to receive the standard mail order transfer incentive fee described under H.2.2 for medications designated as a high cost medication for the purpose of this incentive.

H.2.1.3. The list of high cost medications will designate high cost medications for the purpose of this incentive. This list is expected to change from time to time at the discretion of the Government and will be provided to the Contractor upon revision. The retail ingredient cost of the medication will be as submitted to the Contractor by the retail pharmacy. The mail order ingredient cost to the Government is based on the Managed Care Pricing File. All calculations will be based on the Contractor's claims data to PDTS. The Contractor shall submit its calculation of the incentive amount with supporting data, and its documented demonstration of the Contractor's actions resulting in transfers from retail to mail order four times per option period for the preceding three months. Based on the Contractor's submittal, the Government will verify ingredient costs and make the final determination of the performance incentive amount earned by the Contractor considering the Contractor's documentation. The performance incentive amount is final upon notification by the Contracting Officer. The Contracting Officer will provide invoice and payment instructions upon verification sufficient funding is obligated on the applicable High Cost Medication Incentive line item. The Government's assessment of the Contractor's submittal will be shared with the Contractor upon request. The Government reserves the right to review, audit, or validate the Contractor's system, written processes, and adherence to those processes at any time in order to validate or determine the acceptability of the Contractor's measurement and calculations.

H.2.2. Transfer New Retail Prescription to MOP or MTF Incentives (X018, X019, X020 & X021)

The Contractor will receive a performance incentive for each new prescription, which due to the Contractor's efforts and coordination, is successfully transferred from a retail pharmacy to the mail order pharmacy, or to the beneficiary's designated MTF Pharmacy. The Contractor shall receive this incentive

SECTION H
SPECIAL CONTRACT REQUIREMENTS

one time per beneficiary/drug. The total incentive amount the Contractor may earn over the period of performance is limited only by the number of successful transfers made by the Contractor.

H.2.2.1. The Contractor will only be paid for successful conversions; the Contractor will not be paid for unsuccessful conversions. The following conditions are required for a transfer to be considered successful:

- 1) The Contractor must have a record of the prescription being filled at network retail pharmacy within the prior 60 days;
- 2) The Contractor must have contacted the prescriber to obtain a new prescription for TMOP or MTF to be eligible for the incentive;
- 3) The Contractor must have completed the transfer within 21 days of beneficiary authorization; and
- 4) The beneficiary must have filled the medication at the point of service to which the Contractor facilitated the transfer.

The Contractor shall provide reporting (CDRL Q140) on the number of transfers performed. Upon request, the Contractor shall provide additional documentation to the government that the above criteria have been met for all transfers.

H.2.2.2. This incentive shall be assessed subsequent to each contract quarter. The Contracting Officer will make a final and unilateral decision regarding the incentive to be paid; based on the Contractor's report and verifying whether the eligibility requirements have been met. The Contracting Officer will provide invoice and payment instructions upon verifying that sufficient funding is obligated on:

- Transfer New Retail Prescription to MOP Incentive CLINs
- Transfer New Retail Prescription to MTF Incentive CLINs

H.3. Performance Guarantees

The performance guarantees described in this section is the Contractor's guarantee that the Contractor's performance will not be less than the performance standards described below. Each standard is guaranteed, measured, and assessed separately from contract standards specified in Section C and the referenced TRICARE Manuals. All self-reported Contractor data utilized in the assessment of performance relative to contract standards and performance guarantees is subject to review by the Government. The rights of the Government and remedies described in the performance guarantee section are in addition to all other rights and remedies of the Government.

H.3.1. For each occurrence the Contractor fails to meet each guaranteed standard, the Government will withhold payment from the Contractor the amount listed in the schedule below. Performance guarantee withholds will continue until the Contractor's performance improves to meet or exceed the standard. Performance will be measured as specified below. The Contractor will be notified of withholds accumulated and assessed subsequent to each contract quarter. For the purposes of section H.3, the term "performance standard" is defined as the standard specified in this section. If it is determined that the performance standard was not met, then the performance guarantee withhold will be applied against the actual level of performance. Each standard will be measured and assessed independently.

For administrative purposes, the Contractor will be notified of performance guarantee withholds on a quarterly basis via a unilateral modification in accordance with FAR 43.103(b)(3) with this section as the

SECTION H
SPECIAL CONTRACT REQUIREMENTS

cited authority for the modification. Unless arrangements are made otherwise, withholds will be made from the next available contract payment under any line item at discretion of the Government. Total performance guarantees assessed under this subsection (except for TED Edit Accuracy) for any option period shall not exceed \$2,000,000. There will be no cap on performance guarantee withholds for TED edit accuracy.

H.3.2. Mail Order Pharmacy Prescription Processing

Standard: 100% of mail order prescriptions shall be shipped, scheduled for delivery, returned, or denied 10 calendar days from receipt, reported monthly. Prescriptions under the Deployment Prescription Program that require clarifications or intervention will not be included in the calculation of mail order pharmacy processing time, but are subject to the requirements of C.7.10.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Calendar month. Contractor report.

H.3.3. System Availability

Standard: The Contractor's Net Operating Time shall be greater than or equal to 99.5% of the TPharm Operating Time.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Time measured in minutes per calendar month. Self-reported by the Contractor.

H.3.4. DMR Claims Processing

Standard: (b)(4) of DMR claims shall be processed to completion with 14 calendar days of receipt.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Calendar month. Contractor report.

H.3.5. Clinical Review Processing

Standard: (b)(4) of all clinical reviews shall be completed and notification sent to the beneficiary within 5 calendar days of receipt of a properly completed request, measured monthly.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Calendar month. Contractor report.

H.3.6. Telephone Service

Standard: Measured on a monthly basis, all beneficiary services calls received shall be transferred to a Beneficiary Service Representative (BSR) with an Average Speed of Answer (ASA) of not more than 30 seconds after the caller has selected the option to speak to a BSR.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Calendar month. Contractor report.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.3.7. Correspondence Processing

Standard: Measured on a monthly basis, not less than 95% of priority correspondence will be processed to completion within 10 calendar days. Priority correspondence is defined in TOM Chapter 23, Section 4, paragraph 1.1.

Withhold: \$100,000 each full calendar month the standard is not met.

Measurement: Calendar month. Contractor report.

H.3.8. TED Edit Accuracy (TOM Chapter 1)

Standard: TED edit accuracy will be measured on a monthly basis. The accuracy rate for TED edits shall be:

- 95% after six months of performance (i.e. during months 7 - 9 of OP1);
- 99 % in the tenth month of operation and all months thereafter.

Withhold: If the Contractor fails to meet the standard and falls below the standard, a performance guarantee amount of \$1.00 for each TED record not meeting the standard will be withheld. For example, if only 93.3% of all TEDs pass edits for each of months seven, eight, and nine, then a performance guarantee amount will be applied to 1.7% of all TEDs submitted during the period (1.7% equals the difference between the Contractor's actual performance and the standard in this example). If 1.7% equates to 153,000 TED records, the performance guarantee withhold amount will be \$153,000.00 (i.e., 153,000 x \$1.00).

Method: The number of TEDs failing to meet the standard will be determined each calendar month by the Government based on the TMA TED database.

H.4. Claims Auditing Sampling Methodology and Error Determinations

The Government will conduct quarterly retrospective claim reviews of TRICARE pharmacy claims data. The audit will look for payment errors, occurrence errors, and process errors. Results from claim reviews will be used to determine the Contractor's conformance to claims processing performance standards as indicated in H.4.7.

Error types are as follows:

- Payment errors are the amount of over/under payments on a claim.
- Occurrence errors result from an incorrect entry in any data field of the TED.
- Process errors are payment errors with post payment actions that substantiate the initial processing decision. The payment error will be removed but the process error will remain.
- Documentation errors are missing or invalid documentation which impact the audit process or indicate a situation of contractual noncompliance which is identified during the audit.

H.4.1. Sampling Methodology

H.4.1.1. There will be a separate payment and occurrence review. There are three categories of claims: electronic retail claims, paper pharmacy claims, denied payment for paper claims. Payment and occurrence samples shall be drawn from TED records which pass all TMA edits during the prior three months. Individual TED records within batches/vouchers which fail TRICARE edits or which are

SECTION H SPECIAL CONTRACT REQUIREMENTS

otherwise not valid for processing as submitted by the Contractor will not be included in the sampling frame. Records to be sampled for both the occurrence and payment claim reviews will be “net” records (i.e. the sum of transaction records available at the time the sample was drawn related to the initial transaction record).

H.4.1.2. Stratified random sampling is the preferred sampling method for each claim category to determine the overall payment error amount. The number of strata and strata boundary points will be optimally determined and may vary by sample based on the composition of the data and applicable analysis. Sample means will be used as point estimates of payment and occurrence errors. A 100% review of claims above a high-dollar threshold will be conducted. The Government reserves the right to exclude from reviews claims below a low-dollar threshold. The low-dollar and high-dollar thresholds may vary by claim category and review period.

H.4.1.3. For occurrence samples, there will be a simple random sample of claims from each sample category. The occurrence sample claims will not duplicate any claim already drawn in another claim category.

H.4.2. Contractor Documentation

H.4.2.1. Upon receipt of the TEDs Internal Control Number (ICN) listing from TMA, the Contractor shall retrieve and compile processing documentation and history files for each selected TED record/claim. All documentation must be received at TMA or designated claims review Contractor within forty-five (45) calendar days from the date of the TMA letter transmitting the ICN listing.

H.4.2.2. Based on mutual agreement between the Contractor, the designated claims review Contractor, and the Government, documentation can be provided in a mutually agreed upon electronic file format (i.e. DVD/DVR, .pdf, .doc, etc). The Contractor shall submit via registered mail, certified mail, or similarly guaranteed delivery service one legible copy of all pertinent claims documentation that demonstrates accurate claims processing. Screen shots shall be provided for any documentation where original materials do not exist (e.g., e-prescriptions, notes from call center logs, prior authorization/medical necessity reviews, etc.). Payment or occurrence errors will be assessed if a claim is selected for audit and the Contractor cannot produce the claim or the claim provided is not legible and therefore not auditable. The Contractor has the option of submitting the original document in those cases where the copy is not legible. TMA or designated audit Contractor will return the original document(s) upon completion of the audit process.

H.4.2.3. For each review, the Contractor will provide types of documentation such as the following:

- Claim related correspondence when attached to the claim or related to the adjudication action (e.g., development records, pharmacy receipts);
- Medical necessity or prior authorization records;
- Other health insurance (OHI) documents;
- Drug pricing including Maximum Allowable Charge, Average Wholesale Price, and or discount rate (network rate)
- Preferred Product Indicator;
- Network Status;
- Dispensing Fee Data;
- Copy of the Explanation of Benefit (EOB) or Explanation of Payment (EOP) for each claim selected;
- Any additional documentation not specifically identified above that supports the Contractors adjudication of the selected claim.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.4.2.4. The Contractor may provide an initial set of documents explaining any pertinent data field /document for supporting claims adjudication. Updated documents can be provided as revisions occur. Examples include:

- Benefit design document
- Adjudication rules (duplicate screening, refill too soon criteria, administrative overrides)
- Document/screen shot explanations
- Description of data elements by field position in beneficiary history file printout
- Field definitions for pricing and pricing logic

H.4.2.5. The Contractor shall send beneficiary history (15 to 27 months) for each claim selected for review. Documentation for any claim selected with adjustment transactions completed prior to the date of the sample must include the documentation to indicate both initial and adjustment processing actions.

H.4.2.6. For any pharmacy service that does not have a valid reason for submitting a TED record, as defined in the TRICARE Systems Manual (TSM), a 100 percent payment error based on the total billed amount will be assessed. This condition is considered to be an unsupported TED.

H.4.3. Payment and Process Error Determinations

H.4.3.1. Payment errors are the amount of over/under payments on a claim, including but not limited to a payment in the correct amount but sent to the wrong payee, denial of a payable claim, misapplication of the cost-share/co-pay/deductible, payment of a non-covered drug, etc. There are two categories of payment errors: (1) a payment error which cannot be removed with post payment processing actions; and (2) a payment error which can be removed with post payment processing actions.

H.4.3.2. Payment errors which can be removed with post payment actions that substantiate the initial processing decision will be removed from payment error rate but the process error will remain. Process errors are noncompliance with a required procedure or process, such as development required but not performed or medical necessity review required but not evident and are cited in conjunction with a payment error. Claims containing process errors will not affect payment or occurrence error rates, but will be used as a performance indicator.

H.4.3.3. Payment errors which cannot be removed with post payment actions are based only on the claim information available up to the date the review sample is pulled. Consideration will be given to subsequent processing actions that occur prior to the date the review sample is pulled, including actions that have not passed the TMA TED edits, only if supporting documentation to indicate the action taken and the date the action was completed is submitted with review documentation. Adjustment transactions are not allowed on claim denials, therefore, subsequent reprocessing actions to a denied claim which occurs prior to the date the audit sample is pulled will be considered during the audit. Subsequent processing actions after the date the review sample is pulled will not be considered in the audit regardless of whether resolution of a payment error exists.

H.4.3.4. The following are payment errors on which post payment actions are either not applicable or would not remove the payment errors assessed.

- 04K - Cost-share / Deductible Error
- 07K - Duplicate Services Paid
- 08K - Eligibility Determination — Patient
- 09K - Eligibility Determination — Provider

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- 13K - OHI/TPL — Govt. Pay Miscalculated
- 14K – OHI Payment Omitted
- 15K – Payee Wrong – Patient/Sponsor
- 16K - Payee Wrong- Provider
- 18K - Pricing Incorrect
- 19K - Procedure Code Incorrect
- 20K - Signature Error
- 24K - Incorrect Benefit Determination
- 25K - Claim Not Provided
- 26K - Claim Not Auditable

H.4.3.5. The following are payment errors on which post-payment actions may support original processing. On rebuttal, if documentation is provided that supports the processing actions, the payment errors could be removed but the process errors would remain.

- 01K – Authorization/Pre-authorization Needed
- 02K - Unsupported Benefit Determination
- 03K - Billed Amount Incorrect
- 05K – Development Claim Denied Prematurely
- 06K - Development Required
- 10K - Medical Emergency Not Substantiated
- 11K - Medical Necessity/Review Not Evident
- 21K - Timely-Filing Error
- 99K - Other: This payment error is very general and claims would have to be reviewed on an individual basis with regard to post-payment actions.

H.4.3.6. Upon rebuttal, if the procedure/process is followed to conclusion and the actions support the original decision, the payment error will be removed but the procedural/process error will remain.

- 01P - Authorization/Preauthorization needed
- 02P - Unsupported Benefit Determinations
- 05P - Development Claim Denied Prematurely
- 06P - Development Required
- 10P - Medical Emergency Not Substantiated
- 11P - Medical Necessity/Review Not Evident
- 21P - Timely Filing Error
- 23P - Contract Jurisdiction Error
- 99P - Other

H.4.4. Occurrence Error Determination

H.4.4.1. Occurrence error determinations are based on only the claim information available and those processing actions taken at the time the sample is drawn. Actions and determinations occurring subsequent to the processed date of an audited claim, such as obtaining other health insurance documentation, adjusting a claim to correct financial or other data fields, or developing for required information not obtained prior to processing, are not a consideration of the audit regardless of whether a resolution of the incorrectly coded TED results.

H.4.4.2. Occurrence errors result from an incorrect entry in any data field of the TED. There are no

SECTION H
SPECIAL CONTRACT REQUIREMENTS

exceptions. Any error, including errors in financial fields, shall be counted as occurrence errors. Some TED error conditions are not attributable to any one specific data field but apply to the record as a whole or to certain parts of the record. In addition to erroneous data field coding error conditions involving incorrect or unsupported records will result in occurrence errors being assessed. All incorrectly coded financial fields on a TED are considered to be occurrence errors regardless of whether associated errors exists.

H.4.4.3. The following are occurrence error categories and codes. All TED record occurrence errors, including errors in financial fields, are counted and the error rate is expressed as a percentage of the total number of data fields in the TED record.

Error Codes	Error Condition Specific to Claim	Number of Errors
01J	Unlike Procedures/Providers Combined (Non-institutional Record)	7 errors for each additional utilization data set*
03J	Services Should Be Combined	1 error for each additional revenue code/utilization data set
04J	Missing Non-Institutional Utilization Data Set	7 errors for each missing data set*
05J	Extra Non-Institutional Utilization Data Set	7 errors for each extra data set*
08J	Incorrect Record Type	5 errors
09J	Separate TED Record Required	1 error
10J	Claim Not Proved for Audit	1 error plus 1 error for each revenue code utilization data set in the TED
11J	Claim Not Auditable	1 error plus 1 error for each revenue code utilization data set in the TED
12J	Unsupported TED Transaction	1 error plus 1 error for each revenue code utilization data set in the TED

* Not to exceed 21 errors for combination of these error conditions.

H.4.5. Documentation Errors

H.4.5.1. The following are documentation errors which can be assessed in conjunction with a payment or occurrence error. These errors are neither occurrence errors nor payment errors and are not used to calculate the occurrence or payment error rates. “L” errors are used to document and report the Contractor’s documentation problems which impact the audit process or indicate a situation of contractual noncompliance which is identified during the audit.

- 01L – Audit Documentation Incomplete
- 02L – Audit Documentation Illegible
- 03L – Documentation Submitted Late
- 04L – EOB/EOP Incorrect
- 05L – NAS Questionable
- 06L – Error in Claim History
- 08L – Erroneous Claim Split
- 09L – Erroneous TED Record Split
- 10L – Adjustment – No Authorizing Official
- 11L – Contract Jurisdiction Error

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.4.6. Rebuttals

H.4.6.1. The Contractor's rebuttal of initial payment and occurrence error findings must be submitted to TMA or the designated claims review Contractor within thirty (30) calendar days of the date of the TMA initial payment and occurrence error transmittal. Rebuttal comments that are not received, or postmarked within thirty (30) calendar days of TMA's transmittal letter will be excluded from further consideration. The post-rebuttal error determination(s) by TMA are final and will not receive further consideration except when during the rebuttal process the Contractor submits a claim not previously submitted with the initial claims review process and an error is assessed on rebuttal; or when the Contractor's rebuttal explanation of the basis on which a claim was processed results in the assessment of a new error not previously reviewed by the Contractor.-

H.4.6.2. The Contractor's rebuttal of any new errors assessed by TMA or the designated claims review Contractor during the rebuttal process must be postmarked within thirty (30) calendar days of the TMA or designated claims review Contractor's rebuttal transmittal letter. Rebuttals to new errors not postmarked within thirty (30) calendar days from the date of the rebuttal transmittal letter will be excluded from further consideration. The due date of rebuttal comments will be calculated by adding thirty (30) to the Julian calendar date of the TMA or designated claims review Contractor's rebuttal response letter.

H.4.7. Error Rates

H.4.7.1. Claims Payment Error Rate

Standard: The absolute value of the payment errors for sampled TED records, measured quarterly is 0.5% for electronic retail pharmacy claims, and 2% for DMR/paper retail claims.

Measurement: The sample payment error rate is the total absolute value of the payment error divided by the total billed amount (of the sample) multiplied by 100. Error rates will be calculated separately for each of the three categories (electronic retail claims, paper pharmacy claims, denied payment for paper claims); however, the error rate for paper claims will be the sum of paper pharmacy claims and denied payment of paper claims identified in H.4.1.1.

H.4.7.2. Occurrence Error Rate

Standard: The standard for occurrence errors for sampled TED records, measured quarterly is 3%.

Measurement: The TED occurrence error rate is the total number of errors divided by the total number of data fields in the sample times 100.

H.5. Covered DoD Officials

The Contractor is hereby notified that an actual or potential conflict of interest may exist with Covered DoD officials, as defined by DFARS 252.203-7000. In addition to the requirements of DFARS 252.203-7000, the Contractor must get approval from the Contracting Officer prior to the involvement of the covered DoD official in the performance of this contract or render the approval of a mitigation plan. Failure by the Contractor to comply may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.6. Impaired Objectivity

The Contractor is responsible to prevent, avoid, or mitigate any situation where the Contractor may have potential performance conflicts of interests due to Contractor financial interests, multiple internal allegiance or impaired objectivity where the best interests of the Government could be compromised. This includes, but is not limited to, the Contractor's role as a fiscal intermediary and in its role in pursuing waste, fraud and abuse (TOM Chapter 13) involving retail pharmacies in which the Contractor has a financial interest. If situations that had not previously been addressed before award of the contract change or emerge after the award of this contract, and at any time during performance of the contract, the Contractor will immediately notify the Contracting Officer, in writing, of the nature of the actual or potential performance conflict. The Contractor shall submit a plan of action to the Contracting Officer within 30 days of notification, outlining the actions the Contractor has taken or proposes to take to avoid, neutralize, or mitigate the actual or potential performance conflicts of interest.

H.7. Third Party Information

It may become necessary in the performance of this contract to review proprietary information from other Contractors. The Contractor shall protect all proprietary information from unauthorized use or disclosure and refrain from using the information for any purpose other than that for which it was furnished. At the request of the other Contractor, or the Contracting Officer, the Contractor shall execute agreements with third party companies furnishing data in connection with work performed under this contract. Non-disclosure agreements should be completed by the Contractor, all employees, and subcontractors who obtain access to proprietary information. Safeguards shall be implemented to restrict access to proprietary information and to avoid, neutralize, or mitigate potential conflicts of interest.

H.8. Post Award Organizational Conflicts of Interest

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after the award of this contract and at any time during performance of the contract, the Contractor will immediately notify the Contracting Officer, in writing, of the nature of the actual or potential conflict. The Contractor shall submit a plan of action to the Contracting Officer within 30 days of notification, outlining the actions the Contractor has taken or proposes to take to avoid, neutralize, or mitigate the actual or potential organizational conflict of interest. The Government reserves the right, in case of a breach, misrepresentation or nondisclosure, to terminate this contract, disqualify the Contractor from subsequent related contractual efforts, or pursue any remedy permitted by law or this contract.

H.9. Indemnification

The Contractor agrees to be solely liable for and expressly agrees to indemnify the Government for the costs of defense and any liability resulting from services provided by the mail order pharmacy or a retail network pharmacy. The contractor further agrees to indemnify, defend and hold harmless TMA and the Government from any and all claims, judgments, costs, liabilities, damages and expenses, including attorney's fees, whatsoever, arising from any acts or omissions by the contractor or network pharmacy in providing services.

(End of Section H)

SECTION I
CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

52.202-1 DEFINITIONS (NOV 2013)

(Reference 2.201)

52.203-3 GRATUITIES (APR 1984)

(Reference 3.202)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 3.404)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 3.503-2)

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Reference 3.502-3)

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

(Reference 3.104-9)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 3.104-9)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 3.808)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(Reference 3.1004)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(Reference 3.908-9)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

(Reference 4.303)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

SECTION I
CONTRACT CLAUSES

(Reference 4.1303)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

(Reference 4.1403(a))

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE(JUL 2013) (Reference 4.1105(b))

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(Reference 9.409)

52.209-9 UPDATE TO PUBLICALLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(Reference 9.1047)

52.210.1 MARKET RESEARCH (APR 2011)

(Reference 10.003)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

(Reference 11.604)

52.215-2 AUDIT AND RECORDS, NEGOTIATION, Alt I (MAR 2009)

(Reference 15.209)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 15.209)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (AUG 2011)

(Reference 15.408)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(Reference 15.408)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(Reference 15.408)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVISIONS (OCT 2010)

(Reference 15.408)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(Reference 15.408)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(Reference 15.408)

SECTION I
CONTRACT CLAUSES

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010)

(Reference 15.408)

52.216-18 ORDERING (OCT 1995)

(Reference 16.506)

(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 option periods one through seven.

(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)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(Reference 16.506)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1 each per contract line item, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the following quantities:

Retail, Electronic Claims (TRICARE Only & Dual-Eligibles)	93,564,000
Retail, Paper Claims (TRICARE Only & Dual-Eligibles)	1,165,000
MTF Adjudication	93,315,000
MOP Prescriptions (TRICARE Only & Dual-Eligibles)	36,493,000
MOP Specialty Clinical Svcs (TRICARE Only & Dual-Eligibles)	57,000
Clinical Services (TRICARE Only & Dual-Eligibles)	580,000
Paper Explanation of Benefit (EOB)	6,000,000
Govt Directed Mailings	1,200,000

(2) Any order for a combination of items in excess of quantity listed in (1) above; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the

SECTION I
CONTRACT CLAUSES

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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.

(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 April 30, 2022.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 17.208)

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 90 calendar days of contract expiration.

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

(Reference 17.208)

(a) The Government may extend the term of this contract by written notice to the Contractor within [30 days before the contract expires]; provided that the Government gives the Contractor a preliminary

SECTION I
CONTRACT CLAUSES

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 [8 Years, 6 Months]

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)

(Reference 19.708)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN – Alternate II (OCT 2001)

(Reference 19.708)

SMALL BUSINESS SUBCONTRACTING PLAN
(DEVIATION 2013-00014) (AUG 2013)

(1) *****

(1) ***

(2) SSR.

(i) Reports submitted under individual contract plans***

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 19.708)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 22.103-5)

52.222-3 CONVICT LABOR (JUN 2003)

(Reference 22.202)

52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)

(Reference 22.1207)

SECTION I
CONTRACT CLAUSES

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 22.810)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 22.810)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(Reference 22.1310)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(Reference 22.1408)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

(Reference 22.1310)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(Reference 22.1605)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(Reference 22.1006)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

(Reference 22.1006)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits (Range)
Mail Clerk/Mail Assistant	\$ 11.75 per hour \$6,375 - \$12,260
Data Entry Operator	\$ 11.75 per hour \$6,375 - \$12,260
Claims Assistant	\$ 13.14 per hour \$7,130 - \$13,710
Administrative Assistant	\$ 16.10 per hour \$8,733 - \$16,744
Administrative Coordinator	\$ 16.10 per hour \$8,733 - \$16,744
Data Entry Clerk	\$ 9.59 per hour \$5,250 - \$10,110
Financial Technician	\$ 14.39 per hour \$7,806 - \$14,965
Customer Service Associate	\$ 17.95 per hour \$9,737 - \$18,668
Communication Coordinator	\$ 24.40 per hour \$13,236 - \$25,376

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

(Reference 22.1006)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(Reference 22.1006(f))

SECTION I
CONTRACT CLAUSES

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: "NONE" The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by "not later than 20 calendar days after Solicitation "Date Issued" (see SF-33, Block 5)."

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

(End of Clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(Reference 22.1705)

52.222-54 EMPLOYEE ELIGIBILITY VERIFICATION (AUG 2013)

(Reference 22.1803)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 23.505)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(Reference 23.1102)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 24.104)

52.224-2 PRIVACY ACT (APR 1984)

(Reference 24.104)

52.225-3 BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT (NOV 2012)

(Reference 25.1101(b)(1)(i))

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 25.1103)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 27.201-2)

52.227-2 NOTICE & ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(Reference 27.201-2)

52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 27.409)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 27.409)

SECTION I
CONTRACT CLAUSES

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(Reference 29.401-3)

52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)

(Reference 30.201-4)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

(Reference 30.201-4)

52.232-1 PAYMENTS (APR 1984)

(Reference 32.111)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 32.111)

52.232-11 EXTRAS (APR 1984)

(Reference 32.111)

52.232-17 INTEREST (OCT 2010)

(Reference 32.617)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 32.705-1)

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 SEPT 30, 2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [the dates identified above], 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)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 32.806)

52.232-25 PROMPT PAYMENT (JUL 2013)

(Reference 32.908)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 32.1110)

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

(Reference 32.1110)

SECTION I
CONTRACT CLAUSES

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(Reference 32.706)

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (DEVIATION) (AUG 2012)

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

52.233-1 DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 33.215)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 33.106)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 33.215)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 37.110)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Reference 39.107)

52.242-13 BANKRUPTCY (JUL 1995)

(Reference 42.903)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 43.205)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

(Reference 43.205)

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.

SECTION I
CONTRACT CLAUSES

(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 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (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.

SECTION I
CONTRACT CLAUSES

(d) *Government response.* The Contracting Officer shall promptly, within 7 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 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)

52.244-2 SUBCONTRACTS (OCT 2010)

(Reference 44.204)

SECTION I
CONTRACT CLAUSES

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 44.204)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

(Reference 44.403)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

(Reference 46.805)

52.248-1 VALUE ENGINEERING (OCT 2010)

(Reference 48.201)

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(APR 2012)**

(Reference 49.502)

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

(Reference 49.504)

52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

(Reference 52.107)

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

(End of Clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 53.111)

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

(Reference 201.602-70)

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

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

(End of clause)

**252.203-7000 REQUIREMENTS RELATED TO COMPENSATION OF FORMER DoD
OFFICIALS (SEP 2011)**

(Reference 203.171-4)

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2008)**

SECTION I
CONTRACT CLAUSES

(Reference 203.570-3)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(Reference 203.970)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012).

(Reference 203.1004):

The agency office of the Inspector General referenced in paragraphs (c) & (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of the Inspector General, located at the following address:

DoD Office of the Inspector General
Investigative Policy and Oversight
4800 Mark Center Drive, Suite 11H25
Alexandria, VA 22350-1500
Toll Free Telephone: 866-429-8011

(End of clause)

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTERS (DEC 2012).

(Reference 203.1004)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of

Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline-optimized.jpg

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

SECTION I
CONTRACT CLAUSES

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN
INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)
(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
(Reference 204.404-70)

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

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

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

252.215-7000 PRICING ADJUSTMENTS (DEC 2012)
(Reference 215.408)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)
(Reference 219.708)

SECTION I
CONTRACT CLAUSES

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
(DEVIATION 2013-00014)(AUG 2013)

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

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 ("Agency to which the report is being submitted") by selecting the "Department of Defense (DoD) (9700)" from the top of the second drop down menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of Clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (Reference DFARS 222.7405)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(Reference 223.570-2)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES & CANADA Submission after award (OCT 2010)
(Reference 225.7204)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)
(Reference 225.7204)

SECTION I
CONTRACT CLAUSES

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

(Reference 226.104)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

(Reference 231.100-70)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(Reference 232.7102)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

(Reference 243.205-70)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(Reference 243.205-71)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection

15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection

15.403-3 of the FAR, including actual cost data and data to support any estimated

costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

SECTION I
CONTRACT CLAUSES

252.244-7001 CONRTRACTOR PURCHASING SYSTEM ADMINISTRATION- BASIC (MAY 2014)

(Reference_244.305-71)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014)

(Reference_247.574(b)(1))

(End of Section I)

SECTION J
LIST OF ATTACHMENTS

Attachments:

- J-1 Definitions and Acronyms
- J-2 DoD and USCG Military Treatment Facility (MTF) Pharmacy Listing
- J-3 MTF to MOP Transfer Locations
- J-4 Small Business Subcontracting Plan
- J-5 Wage Determinations / Collective Bargaining Agreements
- | J-6 Wage Determinations Revision List

Exhibit A to Section B: Contract Data Requirements List (CDRL) DD Form 1423

(End of Section J)