



Renee Owens Kennish
ValueOptions, Inc.
Key Position: Program Director

PROFESSIONAL EXPERIENCE

ValueOptions, Inc. **8/11 – Present**
Program Director, Military OneSource **Chesapeake, VA**

- Executive oversight for all operational and administrative components of the Military OneSource program
- Oversee all key functional areas of the Military OneSource Program, working closely with all key management to ensure contract objectives and contractual requirements are met and maintained.
- Primary interface with all government program and contracting staff. Develop and maintain close and effective relationships with the appropriate federal government program management and contracting staff.
- Responsible for the overall quality, productivity, efficiency, and organizational readiness of the two Military OneSource call centers.
- Executive oversight for monthly performance reviews of key metrics across functions and monthly report processes and deliverables.

ValueOptions, Inc. **7/10 – 8/11**
Vice President, Federal Strategy, Sales and Program Development **Norfolk, VA**

- Responsible for conceptualizing, designing, and implementing business solutions within federal government markets, overseeing sales and development process including proposal development, managing the design and pricing of proposals submitted in response to Requests for Proposals, and negotiating contracts as necessary.
- Assists in overall business planning and coordinates with marketing support functions for participation in promotional events and for the development of sales tools and marketing resources. Assists in the development of programs and products for federal government markets that will complement and extend the traditional behavioral health focus of the organization.

Independent Consultant **08/08 – 07/10**
Englewood, FL

- Provide subject matter expertise on EAP and WorkLife programs, including customized programs for military members and their families.
- Provide management consultation and project support for strategic planning; call center operations; quality and productivity; fulfillment; design and development of proposal strategies; and marketing and strategic communications.

The Tolliver Group

06/05 – 10/06

Consultant/Subject Matter Expert

Orlando, FL

- Provided subject matter expertise to the Army contracting agency (PEO STRI) managing the rebid for Military OneSource and other Department of Defense (DoD) initiatives.
- Worked with the PEO STRI program team to design and develop the acquisition strategy associated with the rebid of several DoD programs, worked with the team to develop the Requests for Proposal for the programs, responded to questions from industry and government personnel, and participated in the review of proposals for one of the programs (victim advocacy).

Ceridian, LifeWorks Services

08/03 – 06/05

Vice President, Military OneSource

Plymouth Meeting, PA

Vice President, Client Services & Support

- Responsible for executive oversight, quality, and productivity of all client facing areas of Ceridian's LifeWorks Services, an employee assistance and workplace effectiveness program.
- Oversight responsibilities included account management for small-mid size client accounts and government and military accounts; implementation of all new clients; support services to all clients; quality and productivity; training, organizational development, and consulting services; educational materials development; any special client initiatives; and service delivery for Military OneSource—a customized program for military members and their families sponsored by the Department of Defense Quality of Life office.
- Responsible for interface with sales, account management, and product marketing to improve services to LifeWorks' clients. This executive position was key in positioning the business for growth and included direct responsibility for a \$25 million budget.

Ceridian, LifeWorks Services

09/01 – 07/03

Vice President Service Delivery

Plymouth Meeting, PA

- Responsible for the overall quality, productivity, efficiency, and organizational readiness of three US Service Centers providing employee assistance and workplace effectiveness services to over 9,000 clients and 9 million covered lives.
- This included the telephony, reporting and other contact center aspects of the service centers, research services, customer service, client and prospect visits and service testing, RFP response coordination, and activities related to training and professional development. Responsible for identifying new and innovative ways to provide and improve services to clients and for making service experience and efficiency improvements.
- This was also a key position in positioning the business for future growth and included responsibility for a \$32 million budget.

Ceridian, LifeWorks Services

02/98 – 09/01

Director, Service Delivery

Plymouth Meeting, PA

- Responsibilities grew from managing one service center providing employee assistance and workplace effectiveness services to managing three U.S. service centers

The College Board

09/95 – 02/98

Director, Publications Services

New York, NY

- Planned, directed and managed the production of publications and publications fulfillment and customer service.
- Responsibilities included performance standards and measures for vendors performing call center functions and fulfillment operations, including ACD statistics, order management, customer service, marketing data, accounting information, and fulfillment statistics.
- Managed the editorial, desktop, printing and distribution of product support publications, marketing materials, and trade books.
- Responsible for unit-wide strategic planning and working with senior management in Division-wide planning.
- Managed over \$4.5 million in publications printing and the budget, sales projections, policies and procedures resulting in \$2.7 million in revenue. Directed 13 professional and 7 support staff.

The Green Tree Group

03/94 – 07/95

Director of Corporate Communications

Philadelphia, PA

- Managed the writing, editing, design and production of company publications, including annual report, newsletters, policies and procedures manuals, training materials, and other corporate-wide materials.
- Provided printing and publications support to all divisions; managed insurance forms production and printing; monitored inventory of all printed materials; provided president with public relations support, project management and oversight of archives and records retention.
- Managed Corporate Communications budget.

EDUCATION

- **Washington State University** **1976**
- Master of Arts in Speech
- **Morehead State University** **1974**
- Bachelor of Arts in Speech Education
- **Stanford University** **1986**
- Stanford University Publishing Course

ASSOCIATION AFFILIATIONS

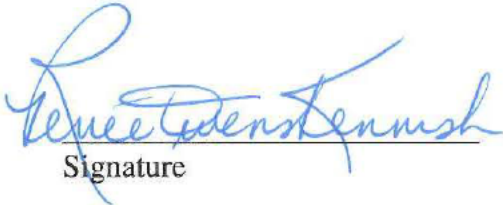
- Employee Assistance Society of North America (Board member 2004-2007)
- Employee Assistance Professionals Association



CERTIFYING SIGNATURES

Military OneSource Program Key Personnel Letter of Intent

My signature below certifies the accuracy of the information contained in this resume, and confirms my intent to accept and perform the duties of the position noted below in the event that ValueOptions, Inc. is awarded a contract in response to Solicitation Number D12PS50899 for the Military OneSource program.


Signature

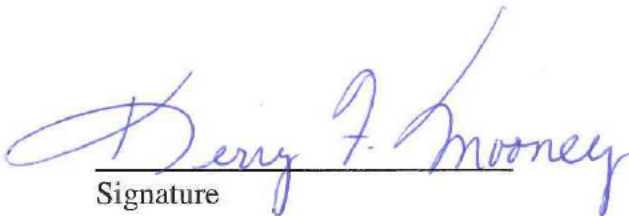
10/23/12
Date

Renee Kennish
Print Name

Program Director
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.


Signature

10-24-12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title



Lucy Buckner
ValueOptions, Inc.
Key Position: Deputy Program Director

PROFESSIONAL EXPERIENCE

ValueOptions, Inc. **8/11 – Present**
Deputy Program Director, Military OneSource **Chesapeake, VA**

- Responsible for the operations management of the Military OneSource (MOS) program.
- Manage operations by directing and coordinating activities consistent with established goals, objectives, and policies, following the direction set by the MOS Program Director.
- Create and maintain efficiencies by developing positive work flows, utilizing appropriate resources and facilities as outlined by the MOS Program and Program Director.
- Manage monthly performance reviews of key metrics across functions, including client satisfaction metrics. Facilitate monthly report processes and deliverables.
- Lead clinical trainers and development of multi-faceted training program for the MOS staff.
- Oversee quality program & quality assurance staff to ensure adherence to program standards.

Easy Wellness Today **8/09 – 8/2011**
Owner

- Founded and managed a small woman owned business, providing health and wellness coaching, health education classes and numerous health presentations to women and organizations across the country.

ValueOptions, Inc. **1999 - 2010**
ValueOptions Service Center Vice President, TRICARE South **Jacksonville, FL**

- Responsible for managing all aspects of the behavioral health program for the TRICARE South region, encompassing 10 states and 2.9 million lives from 2004-2010
- Responsible for management and oversight of the TRICARE behavioral health program in Region 3 and 4, from June 1999 through July 2004
- Delivered a seamless contract transition with no barriers or deficiencies.
- Led all contract and service center operations and tasks including: Customer Service, Utilization Management, Provider Recruitment, Contracting and Education, Quality Management and Reporting Human Resources Information Technology
- Responded promptly and effectively to the unique needs of Military Treatment Facilities throughout the South Region
- Established and maintained strong relationships with the prime contractor, senior government officials, military personnel, subcontractors and providers
- Achieved system and physical security for required government compliance
- Conducted trainings and presentations to military leaders on various facets of the behavioral health program
- Consistently exceeded contract requirements and performance standards



Choice Behavioral Health Partnership (ValueOptions and Magellan) **09/96 – 01/99**
Jacksonville, FL

- Responsible for the hiring, management and oversight of 40 staff located in four field offices in the south for TRICARE Region 3
- Effectively managed the contract implementation of facilities, staff and resources
- Served as Chairperson for the Regional Quality Improvement Committee and the Regional Provider Advisory Committee
- Extensive interface and education with Military Treatment Facility personnel about the TRICARE behavioral health program
- Developed and led a successful Prevention and Wellness Program for TRICARE beneficiaries

Value Behavioral Health Regional Director of Provider Relations and Quality Improvement Consultant/Subject Matter Expert **01/90 – 01/96**
Norfolk, VA

- Held seven progressively responsible leadership positions, culminating in the dual role of Regional Director of Provider Relations and Quality Improvement.

EDUCATION

Central Michigan University	1999
M.S. Healthcare Administration	
Emory University	1983
B.A. Psychology	

ASSOCIATION AFFILIATIONS

- Professionally trained life coach and certified health and wellness coach
- Wellcoaches 2009
- Coach U 2007



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Lucy Buckner
Signature

10-23-2012
Date

Lucy Buckner
Print Name

Deputy Program Director
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.

Kerry F. Mooney
Signature

10/24/12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title



Laura I. DeVault
ValueOptions, Inc.
Key Position: Director Call Center Operations

PROFESSIONAL EXPERIENCE

- ValueOptions, Inc.** **2006 – Present**
Vice President, National Implementations & Operations Support **Dallas, TX**
- Responsible for overall management of large and complex new business and rebid implementations for the Commercial, Public Sector and Federal Divisions
 - Directed the development and implementation of two Call Centers to support Military One Source operations and service to members
 - Directs the development and implementation of member and provider call center functions including staffing, recruitment management, workflow and process development, clinical and customer service protocols, and technology requirements
 - Directs implementation and/or operations project teams to successful completion of all assigned tasks, while ensuring the appropriate interpretation/incorporation of contract requirements, program design specifics and ValueOptions standards, systems and resources
 - Acts as on the ground Lead on projects and coordinates representation and participation from local Call Centers and National Support Departments
 - Responsible for the coordination of interdepartmental tasks where procedures must cross walk in order to ensure smooth service delivery
 - Leads complex operational projects related to business process analysis and re-engineering, whether in service centers or other operational areas
 - Leverages industry standard methodologies such as PMP, PMI and Six/Lean Sigma to achieve results

- ValueOptions, Inc.** **2002 – 2006**
Vice President & COO, Commercial Division **Reston, VA**
- Responsible for managing administrative operations for the Commercial Division covering all Employer Group and Health Plan clients for the largest privately owned Managed Behavioral Health Organization (MBHO) in the nation
 - Works with Call Center Vice Presidents to identify and develop best practices that can be integrated across Call Centers to ensure operational efficiencies for growth and profit
 - Evaluates performance of operational departments through the establishment of service metrics to determine compliance with established policies and objectives
 - Directs and/or oversees the coordination of activities between the Call Centers and Corporate departments in the following areas Customer Service, Compliance, Claims, IT, QM, Network Operations and Provider Relations



ValueOptions Inc. **1998 – 2002**
Vice President, Strategic Planning & Management/Project **Falls Church, VA**
Management Office

- Responsibility for the integration, coordination, and oversight of strategic initiatives across the organization
- Led the formation of an internally based Program Management Office (PMO) to provide best practices, methodologies, and tool sets to ensure successful development and implementation of initiatives identified by the Executive Committee
- The PMO implemented the objectives of 35 Performance Improvement Project (PIP) initiatives over the course of a two year period and recognizing all stated goals

Options Healthcare **1997 – 1998**
Director/Executive Director, Corporate Development **Norfolk, VA**

- Responsible for the expansion of new business and product development efforts nationwide
- Directed the program/product development process including business design, program design, and product design
- Participated in sales activities, presentations, and contract negotiations
- Directed implementation hand-off activities from Proposals to Implementations

Options Healthcare
Manager, Implementations **1996 – 1997**

- Managed structure and processes resulting in the successful implementation of one of the largest Medicaid programs in the country, serving over 430,000 Division of Medical Assistance Recipients and Department of Mental Health Consumers

Value Behavioral Health **1994 – 1996**
Account Representative/Senior Account Representative **Falls Church, VA**

- Acted as liaison between the external client and the internal business units to ensure continuous operational improvement and client satisfaction in the areas of Claims, Customer Service and Reporting for a 600,000 member account

American Psych Management – Falls Church, VA **1993 – 1994**
Customer Service Representative

EDUCATION

- **James Madison University, Harrisonburg, VA** **1987- 1991**
- Bachelor of Arts Degree in Psychology



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Signature

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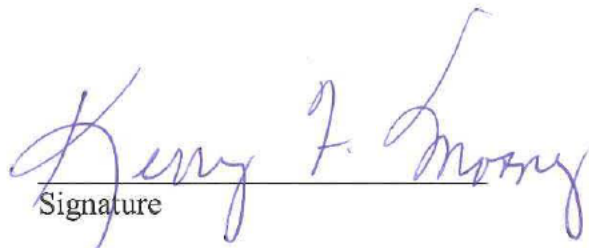
Date

Laura DeVault
Print Name

Director Call Center Operations
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.



Signature

Kerry F. Mooney
Print Name

10/24/12

Date

President, Federal Division
Position Title



James Lee Keener, LCSW
ValueOptions, Inc.
Key Position: Director, Non-Medical Counseling

PROFESSIONAL EXPERIENCE

- | | |
|---|-----------------------|
| ValueOptions, Inc. | 7/12 - Present |
| Director, Non-Medical Counseling, Military OneSource | |
| <ul style="list-style-type: none">• Responsible for all aspects of non-medical counseling service delivery, including clinical quality, scope of services, duty to warn and mandated reporting, telephonic counseling, healthy coaching, quality auditing, and overall performance of all staff supporting these functions.• Oversight of performance metrics related to non-medical counseling services.• Oversees the development and revision of non-medical counseling-related policies and procedures. | |
| MHN Government Services | 2008 – 2010 |
| Director of Field Operations | Irving, Texas |
| <ul style="list-style-type: none">• Facilitated the delivery of global non-medical counseling services to all branches of the military.• Managed the day-to-day service delivery of more than 500 professional counselors• Responsible for high level coordination of services. | |
| MFLC Counselor | 2005 – 2008 |
| <ul style="list-style-type: none">• Provided short-term, solution-focused support to Service Members and their families around the world to help them cope with repeated deployments to war zones. Rotations included Japan, Belgium, Germany, Holland, Norway as well as the U.S.• Worked three purple camps – On-Demand in the Aleutian Islands, stood up the program at Ft. Drum, NY, and Iwakuni Marine Corps Air Station. | |
| River's Bend PC | 1996 – 2007 |
| Chief Executive Officer | Troy, MI |
| <ul style="list-style-type: none">• Developed, marketed and delivered services at a multi-service outpatient clinic.• Stood up first ambulatory detox program in Michigan. | |
| Henry Ford Health System | 1992 – 1995 |
| Associate Vice President, Business and Contract Development | Detroit, MI |
| <ul style="list-style-type: none">• Developed managed care contracts and clinical programming for this business unit operating on a \$16 million budget.• Operated outpatient psychiatric clinics.• Developed and implemented an intensive outpatient chemical dependency treatment program. | |



- Stood up first domiciliary intensive outpatient chemical dependency program, Brighton Hospital, MI.

EAP, Inc.

1985 – 2007

President/Owner

Detroit, MI

- President/owner of external employee assistance and managed care programs.
- Developed and administered EAP and managed care programs.
- Marketed and delivered services to businesses in the Metro Detroit area.
- Operated first external EAP program for the Big Three with the Saturn Corporation in Michigan.

PROFESSIONAL AFFILIATIONS

- National Association of Social Work (NASW)
- Certified Employee Assistance Professional (CEAP)

EDUCATION

West Virginia University

1980

Master of Science, Social Work

Morgantown, WV

West Virginia State College

1979

Bachelor of Science, Social Work

Institute, WV

Mitchell Model Certification

1993

Critical Incident Stress Management

Troy, MI



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Signature

James Lee Keener, LCSW
Print Name

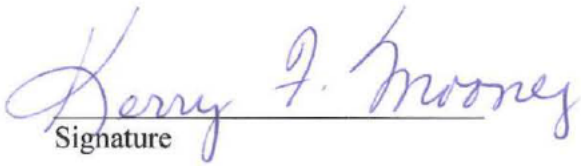
10/23/2012

Date

Director, Non-Medical Counseling
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.



Signature

Kerry F. Mooney
Print Name

10/24/12

Date

President, Federal Division
Position Title



Vincent G. Connery
ValueOptions, Inc.
Key Position: Director, Quality Control

PROFESSIONAL EXPERIENCE

ValueOptions Inc. 2011 - Present
Director, Quality Assurance

- Manage all aspects of Military OneSource Quality Assurance Program, including: Development of Quality Assurance Plan (QAP), based on the government’s Quality Assurance Surveillance Plan (QASP)
- Established and conduct a Quality Assurance Committee, comprising key program personnel, which meets on a monthly basis for review and oversight of program quality
- Internal monitoring of program operations for Performance and Quality Improvement (POI) issues and opportunities
- Serve as Custodian of Records for MOS operations

ValueOptions, Inc. 2000 - 2006
Service Center Vice President/ Mental Health Program Director,
TRICARE Northeast Region 1

- Reported to the President, Federal Division, ValueOptions, Inc., with responsibility for overall management of *ValueOptions*’ Virginia Beach Service Center operations for TRICARE Northeast Region 1. This was a subcontract for behavioral health care management for TRICARE Northeast, which encompassed all or part of 13 states and the District of Columbia, running from Northern Virginia to Maine, serving nearly 1 million potential users in a combination of at-risk and Administrative Services Only (ASO) clinical management and customer service functions.
- Managed an annual combined administrative and medical budget of approximately \$15 million.
- Served as the primary point of contact for other divisions of *ValueOptions*, including Health Plans, Public Sector (Medicaid) and Employer Solutions (EAP/Work-Life).
- Final nine months of employment included temporary duty in Phoenix, AZ, to assist with administration of the metro Phoenix (Maricopa County) public behavioral health care system, with a focus on quality improvement related to corrective action.

OPTIONS Health Care, Inc. 2000 – 2006
Director, Clinical Utilization Management
TRICARE Region 1

- Reported to Service Center VP, with responsibility for oversight of call center handling clinical care management for all levels of care, admission and concurrent review, as well as telephonic referral and appointment assistance in a 24/7 operation. Total population served approximately 850,000.
- Responsible to meet utilization targets for levels of care, and service standards for call center operations.



- | | |
|---|--------------------|
| Educational Sabbatical, Johnson & Wales University | 1998 - 2000 |
| OPTIONS Health Care, Inc | 1998 – 1998 |
| Director, Mental Health Clinical Utilization Management,
TRICARE Region 1 | |
| <ul style="list-style-type: none"> • Involved with all aspects of start-up for Region 1 contract, including revision of Mental Health UM Plan • Liaison with Sierra Military Health Services on clinical/UM issues • Establishment of <i>OPTIONS</i> call center in Virginia Beach • Developed, recruited for and administered worldwide internship program | |
| FHC Choice (Division of OPTIONS) | 1995 - 1998 |
| Assistant Director, Utilization Management | |
| <ul style="list-style-type: none"> • Responsible for day-to-day supervision of clinical UM operations • Served as primary point of contact for resolution of clinical, administrative and technical issues originating from both internal and external sources • Oversaw training, supervision, evaluation and allocation of staffing resources | |

PROFESSIONAL CERTIFICATIONS

Licensed Clinical Social Worker (LCSW), currently inactive -- Commonwealth of Virginia

EDUCATION

- | | |
|---|----------------------|
| Johnson & Wales University | 1999 |
| A.A.S., Culinary Arts | Norfolk, VA |
| Virginia Commonwealth University | 1991 |
| Master of Social Work (MSW), Clinical Concentration | Richmond, VA |
| St. Mary's Seminary & University | 1989 |
| M.A., Theology | Baltimore, MD |
| Virginia Wesleyan College | 1971 |
| B.A. Philosophy & Religion | Norfolk, VA |



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Vincent Connery 10/23/2012
Signature Date

Vincent Connery Director, Quality Control
Print Name Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.

Kerry F. Mooney 10/24/12
Signature Date

Kerry F. Mooney President, Federal Division
Print Name Position Title



Angelo Edge
ValueOptions, Inc.
Key Position: Director of IT/Communication Resources

PROFESSIONAL EXPERIENCE

ValueOptions, Inc. **1/08 - Present**
Vice President, IT Solution, Implementation and Regional **Reston, VA**
Services

- Responsible for managing the information technology and call center technical functions, along with translating Military OneSource programmatic, operational and business requirements into information technology organizational priorities and enabling solution.
- Manages the Military OneSource technical activities consistent with established Government guidance and the direction of the Military OneSource Program Director.
- Leads the information technology solution design, IT solution and IT implementation team functions for ValueOptions, Inc.
- Responsible for developing strategies and providing management oversight of the solution development process and, acts as a client advisor to ValueOptions business units and clients, while collaboratively developing and implementing strategic, enterprise-level IT solutions and short-term tactical approaches that achieve stated business goals.
- Responsible for providing regional oversight for the Information Technology services and operations at ValueOptions business and call center locations.

ValueOptions of Arizona, Inc. **2005 - 2007**
Chief Administrative Officer **Phoenix, AZ**

- Provides operational leadership and oversight for the Contracting, Program Integrity, Corporate Compliance, Human Resources, Information Technology, Network Operations and Facilities departments.
- Responsible for leading 85 multi-disciplined professionals to align the company's operational and technical capabilities with the business strategy to improve the quality of the beneficial services delivered to the customers they serve.

TapSys Corporation, Inc. **2002- 2005**
Chief Operating Officer **Landover, MD**

- Responsible for managing the business development, client engagement and operational functions for the company and providing the strategic planning, technology vision and leadership for defining, developing and marketing a series of commercial IT services to the public sector.
- Responsible for the direct support of clients by providing enterprise computing, IT strategic planning, and IT architecture design consulting to small and medium size companies to help realign their technology to support the business goals.



Leads Corporation

2001- 2002

Vice President Technology, Management Services

Arlington, VA

- Responsible for developing and managing the IT capital and expense budget, as well as information technology, software development and telecommunication strategy and service initiatives for the entire company.
- Planned and executed technology management and operation strategies as member of the executive team reporting to the CEO.
- Re-engineered the services organization and key processes to strengthen quality of service, time delivery and staff capabilities while improving customer service experience and reducing cost.

EdgeMark Systems, Inc.

1998 - 2001

Vice President Technology, Information Technology

Silver Springs, MD

- Conducted development and oversight of IT strategies and solutions that leveraged information and telecommunication technology to translate business requirements into functional solutions.
- Responsible for the development, alignment and implementation of IT plans with the corporate business plan.
- Spearheaded the formation, development and management of EdgeMark's eBusiness migration plan which included Business Process Reengineering, Enterprise Resource Planning (ERP), and Customer Relationship Management (CRM) and Information Technology systems implementation.
- Managed a staff of seven director-level reports, 172 indirect IT staff and five UNIX and Microsoft-centric data centers throughout the united states used to support internal IT operations and external client projects.

Panurgy Corporation

1993 - 1998

Vice President Technology Services

Columbia, MD

- Led the strategic planning, implementation and management of the coordinated information technology service activities for the company.
- Responsibilities included defining the information technology vision and goals for the company and ensuring its successful implementation.
- Managed a staff of 10 corporate-level IT directors, 270 indirect IT staff, data centers and call centers located in Maryland, Michigan, California, New York, Ireland and London.
- Established the Information Technology Council to define the IT integration strategy for newly acquired companies.
- Introduced to the "Center of Excellence" and Shared-Services concept to consolidate the data center operations and identify categories and share knowledge throughout the organization.
- Developed IT project portfolio prioritization framework to ensure strategic IT investments.
- Established strategic relationships with and manage key suppliers, vendors, and consultants.
- Expanded the consulting capabilities to include software development and systems implementation services for healthcare organizations.



Booz, Allen & Hamilton

1989 - 1993

Sr. Associate/Director of Advanced Technology

Falls Church, MD

- Led a team of computer technologist, business analysts and system engineers responsible for assisting clients to improve their business processes by incorporating emerging technology into their work environment.
- Provided strategic planning, information technology and computer security consulting for client such as National Aeronautics and Space Administration (NASA), Royal Thai Supreme Command Communication Support Center, Bangkok, Thailand; Center for Drug Evaluation and Research (CDER) at the Food and Drug Administration (FDA), National Capital Poison Control Data Center in Washington, DC; the U.S. Mint Data Centers in Washington, DC, San Francisco, Denver and Philadelphia

Edge International

1986 - 1989

Owner and President

Bowie, MD

- Led a small information technology consulting firm specializing in Computer Security, Information Technology, Business Process Improvement and Software Engineering services to commercial and government clients.
- Coordinated and led business development efforts and client relationship management.
- Project leader on high profile projects with the Office of Naval Research, Naval Research Laboratory, the Saudi Arabian Embassy and Defense Advanced Research Project Agency.
- Designed, implemented and trained clients on strategies to improve their user support and service activities through the use of business process improvement techniques.
- Assisted clients by conducting software and hardware evaluations and developing data integration strategies.
- Devised the "Layered Approach Methodology" for performing risk assessments on distributed systems in an X.400 message-handling environment
- Developed new risk and vulnerability assessment review procedures for Electronic Data Interchange (EDI) and Electronic Funds Transfer Systems using Wide Area Networks such as the DON Stars network and Value Added Networks such as British Telecom BT Tymnet

PROFESSIONAL CERTIFICATIONS

- | | |
|---|-------------|
| • Microsoft Certified Professional (MCP) | 1996 |
| • Certified Information Systems Security Professional (CISSP) | 1998 |
| • Certified Project Management Professional (PMP) | 2001 |

EDUCATION

- | | |
|--|-------------|
| Antioch University of Philadelphia | 1989 |
| M.S., Information Systems Management | |
| Washington University at St. Louis | 1986 |
| B.S., Computer Science | |
| Prince George's College | 1984 |
| A.S., Criminal Justice, Concentration in Computer Security | |



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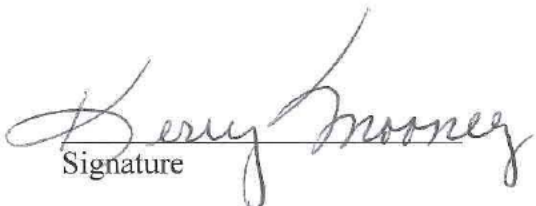
10/18/12
Date

Angelo Edge
Print Name

Director of IT/Communication Resources
Position Title

ValueOptions Authorized Company Representative Certification

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Signature

10/24/12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title



Izhar Ahmed Mujaddidi
ValueOptions, Inc.
Key Position: Information Security Manager

PROFESSIONAL EXPERIENCE

ValueOptions, Inc.

10/11 - Present

Vice President, IT Security Services

Reston, VA

- Providing innovation, integration, and maintenance for a comprehensive Information Security Program, encompassing overall budgeting, profit and loss, governance, and risk and compliance efforts. Steers key security operations across the primary datacenter (Reston), backup (Richardson, TX), and 33 call centers nationwide serving approximately 28M beneficiaries.
- Liaised with the Department of Defense as the top security contact for Military OneSource contract affecting six million beneficiaries.
- Security Management oversight for Military OneSource contract
- Leads IT security for behavioral health plan for state, Federal and commercial agencies.

TCAssociates, LLC

2007-- 2011

Senior Vice President/Chief Security Officer

Springfield, VA

- Oversees network security and software and hardware infrastructure administration, which support trusted systems on various platforms. Manages security support for system architectural solutions for proof of concept and other security operational needs.
- Leads and manages the agenda and movement of IT security progress. Leads Information Security Council. Facilitates a well-developed and updated adherence to security policies and procedures. Monitors company compliance to the information security policies and procedures. Lead the Certification and Accreditation of Major Applications and General Support Systems for Federal Clients.
- Uncompromisingly initiates, facilitates and promotes Information Security awareness within the IT organization and the company. Spearheads the development and delivery of information security training to all employees, contractors and relevant third parties.
- Leads security incident and event investigations in order to protect corporate assets and information such as intellectual property, fixed asset, and company reputation. Manage extensive and non-extensive security risk assessments.
- Managed Erickson DoD-wide wireless implementation programs. Provided INFOSEC subject matter Expert Services for various Federal Clients including USDA, VA, NRC, DOL, DHS, and DOD. Managed an International Project with USDA, which required live security assessments in 32 countries worldwide.
- Certified and Accredited Major Applications and General Support Systems for Federal Clients.
- Developed a comprehensive Information Security Program for USDA – ACFO-FS which included an overall security policy supplemented with extensive procedures to ensure compliance with NIST security requirements.



NetStar Government Solutions

2000-2007

Information Assurance Program Manager

Falls Church, VA

- Developed infrastructure for coordinating response to computer security incidents within Air Force, DOD and several other medical community.
- Effectively lead and monitored IT Security progress. Kept organization stay current with policies and procedures instituted by the Government.
- Facilitated the training and orientation of all company employees, contractors, and relevant third parties about the enhancement and protection of information security with their day-to-day functions.
- Trusted point-of-contract for ASD (HA) Leadership. Implemented Signed all Network Risk Assessments as Lead Evaluator. Oversaw all Air Force Medical Service's Enterprise-wide security reviews of Military Treatment Facilities Compliance Assessments as Lead Auditor (Lead 27 Audit/Reviews across 4 continents).
- Supervised the National Security Agency's Information Security Assessment Methodology inside Air Force Medical Service as the Lead Trainer. Certified and Accredited Major Medical Applications and conducted Networkworthiness Assessments on behalf of Air Force Communication Agency (AFCA) for 4 Major Medical Applications (signed as the Lead Assessor) in a AFCA Licensed Laboratory.
- Monitored compliance with information security policies and procedures. Led security incident and event investigations in order to protect corporate assets and information such as intellectual property, fixed asset, and company reputation. Served as project manager for security-related projects among staff for both applications and operations teams.
- Conducted risk-based planning in line with Audit Plan.
- Extensively monitor and report operational risk exposures and other data quality considerations to Executive Management.

IMSI Government Solutions

2000 - 2000

Security Analyst

Falls Church, VA

- Certified and Accredited Military Health System (MHS) Automated Information Systems (AIS)
- Conducted security audits for MHS Certification, Conducted onsite Security Testing & Evaluations for accreditation and certification of MHS AIS, Reviewed AIS documentation to meet compliance with Defense Information Technology Survey and Certification Process (DITSCAP), conducted Compliance reviews

American Association of Health Plans

1999-2000

Minority Management Development Fellow

Washington, DC

- Participated in a demanding fellowship sponsored by the trade association representing 1000 health plans that collectively provide healthcare to more than 150 million individuals.
- Fellowship includes Didactic Modules in health plan management and practical rotations at Chartered Health Plan, Washington, DC and The Health Care Financing Administration (HCFA), Baltimore, MD.



**Walter Reed Army Medical Center
Data/Security Analyst**

**1995-1999
Washington, DC**

- Served as the Composite Healthcare Systems (CHCS) administrator and Information Security Officer. Responsible for system security: user management, audits, access control, granting and revoking access and level of security.
- Developed security procedures in accordance with the existing policies.
- Responsible for CHCS Security training of over 500 military and civilian personnel.
- Served as the Security Officer for the Directorate of Patient Administration. Provided oversight in the preparation of two JCAHO accreditation surveys during my tour of duty. Managed and maintained a tracking system of over 26,500 annual admissions.
- Performed strategic data resource planning to develop long-range plans to meet future program needs and operation support (filed Systems Incident Report and Systems Change Request with Tier 1 and Tier 2).

PROFESSIONAL CERTIFICATIONS

Certified Information Security Manager (CISM)
 Certified Information System Auditor (CISA)
 Certified Information System Security Professional (CISSP)
 Certified Information System Architecture Professional (ISSAP)
 National Security Agency's Information Assurance Methodology
 BS 7799 Qualified Lead Auditor (BS 7799 LA)
 Certified Information System Security Officer (ISSO)
 National Information Assurance Training Standard for Senior System
 Managers Certification (CNSS 4012)
 National Training Standard for Information Systems Security
 Certification (CNSS 4011)
 NIAP Certified – Building Protection Profiles
 Professional of Academy of Health Management (PAHM)
 Certified Protection Professional (CPP) Pending Award

EDUCATION

National Defense University CNSSI 4011, 4012	2007
Brenau University Master of Business Administration	1991
The American College of Greece Bachelor of Science in Business Administration	1988



CERTIFYING SIGNATURES

Military OneSource Program Key Personnel Letter of Intent

My signature below certifies the accuracy of the information contained in this resume, and confirms my intent to accept and perform the duties of the position noted below in the event that ValueOptions, Inc. is awarded a contract in response to Solicitation Number D12PS50899 for the Military OneSource program.

Signature

10/18/12

Date

Izhar Mujaddidi
Print Name

Information Security Manager
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.

Signature

10-24-12

Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title

Tina C. Sarris
ValueOptions, Inc.
Key Position: Financial Manager

PROFESSIONAL EXPERIENCE

ValueOptions, Inc.

1996 - Present

VP Finance/Director, Finance & Operations

• **Finance & Contract Administration:**

- Act as Business Advisor to leadership on Federal contracts valued at more than \$100M annually.
- Knowledge of GAAP, CAS, FAR and agency supplemental regulations.
- Continuously interface with various functions such as business operations, business development, compliance and risk management, legal, human resources, and other cross functional teams for current operations and throughout an acquisition process.
- Participate as a key contributor in the capture management process through solicitation review and analysis, strategic planning, pricing, writing, and review for submission of multi-million dollar proposal responses for federal agencies.
- Analyze market data to evaluate existing and new business opportunities which include identifying and monitoring competitors, market conditions, changes in industry and/or regulations that may impact future business.
- Develop annual compliance reviews and risk assessments on active contracts. Address compliance issues with Federal Services leadership.
- Maintain active registrations in government databases such as CCR, ORCA, IPP, and GSA.
- Developed, implemented, and annually update the Federal Services' Contractor Code of Business Ethics and Conduct Plan compliant with regulations which include a system of awareness and internal control structure.
- Provide guidance for development and review of Teaming Agreements, Subcontractor Statements of Work, Subcontracts, Subcontract modifications, and other contractual documents, as well as overall Subcontract Management plan for compliance with Federal Acquisition Regulations, pricing language, scope of services procured and Subcontractor compliance. Work closely with Legal to ensure necessary components are included in each document.
- Review government contract modifications to determine operational and cost impacts; prepare correspondence to government agencies for clarification of contract modifications as necessary; work with government agency personnel to execute modifications.
- Develop contract pricing for Negotiated and Commercial Item procurements in compliance with contractual requirements. Defend methodologies, substantiate burden rates, and aggressively support full cost recovery while maintaining relationships.
- Formulate indirect cost accounting structures and rates, which include evaluation of complex cost allowability and allocability practices.

- Create both institutional and professional provider fee schedules, including monitoring compliance with government regulations regarding maximum allowable charges and specified facility per diems.
- Evaluate monthly financial results and provide monthly Business Overview to leadership.
- Responsible for external financial statement audits, Defense Contract Audit Agency (DCAA) audits, and IRS audits.
- Develop Small Business subcontracting plans in accordance with RFP and FAR guidelines; prepare and submit semi-annual reporting requirements to government; provide communication to program managers and leadership to ensure compliance with established standard procedures, government regulations, and contractual regulations as related to Small Business Administration protocol.
- Manage General Accounting and Contract Administration staff for activities such as, but not limited to, General Ledger, Operational and Capital Budgets, Invoicing of Federal Contracts, Indirect rate model and Disclosure Statement preparation, GSA reporting, Subcontracting Plan reporting, Contract Modifications, Change Orders, Compliance Assessments, Records Management, and Personnel Security requirements.
- **Data Management & Analysis:**
 - Oversee the Data Management & Analysis team.
 - Review reports and analysis requested by internal departments, corporate departments, Prime and Subcontractor partners, or the Government prior to release for accuracy and presentation.
 - Develop analysis to measure key performance indicators against contractual requirements.
 - Develop and maintain monthly utilization statistics for all levels of clinical care, including Inpatient, RTCs, PHP's, and Outpatient services.
 - Participate in development of continual process improvement initiatives.
 - Participate in the planning, development and design concept of applications being created to build efficiencies in processes. The applications that have been developed over the years have resulted in tremendous financial savings to the company as less manpower is needed. In addition, controls designed within the applications have reduced user errors and allow for reporting tools to monitor staff performance.

HealthCare USA, Inc.

1995 – 1996

Accounting Manager

- Managed daily accounting activities and monthly close process.
- Responsible for monthly, quarterly, and annual financial statements in accordance with GAAP and Statutory Regulations to divisional management and Corporate Office.
- Responsible for reporting to the Department of Insurance and other regulatory agencies for Health Maintenance Organization activities.
- Coordinated and prepared reconciliations for annual external financial statement audit.
- Prepared and monitored company budgets and provided variance explanations
- Developed more efficient and effective methods of completing processes accurately and timely, which resulted in a two day reduction in the monthly close process.
- Supervised, evaluated, and mentored staff (professional and non-professional).



Coopers & Lybrand LLP

Senior Associate

1992 - 1995

Associate

1990 - 1992

- Managed large audit engagements which included planning, organizing, and scheduling with clients and office; developing and tailoring audit programs as appropriate for each engagement; supervising two to six staff per engagement; and maintaining excellent working relationships with clients, staff and partners.
- Prepared financial statements and footnotes in accordance with GAAP and Statutory Regulations.
- Concentration in the Health Insurance and Healthcare industries.
- Experience in Medicare and Medicaid cost reporting and reimbursement.
- Performed audits in a variety of industries and worked on projects involving bankruptcies, acquisitions, bond refinancing, litigation, and public filings.
- Prepared and presented trainings to both staff and clients.
- Evaluated and mentored staff.

PROFESSIONAL AFFILIATIONS / VOLUNTEER COMMITTEES & ACTIVITIES

- Financial Executives International (FEI)
- National Contracts Management Association (NCMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Healthcare Financial Management Association (HFMA)
- Audit Committee, St. Photios National Shrine, St. Augustine, Florida
- Audit Committee, St. John the Divine Greek Orthodox Church, Jacksonville, Florida
- American Cancer Society, Cowford Ball Finance Committee
- Multiple Sclerosis Society volunteer: MS 150 ride

EDUCATION

Stetson University

Bachelor of Business Administration

1989

Post-baccalaureate

1990

Certified Public Accountant, Florida License: #23999

1992



CERTIFYING SIGNATURES

Military OneSource Program Key Personnel Letter of Intent

My signature below certifies the accuracy of the information contained in this resume, and confirms my intent to accept and perform the duties of the position noted below in the event that ValueOptions, Inc. is awarded a contract in response to Solicitation Number D12PS50899 for the Military OneSource program.

Tina C. Sarris
Signature

10/19/12
Date

Tina C. Sarris
Print Name

Financial Manager
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.

Kerry F. Mooney
Signature

10/24/12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title



John Sparks
ValueOptions, Inc.
Key Position: Contract Administrator

PROFESSIONAL EXPERIENCE

ValueOptions, Inc. **10/12 – Present**
Contract Administrator **Chesapeake, VA**

- Responsible for all aspects of compliance with the Military OneSource contract, including all subcontracts and serves as business advisor and compliance monitor of contract and subcontracting agreements.
- Supports all functional areas in the timely delivery of services under the Military OneSource contract.
- Monitors Government Contracts for purpose of identifying potential contract compliance problems.
- Insures that all documents related to the administration of contracts are promptly filed and that files are maintained in an orderly manner.

TRICARE Regional Office-West **10/04 – 9/12**
Regional Behavioral Health Consultant/Chief Behavioral Health
Branch

- Provided contract oversight of the 21 state West Region Managed Care Support Contract as it relates to behavioral health.
- Worked closely with contractors to ensure adequate networks in all Prime Service Areas, as well as care access in non-prime areas spanning over 2.27 million square miles of predominately rural real estate.
- Assisted with contractor improvement of network adequacy reporting, referral analysis, and reimbursement fine tuning.
- Involved with contractor's provider credentialing processes, requiring Contracting Officer on a number of occasions to decertify providers credentialed due to misinterpretation of TRICARE Policy.
- Provided expert analysis on TRICARE provider network adequacy to congressional committees, Military Treatment Facility Commanders, and Service Chiefs.

ValueOptions, Inc. **04/98 – 09/04**
Director, Provider Relations

- Directed contracts with government agencies as well as civilian hospitals. Experienced firsthand the intricacies of the managed care industry gaining an invaluable on-the-job education in myriad contractual and operational nuances.
- Directed Provider Relations and Field Operations for TRICARE Region One.
- Managed field operations to include supervision of staff, maintaining liaison and cultivating partnering relationships with Commanders of 32 Military Treatment Facilities in thirteen states, including the District of Columbia.



-
- Developed and managed a provider network of over 5,000 providers, as well as over 105 facilities that provided services for 800,000 lives.

PSI Services Inc.

02/97 – 03/98

Assistant Clinical Program Director

- Managed day treatment for clients with mental retardation and/or chronic severe mental illness. Expertly led a staff of 23 in the provision of services.
- Provided effective training to staff and families working toward foster care certification.
- Managed required training for employees in Washington, DC and Maryland.

EDUCATION

The Citadel

1994

Master's Degree (M.Ed) Community Counseling

Baptist College at Charleston

1980


Bachelor of Science in History



CERTIFYING SIGNATURES

Military OneSource Program Key Personnel Letter of Intent

My signature below certifies the accuracy of the information contained in this resume, and confirms my intent to accept and perform the duties of the position noted below in the event that ValueOptions, Inc. is awarded a contract in response to Solicitation Number D12PS50899 for the Military OneSource program.


Signature

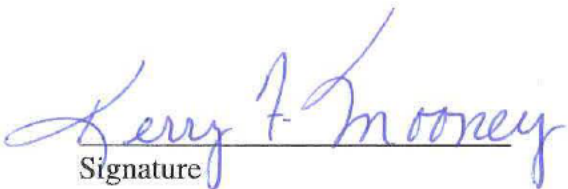
10/22/12
Date

John Sparks
Print Name

Contract Administrator
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.


Signature

10/24/12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title



Leah Dempsey
ValueOptions, Inc.
Key Position: Subcontractor Manager

PROFESSIONAL EXPERIENCE

ValueOptions, Inc. **2011 – Present**
Subcontractor Manager **Virginia**

- Establish standards of service and responsible for measuring performance of service provided by all Military OneSource subcontractors
- Coordinate subcontractor performance with MOS Operational Staff
- Function as liaison between ValueOptions and the subcontractor
- Identify areas for performance improvement for overall contract
- Develop, implement and direct monthly and annual audit for subcontract performance

Barron Consulting Group **1991 - 2011**
Organizational Development Consultant **Smithfield, VA**

- Specialize in customized organizational development and training solutions for clients in both public and private sectors
- Design and implement strategic planning process for over 120 organizations including Commander Navy Installations Command (CNIC) Fleet and Family Support Program, CNICs largest regional Fleet and Family Readiness program and Zeiders Enterprises Global Contract Team
- Customize team development and learning solutions that include:
 - Developing organizational vision statement and mission statement for newly developed Navy wide Fleet and Family Support program
 - Clarifying team roles and responsibilities for worldwide organizations and executive teams
 - Myers Briggs Type Indicator (MBTI®) and team development for executive management teams and human resource personnel
 - Process mapping and redesign to reduce inefficiencies in civic government
 - Coaching to senior leaders on implementing and monitoring strategic plan process
- Serve as consultant and facilitator to multitude of worldwide meetings
 - Develop meeting objectives and expected outcomes with senior leaders
 - Develop template for session organizers and presenters
- Selected as preferred strategic plan consultant for Navy wide contractor serving as consultant for plan process and process facilitator (2001 – 2011)
- Developed successful change management program delivered at Navy bases worldwide
- Developed and facilitated Navy wide planning summit for Secretary of Navy Office (2011)
- Developed and facilitated strategic collaboration meeting for Military OneSource and
- Senior associate for consortium of premier consultants (Executive Strategies International)
- Create and produce annual report for CNIC Fleet and Family Support Program (2005–2010)



**Old Dominion University
Adjunct Faculty Member**

**2003 – 2008
Patuxent River, MD**

- Developed and taught both single session and semester long classes in leadership and marketing trends
- Supervised and mentored over 90 students as they completed their accredited internships

**United States Navy, Bureau of Naval Personnel
Master Course Manager**

1989 to 1996

- Developed and administered award winning, navy wide management course
- Trained and supervised 23 field course instructors

**United States Navy, Bureau of Naval Personnel
Intern Program Manager**

1989 to 1996

Developed, recruited for and administered worldwide internship program

PROFESSIONAL CERTIFICATIONS

- MBTI® Personality Profile Instructor **1996**
- Optimizing the Worth of Training **1993**
- Instructional Module Development **1991**
- MBTI® and Team Development **1998**
- Job Aid Analysis, Design and Development **1990**
- Criterion-Referenced Instruction **1990**
- Microsoft Skills (Word, Excel, Outlook, PowerPoint)

EDUCATION

- Florida Institute of Technology** **1998**
Master of Business Administration (MBA)
- Florida Institute of Technology** **1993**
Master of Science in Management (MMS)
- Old Dominion University** **1984**
Adult Education/Recreation Administration (BS)



CERTIFYING SIGNATURES

Military OneSource Program Key Personnel Letter of Intent

My signature below certifies the accuracy of the information contained in this resume, and confirms my intent to accept and perform the duties of the position noted below in the event that ValueOptions, Inc. is awarded a contract in response to Solicitation Number D12PS50899 for the Military OneSource program.

Leah Dempsey
Signature

10-23-12
Date

Leah Dempsey
Print Name

Subcontractor Manager
Position Title

ValueOptions Authorized Company Representative Certification

I certify the accuracy of the information contained in this resume.

Kerry F. Mooney
Signature

10-24-12
Date

Kerry F. Mooney
Print Name

President, Federal Division
Position Title

The Offeror’s proposal shall include a Professional Compensation Plan in accordance with FAR 52.222-46 as referenced in Section M. The price associated with the Professional Compensation Plan shall be submitted with the price volume. The Offeror shall describe its technical capability, understanding and approach to recruit, hire, train, and manage a professional staff which maximizes employment of military spouses, Wounded Warriors, and veterans.

INTRODUCTION

ValueOptions’ (VO’s) base pay professional compensation program is designed, administered and communicated to attract and retain employees, ultimately enabling us to achieve our strategic vision, enhance customer service to our clients and support our desired culture and values. A company culture that cultivates and honors longevity, VO has significant numbers of dedicated professionals who have been with the company for decades. An important factor in recruiting and maintaining a robust team is a competitive array of pay and benefits. We are confident that our compensation program exceeds the requirements outlined in the Professional Compensation Plan pursuant to FAR Clause 52.222-46 – Evaluation of Compensation for Professional Employees (Feb 1993).

Since the company’s inception in 1983, VO has aggressively sought out highly qualified military spouses and veterans especially for military-specific contracts such as MOS. In fact, 58% of our MOS staff either have military experience or a family member with military experience. We also seek veterans and spouses for our network of non-medical counseling providers.

Our base pay program is market-based and flexible in nature, enabling VO to consistently offer market competitive salaries that attract seasoned professionals and retain valuable employees within all job levels. The guiding principles of our base pay program are:

- **Market-based.** Pay levels are primarily driven by the range of pay provided for similar positions in the relevant labor markets, taking into account the industry, geographic location and job function.
- **Performance-driven.** Base pay increases are determined by an individual’s sustained performance and contributions to the organization.
- **Flexible.** Pay ranges and policies can accommodate unique circumstances within the different labor markets.
- **Business-driven.** The program is monitored regularly and modified as needed to meet the changing needs of the business.
- **Easy-to-understand.** The program is simple for managers to apply and for employees to understand.

VO’s Compensation Department continually monitors and researches industry trends to ensure jobs are adequately classified and salary ranges remain competitive on both a national and local level. In addition, each year, VO participates in multiple industry-wide surveys and utilizes results from (b) (4)

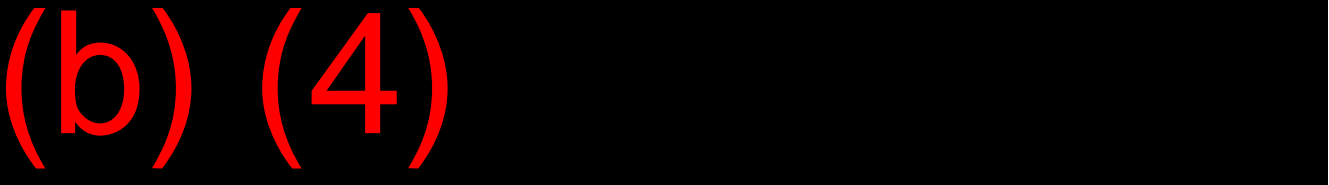
(b) (4)

(b) (4). Our ultimate goal is to target our salary range structures to be competitive based upon median salary ranges derived from these surveys. To accomplish this we use these surveys to:

Attachment 3: Professional Compensation Plan

- benchmark individual jobs in the national and local marketplaces where we conduct business to identify jobs that may need to be moved within our base pay structure
- identify other characteristics about jobs including shift differentials, on-call and other premium pay information that may be provided
- identify annual salary budget, salary structure, merit budget and other major program trends of other employers
- assess our current geographic differential structure

Verification of our participation in surveys may be obtained by contacting any of the following three references:



Ongoing research, analysis and evaluation of the base pay program allow us to consistently identify elements of our program that may need adjustments—either immediately or in the upcoming year. Constant monitoring of the base pay program enables VO to remain market competitive in salary, which directly results in reduced turnover and increased employee retention and satisfaction.

EMPLOYMENT STATUS

VO’s workforce consists of multiple categories of employees (full-time, part-time, flex and temporary) who work different schedules and whose eligibility for benefits depends on their employment status with the company. Specifically for the MOS Program, our employees consist of:

- 95.6% full-time (expected to work a minimum of 32 hours per week and eligible for full participation in all benefit plans)
- 4.3% part-time (regularly scheduled to work less than 32 hours per week; part-time employees who regularly work at least 20 hours per week are eligible for full participation in all benefit plans)
- 0.1% flex (hired to work on-call, as needed, with no guaranteed hours or schedule; not entitled to regular benefits)
- 0% temporary (hired for a specified period of time; not entitled to regular benefits)

Employees are classified according the Department of Labor’s Fair Labor Standards Act as:

- Salaried Exempt. Positions of a professional nature as prescribed by federal and state labor statutes, are exempt from mandatory overtime payments.
- Hourly Non-Exempt. Positions of a clerical, technical, or service nature, as defined by statute, are covered by provisions for overtime payments.

KEY PERSONNEL

VO’s Key Personnel—as defined in PWS 10.1, and who currently support the MOS Program—are highly knowledgeable and experienced staff who individually exceed all MOS requirements. Additionally, our Key Personnel possess a unique understanding of the organizations and personnel we will serve through the MOS Program. Per PWS 10.1, this includes: Program Director, Deputy Program Director, Director of Call Center Operations, Director of Non-Medical Counseling, Director of Quality Control, Director of IT/Communications Resources, Information Security Manager, Financial Manager, Contract Administrator, and Subcontractor Manager.

Attachment 3: Professional Compensation Plan

VALUEOPTIONS LABOR CATEGORIES

Below, we provide a list of the labor categories for ValueOptions’ MOS Team. Please note that this list only contains positions who charge direct labor hours to the MOS Program (except for the Contract Administrator, Finance Manager, and Subcontractor Manager who are MOS Key Personnel considered as general and administrative positions within our organization). Key Personnel or program management positions (defined as any position that provides managerial oversight of MOS staff).have been identified with an *; job descriptions for each Key Personnel and program management position are provided at the end of this document.

- | | |
|---|---|
| 1. Program Director * | 32. Implementation Project Manager II |
| 2. Deputy Program Director * | 33. Implementation Manager III |
| 3. Director of Call Center Operations * | 34. IT Project Manager |
| 4. Director of Non-Medical Counseling * | 35. IT Quality Assurance Specialist II |
| 5. Director of Quality Control * | 36. JFSAP Consultant |
| 6. Director of IT/Communication Resources * | 37. JFSAP Regional Consultant Manager * |
| 7. Information Security Manager * | 38. LAN Support Tech |
| 8. Financial Manager * | 39. LAN/WAN Engineer |
| 9. Contract Administrator * | 40. Manager of Clinical Quality Auditors * |
| 10. Subcontractor Manager * | 41. Manager of Wounded Warrior Resources * |
| 11. Administrative Assistant | 42. Production Scheduler |
| 12. AIX System Administrator II | 43. Provider Relations Director * |
| 13. AS400 System Administrator II | 44. Provider Relations Manager |
| 14. Business Systems Analyst II | 45. Provider Relations Representative |
| 15. Business Systems Analyst III | 46. Provider Relations Specialist |
| 16. Call Center Manager * | 47. Quality Analyst |
| 17. Clinical Coordinator | 48. Quality Manager * |
| 18. Clinical Quality Auditor | 49. Research Supervisor * |
| 19. Clinical Supervisor * | 50. Researcher – CSA |
| 20. Clinical Trainer | 51. Resource Coordinator |
| 21. Computer Operator II | 52. Technical Trainer |
| 22. Computer Operator III | 53. Telecommunications Specialist |
| 23. Content Specialist | 54. Triage Consultant |
| 24. DB2-BBA-II | 55. Triage Consultant (licensed) |
| 25. Director of JFSAP & Specialty Consultants * | 56. Web Developer II |
| 26. Event Coordinator | 57. Web Developer III |
| 27. Fulfillment Coordinator | 58. Web Development Manager * |
| 28. Health & Wellness Coach | 59. Website Editor II |
| 29. Information Security Analyst II | 60. Workforce Management Analyst |
| 30. Intake Specialist | 61. Wounded Warrior Resources Specialty
Consultant |
| 31. Implementation Project Manager I | |

STANDARD WORK SCHEDULES

To ensure consistent application of our compensation philosophy and full compliance with federal and state laws, VO has established the following definitions of workdays, workweeks, and work schedules:

Attachment 3: Professional Compensation Plan

Workweek / Work Schedule. A workweek begins at 12:00 a.m. Sunday and ends the following Saturday at 11:59 p.m. Two consecutive workweeks comprise a pay period; employees are scheduled to work their assigned hours within each pay period according to their employment status.

ADMINISTRATIVE MATTERS

Standard Pay Practices. VO pays employees by check, pay card, and direct deposit on a regular basis and in a manner that the amount, method, and timing of such payments comply with applicable laws and regulations. Employees are normally paid biweekly.

Direct Deposit. VO encourages employees to have their paychecks directly deposited at a financial institution. Direct Deposit Authorization forms are available in the Human Resources Department and are also provided to new employees during orientation. Employees can establish direct deposit with most banks and credit unions and can deposit their entire net pay or a portion of their pay to the account(s) of their choice.

PERFORMANCE MANAGEMENT

Employee Development Philosophy. The goal of employee development at VO is to align business goals with employee goals and interests. The process encourages a candid sharing of information between supervisors and employees regarding the business direction, employee goals and interests, development feedback, and the competencies required for success at VO.

Providing timely and regular performance feedback is essential to retain and develop the best employees in the industry. Employee participation and open communication in the performance management process fosters a motivating and productive work environment and ultimately contributes to VO success. Employees and supervisors share responsibility for effective performance management in a proactive and collaborative manner. Supervisors are expected to share their vision and performance expectations with employees and provide ongoing, clear and objective feedback, including course correction throughout the review period. Employees must actively participate in all aspects of managing their performance and career development which includes developing self-evaluations.

Performance Review Process. Performance management includes a mandatory 90 day and 1 year performance appraisal. The objectives of the performance appraisals are to:

- recognize and reward employees' contributions to the organization
- direct and improve future performance by evaluating an employee's efforts against previously agreed upon goals and expectations
- develop a mutual understanding of what is expected of the employee in the future
- identify individuals eligible for immediate promotion, employees who could qualify for promotion with further training and development, employees who have reached a development plateau of a permanent nature, and employees who are not performing
- identify specific programs to meet developmental needs
- encourage self-development
- determine merit increases when applicable

Performance Improvement Coaching. The intent of performance improvement coaching is to provide timely "course correction" resulting in a "win-win" situation for the employee, supervisor, department, and company. This coaching should begin as soon as a supervisor determines that employee performance has declined from previously established standards. VO expects all employees to comply with the organization standards of behavior and performance and that any non-compliance with these

Attachment 3: Professional Compensation Plan

standards must be corrected. VO makes provisions for documenting, as needed, unacceptable performance and behavior and resulting action taken on a Performance Improvement Plan (PIP). The objectives of the PIP are to:

- direct and improve future performance by evaluating an employee's efforts against previously agreed upon goals and expectations and to develop a mutual understanding of what is expected of the employee in the future
- identify employees who are not performing and develop specific individualized programs to meet developmental needs
- supply management with information needed for documentation

EMPLOYEE BENEFITS

Eligibility. To be eligible for benefits, an employee must work a regular schedule of at least 20 hours per week and must have been employed for 30 days in a benefit-eligible status. Benefits will begin on the first day of the month, coincident with or following the date that their 30-day waiting period has been satisfied.

Fringe Benefits. VO offers the following employee benefits:

- **Medical Insurance**—In most locations, employees are offered a medical plan. Mental health/substance abuse benefit is included when a participant is enrolled into a medical plan.
- **Prescription Drug Coverage**—Employees and qualified dependents enrolled in most of the medical plans offered by VO are provided prescription drug coverage. The prescription drug benefit is a four tiered co-pay schedule of generic drugs, preferred brand drugs, non-preferred drugs, and specialty medications.
- **Vision Insurance**—Offered as a standard employee paid benefit.
- **Dental Insurance**—Offer a PPO or Managed Care (DHMO) dental plan.
- **Employee Assistance Program (EAP) and Work/Life Benefit**—100% company sponsored EAP and Work/Life services program. Provides confidential telephonic or face-to-face counseling services designed to help employees and their immediate family members resolve personal, family, or work-related problems. The Work/Life program provides resources and referrals for services such as childcare, adult care, education, adoption, moving, home repairs, pet care, wellness and more.
- **Group Term Life**—Coverage to two-times annual salary up to a maximum of \$100,000. Additional coverage for employee and dependents is available through employee payroll deduction.
- **401(k) Retirement Plan**—Pre-tax withholding through employee payroll. Tax-deferred contributions are made by payroll deduction. Contributions are 100 percent vested after five years of employment. The annually announced IRS maximum contribution to the plan for 2012 is \$17,000. An additional \$5,500 catch up contribution is allowed for those participants 50 years and older.
- **Flexible Spending Account**—This program permits employees to save tax dollars by paying for qualifying dependent care expenses and un-reimbursed medical expenses with "pre-tax dollars."
- **Short-Term Disability (STD) Plan**— A voluntary employee-paid benefit, premium rates are determined by age and base salary. Deductions are made from the employee's paycheck on a biweekly post-tax basis.
- **Long-Term Disability (LTD) Plan**—Company paid and employee buy-up options are available.
- **Achieve Solutions**—Achieve Solutions is an online resource offering interactive and current behavioral health information. It allows users to take personal assessments and gather information on topics that are relevant for them.

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- **Employee Discounts**—VO has collaborated with preferred vendors to offer discounts on a variety of items including computers, automobiles and telephone plans.
- **Credit Union**—Varies by location.

Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who loses group coverage because of a reduction in hours or because of termination of employment for reasons other than gross misconduct, is entitled to an 18-month extension of health coverage at 102 percent of full group rates.

Tuition Reimbursement Program. At VO, we believe education is a vital part of each person’s ability to contribute to society and improve individual wellbeing. To that end, we encourage every one of our team members to pursue higher education and every eligible employee can receive tuition reimbursement for undergraduate and graduate courses completed at an accredited college or university. Depending on length of service and employee status, VO will reimburse each qualified employee-student up to \$1,800 a year. Additionally, an employee may be reimbursed up to \$250 per year to maintain a license or certification. The license or certification must be required by the position.

Employee Referral Incentives. The true strength of VO is the quality and caliber of each of our employees. We are proud that many of our new hires are referred to our company by current employees. This trend indicates our team members enjoy and take pride in their work enough to recommend VO to their friends and colleagues. Eligible employees referring a candidate into a position will receive a referral bonus of \$250.

TIME OFF PROGRAMS

Holidays. VO observes the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Employees will also be eligible for an eight hour Personal Day to use at their discretion during the 12 month calendar year.

Years of Service	Employee Status	Yearly Total
0-4	Full Time-Exempt	152 hours
5+	Full Time-Exempt	192 hours
0-4	Full Time-Non-Exempt	112 hours
5+	Full Time-Non-Exempt	152 hours

Paid Annual Leave (PAL). Benefit-eligible employees begin earning PAL immediately. PAL may not be taken until the employee has satisfied the initial 90-days of employment. Employee PAL accrual is based upon length of service, job level and employment status. An employee may carry over up to a maximum of 240 hours of PAL into the next calendar year. After five years of service, accruals will increase by five days per year up to a maximum annual accrual of 24 days.

Sick Leave. Benefit-eligible employees may accrue up to forty-eight hours (six days) of sick leave per year at the rate of .02308 for each hour paid (1.846 hours per pay period for 26 pay periods). Part-time (20 to 31.99 hours per week) employees will accrue sick leave on a pro-rated basis according to number of hours paid per pay period. An employee may accrue up to a maximum of three hundred and twenty hours (40 days) of sick leave. Unused sick leave is not paid out upon termination of employment.

Jury Duty. ValueOptions believes it is the civic duty of its employees to accept jury duty service when called and that such employees should not suffer a loss of income in the performance of this civic

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responsibility. Provisions are made to compensate full-time and part-time employees whose normal schedule is 20 or more hours per week and have completed their introductory period. An employee whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn the equivalent of a regular work week may make application for jury duty pay. VO agrees to pay such amount upon presentation of due proof by the employee of such jury duty, not to exceed two weeks in any one year.

Military Reserve and National Guard. It is VO's policy and privilege to support members of the United States Armed Forces/Armed Services and employees who are members of the National Guard or Reserve components. Employees will be granted a Military Leave of Absence if they enlist, are inducted, or are recalled to active duty in the Armed Forces/Armed Services for a period of up to five years (plus any involuntary extension for not more than one year).

- A Military Leave of Absence must be requested in writing on a Request for Leave Form.
- A Military Leave of Absence must be accompanied by a copy of the military orders that state the dates and location of active duty service.
- Employees who perform and return from military service in the Armed Forces, the military Reserves, or the National Guard will retain such rights with respect to reinstatement, seniority, vacation, layoffs, and compensation.
- Employees with one year or more of service will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard.

In these circumstances, VO will pay the difference between what an employee earns from the Government for military service and what the employee would have earned as normal straight-time earnings. This difference will be paid up to two weeks in a calendar year.

Family and Medical Leave of Absence (FMLA). If an employee has been employed at VO for at least one year and has worked a minimum of 1,250 hours, the employee may be eligible for up to 12 weeks of unpaid, job-protected leave within a 12-month period. Family and medical leave of absence is an unpaid leave of absence. Employees will be required to use their accrued PAL, as appropriate, during the FMLA leave. The employee may reserve up to 40 hours of PAL for future use. Any remaining weeks will be unpaid. Family and medical leave may also be taken intermittently or as a reduced work schedule under certain circumstances.

Bereavement Leave. Benefit-eligible employees can be granted up to three days paid bereavement leave in the event of the loss of an immediate family member. Our policies define immediate family member as a parent, parent-in-law, sibling, sibling-in-law, spouse, child, stepchild, grandparent, grandchild, brother-in-law, sister-in-law, domestic partners, and similarly situated relatives of domestic partners.

Community Service Leave Program. VO's Volunteer Community Service program is designed to support and encourage employee involvement in volunteer activities offered throughout the community.

- All benefit-eligible employees who have successfully completed their initial 90-day period of employment and who are in good standing (not under any disciplinary action) are eligible to participate in the Community Service Program.
- Employees may request up to eight hours of Community Service leave per calendar year in either a lump sum of eight hours or in two four hour increments using the Request for Leave Form.

KEY PERSONNEL & PROMGRAM MANAGEMENT LABOR CATEGORY DESCRIPTIONS

Labor Category Title: Program Director

Job Summary

The Program Director will maintain overall operational and administrative management responsibility for Military OneSource deliverables. The Program Director will oversee all key functional areas of the Military OneSource Program, working closely with all of their direct reports to ensure all contract objectives and contractual requirements are met and maintained. The Program Director will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Program Director will also:

- Continually energize the organization by inspired leadership and personal example to meet the mission and organizational goals
- Develop an open relationship of mutual trust with other key employees
- Develop and maintain close and effective relationships with the appropriate federal government contracting officers and program staff
- Provide leadership in the attraction, development and retention of the talent needed to be responsive to the changing marketplace
- Serve as the principal spokesperson and advocate in dealing with the Federal Government, with the ability to speak for ValueOptions
- Lead in accordance with the highest performance standards found in the business community while never losing sight of the fact that our primary responsibility is to serve the best interests of our military community
- Inspire and motivate others to perform well and accepts feedback from others
- Have the ability to sell the vision
- Include staff in planning, decision-making, and process improvement
- Be available to staff and provide regular performance feedback
- Develop skills and encourage growth
- Speak and write clearly and persuasively in positive or negative situations
- Demonstrate group presentation skills and conducts productive meetings
- Have strong general business skills
- Be able to synthesize complex or diverse information and navigate complex environments
- Display a willingness to make timely decisions and exhibit sound and accurate judgment

Education and Qualifying Degrees

- Master of Business Administration or other advanced degree preferred
- Undergraduate degree from an accredited college or university required

Experience Requirements

- Must have successfully managed a complex organization of similar or larger size and have at least 10 years of senior management experience
- Must have prior military experience (Active Duty, National Guard, Reserves or Military Contractor), Military spouse, Military civilian employee, or experience servicing the military population

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Deputy Program Director

Job Summary

The Deputy Program Director will be responsible for the operations management of Military OneSource. The focus of the Deputy Program Director is strategic and tactical, specific to the development, design, operation, and improvement of the systems that support the Military OneSource Program. The Deputy Program Director will manage operations by directing and coordinating activities consistent with established goals, objectives, and policies, following the direction set by the Military OneSource Program Director. The Deputy Program Director will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Deputy Program Director will also:

- Create and maintain efficiencies by developing positive work flows, utilizing appropriate resources and facilities as outlined by the Military OneSource Program and Program Director
- Plan by prioritizing customer, employee and organizational requirements
- Develop/document procedure manuals for all key company processes, within and across functions
- Resource assessments/allocations to ensure sufficient technical and operational resources to meet Military OneSource requirements
- Coordinate/manage key deliverables/milestones with clear delivery dates, accountability/identified ‘owners’, dependencies, performance against target delivery dates using standard project management tool(s), e.g., Microsoft Project
- Manage monthly performance reviews of key metrics across functions, to be presented and evaluated by each team, including client satisfaction metrics.

Education and Qualifying Degrees

- Must have an undergraduate degree from an accredited college or university with an advanced degree highly desirable

Experience Requirements

- Must have successfully managed a complex organization of similar or larger size and have at least six years of senior management experience
- Must have proven ability to function effectively in an environment of rapid change. Ideally, will have experience in both government and business.
- Ability to balance the need for operational efficiency with nimbleness and innovation and represent the company from an operational perspective
- Must have prior military experience (Active Duty, National Guard, Reserves or Military Contractor), Military spouse, Military civilian employee, or experience servicing the military population

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Director of Call Center Operations

Job Summary

The Director of Call Center Operations will be responsible for the call center operations management of Military OneSource. The focus of the Director is strategic and tactical, specific to the development, design, operation, and improvement of the call center systems that support the Military OneSource Program. The Director will manage call center operations by directing and coordinating activities consistent with established goals, objectives, and policies, following the direction set by the Military OneSource Program Director. The Director will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Director will also:

- Create and maintain efficiencies by developing positive call center work flows, utilizing appropriate resources and facilities as outlined by the Military OneSource Program and Program Director
- Plan by prioritizing customer, employee and organizational requirements
- Develop/document procedure manuals for all key call center processes
- Resource assessments/allocations to ensure sufficient technical and operational call center resources to meet Military OneSource requirements
- Coordinate/manage key deliverables/milestones with clear delivery dates, accountability/identified ‘owners’, dependencies, performance against target delivery dates using standard project management tool(s), e.g., Microsoft Project
- Manage monthly performance reviews of key call center metrics, to be presented and evaluated by the Military OneSource Program Director, including client satisfaction metrics

Education and Qualifying Degrees

- Must have an undergraduate degree from an accredited college or university with an advanced degree highly desirable.

Experience Requirements

- Must have successfully managed a complex organization of similar or larger size and have at least six years of senior management experience
- Must have proven ability to function effectively in an environment of rapid change. Ideally, will have experience in both government and business.
- Ability to balance the need for operational efficiency with nimbleness and innovation and represent the company from an operational perspective
- Prior military experience (Active Duty, National Guard, or Reserves), Military spouse, or Military/government employment exposure highly desired

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Director of Non-Medical Counseling

Job Summary

The Director of Non-Medical Counseling will be responsible for all aspects of service delivery related to the clinical consultants' delivery of emotional wellbeing and other counseling sessions, detailed research on general and technical subjects with outreach to various agencies, reporting and analytics for the business and specialty teams. The Director of Non-Medical Counseling will be equally responsible for consistency in service delivery across all call centers and service centers within the United States and is a key contact for all other functional areas within Service Delivery. The Director of Non-Medical Counseling will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Director of Non-Medical Counseling will also:

- Provide technical assistance necessary to integrate non-medical counseling initiatives throughout the service centers
- Oversee the development and revision of non-medical counseling-related policies and procedures annually or as needed
- Assist others in the development or revision of policies as required and integrate overlap of issues between departments
- Create a positive and fair working environment and maintain a professional relationship with co-workers and staff
- Demonstrate a commitment to teamwork by sharing information

Education and Qualifying Degrees

- Master's degree required, preferably in Human Services, with five to seven years of management experience
- License: LCSW, MFT Licensure or other behavioral health licensure

Experience Requirements

- Four to five years of experience in non-medical counseling/clinical environment

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Director of Quality Control***Job Summary***

The Director of Quality Control will direct the overall operation of the Quality Control Program for the Military OneSource Program and will serve as the point of contact for quality initiatives. The Director will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Director will also:

- Develop and implement the Quality Control Program, applying quality improvement principles to improve the quality of clinical care
- Develop and revise the Quality Control Program description and related documents, including, but not limited to, the annual work plan and the Clinical Quality Control Annual Report
- Develop and direct Quality Improvement Projects and provide Quality Improvement Performance activities to the government as requested
- Monitor and evaluate Quality Improvement Performances to completion, including interventions and re-measurements to determine the effectiveness of the project
- Prepare and review monthly operating reports
- Direct the Program Integrity and quality/activities in accordance with requirements
- Provide technical assistance necessary to integrate quality control initiatives throughout the service center
- Oversee the development and revision of Quality Control policies and procedures annually or as needed, as well as assist others in the development or revision of policies as required
- Create a positive and fair working environment and maintain a professional relationship with co-workers and staff
- Demonstrate a commitment to teamwork by sharing information
- Model desired behavior, foster a common vision, and provide overall leadership to the department

Education and Qualifying Degrees

- Master's degree in behavioral science or a licensed Registered Nurse with special emphasis in mental health, business or healthcare administration preferred
- Licensures: Registered Nurse or Mental Health Clinician

Experience Requirements

- Four to five years of supervisory experience in Quality Management/clinical environment

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Director of Information Technology/Communication Resources***Job Summary***

The Information Technology Director will be responsible for the overall planning, organizing, and execution of all Information Technology functions. This includes directing all Information Technology operations to meet Military OneSource requirements as well as the support and maintenance of existing applications and development of new technical solutions. The Director will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Director will also:

- Analyze complex business needs and recommend technical solutions
- Ensure the consistency and maintainability of existing applications by creating, maintaining, and enforcing standards/ procedures
- Manages the day-to-day operations of the Information Technology Department including directing staff who support administrative and/or academic computing, networking, user services, telecommunications, and other information technology functions
- Assess and anticipate technology projects and recommend appropriate action and resources
- Identify user needs, resolve problems, and direct teams to work across all levels of the organization
- Establishes and direct the strategic and tactical goals, policies, and procedures for the Department
- Recommend and/or determine the institutions long-term system needs and propose hardware/software solutions to accomplish the institutions business objectives and to support campus goals
- Communicate regularly and effectively with Managed Services management on significant site issues, risks, opportunities, and general progress towards contractual and business goals
- Manage complex technical projects and technical operating units
- Make recommendations and oversee implementation of all key Information Technology-related functional units
- Communicate Information Technology-related information on projects, service levels, tasks, and issues to the appropriate audience using the appropriate mediums

Education and Qualifying Degrees

- Bachelor's degree from an accredited college or university with major course emphasis in Management Information Systems, Computer Science/Architecture, Databases, Local Area Networks. Master's degree preferred.

Experience Requirements

- Microsoft Certified Systems Engineer certification required
- At least 10 years related work experience in an information systems environment, or equivalent experience required, three years of which must be in a management capacity
- Experience in data analysis and report development
- Ability to think and operate at both the strategic and operational level
- Proactive in identifying area of improvement and developing corrective action plans
- Excellent time management skills and ability to make timely decisions
- Excellent problem solving and decision making skills

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Information Security Manager

Job Summary

The Information Security Manager serves as the lead specialist in support of internal and external Information Assurance projects for Military OneSource. The Information Security Manager will also:

- Develop and maintain security policy, procedures, processes, and guidelines in compliance with The Department of Defense 8500 series of regulations
- Perform information system risk assessments while ensuring all Information Assurance countermeasures, Information Assurance protocols and Information Assurance training for Military OneSource employees are up-to-date with changing government regulations and new technologies
- Provide technical security expertise in planning, preparing and technology, managing a multitude of Defense Certification and Accreditation Process accredited information systems
- Prepare detailed Defense Certification and Accreditation Process security certification and accreditation documentation including security plans, verification procedures, configuration management plans, and contingency plans and accreditation requirements
- Must interact with government representatives and other contractors on a continuous basis to achieve and maintain system(s) compliance
- Individual will also conduct on-site security evaluations with the government

Education And Qualifying Degrees

- Qualified candidate should have a Bachelor's degree in Electrical Engineering, Information Science, Information Systems, Computer Science, or other related scientific or technical discipline
- Certified Information Systems Security Professional certification is required

Experience Requirements

- Current Information Assurance requirements in accordance with the Department of Defense 8500 series of regulations, the Interim Department of Defense Certification and Accreditation Process Guidance
- Understanding of Health Insurance Portability and Accountability Act security regulations and other government security policies
- Thorough understanding of industry-standard security practices
- Strong working knowledge of firewall and network and hosts based intrusion detection systems
- Strong analytical and problem-solving skills
- High level of oral and written communications skills with staff at all levels
- Candidate should have at least six years of information security systems work experiences

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Financial Manager

Job Summary

The Financial Manager will develop and analyze all fiscal systems, processes and reports to ensure that they support the contract objectives and requirements, to include compliance review. Oversee general ledger, accounts payable, financial statements, and all pricing aspects of the Military OneSource Program. The Financial Manager will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Financial Manager will also provide management and leadership of all departments reporting to this position and the staff assigned to these following functions:

- Accounting and Controls
- Financial Audit Coordination
- Financial Reporting
- Payroll Coordination
- Risk Management
- Tax

Education and Qualifying Degrees

- Master's in Business Administration, Accounting or Finance or equivalent
- A Certified Public Accountant designation is desirable

Experience Requirements

- 10 years of experience in financial management
- Prior experience with government accounting system required
- Ability to identify and implement process and systems improvements, and large-scale control and governance initiatives
- Must have proven ability to function effectively in an environment of rapid change. Ideally, will have experience in both government and business.

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Labor Category Title: Contract Administrator

Job Summary

The Contracts Administrator will have full administration responsibility for the Military OneSource contract, including all subcontracts and will serve as a business advisor and compliance monitor of contract and subcontracting agreements. This will include negotiating terms, tracking compliance with contracts and responding to internal, government and contracting agency inquiries. The Contracts Administrator will provide supervision to all Subcontractor Managers. The Contracts Administrator will also maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Contract Administrator will also:

- Assist in coordinating all functions necessary for the timely delivery of services under contract to the Federal Government
- Monitor Government Contracts for purpose of identifying potential contract compliance problems
- Insure that all documents related to the administration of contracts are promptly filed and that files are maintained in an orderly manner

Education and Qualifying Degrees

- Bachelor's degree
- Certified Federal Contracts Manager

Experience Requirements

- Five plus years of experience in Government Contracting as a Warranted Contracting Officer, preferably in the services sector, or as a Contracting/Procurement Agent for a government contractor with the authorization to legally obligate the contractor
- Knowledge of all Federal Acquisition Regulations, and specifically knowledge of commercial item contracts
- Knowledge of Department of Defense Acquisition Regulations, and General Service Administration Acquisition Regulations, knowledge of Freedom of Information Act, knowledge of Service Contract Act
- Demonstrated strong negotiation skills
- Strong verbal and written communication skills
- Demonstrated Professional Business Acumen
- Strong problem solving skills

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Attachment 3: Professional Compensation Plan

Labor Category Title: Subcontractor Manager

Job Summary

The Subcontractor Manager will be responsible for establishing standards of service and for measuring performance of services provided by all Military OneSource subcontractors (vendors). The Manager will monitor subcontractors' compliance with all contract requirements and performance standards, conduct audits of their services, and address any service concerns. The Subcontractor Manager interacts with subcontractors on a range of issues, such as implementation, interface questions, operational flow, relationship management, and issues, potential service issues/compliments, etc. This often includes resolution of any service issues. The Subcontractor Manager will coordinate subcontractor performance with the Military OneSource operational staff, functioning as the liaison between ValueOptions® and the subcontractor. In some instances, the Subcontractor Manager will function across management areas including, ValueOptions program management, subcontractor management, and senior level managers responsible for executive oversight of the Military OneSource program. In addition to informal interactions, formal quality audits are conducted to ensure that services meet agreed-upon performance standards. The specific activities for measuring each partner's performance may include the following:

- Review monthly reports provided by subcontractors summarizing performance in the standards of each contract
- Conduct quarterly quality checks through review of reports from each subcontractor to evaluate compliance with performance standards
- Conduct monthly formal meetings to review subcontractor's services, identify new opportunities and address any outstanding concerns or service issues
- Conduct annual onsite reviews to audit case records to ensure that performance standards have been met, utilizing the appropriate audit tool

The Subcontractor Manager is responsible for tracking all service issues that arise outside the scope of this process to identify trends and follow up on outstanding service concerns. Any trends that are of concern may result in a Corrective Action Plan. All complaints and grievances are handled in accordance with ValueOptions policies.

In the event that a deficit or a trend is identified that cannot be resolved through informal channels, the Manager and the subcontractor initiate a Corrective Action Plan for that partner. The Corrective Action Plan identifies the nature of the problem, documents the performance issues and outlines a plan of action for resolution of that problem, including measurable service goals and compliance dates. The Subcontract Manager is responsible for ensuring that the Corrective Action Plan is followed and that the problem has been resolved to ValueOptions satisfaction. In the unlikely event that the Corrective Action Plan is not resolved or if the service trends with a service subcontractor decline without improvement, ValueOptions initiates a formal process for identifying and selecting a different partner whose service philosophy better meets the needs of ValueOptions.

The Subcontractor Manager submits reports to the Military OneSource Quality Committee summarizing results on various performance indicators. Some reports are made monthly, some quarterly, while others are made semi-annually or annually. When appropriate, recommended improvement plans are reported to the Quality Committee as well. The Quality Committee evaluates the reports to analyze performance and process trends.

Education and Qualifying Degrees

- Must have an undergraduate degree from an accredited college or university with an advanced degree highly desirable

Experience Requirements

- Must have successfully managed in a complex organization of similar or larger size and have at least five years of management experience
- Must have proven ability to function effectively in an environment of rapid change. Ideally, will have experience in both government and business.
- Ability to balance the need for operational efficiency with nimbleness and innovation and represent the company from an operational perspective
- Prior military experience (Active Duty, National Guard, or Reserves), Military spouse, or Military/government employment exposure highly desired

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Attachment 3: Professional Compensation Plan

Labor Category Title: Call Center Manager

Job Summary

The Call Center Manager will lead, direct, and manage the overall operations of the Call Center to ensure the effective design, implementation and cost-effective delivery of Employee Assistance Program and Work/Life services for the Military OneSource Program. The Call Center Manager will ensure compliance with all contractual terms, ensure that all contract deliverables are achieved, and manage operations. The Manager will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Call Center Manager will also:

- Lead call center operations with an exemplary quality and service ethic
- Develop and nurture the call center's cultural infrastructure/work environment to provide the organizational capacity to meet performance standards/metrics, contract specifications and operational efficiency
- Manage call center operations and effective delivery of services to client, members and stakeholders
- Provide strategic direction and tactical support to call center and functional leadership
- Build, develop, and maintain a positive relationship with the client and other stakeholders
- Develop internal communication approaches, audit functions, and accountability controls

Education and Qualifying Degrees

- Master's degree required, preferably in Human Services, with five to seven years of management experience
- License: LCSW, MFT Licensure or other behavioral health licensure

Experience Requirements

- 10 to 15 years of experience in behavioral health care field including operational experience and significant management experience
- Military experience (or equivalent civilian experience)
- Ability to express ideas and communicate effectively, both orally and in writing
- Excellent interpersonal, customer service and problem solving skills
- Knowledge of Employee Assistance Program industry; Certified Employee Assistance Program preferred
- Ability to think and operate at both the strategic and operational level
- Ability to lead and inspire others
- Group facilitation skills
- Proactive in identifying area of improvement and acting upon it
- Excellent time management skills and ability to make timely decisions
- Problem solving and decision making skills

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

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Labor Category Title: Clinical Supervisor

Job Summary

The Clinical Supervisor, Military OneSource Consultants will provide leadership and direction to effectively translate the needs of the client into the delivery model. The Supervisor will ensure that employee assistance services, resource, referrals and consultations on various EAP and work/life issues to military service members and their families who are experiencing personal and other problems are provided in a courteous, timely, and professional manner. The Supervisor will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Clinical Supervisor will also:

- Responsible for day-to-day clinical quality of a team of Military OneSource consultants. Oversee Military OneSource Consultant team program guidelines and recommends changes and adjustments, and conducts program analysis.
- Direct Military OneSource Consultants in coordinating activities in all assigned areas of responsibility
- Ensure efficient and effective communication between the departments and business teams
- Analyze and monitor standard customer reports and requests for ad hoc reports and raise identified concerns and issues to the appropriate reporting team authorities for resolution
- Work with Reporting and Quality functions on development and distribution of customer reports
- Work with shared services management to identify and recommend innovative ways to provide and improve services to Military service providers, installation leadership and military clients
- Evaluate current business processes and applies methodologies to impact process improvement

Education and Qualifying Degrees

- Master's degree required, preferably in Human Services, with three to five years of management experience
- License: LCSW, MFT Licensure or other behavioral health licensure

Experience Requirements

- Prior military (or equivalent civilian experience) experience
- Ability to express ideas and communicate effectively, both orally and in writing
- Excellent interpersonal, customer service and problem solving skills
- Knowledge of Employee Assistance Program industry; Certified Employee Assistance Program preferred
- Ability to think and operate at both the strategic and operational level
- Ability to lead and inspire others
- Group facilitation skills
- Proactive in identifying area of improvement and acting upon it
- Excellent time management skills and ability to make timely decisions
- Problem solving and decision making skills

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Director of JFSAP and Specialty Consultations***Job Summary***

The Director of JFSAP and Specialty Consultations will be responsible for the overall management and operations of the specialty consultations and will supervise consultants and other direct report staff within the call center to the contractual requirements of these specialty consultations under the Military OneSource contract. The Director of JFSAP and Specialty Consultations will maintain the highest degree of sensitivity, compassion, and respect for members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service. The Director of JFSAP and Specialty Consultations will also:

- Direct and manage all aspects of the Joint Family Support and Assistance Program
- Demonstrate comprehensive understanding of the mission and vision and the ability to effectively communicate to all staff
- Ensure that the specialty consultations are capable of handling large, dynamic information bases that cross federal, state and private boundaries, including input from federal agencies
- Ensure that the JFSAP staff and specialty consultations are in concert with the Military OneSource contract operation and works closely with the call center for routine and frequent information exchange to institute this directed response to the specialty participants and their families
- Ensure the provision of monthly reports to include, but are not limited to, the number of members and families served, services provided, updates to data base, hours of service, analysis of high risk cases and other requirements
- Ensure the designation of call center staff to address issues and questions regarding inquiries on the health services, facilities, and benefits available for those eligible for the specialty consultations and their families
- Effectively communicate and coordinate between the Clinical Services, Service Operations, Programs leads, and specialty program support organizations as needed to ensure timely and comprehensive program support

Education and Qualifying Degrees

- Master's degree in Behavioral Health Science or related field preferred

Experience Requirements

- Three to five years of call center supervisory or management experience
- Knowledge of military culture and Employee Assistance Program industry required; actual military experience, Military spouse or Military civilian employee desired
- Proven ability to lead and manage others in daily routine and crisis situations
- Strong business and customer service knowledge

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: JFSAP Regional Consultant Manager

Job Summary

The Joint Family Support Assistance Program Regional Manager will provide leadership and direction to the team to effectively translate the needs of the client into the delivery model. This Manager will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location or any other factor. The Joint Family Support Assistance Program Regional Manager will also:

- Oversea team program guidelines and recommends changes and adjustments as well as conduct program analyses
- Manage a virtual team of Military OneSource Joint Family Support Assistance Program Consultants, Event Coordinators, and Outreach Assistant contractors
- Develop policies, procedures, job aids and trainings in support of program delivery and team management
- Support Military OneSource Joint Family Support Assistance Program Consultants and Event Coordinators in coordinating activities in all assigned areas of responsibility
- Ensure efficient and effective communication between the Joint Family Support Assistance Program Regional Managers and Office of Secretary of Defense client.
- Ensure efficient and effective communication between Military OneSource Joint Family Support Assistance Program Consultants and State National Guard Headquarters, Installation and Unit command, and installation providers
- Ensure efficient and effective communication between Military OneSource Joint Family Support Assistance Program Consultants, Event Coordinators, and Military OneSource call center staff
- Work with reporting and quality functions on development and distribution of customer reports
- Evaluate current business processes and apply methodologies to impact process improvement for the Military OneSource Joint Family Support Assistance Program
- Ensure availability of viable event support options
- Management of Outreach Assistant contracts and support of contractors to include training, payment of invoices, and development and implementation of policies and procedures
- Responsible for administrative actions to include, but not limited to; hiring, time cards, expense reports, training and staff development, evaluations, bi-weekly team trainings
- Facilitate Customer Recoveries brought forward by the Military OneSource Joint Family Support Assistance Program team
- Work with other departments within Military OneSource to identify and develop improvements in service and utilization
- Ensure efficient and effective communication between the Event Coordinators and Military Community & Family Policy government staff involved in event processing
- Management of data collection and record keeping system

Education and Qualifying Degrees

- Bachelor s degree required, preferably in the Human Services field

Experience Requirements

- Five to 10 years of management experience which includes management of virtual employees
- Must have five years of prior military experience (or civilian experience)
- Project management experience

Attachment 3: Professional Compensation Plan

- Ability to express ideas and communicate effectively, both orally and in writing
- Excellent interpersonal, customer service and problem solving skills
- Knowledge of Employee Assistance Programs industry
- Ability to think and operate at both the strategic and operational level
- Experienced in data analysis and report development
- Ability to lead and inspire others
- Group facilitation skills
- Proactive in identifying areas of improvement and acting on them
- Excellent time management skills and ability to make timely decisions
- Problem solving and decision making skills

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Attachment 3: Professional Compensation Plan

Labor Category Title: Manager of Clinical Quality Auditors

Job Summary

The Manager of Clinical Quality Auditors provides oversight over the Military OneSource Clinical Quality Auditors to ensure staff responses meet ValueOptions clinical and quality audit standards and provides senior managers, supervisors and clinical care managers with performance quality data. The Manager of Clinical Quality Auditors partners with the management team to ensure frequent performance and developmental feedback are provided to the Military OneSource Staff. Compiles/reports monitoring evaluation data and presents call coaching sessions. Provides Military OneSource Staff with an action plan for process improvement, and if needed collaborates with the management team in the corrective action process by gathering documentation regarding noncompliance in meeting required standards. The Manager of Clinical Quality Auditors will also:

- Ensure processes are in place to support compliance with all state and federal Health Insurance Portability and Accountability Act, regulatory requirements, accrediting agencies (National Committee for Quality Assurance and Utilization Review Accreditation Committee) as well as ValueOptions' clinical criteria and policies and procedures.
- Compile and present summary level call coaching and efficiency data which becomes part of each Military OneSource Staff's performance review.
- Assure integrity and confidentiality of call monitoring documentation and evaluates/develops monitoring tools to support efficiency and effectiveness in the call monitoring process
- Monitor the auditing process to ensure timeliness and accuracy of any contractual follow up inquiries made by Military OneSource staff
- Measure the ability of staff to successfully meet all client performance expectations and presents final assessments/employment recommendations to management. Identifies improvements or training opportunities and develops/presents quality improvement training materials to improve overall service quality.
- Identify trends in inquiry monitoring and applies corrective actions as necessary to meet business needs. Ensures follow through with Military OneSource Staff.
- Develop auditing protocols for the department. Facilitate weekly calibration meetings and team meeting for Quality Assurance auditors. Conduct annual performance evaluations and providing ongoing feedback to the auditing team.
- Develop ideas for performance improvement, service delivery, and cross-functional initiatives that contribute to departmental success
- Collaborate with the management team on new client implementation activities, including development/presentation of training materials, to ensure all home service center and client performance expectations are met
- Provide data to measure outcomes and provides follow-up on poor performance issues. Make recommendations to the management team regarding how to improve the quality process.

Education and Qualifying Degrees

- Master's degree in Social Work or one of the other core mental health disciplines

Licensure

- License: LCSW, MFT Licensure or other behavioral health licensure

Experience Requirements

- A minimum of five years post graduate clinical/administrative experience, some of which has been in a supervisory capacity

Attachment 3: Professional Compensation Plan

- Ability to express ideas and communicate effectively, both orally and in writing
- Excellent interpersonal, customer service and problem solving skills
- Knowledge of Employee Assistance Program industry; Certified Employee Assistance Program preferred.
- Ability to think and operate at both the strategic and operational level
- Experienced in data analysis and report development
- Ability to lead and inspire others
- Group facilitation skills
- Proactive in identifying area of improvement and acting upon it
- Excellent time management skills and ability to make timely decisions
- Problem solving and decision making skills

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Manager of Wounded Warrior Resources

Job Summary

The Manager of Wounded Warrior Resources will be responsible for the overall management and operations of the Wounded Warrior program and will supervise Wounded Warrior Consultants and other direct report staff within the call center to the contractual requirements of Wounded Warrior Resources. The Manager of Wounded Warrior Resources will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Manager of Wounded Warrior Resources will also:

- Demonstrate comprehensive understanding of the Wounded Warrior Resources and Military OneSource’s mission and vision and the ability to effectively communicate this throughout Wounded Warrior Resources service delivery
- Ensure that the Wounded Warrior Resources is a clearinghouse that encompasses all materials, equipment, technology, and work space to support the Wounded Warriors and their families, to include the wounded members of the National Guard and Reserve and their families
- Ensure that the Wounded Warrior Resources is capable of handling large, dynamic information bases that cross federal, state and private boundaries, including input from DoD, Veterans Affairs, Department of Labor and other federal agencies in the Washington, District of Columbia area
- Ensure that the Wounded Warrior Resources is contiguous with the Military OneSource operation and works closely with the Military OneSource call center for routine and frequent information exchange to institute this directed response to Wounded Warriors and their families
- Ensure that all Department of Defense protocols are in place to respond to all Wounded Warrior inquiries involving a report of deficiencies within one hour of receipt to Department of Defense officials, including the Contracting Officer Technical Representative
- Ensure the provision of monthly reports to the Government that include, but are not limited to, the number of Service members and families served, services provided, updates to data base, hours of service, analysis of high risk cases and other requirements as identified by the Government
- Ensure the designation of call center staff to address issues and questions regarding inquiries on the health services, facilities, and benefits available for Wounded Warriors and their families, as directed by the National Defense Appropriations Act of January 2008
- Effectively communicate and coordinate between the Military OneSource Service Delivery, Clinical Services, Service Operations, Department Of Defense Program leads, and Wounded Warrior support organizations as needed to ensure timely and comprehensive program support

Education and Qualifying Degrees

- Undergraduate degree required; Master’s degree in behavioral health science or related field desired.

Experience Requirements

- Minimum of three to five years of call center supervisory or management experience
- Knowledge of military culture and Employee Assistance Program industry required; actual military experience, Military spouse, or Military civilian employee desired
- Proven ability to lead, and manage others in daily routine and crisis situations.
- Strong business knowledge and strong customer service experience.

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Provider Relations Director

Job Summary

The Provider Relations Director manages the operations of the Military OneSource provider relations team which includes responsibility for provider education and training, provider communications and maintenance of network composition to ensure access and availability. The Provider Relations Director supports implementation of national provider relations initiatives to include planning, directing, organizing and evaluating the implementation of strategic plans that will ensure consistency across regional operations in assigned scope and effective collaboration with national and regional departments. The Provider Relations Director will also:

- Conduct geographical access analysis to identify gaps in the Military OneSource provider network, opportunities for recruitment, and assures coordination of efforts across regions to assure standards are met. This includes coordination with other regionally based Provider Relations units to identify, recruit and educate providers for the Military OneSource program
- Oversee and actively participate in the recruitment of new practitioners and clinics in the geographic areas of responsibility including identification, calling, screening, and through attendance at trade shows, symposiums and site visits
- Participate in managing provider relationships through practitioner and clinic orientation and training required by the Military OneSource program, attendance at meetings, providing review and feedback of provider performance under contract terms, participation in resolution of complaints and questions, and preventing disenrollments as necessary
- Communicate regularly with network services and network operations management to share information and ensure accurate and timely response to providers
- Collaborate with the contracting unit to coordinate contracting issues across regions
- Contributes to provider newsletters, the provider handbook, and identification of provider mailings, training and other provider management issues
- Participate in regular calls and meetings with other national and regional provider relations management and staff. Attend National Credentialing Committee meetings and local provider advisory committee meetings.
- Provides information used in annual budget planning activities and effectively manages the cost of operations to the budget throughout the year

Education and Qualifying Degrees

- Bachelor’s degree in Human Services or related area is required. Master’s degree in Human Services or related area preferred

Experience Requirements

- Three years of progressively responsible and complex management positions in provider relations and/or a combination of managed care, behavioral health care, practice management and claims administration
- Knowledge of managed care environment, network development and network management is required, preferable with a managed behavioral health care organization or health maintenance organization
- Excellent communication skills and public relations skills required
- Demonstrated ability to interact and negotiate with mental health, substance abuse, and employee assistance program providers is required

Attachment 3: Professional Compensation Plan

- Strong organizational, communication, analytical, problem solving and staff management and budget management skills are required
- Strong knowledge of military and federal programs preferred

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Attachment 3: Professional Compensation Plan

Labor Category Title: Quality Manager

Job Summary

The Quality Manager will be responsible for all quality related activities and reporting associated with the Military OneSource Program, including the development of a comprehensive quality control plan. The Quality Control Manager will ensure all timeframes and deliverables are met and review all reports for accuracy and detail prior to submission to the government. The Quality Manager will maintain the highest degree of sensitivity, compassion, and respect for service members and their families and ensure that ValueOptions remains free of any political bias and will ensure consistency of service regardless of installation, location, or any other factor. The Quality Manager will also:

- Design and implement quality improvement studies including the selection of valid and reliable indicators and coordinate monitoring and evaluation activities
- Analyze data and prepare concise, accurate and meaningful quality management reports
- Actively participate in intradepartmental quality management improvement teams as appointed
- Coordinate resolution of high level complaints
- Assist in defining opportunities for improvement identified through analysis of trends and communicates these appropriately
- Assist in the preparation for the Quality Assurance Committee and other Quality Assurance-related committee meetings
- Implement, analyze and evaluate the Company-wide inter-rater reliability program
- Prepares Quality Control department responses for Request for Information and Request for Proposals
- Maintain Quality Control documents, case files, and correspondence in an organized, confidential, and secure manner
- Conduct, as appropriate, oversight audits for all nationally delegated vendors
- Develop and maintain ancillary vendor audit tools
- Communicate significant findings, including potential risk management issues to the Director of Quality Management as indicated in a timely manner
- Assist with coordinating Quality Improvement activities

Education and Qualifying Degrees

- Must have an undergraduate degree from an accredited college or university with an advanced degree highly desirable

Experience Requirements

- Two to three years of experience in quality improvement
- Knowledge of local and national Quality Control and regulatory standards preferred, including National Committee for Quality Assurance and Quality Improvement reporting

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Research Supervisor

Job Summary

The Research Supervisor is accountable for providing day-to-day technical, programmatic and administrative supervision of the Research team to ensure the timely, accurate and responsive provision of non-clinical services and available resources to all Military OneSource members and providers. The Research Supervisor will also:

- Provide orientation, and training of all new research employees
- Establish and communicate work procedures and resources, reference tools and databases, departmental policies and procedures, and other service and support activities unique to servicing members of the military and their families
- Establish and continually monitors customer service standards to ensure that researches are providing best-in-class customer service and support to all customers
- Ensure team members are using the appropriate research tools and resources to meet customer’s specific needs and requests and to ensure that our mission, vision and values are reflected in servicing every customer
- Provide training, coaching and support to research team to review best practices, develop capabilities, promote learning, and continually improve quality and service delivery
- Monitor productivity and quality based on individual and team goals and objectives
- Identify specific areas of expertise and knowledge among team members and documents individual and departmental capabilities
- Participate in unique or complex cases to identify specific needs and to identify criteria and available resources to meet personalized needs of callers
- Recruit, train, appraise and discipline assigned employees
- Monitor performance and development needs and creates development plans for each researcher to enhance their personal effectiveness, achieve their full potential and continually improve service to users

Education and Qualifying Degrees

- Bachelor’s degree preferred but qualifying experience may be considered as alternative to degree.

Experience Requirements

- At least one to two years of previous supervisory experience, preferably in a call center environment serving the personalized needs of callers
- Experience serving military members and their families, veterans, or wounded warriors is highly desirable
- Outstanding organizational, research and documentation skills
- Ability to train, coach, mentor to promote learning and development
- Demonstrated PC and desktop technology skills and familiarity with Internet research and resource-finding capabilities and mining
- Outstanding collaboration and communication skills, both verbal and written, and the ability to work and shape a team-oriented environment focused on service, the customer, and mission

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Labor Category Title: Web Development Manager***Job Summary***

The Web Development Manager manages, establishes, maintains, and plans the overall policies and goals for various aspects of the product Application Development department. May coordinate and negotiate with the marketing and sales group. The Web Development Manager manages the interaction with engineering and operations on product design and development. The Web Development Manager manages aspects of the product development process including requirements gathering, functional analysis, technical design, programming, quality assurance testing, and end user support. Generally manages any combination of Business Systems Analysts, Web Designers, or Software Developers. Relies on experience and judgment to plan and accomplish goals. The Web Development Manager will also:

- Coordinate and manage all analytical and development activities within scope of project and assigned staff
- Maintain close contact with Project Managers to detail on Information Technology status reports
- Oversee the process of collecting Business Requirements and converting those requirements into technical designs
- Negotiate with the business for buy-in and sign-off
- Be prepared to meet with Sales, Marketing, Internal and External end users and perspective clients
- Address all technical aspects of an application infrastructure
- Address architecture of the servers and database, backups and disaster recovery, network infrastructure, external hosting, co-location and versions of all applicable hardware and software
- Estimate development phase cost in manpower, hardware, software, backup and bandwidth
- Be very familiar with entire software development life cycle and standard methodologies
- Be conversant with Data Modeling techniques and tools to facilitate this process
- Conduct internal and external demonstrations of the functions of new software and assist in the development of technical documentation
- Communicate on project status to executive management which may include website traffic reporting and trending analysis
- Serve as the primary resource for review and recommendations to executive management regarding new technologies

Education and Qualifying Degrees

- Bachelor's degree in a related discipline

Experience Requirements

- Seven years of experience in the field of Web development

This job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

The persons named below are considered to be key contractor's personnel and essential for the successful completion of all work assigned under the contract:

Name	Labor Category/Position
Renee Kennish	Program Director
Lucy Buckner	Deputy Program Director
Laura DeVault	Director of Call Center Operations
James Keener	Director of Non-Medical Counseling
Vincent Connery	Director of Quality Control
Angelo Edge	Director of IT/Communications Resources
Izhar Mujaddidi	Information Security Manager
Tina Sarris	Financial Manager
John Sparks	Contract Administrator
Leah Dempsey	Subcontractor Manager

The Offeror shall submit a financial management plan to describe its systems and processes (e.g., audit trail, internal controls, corrective action procedures, and reporting capabilities). The Offeror shall describe its general financial/accounting controls, including a discussion of standards and ethical business practices and behaviors, and conflicts of interest mitigation processes/policies. Offerors shall provide a description of how financial information is processed through the accounting system, identification of the positions responsible for preparing, reviewing and approving accounting transactions. The Offeror shall describe its organizational structure, for financial management, including the assignment of management functions, reporting relationships, authority and responsibility. The Offeror shall discuss its reporting capabilities to generate adequate and reliable financial data.

FINANCIAL MANAGEMENT PLAN

ValueOptions’ (VO’s) team will consistently deliver a financial management system that ensures safeguarding of assets, continuous adherence to regulatory compliance, and timely, accurate financial reporting. This will be accomplished, in part by our implementation of Deltek GCS Premier (Deltek). Developed primarily for the Federal

In 2012, as part of our ongoing commitment to continuous process improvement, VO augmented its Federal Division’s Financial Management system with the implementation of Deltek GCS Premier.

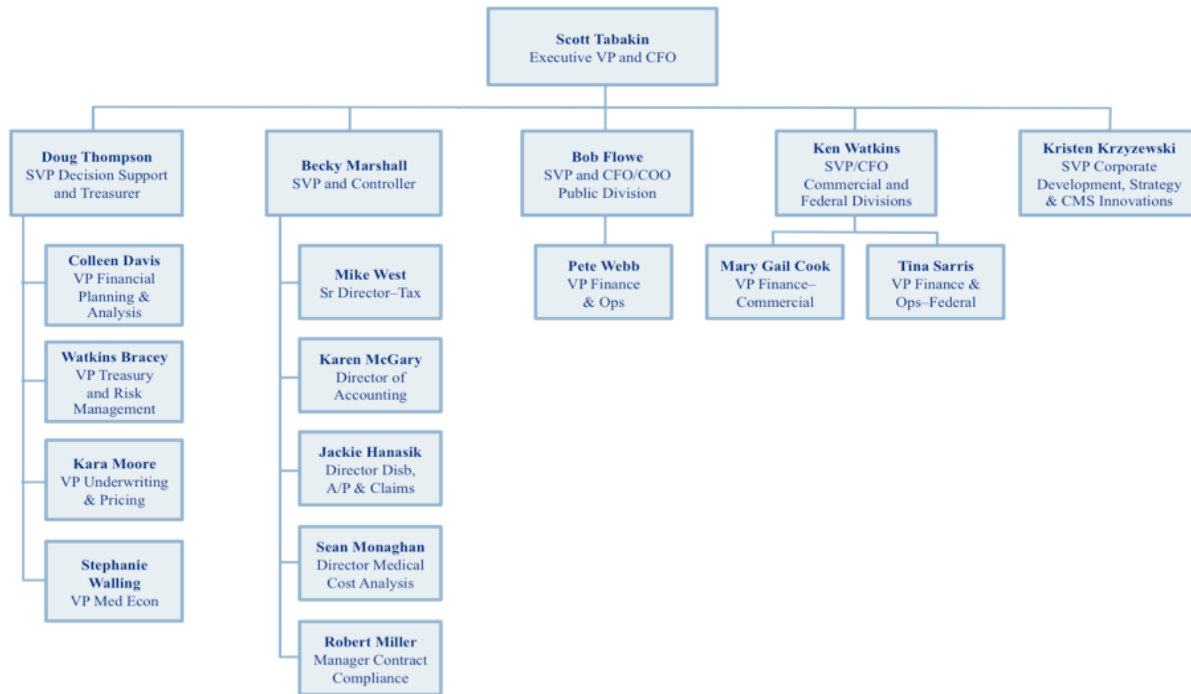
Contracting environment, Deltek is an integrated application that fully complies with all Government time-charging and accounting guidelines. It is a project accounting-based application that tracks costs by contract, CLIN, and period. Its Time and Expense module is electronically uploaded directly into the job cost and billing systems that produce fully auditable charges from the source document to contract billing. VO will use Deltek to track time and attendance, contract management, travel, and operating expenses. It produces a broad array of dynamic key metric dashboards, including reporting applications, project reports, labor distribution reports, job cost reports, budget variance reports, and billing reports that enable financial management to make timely decisions that align with business goals. Deltek interfaces with VO’s National Accounting System sourced by Oracle Financials, which is ISO 9000 certified, to produce financial statement reports. An assigned Systems Administrator grants access, controls passwords, and monitors changes within the Financial Management System. The Systems Administrator position is independent from the dedicated federal team that handles the daily accounting, reporting, and invoicing functions for Government contracts to maintain proper internal controls.

Our Federal Division Finance Team has almost 130 years’ of combined experience in Federal contracting.

The Federal Finance team comprises, and is managed by, individuals with extensive experience in working with government contracts. It is led by the Chief Financial Officer of VO’s Federal and Commercial Divisions, Ken Watkins.

The Federal Finance team, located in Jacksonville, Florida, is dedicated to the financial management of VO’s Federal Division clients. The overall structure of ValueOptions’ financial operations is presented in the organization chart below:

ValueOptions' Finance Organization
Proprietary and Confidential



Our team is knowledgeable on Federal regulations and cost principles to ensure that expenses are properly classified. All travel expenditures, once approved by the employee’s manager, are forwarded to the Federal Finance team where they are reviewed to ensure compliance with Federal Travel Regulations (FTR) and to appropriately classify costs that exceed the FTR to unallowable costs, as those are not included on invoices to the Government. Journal entries are prepared by trained accounting staff and reviewed by the Federal Finance Accounting Manager prior to posting. Accounts payable are coded to the proper project, CLIN, and type of costs (e.g., overhead, ODC, G&A, intermediate cost pools) by the Federal Finance accounts payable staff. All coding for disbursements are reviewed and approved by a Federal Finance manager before entry into the accounts payable system and are approved according to the company’s authorization policy based on dollar value of the disbursement prior to processing or payment. Financial statements are reviewed monthly by Mr. Watkins, the Program Director, Renee Kennish, and Kerry Mooney, President of the VO Federal Division, and variances to budget are researched and explained. The Federal Finance results are shared on a monthly basis with the CEO and the rest of the VO National Leadership Team.

Since the MOS Program is a service contract, labor is the primary cost driver. Thus, the controls over time-charging are important. The understanding of how to record productive work hours begins with time-charging training as employees are hired, as well as an annual refresher provided by the Federal Finance Team to all VO Federal Division employees. Segregation of duties also exists--the team processing payroll is not the same team that monitors time-charging—as is recommended by the Defense Contract Audit Agency (DCAA). The Deltek time-charging system requires employees to log in with a unique user identification and password. Policy also requires employees to record hours worked on a daily basis to the proper project. Both the employee and supervisor review and approve the time worked weekly.

As an additional control, Deltek allows an auto-generated e-mail to be sent to employees who have failed to enter their hours each day. Any changes to the hours input requires a description of why the change was made along with approval by both the employee and supervisor. The Deltek Time and Expense module has built-in reporting that allows daily monitoring by the Federal Finance time-charging administrator of time charged to projects to ensure accuracy and completeness of hours worked, as well as review for proper approvals. As part of this process, if an employee is identified as having falsified their time record, corrective action is taken up to and including termination.

These systems, policies, and procedures provide strong internal controls for gathering all costs to be invoiced back to the Government in an accurate, timely manner. Through the Deltek system, invoices are generated for billings to the Government by the Federal Finance team. These invoices are reviewed first by the Federal Accounting Manager, second by the Federal Finance Director and finally by the Senior Vice President, CFO Commercial and Federal Division Mr. Watkins, prior to being uploaded into the Government IPP site for review and payment. If an error is discovered after an invoice is submitted, VO's policy is immediate, full transparency and communication to the Contracting Officer Representative (COR) and the COR's representative so that a corrective action plan can be determined.

VO maintains processes designed to identify, avoid and mitigate potential conflicts of interest, including reporting to the MOS Contracting Officer any actual or potential conflicts as required. Employees are prohibited from engaging in conduct that may give rise to a conflict of interest and they receive training on conflicts of interest and are informed of the requirement to avoid such conflicts at the time of hire and annually thereafter. Employees are prohibited from self-referring, and/or referring service members and their families to any counseling practice for which they may have a personal, financial interest. Additionally, subcontractors and providers are prohibited from engaging in activities that would be considered a conflict of interest and to report any potential conflicts, consistent with FAR 9.5. Our Federal Finance and Contract Administration team also conducts several mandatory annual trainings for all employees working on Federal Contracts to promote a culture of awareness and compliance, as well as to encourage adherence to ethical practices and behaviors. Examples of trainings include Time-Charging, Procurement Integrity, Small Business, Conflict of Interest, and Contractor Code of Conduct training. Most training requires a completed post-test and signed acknowledgement.

In addition, the MOS staff receives several monthly "Compliance Corners" news alerts, which speak about the requirements of Government contracting. Recent examples include: Ethics Hotline, Fraud and Abuse, False Claims Act, Code of Conduct, FAR Clause on Contractor Code of Business Ethics and Conduct, Hitech HIPAA, Federal Regulations on Gratuities and Bribery (EO 11246), Security Breach, Drug-Free Workplace, and Freedom of Information Act.

In addition to the trainings identified above, the Federal Finance team also maintains numerous policies and procedures that ensure consistent application of accounting treatment among the federal contracts. The policies and procedures are reviewed and updated annually and are available to all Federal Finance team members. Furthermore, weekly meetings allow for internal trainings, new guidance to be shared, an opportunity to discuss unique situations, and a forum to ensure communications are shared and understood by the team. Ultimately, the processes and controls identified throughout this financial management plan help ensure accurate and reliable financial data both internally, and to our Government partner.

The Offeror shall provide a Conflict of Interest Plan addressing the requirements as described in Sections H.4/H.5 and L.11.

ValueOptions recognizes that its performance under the Military OneSource contract is of a nature that creates a potential organizational conflict of interest as defined in FAR 9.5. Conflicts of Interest include situations where, by virtue of work or services performed for DOI or DoD, or as a result of data acquired from the DOI, DoD, or the industry, ValueOptions may:

- obtain an unfair competitive advantage over other companies in respect to future DOI or DoD business
- effect government actions under circumstances in which there is a danger that ValueOptions' judgment may be biased
- identify a conflict between performing Government work in an impartial manner and the company's self-interest

ValueOptions maintains processes designed to identify, avoid, and mitigate potential conflicts of interest, including reporting to the Contracting Officer any actual or potential conflicts as required.

As a part of its review of potential new contracts involving federal business, and tasks assigned by the Contracting Officer under the current contract, we will assess whether performance of such contracts or tasks may give rise to a potential conflict of interest. In the event that a potential conflict is identified, we will take steps to avoid, neutralize or mitigate such conflict.

ValueOptions will maintain policies and procedures to support compliance with the below terms, and will include terms consistent with below requirements in subcontractor and provider contracts:

- It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as defined in FAR 9.5.
- In the performance of this contract, the Contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The Contractor agrees that it will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts. The Contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in FAR 9.5, or that the Contractor has disclosed all such relevant information.
- The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, to avoid or mitigate the actual or potential conflict.
- If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the Contract.

Attachment 7: Conflict of Interest Plan

- The Contractor/counselors shall remain free of any conflicts of interest when issuing referrals to service members or families. All personnel performing under this contract are expressly prohibited from self-referrals and referring service members and their families to any counseling practice for which the counselor may have a personal, financial, or other interest.

Employees

ValueOptions employees are prohibited from engaging in conduct that may give rise to a conflict of interest. Employees receive training on conflicts of interest and are informed of the requirement to avoid such conflicts at the time of hire and annually thereafter. Employees are prohibited from self-referring, and/or referring service members and their families to any counseling practice for which they may have a personal, financial interest. Employees are required to obtain prior approval before engaging in any outside employment or personal business ventures, so that such activities can be reviewed to identify and avoid potential conflicts. Employees who have questions or are concerned about a potential conflict of interest are trained to contact Human Resources or the ValueOptions Ethics Hotline.

Providers

ValueOptions places a high importance in assuring that all Military OneSource providers adhere to contractual terms and policies related to conflict of interest requirements. Network providers are required to take the mandatory initial training and the annual refresher training that clearly states the strict policies prohibiting self-referral. In addition to the contract language outlined above, we also include language specific to the prohibition on self-referrals in its Military OneSource Short-Term Non-Medical Counseling Amendment and the Military OneSource Provider Statement of Understanding.

If ValueOptions identifies that a network provider has any conflict of interest with a member referral or has made a self-referral, several actions take place; (1) the authorization is removed from that provider, (2) the provider is not reimbursed for services rendered, and (3) appropriate corrective measures are taken, which may include termination from the network.

Subcontractors

ValueOptions' subcontractors are also required to comply with the FAR 9.5 conflict of interest requirements and contractually agree to the substance of the required subcontract terms stated in this plan. Additionally, we will confirm compliance with conflicts of interest requirements through our annual subcontractor audit program.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **23rd day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (b) (4) (hereinafter called "Team Member" or "Subcontractor"), (b) (4) (b) (4) (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Governments Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonably imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. **Scope of Agreement.** This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated September 26, 2012 which shall govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the State of Delaware, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to materially comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. **Term and Termination.** This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in [9.406-2](#) and [9.407-2](#).

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee,

consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	John Sparks	Renee Kennish
Title	Director, Contracts Administration	MOS Program Director
Phone	757-361-6438	(571) 388-5443
Email	John.sparks@valueoptions.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For (b) (4)

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	VP	Director
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. **Indemnification.** Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

18. **Force Majeure.** Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

19. **Agreement.** Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

19.1 This Teaming Agreement and the NDA constitute the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

19.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

19.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

19.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

19.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4), in order to complete the proposal, and such action may not be considered to be a breach.

19.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

20. **Publicity.** Any news release, public announcement, advertisement, or other publicity proposed for release by either party concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the written approval of the other party prior to release, which may be withheld for any reason.

21. **Organizational Conflict of Interest.** The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

22. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

23. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Paul M. Rosenberg
Name: Paul M. Rosenberg
Title: EVP e. General Counsel
Date: 10-26-12

BY: (b) (4)
Name: (b) (4)
Title: VP
Date: October 23, 2012

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

STATEMENT OF WORK

Overview

(b) (4) will provide Tax Filing Services as described in the SOW for the Military OneSource procurement.

Support Services

(b) (4) will provide Tax Filing Services under the MOS Program. The objective of this scope of work is to provide service members with access to free tax filing services, for Federal and multiple state returns, via the MOS website. MOS clients will be able to link directly to the tax filing service provided by (b) (4) via the MOS website.

(b) (4) will provide status on monthly and cumulative usage for state and federal filings and for registered users of the service. Data will be provided as specified in the Monthly Status and Progress report requirements detailed in the Deliverables table of the MOS Performance Work Statement (PWS). Additionally, if requested, (b) (4) will provide daily registration and filing information as well as answer any historical questions with regard to data on MOS member usage.

(b) (4) will facilitate training of tax advisors on MOS product in order to provide the most accurate and effective tax advising for MOS clients.

Proposal Support

(b) (4) will provide timely proposal support in response to data calls that require responses on those functions that (b) (4) will be fulfilling.

Date: October 23, 2012

To: ValueOptions Inc.

Subject: Consent for release of past performance in support of Military OneSource RFP D12PS50899

In support of ValueOptions Inc. responding to the Request for Proposal (RFP) for the Military OneSource (MOS) program contract, we hereby consent to ValueOptions Inc. providing any past performance information concerning our company required in response to this RFP.

We look forward to our continued work together in support of the MOS program.

Respectfully submitted,

(b) (4)



Vice President

(b) (4)



PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this 16th day of October, 2012, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (b) (4) (hereinafter called "Team Member" or "Subcontractor"), a registered Corporation in the (b) (4) (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Government's Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty

(30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

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5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform

its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated September 25, 2012 which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

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11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

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11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in 9.406-2 and 9.407-2.

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. **Severability**. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. **Changes, Waiver**. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. **Non-Solicitation & Non-Compete**. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent,

employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this program. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Agreement. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	Contractual	Renee Kennish
Title	John Sparks	MOS Program Director
Phone	Director, Contracts Administration	(571) 388-5443
Email	(757) 361-6438	Renee.kennish@militaryonesource.com
Address	John.Sparks@valueoptions.com	240 Corporate Pkwy
City/State/Zip	240 Corporate Pkwy	Norfolk, VA 23502

16.2 For Linden Resources Inc.

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	Vice President, Business Development	Chief Operating Officer
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. **Disputes, Arbitration.** If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. **Indemnification.** Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. **Force Majeure.** Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4), in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. Publicity. Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. Organizational Conflict of Interest. The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Paul M Rosenberg
Name: Paul M. Rosenberg
Title: EVP & General Counsel
Date: 10-26-12

BY: (b) (4)
Name: (b) (4)
Title: Chief Executive Officer
Date: 10/16/12

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

SUBCONTRACTOR'S STATEMENT OF WORK

Statement of Work (SOW):

1. Telephonic Tax Assistance: (b) (4) will provide Value Options with support services as described in the SOW for this procurement as outlined in PWS 7.2 – 7.2.4. Specifically, (b) (4) will provide experienced telephonic tax advisors in support of telephonic tax assistance consultations to assist Participants with their tax filing questions.

(b) (4) may provide up to 50 (total) experienced call center tax advisors at both the Arlington and Chesapeake Call Centers during the period of December to June. Specific FTE level will be dependent on (b) (4) ability to source and hire Tax Advisor personnel as indicated in the priorities below.

Priority for hire of highly qualified tax advisors is:

- Qualified Wounded Warriors
- Qualified Disabled Veterans
- Qualified Veterans
- Wounded Warrior Care Givers and Family Members of Active Duty
- High Qualified – No Disability.

2. MOS Staffing Support. (b) (4) will provide staffing support for personnel openings that may occur as a result of normal personnel turnover. (b) (4) may the ability to compete for selected MOS openings provided that a highly qualified Wounded Warrior, Disabled Veteran, Veteran or Active Duty Military Family member is available. As such staffing support may include, staffing only, temp to perm or direct hire.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **23rd day of October, 2012**, by and between ValueOptions (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (b) (4) (b) (4) (hereinafter called "Team Member" or "Subcontractor"), (b) (4) (b) (4) and (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Governments Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to use its commercially reasonable efforts to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize Team Member for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a

timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. Prime Contractor may not itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all representations and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. Scope of Agreement. This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement, dated August 22, 2012, which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of two (2) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. Term and Termination. This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in 9.406-2 and 9.407-2.

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party.

The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to the Solicitation and that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this Solicitation. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Solicitation. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	John Sparks	Renee Kennish
Title	Director, Contracts Administration	MOS Program Director
Phone	(757) 361-6438	(571) 388-5443
Email	John.Sparks@valueoptions.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For RR Donnelley & Sons Company

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	Senior Account Executive	Senior Account Executive
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. **Disputes, Arbitration.** If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. **Indemnification.** Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. **Force Majeure.** Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4), in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

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23. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages. Except for claims based on any infringement of proprietary rights, Team Member's maximum liability for claims arising under this Agreement shall not in the aggregate exceed five hundred dollars.

24. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Paul M. Rosenberg
Name: Paul M. Rosenberg
Title: VP & General Counsel
Date: 10-26-12

BY: (b) (4)
Name: (b) (4)
Title: SVP-Direct Sales East
Date: Oct. 26, 2012

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

STATEMENT OF WORK

(b) (4) will provide the following services as described in the SOW for this procurement: Storage, Reporting, Fulfillment and Shipping.

Support Services Overview

(b) (4) will provide warehousing, inventory management and fulfillment services for the Military OneSource program. These fulfillment services will allow for worldwide distribution services for all materials. These materials will include, but are not limited to:

- All EAP provided materials (pamphlets, books, CDs, games, etc.).
- All existing Government owned MOS materials
- All Government developed or purchased materials specified by the Government MOS Program Office.
- Materials provided to military Service members and their families as prescribed by the Government.

(b) (4) will utilize a secure FTP site to receive orders multiple times a day from Military OneSource. ValueOptions will receive, via email, an order acknowledgement as well as shipping confirmation with tracking for each order placed. (b) (4) shall ship materials out within 2 business days from the receipt of the request using the most cost effective, trackable method of delivery.

The Government maintains an online catalog and ordering application used to distribute informational and promotional materials to MOS Participants and service providers by mail. (b) (4) will be able to receive MOS client fulfillment requests originating from Government applications.

(b) (4) must be able to interface with and support all PWS required applications that protect member privacy and security.

(b) (4) will provide monthly and daily reports on MOS order inventory management, fulfillment and shipping activities in addition to custom reports required.

Proposal Support

(b) (4) will provide timely proposal support in response to data calls that require responses on electronic procurement, storage and fulfillment and shipping.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **3rd day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (b) (4) (hereinafter called "Team Member" or "Subcontractor"), (b) (4) (b) (4) (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Governments Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a

timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. Scope of Agreement. This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated September 28, 2012 which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. Term and Termination. This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in [9.406-2](#) and [9.407-2](#).

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. This Team Agreement shall not preclude either party from competing for or entering into contracts for the Military OneSource Program described in the solicitation. Should Contractor participate in the submission of a competitive proposal in response to a subsequent Military OneSource Program RFP during the term of this Subcontract, they shall offer ValueOptions most favored pricing either equal to or below the offered pricing to other potential partners for like subcontracted services. Contractor also agrees that it will support ValueOptions as a subcontractor, based on the defined terms of this Subcontract, through the life of the existing contract to include any option periods exercised by the Government.

This Subcontract shall not preclude either party from competing for or entering into contracts, independent of the other, with respect to any Government program or opportunity that does not involve the Military OneSource Program described in the solicitation. However, prior to entering into such contracts, the contracting party will provide written notice to the other party outlining the terms of the contract and whether the proposed work will have any impact on the services provided for the Military OneSource Program. All exclusivity provisions between the parties will terminate on termination of this Subcontract.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	Renee Kennish	Renee Kennish
Title	Military OneSource (MOS) Program Director	MOS Program Director
Phone	(571) 388-5443	(571) 388-5443
Email	Renee.kennish@militaryonesource.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For Able Forces, Inc.

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	Executive Vice President	Executive Director
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. Disputes, Arbitration. If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. Indemnification. Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming

Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. Force Majeure. Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4) in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. **Publicity.** Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. **Organizational Conflict of Interest.** The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Scott M. Tabakin
Name: Scott M Tabakin
Title: Chief Financial Officer
Date: 10-11-12

BY: (b) (4)
Name: (b) (4)
Title: Executive Vice President
Date: 10/04/2012

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

SUBCONTRACTOR'S STATEMENT OF WORK

Statement of Work (SOW):

1. Telephonic Tax Assistance: (b) (4) will provide Value Options with support services as described in the SOW for this procurement as outlined in PWS 7.2 – 7.2.4. Specifically, (b) (4) will provide experienced telephonic tax advisors in support of telephonic tax assistance consultations to assist Participants with their tax filing questions.

(b) (4) may provide up to 50 (total) experienced call center tax advisors at both the Arlington and Chesapeake Call Centers during the period of December to June. Specific FTE level will be dependent on (b) (4) ability to source and hire Tax Advisor personnel as indicated in the priorities below.

Priority for hire of highly qualified tax advisors is:

- Qualified Wounded Warriors
- Qualified Disabled Veterans
- Qualified Veterans
- Wounded Warrior Care Givers and Family Members of Active Duty
- High Qualified – No Disability.

2. MOS Staffing Support. (b) (4) will provide staffing support for personnel openings that may occur as a result of normal personnel turnover. (b) (4) may the ability to compete for selected MOS openings provided that a highly qualified Wounded Warrior, Disabled Veteran, Veteran or Active Duty Military Family member is available. As such staffing support may include, staffing only, temp to perm or direct hire.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **8th day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (b) (4) (hereinafter called "Team Member" or "Subcontractor"), (b) (4) (b) (4) (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. Allocation of Responsibility; Submission of Proposals. The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Governments Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

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timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

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4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

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5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated 14 August, 2012 which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. Term and Termination. This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in [9.406-2](#) and [9.407-2](#).

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to this Agreement and that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this program. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Agreement. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	John Sparks	Renee Kennish
Title	Director, Contracts Administration	MOS Program Director
Phone	(757) 361-6438	(571) 388-5443
Email	John.Sparks@valueoptions.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For The Bowen Group

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	Contracts Administrator	VP, Operations
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. **Disputes, Arbitration.** If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. **Indemnification.** Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. **Force Majeure.** Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4) p, in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. Publicity. Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. Organizational Conflict of Interest. The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Scott M. Tabakin
Name: Scott M Tabakin
Title: Chief Financial Officer
Date: 10-16-12

BY: (b) (4)
Name: (b) (4)
Title: Contracts Administrator
Date: 9 October 2012

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

SUBCONTRACTOR'S STATEMENT OF WORK

It is our intent to utilize (b) (4) in three areas:

- 1) Content Development (Website and Educational Materials)
- 2) Webinar Support
- 3) and IT Web Site Help Desk (End User Support function).

Based on the current RFP we anticipate and believe that the level of effort for this requirement may be equal to 4 FTEs.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **10th day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and (b) (4) (hereinafter called "Team Member" or "Subcontractor"), a (b) (4) and (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Government's Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a

timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. **Scope of Agreement.** This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated August 21, 2012 which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

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11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in 9.406-2 and 9.407-2.

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

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14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to this Agreement and that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this program. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Agreement. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	John Sparks	Renee Kennish
Title	Director, Contracts Administration	MOS Program Director
Phone	(757) 361-6438	(571) 388-5443
Email	John.Sparks@valueoptions.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For Comprehensive Language Center, Inc.

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	President	Senior Vice President
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. Disputes, Arbitration. If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. Indemnification. Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. Force Majeure. Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4) in order to complete the proposal, and such action may not be considered to be a breach. ValueOptions will give (b) (4) the first right of refusal for any work related to language translation services under this contract.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. Publicity. Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. Organizational Conflict of Interest. The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. **Limitation of Liability.** Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. **Miscellaneous.** This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY:

Scott M. Tabakin

BY:

(b) (4)

Name:

Scott M Tabakin

Name:

Title:

Chief Financial Officer

Title:

President

Date:

10-16-12

Date:

10/12/12

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

STATEMENT OF WORK

(b) (4) will provide foreign language translation support services as described in the SOW for the Military OneSource procurement.

Support Services Overview

(b) (4) will translate a variety of personal legal documents for MOS members. The majority of these documents are birth certificates, marriage certificates, school transcripts, and divorce-related legal documents. The majority of translations will involve Spanish to English or German to English translation. However, support for other languages will be provided. To achieve a consistent turnaround time of less than 3 business days, (b) (4) will maintain a network of over 150 professional linguists in over 35 languages. For the primary languages of Spanish and German, (b) (4) will have a team of 25 linguists that will work around the clock and 7 days per week to accomplish the tasks of translating, editing, reviewing, and certifying the translations.

MOS Researchers will serve as specialty consultants to address document translation requests and requirements. These individuals will receive targeted training from (b) (4) subject matter experts on key document translation requirements (proper intake questions, key information to obtain from member, clarification procedures).

In addition, (b) (4) will contribute to the overall MOS Program Management effort by advising and training on document translation protocols and best practices. This will include collaborating with Value Options staff to develop and implement secure methods for transmitting MOS member documents submitted for translation.

Proposal Support

(b) (4) will provide timely proposal support in response to data calls that require responses on those functions that (b) (4) will be fulfilling.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **3rd day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and **(b) (4)** (hereinafter called "Team Member" or "Subcontractor"), **(b) (4)** **(b) (4)** (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Government's Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a

timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. **Scope of Agreement.** This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement dated September 25, 2012 which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. Term and Termination. This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in 9.406-2 and 9.407-2.

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to this Agreement and that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this program. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Agreement. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	Renee Kennish	Renee Kennish
Title	Military OneSource (MOS) Program Director	MOS Program Director
Phone	(571) 388-5443	(571) 388-5443
Email	Renee.kennish@militaryonesource.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For MVLE

	Contractual	Program
Name	(b) (4)	
Title	Vice President of Contracts	
Phone	(b) (4)	
Email		
Address		
City/State/Zip		

17. Disputes, Arbitration. If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. Indemnification. Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. Force Majeure. Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4) in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. Publicity. Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. Organizational Conflict of Interest. The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. Limitation of Liability. Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. Miscellaneous. This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY:

Scott M. Tabakin

BY:

(b) (4)

Name:

Scott M. Tabakin

Name:

Title:

Chief Financial Officer

Title:

Vice President of Contracts

Date:

10-11-12

Date:

10/3/2012

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

SUBCONTRACTOR'S STATEMENT OF WORK

Statement of Work (SOW):

1. Telephonic Tax Assistance: (b) (4) will provide Value Options with support services as described in the SOW for this procurement as outlined in PWS 7.2 – 7.2.4. Specifically, (b) (4) will provide experienced telephonic tax advisors in support of telephonic tax assistance consultations to assist Participants with their tax filing questions.

(b) (4) may provide up to 50 (total) experienced call center tax advisors at both the Arlington and Chesapeake Call Centers during the period of December to June. Specific FTE level will be dependent on (b) (4) ability to source and hire Tax Advisor personnel as indicated in the priorities below.

Priority for hire of highly qualified tax advisors is:

- Qualified Wounded Warriors
- Qualified Disabled Veterans
- Qualified Veterans
- Wounded Warrior Care Givers and Family Members of Active Duty
- High Qualified – No Disability.

2. MOS Staffing Support. (b) (4) will provide staffing support for personnel openings that may occur as a result of normal personnel turnover. (b) (4) may the ability to compete for selected MOS openings provided that a highly qualified Wounded Warrior, Disabled Veteran, Veteran or Active Duty Military Family member is available. As such staffing support may include, staffing only, temp to perm or direct hire.

PRIME/SUBCONTRACTOR TEAMING AGREEMENT

Between

ValueOptions, Incorporated

And

(b) (4)

This Teaming Agreement, entered into and made effective on this **12th day of October, 2012**, by and between Value Options (VO) Inc. (hereinafter called "Team Leader" or "Prime Contractor"), a Virginia corporation, with principal offices at 240 Corporate Blvd, Norfolk, Virginia 23502, and **(b) (4)** (hereinafter called "Team Member" or "Subcontractor"), with principal offices located at **(b) (4)** (each a "Party" and, collectively, the "Parties").

This Teaming Agreement shall set forth the obligations of the Parties to develop and submit a proposal to the **Department of Interior (DOI) Acquisition Services Directorate** (hereinafter referred to as the "Agency") in response to the Solicitation D12PS50899 ("Solicitation") for the **Military Community and Family Support Services, Military OneSource (MOS) Program** (hereinafter referred to as the "Program" or "Customer"),

WITNESSETH:

WHEREAS, ValueOptions intends to submit a response to the Solicitation (the "Proposal") and desires the assistance of said Subcontractor in developing the Proposal; and,

WHEREAS, The Team Member has expertise and capabilities (products and/or services) which would be valuable to the Program as identified and set forth in the referenced Solicitation; and,

WHEREAS, The Team Members, consistent with Federal and state laws, governing trade and competition believe that a cooperative and necessarily complimentary effort between the two will result in an offer to the Customer that is the most advantageous combination of technical, management and cost solutions, that is fully compliant with all laws and,

WHEREAS, The Team Member desires to contribute its expertise to the development of the Proposal; and,

WHEREAS, if the Proposal is accepted by the Agency and a contract is awarded to Prime Contractor under the Program and as a result of the Proposal (the "Prime Contract"), Prime Contractor will engage Subcontractor under that Prime Contract, and Subcontractor will accept such engagement under a subcontract (the "Subcontract") and applicable change orders:

NOW, THEREFORE, in consideration of the mutual promises set forth, which the parties hereto accept as sufficient, the Team Leader and Team Member intending to be legally bound, hereby covenant and agree as follows:

1. **Allocation of Responsibility; Submission of Proposals.** The Team Leader shall be responsible for overall Proposal and Program management. The Team Leader shall prepare and submit the Proposal, incorporating contributions from Subcontractor in response to the Solicitation, as follows:

1.1. The Team Member shall prepare and provide to the Team Leader a business proposal, inclusive of proposed cost for the work entailed in the areas described in Exhibit A to this Teaming Agreement. Additionally, if required, the Team Member agrees to provide the products and services necessary to support discussions, tests, benchmarks or other demonstrations of its products or services called for by the Program. Cost or pricing data shall be broken down and provided in the time and manner prescribed by the Team Leader so that it fully complies with the evaluation requirements set forth in the Governments Request for Proposal (RFP). The Proposal shall contain or be accompanied by accurate, current and complete pricing information in sufficient detail to permit the costing of the Prime Contract and negotiation of the subcontract for Exhibit A work. Nothing contained herein shall be construed to require the disclosure of proprietary cost or pricing data to the Prime Contractor. However, the Subcontractor does agree to make said proprietary data available to the Customer's auditors in accordance with applicable regulations.

1.2. Each Party shall bear all its own respective costs, risks and liabilities which it incurs in connection with the Proposal, Subcontract Proposal, any negotiations which may follow, and all other efforts as a result of its obligations and efforts under this Teaming Agreement. Neither Party shall have any right to reimbursement or compensation of any kind from the other in connection with this Teaming Agreement nor any activities pursued hereunder.

1.3. The Team Member agrees to meet all deadlines reasonable imposed to meet the proposal submission deadlines, or any amendments thereto, set forth in the Solicitation.

1.4. Subcontractor agrees to provide to Prime Contractor development support for the Proposal as specified herein, and further agrees that it will not support or otherwise participate in the development of a proposal for any other offeror in response to the Solicitation.

1.5. Prime Contractor agrees to utilize said subcontractor for the work as negotiated by the Parties hereto, negotiating in good faith and contingent upon contract award and such Client consent as may be contractually required.

2. **Team Member Proposal Review.** The Team Leader will keep the Team Member fully advised on any changes that affect the Team member's area of responsibility. The Team Leader may allow the Team member to review proposal drafts and the final Proposal prior to submission to the Agency. The Team Leader, however, shall have the right to determine the final contents of the proposal. The Team Leader may also allow the Subcontractor to review non-proprietary sections of the Prime Contract, as issued and approved, to clarify Subcontractor's obligations under the Prime Contract.

3. **Subcontractor's Cost, Price, Payment and Term of Subcontract.** Subcontractor's compensation shall be upon the terms set forth in Exhibit A.

4. **Award of Prime Contract and Subcontract.** In the event that the Prime Contractor is awarded the Prime Contract, it is agreed that Prime Contractor and Subcontractor will proceed in a

timely manner to negotiate in good faith a mutually acceptable Subcontract within approximately thirty (30) days from the date on which Prime Contract learns of the contract award for the portions of work listed in the Statement of Work and for which Subcontractor is responsible. The Subcontractor acknowledges that failure to sign a subcontract within the 30 day period as described above may result in a subcontract being awarded to another company and that such action(s) would not constitute a material breach under this agreement. The Prime Contractor will flow down all clauses requiring subcontractor flow down as well as those it feels are necessary for the successful and efficient operation of the contract. If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall secure such approval prior to execution of the Subcontract by the parties. The Subcontractor acknowledges that unless otherwise stated in Exhibit A, the Prime Contractor may itself provide or use other Subcontractors to provide Program services or products that are similar to or compete with Subcontractor's products or services in Exhibit A. Each party shall utilize all commercially reasonable and appropriate managerial, marketing, advisory, technical, and other personnel to perform and support the Prime Contract.

4.1 The award of the subcontract contemplated under this Agreement is subject to the following provisions:

4.1.1 Award of a Prime Contract to the Prime Contractor.

4.1.2 Inclusion in the Prime Contract of subcontract requirements that are substantially similar to those proposed under this Agreement and Program.

4.1.3 Timely submission by the Subcontractor to the Prime Contractor of all certifications, representations and cost and pricing data or **basis** for exemptions as required by applicable law or regulation, by the Program, or by the Prime Contract.

4.1.4 If prior consent to or approval of the Subcontract is required by the Agency, the Prime Contractor shall make a good faith effort to obtain such approval; and

4.1.5 Mutual Agreement of the Parties to the Statement of Work, financial terms, and contractual provisions.

5. Scope of Agreement. This Teaming Agreement shall obligate the parties only with respect to the Solicitation, and nothing herein shall be deemed to:

5.1 Confer any right or impose any obligation or restriction on either Party with respect to any other program effort or marketing activity at any time undertaken by either Party other than the Solicitation;

5.2 Preclude either Party from independently soliciting or accepting any prime contract or subcontract not related to or resulting from the Solicitation; or

5.3 Limit the rights of either Party to independently promote, market, sell, lease, license, or otherwise dispose of its standard products or services apart from the Solicitation.

6. **Confidential Information.** During the term of this Teaming Agreement, the Prime Contractor and Subcontractor may exchange confidential information as necessary for each to perform its obligations hereunder. The Parties have executed a Mutual Confidentiality and Nondisclosure Agreement **dated August 21, 2012** which may govern the use and disclosure of such confidential information. The parties agree that their respective obligations of confidentiality and non-disclosure under the NDA shall survive and remain effective during the term of this Teaming Agreement and for a period of five (5) years after the termination or expiration of this Teaming Agreement, notwithstanding the expiration of the term or applicability of the NDA with respect to any such confidential information.

7. **Rights in Intellectual Property.** Intellectual property shall remain the property of the originating Party. In the event of joint inventions, discoveries or development, the Team Members shall establish their respective rights by good faith negotiations between them taking into consideration their respective contributions. In this regard, it is recognized and agreed that the Team Members may be required to, and shall grant licenses or other rights to the Customer to inventions, data and information under such standard provisions which may be contained in the Prime Contract contemplated by this Agreement or required by law; provided, however, such licenses or other rights shall not exceed those required by the Prime Contract or by law.

8. **Relationship of the Parties.** The Parties are, and throughout the term of this Teaming Agreement, shall be independent contractors and not employees, partners, or agents of the other party. This Teaming Agreement does not constitute, create, or give effect to an employer-employee relationship, partnership, or joint venture between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other nor may either Party bind the other to any legal obligations unless expressly permitted and agreed by the party to be bound.

9. **Applicability and Compliance with Laws and Regulations.** This Teaming Agreement shall be governed by and construed and interpreted in accordance with the substantive laws, of the Commonwealth of Virginia, except for the conflict of laws and provisions for all matters subject to state law. To the extent that the laws, rules and regulations for the U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Commonwealth of Virginia courts and Federal courts located in the city of Norfolk, Virginia and the parties hereby consent to such jurisdiction and venue. **THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.**

9.1 Compliance with Laws and Regulations. Team Member agrees at all times to comply with the all applicable Federal, State and local laws, rules, regulations including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act.

10. **Assignment.** This Teaming Agreement or any interest herein may not be transferred or assigned, in whole or in part, by either Party absent the prior written consent of the other. For the purpose of this Teaming Agreement, any corporate merger, acquisition, or similar change shall not be considered an assignment.

11. Term and Termination. This Teaming Agreement and all rights, duties, and obligations provided for herein shall automatically terminate without any further action upon the earliest occurrence of any of the following:

11.1 Receipt of written notice from the Agency that the Solicitation has been cancelled, except upon the issuance of another Solicitation for the same work under a different title or number.

11.2 Notification that another party other than the Team Leader has been awarded a prime contract under the Solicitation;

11.3 Written agreement executed by both Parties agreeing to terminate this Teaming Agreement;

11.4 Refusal of the Agency to approve Subcontractor as a subcontractor to Prime Contractor under a Prime Contract, provided that the Prime Contractor did nothing to cause such a refusal, and that the Prime Contractor made good faith efforts to obtain approval of the Subcontractor;

11.5 Under FAR Subpart 9.4 - Debarment, Suspension, and Ineligibility of the Subcontractor which prescribes policies and procedures governing the debarment and suspension of such subcontractor(s) by government agencies for the causes given in [9.406-2](#) and [9.407-2](#).

11.6 Commencement, voluntarily or involuntarily, of proceedings in bankruptcy for one of the Parties, including filing under Chapter 11 of the U.S. Bankruptcy Code;

11.7 Termination of the Prime Contract by the Agency for any reason including at the convenience of the Government.

11.8 Team Leader decides not to submit a bid for this opportunity.

12. Severability. In the event any portion of this Teaming Agreement shall be held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Teaming Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

13. Changes, Waiver. No modification or amendment to this Teaming Agreement shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both Parties. The failure of either Party at any time to require performance by the other Party of any provision of this Teaming Agreement shall not affect in any way the full right to require such performance at any subsequent time; nor shall the waiver by any Party of a breach of any provision of this Teaming Agreement be taken to be a waiver of the provision itself. Failure by (b) (4) to enforce any of the terms of this Agreement may not be construed as a waiver.

14. Non-Solicitation & Non-Compete. The Parties agree that, during the term of this Teaming Agreement and for a period of one (1) year following the termination or expiration of this Teaming Agreement, they will not in any way, directly or indirectly, whether on their own account or

through any person (including any legal entity, affiliate, or agent), anywhere within the Continental US: (a) employ or seek to employ any person employed or to be employed by the other party, engage the services of any such person, or cause any person retained or to be retained by the other party as an agent, employee, consultant, contractor, or vendor to terminate or in any way modify their relationship with the other party; (b) solicit or attempt to do business with the client related to this proposal effort.

In the event a party engages in any conduct prohibited under the terms of this Teaming Agreement, in addition to any remedies available to the aggrieved party, all time periods under this Teaming Agreement shall be tolled such that the one (1) year set forth hereinabove shall be extended and shall not run for the duration of such prohibited conduct. The provisions of non-solicitation and non-competition stated in this Section shall not apply to employment or business resulting from general job listings, unsolicited applications for employment, non-targeted marketing, or other situations where a party does not knowingly or intentionally seek to engage in any of the above-prohibited conduct.

14.1 Non-Compete. During the effective term of this Agreement, the Team Member agrees that it will not participate in any manner in other teaming efforts that are competitive to this Agreement and that it will not compete independently, including the independent submission of a proposal to the Agency or Customer for this program. However, this Agreement shall not preclude either Party from bidding or contracting independently from any other Government or industry program that may develop or arise in the general area of business related to this Agreement. This Agreement shall relate only to the Program and shall not otherwise limit the rights of either Party to offer for sale, or sell, to others any supplies or services that it may regularly offer for sale, even though such supplies or services may be included in the Proposal.

This Article may not be interpreted in any manner that would cause either party to violate the applicable labor laws of any competent jurisdiction.

15. Notices. Any notice or other writing required or permitted by this Teaming Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals authorized to receive any and all written notices under this Teaming Agreement:

16. Designation of Responsible Individuals.

16.1 For ValueOptions Inc.

	Contractual	Program
Name	John Sparks	Renee Kennish
Title	Director, Contracts Administration	MOS Program Director
Phone	(757) 361-6438	(571) 388-5443
Email	John.Sparks@valueoptions.com	Renee.kennish@militaryonesource.com
Address	240 Corporate Pkwy	240 Corporate Pkwy
City/State/Zip	Norfolk, VA 23502	Norfolk, VA 23502

16.2 For WorkPlace Benefits, LLC

	Contractual	Program
Name	(b) (4)	(b) (4)
Title	President and Chief Operation Officer	President and Chief Operation Officer
Phone	(b) (4)	(b) (4)
Email		
Address		
City/State/Zip		

17. **Disputes, Arbitration.** If a dispute arises between the Parties relating to the interpretation or performance of this Teaming Agreement, and the Parties are unable to resolve the dispute within approximately thirty (30) days after written notification of the dispute from either Party to the other Party, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within approximately thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then-current commercial arbitration rules and regulations of the American Arbitration Association (the "AAA") relating to voluntary arbitrations in the Commonwealth of Virginia. The arbitration shall be conducted by one arbitrator knowledgeable in the subject matter at issue in the dispute and who will be selected by mutual agreement of the Parties or, failing such agreement, shall be selected in accordance with the AAA rules. Each Party shall initially bear its own costs and fees associated with such arbitration, though the Parties agree that the arbitrator shall have the authority to award attorneys' fees, costs and expenses to either party at the conclusion of the arbitration proceedings. The decision and award of the arbitrator shall be final and binding and may be recorded by the Party receiving the benefit of the award in any court of competent jurisdiction. Notwithstanding the foregoing, each Party shall have the right to pursue an action in a court of competent jurisdiction to obtain injunctive or preliminary relief.

18. **Indemnification.** Each Party will defend, indemnify and hold harmless the other Party from any and all claims, suits, liabilities, damages, losses, costs or expenses, including attorneys' fees but excluding liquidated, consequential, special or incidental damages (including, without limitation, loss of revenue or profits), arising out of the indemnifying Party's performance under this Teaming Agreement and to the extent caused by the indemnifying Party's gross negligence or intentional act, or which is caused by an act or omission constituting gross negligence by the indemnifying Party, its officers, agents or employees, and which results in injury (including death) to a person or damage (including loss or destruction) to any property.

19. **Force Majeure.** Neither Party shall be liable or deemed in default for any delay in performance under this Teaming Agreement resulting from the acts of God, war, insurrection, fires, strikes, labor disputes, nuclear or other civil or military emergencies, or any other cause beyond reasonable control of such Party, provided that if any such force majeure condition persists for more than forty five (45) days, the Party to whom performance is due shall have the right to terminate this Agreement upon written notice to the other Party.

20. Agreement. Upon signing by their duly authorized representatives, this Agreement shall become a mutually binding agreement by and between the Team Leader and Team Member. It shall not be varied, except by an instrument in writing of subsequent date duly executed by an authorized representative of each party.

20.1 This Teaming Agreement constitutes the entire, complete, and final understanding and agreement between the Parties concerning the Solicitation and the Proposal, and supersedes any and all previous understandings, commitments, or agreements, whether oral or written with respect to the Program, the Proposal or any resulting subcontract or other work.

20.2 Each Party covenants and agrees that there is no agreement in effect as of the effective date of this Agreement between itself and any other person, firm, or corporation which would in any way impair or adversely affect the full force and effect of this Teaming Agreement. In entering into this Agreement, the parties each represent that they have had ample time to review and fully understand the terms and conditions set forth and voluntarily accept each of them, and furthermore, each party waives any claim it may have hereafter that this Agreement was entered into without complete understanding and/or without the assistance of counsel.

20.3 The Parties agree that this Agreement may be executed by fax, facsimile, email or similar electronic means and shall be as effective as and binding as if the Agreement was executed with original signatures. The Parties also agree that this Agreement may be executed in duplicate with each Party retaining one original.

20.4 If for any reason any provision of this Agreement is determined to be illegal or otherwise invalid or unenforceable under applicable present or future laws or regulations, that provision shall be deemed not to be part of this Agreement, and so much of the remainder of this Agreement as shall otherwise remain intelligible shall be given full force and effect and shall bind the Parties.

20.5 Since Time is of the Essence in responding to the referenced Solicitation, ValueOptions Inc. has the right, in its sole discretion, to engage parties, in addition to (b) (4) in order to complete the proposal, and such action may not be considered to be a breach.

20.6 This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Subcontractor in whole or in part, without express written consent of the Prime Contractor.

21. Publicity. Any news release, public announcement, advertisement, or other publicity proposed for release by Subcontractor concerning the Program, either Team Member's efforts in connection with the proposal, or any resulting subcontract, will be subject to the good faith review and written review of the Prime Contractor prior to release.

22. Organizational Conflict of Interest. The Subcontractor agrees, to the best of its knowledge, that it is not adversely affected by any organizational conflict of interest related to this solicitation as of the date of this Agreement. The Subcontractor acknowledges that if it is determined that an organizational conflict of interest exists or may exist if it pursues the Program, this Agreement may be terminated at the written request of the Prime Contractor.

23. Limitation of Liability. Except for claims based on any infringement of proprietary rights, in no event shall either Team Member be liable to the other, as a result of the performance of this Agreement, for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the other Team Member, even if such Team Member has been advised of the possibility of such damages.

24. Miscellaneous. This Teaming Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. The headings in this Teaming Agreement are inserted for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Teaming Agreement effective as of the day and year indicated in the preamble.

ValueOptions, Inc.

(b) (4)

BY: Scott M. Tabekin
Name: Scott M. Tabekin
Title: CFO
Date: 10/25/12

BY: (b) (4)
Name: (b) (4)
Title: President + COO
Date: 10/19/12

Attachment #1: Exhibit A – Statement of Work (SOW)

EXHIBIT A

SUBCONTRACTOR'S STATEMENT OF WORK

Support Services Overview

(b) (4) will provide WorkLife, Financial Counseling and Tax Support services as described in the SOW for this procurement.

Work Life & Specialty Counseling

(b) (4) will provide specialty support for Members in need of assistance regarding issues related to special needs, adoption, elder care, adult disability, education, and work-life. (b) (4) consultants working with MOS will have training regarding special considerations associated with supporting a military population and understanding the unique needs of active duty members. This training includes awareness on related programs, such as the Exceptional Family Member Program (EFMP) and how to refer participants to these programs. (b) (4) will have particular awareness of those programs associated with special needs. Consultants will have knowledge of the program and provide the service member with the contact information for their Service Branch. In addition, (b) (4) will provide an internal specialist who can assist the member with setting an appointment.

The (b) (4) team will include experienced specialists, able to provide in-depth consultations, around topics such as adoption, career development, community resources, elder care, adult disability, military housing, education, travel, permanent change of station (PCS), and health and wellness. In order to provide consistency in consultations, supplemental guides will be provided to specialists to be used as training and consultation aids. Specialty consultants will be trained to identify cases where a referral back to the EAP is appropriate.

Financial Counseling

(b) (4) will provide both telephonic and face to face financial counseling for the MOS contract. Financial Counselors will be well versed in the challenges facing Service Members. Counselors must understand the unique financial needs and challenges of the military, as well as the resources and programs available only to the military. This resource listing and data base must be updated regularly.

Counseling sessions in personal financial management will include financial education, budgeting assistance, counseling on the importance of savings, and credit management. Follow up should be completed with each Service Member to ensure that the individual is making progress as a result of the counseling provided. The counseling session focus on the personal financial readiness of clients is imperative to help ensure that they are mission ready at any given time. In addition to providing basic money management training, MOS financial counselors shall be:

- Aware of Service Members rights under SCRA in order to ensure that they receive fair treatment by creditors under the law;
- Able to counsel and coach Service Members to help them negotiate with their lenders,

- Aware of how Service Members can take advantage of new housing programs, such as the Housing and Economic Recovery Act, Home Affordable Modification, HOPE for Homeowners (H4H), and other programs to modify loans, negotiate lower rates, and keep families in their homes.

Financial counselors will understand that financial problems can have an impact on obtaining and maintaining security clearances; therefore, they will provide financial education and counseling for Service Members to avoid situations that can have a negative impact on their careers and service. Financial counseling will be targeted to the unique requirements of the military and the unique challenges faced by different demographics within the military. (b) (4) will use a robust model of providing financial counseling which includes: basic financial literacy, basic money management and budgeting, avoiding and coping with financial hardship, planning for deployments, education, home and auto purchase, retirements and future planning, and preventing identity theft. Counselors will have an awareness of the needs of Service Members returning from deployment to get their finances in order and reduce stress as they readjust to their home lives.

Financial counselors must stay abreast of new laws, programs, DOD directives, and other information applicable to Service Members to ensure that the Member receives the best information and resources available to serve their needs, as well as the needs of their family members.

Training shall include information to allow counselors to understand that personal readiness of Service Members and their families plays an important role in the readiness of our military.

Tax Filing Services

(b) (4) will offer tax filing support that provides MOS participants with access to free tax filing services for Federal and multiple state returns. Tax support will include management and oversight of telephonic tax consultations.

Tax support includes providing contact information for local military installation tax service support. This information will be updated and available to all tax consultants. (b) (4) will provide information for posting and updating Frequently Asked Questions (FAQs) and proactive tax filing information for Service Members.

Proposal Support

(b) (4) will provide timely proposal support in response to data calls that require responses on Work Life & Specialty Counseling, Financial Counseling and Tax Filing Services.

The first page of the proposal must show:

i. Solicitation Number: D12PS50899

ii. Name, Address, Telephone and Fax Number of the Offeror

Name: ValueOptions, Inc.
Address: 240 Corporate Boulevard
Norfolk, Virginia 23502
Phone Number: (757) 459-5331
Fax Number: (757) 892-5772
Electronic Address: www.valueoptions.com

iii. Statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item

ValueOptions agrees with all terms, conditions, and provisions included in the solicitation. We agree to furnish any or all items upon which prices are offered as the price set opposite each item.

As MOS program administrator for the past year, VO has proven its ability to fully comply with all the Government's terms, conditions, and provisions.

iv. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation

ValueOptions staff who are authorized to negotiate on our behalf with the Government in connection with this solicitation:

Name: Ms. Kerry Mooney
Title: President, Federal Division
Phone Number: (757) 459-5331
Fax Number: (757) 892-5772
E-mail Address: kerry.mooney@valueoptions.com

Name: Mr. Kenneth Watkins
Title: Senior Vice President, CFO Commercial & Federal Division
Phone Number: (757) 459 - 5384
Fax Number: (757) 459-5136
E-mail Address: kenneth.watkins@valueoptions.com

- v. Name, title and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.**

Name of person authorized to sign the proposal: Kerry Mooney
Title of person authorized to sign the proposal: President, Federal Division

Signature of person authorized to sign the proposal:



L.15. Your offer MUST include the following information on the cover letter. The same information shall be submitted for all proposed sub-contractors:

Name Address	CAGE Code	DUNS No.	Tax ID No.	NAICS Code(s)	Contact Name	Telephone No. E-mail Address and Fax No.
ValueOptions, Inc. (Prime) 240 Corporate Blvd Norfolk, VA 23502	3U2P7	088192141	54-1414194	624190	Kerry Mooney	(757) 459-5331 kerry.mooney@valueoptions.com (757) 892-5772



RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
B.1	Consideration and Payment			Tab D.9: CLIN X001 - X010 (pp.1-11)	
B.2	Labor Hour rates			Tab D.1a (pp 1-12)	
B.3	Other Direct Costs			Tab D.3 (pp.1-17), Tab D.9: CLIN X007 (pp.1-11)	
B.4	Travel			Tab D.4 (pp 1-23), Tab D.9: CLIN X008 (pp.1-11)	
B .5 – CLIN Descriptions	Call Center Operations: The Contractor shall invoice a monthly fixed price for Call Center Operations. The monthly price will be based on the tiered pricing as provided in Section J-1, CLIN Structure, which is contingent upon the total call volume for the month invoiced (e.g., 37,000 incoming calls + 25,000 outgoing calls equals 62,000 total calls, would be invoiced at the Tier 6 monthly price). This CLIN shall also include the variable program management per tier to accommodate fluctuations in call volume.* *This CLIN shall not include any pricing for Telephonic/Electronic Counseling, which shall be invoiced against CLIN X003. Although interpretation services are delivered and invoiced in CLIN X001, document translation services shall be invoiced against CLIN X007.			Tab D.9: CLIN X001 (pp.1-11)	
B .5 – CLIN Descriptions	EAP Web Presence: The Contractor shall invoice monthly, on a firm fixed price basis.			Tab D.9: CLIN X002 (pp.1-11)	
B .5 – CLIN Descriptions	Non-Medical Counseling: The Contractor shall invoice monthly the actual number of non-medical counseling sessions delivered. Each type of non-medical counseling session will be invoiced at the price per session as listed in Section J-1, CLIN Structure. The quantities listed for each type of non-medical counseling under Tab D.9: CLIN X003 are based on historical data and subject to change.* **Tax Consultations” shall be invoiced against Tab D 9: CLIN X003; “Tax Filing” shall be invoiced against Tab D.9: CLIN X007, ODCs.			Tab D.9: CLIN X003 (pp.1-11)	
B .5 – CLIN Descriptions	Strategic Outreach and Fulfillment: The Contractor shall invoice a monthly firm fixed price, capturing the labor associated with shipping and replenishing of educational and informational materials.* *Material, warehousing, and shipping costs shall be captured in Tab D.9: CLIN X007, ODCs.			Tab D.9: CLIN X004 (pp.1-11)	
B .5 – CLIN Descriptions	Joint Family Support Assistance Program (JFSAP): The Contractor shall invoice a monthly firm fixed price for the JFSAP, including program management.* The monthly firm-fixed-price is based on the delivery of 55 JFSAP consultants. If the number of JFSAP consultants drops below 55, the contractor will have 30 days (IAW QASP) to replace the unfilled position(s) with properly qualified personnel. When an unfilled position exceeds 360 days, the contractor shall reduce the next invoice by the JFSAP consultant’s fully burdened rate for the length of time the position remains unfilled. *JFSAP Travel shall be captured in Tab D.9: CLIN X008, Travel.			Tab D.9: CLIN X005 (pp.1-11)	
B .5 – CLIN Descriptions	Program Management: The Contractor shall invoice a monthly firm fixed price for program management. This CLIN shall include program management for EAP services, to include training, documenting, reporting, quality control, IT and IA services, and Return to Operation/Disaster Recovery. *This CLIN shall not include any program management for Tab D.9: CLIN X001, Call Center Operations, or Tab D.9: CLIN X005, JFSAP.			Tab D.9: CLIN X006 (pp.1-11)	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
B .5 – CLIN Descriptions	Other Direct Costs (ODCs): The Contractor shall invoice monthly all direct costs allowable and allocable to this contract against a Not-to-Exceed (NTE) ceiling that are not included in any other CLIN. Receipts are required for all items invoiced under this CLIN. The Contractor may invoice under this CLIN for any additional costs* associated with higher levels of background checks, as required by Section C 5.9.1. *Background checks normally provided as part of a commercial EAP service shall not be assessed under this CLIN; they shall be part of the Contractor's overhead.			Tab D.9: CLIN X007 (pp.1-11)	
B .5 – CLIN Descriptions	Travel: The Contractor shall invoice monthly in accordance with the current FTR for travel expenses against a Not-To-Exceed Ceiling. The Contractor shall group travel expenses in categories that make them traceable to each MOS component (e.g., JFSAP).			Tab D.9: CLIN X008 (pp.1-11)	
B .5 – CLIN Descriptions	Ad Hoc Labor: The CO may exercise this Optional CLIN via contract modification in accordance with the guidelines at B.1.2.2. CLIN X009A, Call Center Operations: If exercised, the Contractor shall invoice a monthly amount against a NTE ceiling for supplemental support of CLIN X001. Labor categories and rates invoiced under this optional CLIN shall match the labor categories and rates used to establish the Tier pricing under CLIN X001. CLIN X009B, Non-Medical Counseling: If exercised, the Contractor shall invoice a monthly amount against a NTE ceiling for supplemental support of CLIN X003. Individual session pricing invoiced under this optional CLIN shall match the individual session pricing under CLIN X003.			Tab D.9: CLIN X009 (pp.1-11)	
B .5 – CLIN Descriptions	Transition In: The Contractor shall invoice a firm fixed price for Transition-In, only upon a successful transition as defined and accepted by the Government			Tab D.9: CLIN X010 (pp.1-11)	
C – DESCRIPTIONS AND SPECIFICATIONS					
C – PWS 1.0 – PWS 3.0	INTRODUCTION, SCOPE OF WORK, APPLICABLE DOCUMENTS AND REFERENCES, REQUIREMENTS FOR MILITARY ONESOURCE PROGRAM	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
C – PWS 4.0	MISSION REQUIREMENTS	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
C – PWS 4.1	MOS CALL CENTER OBJECTIVE	Vol. 1B: Factor 2, Subfactor 1 (p.2)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2	MOS CALL CENTER MINIMUM REQUIREMENTS	Vol. 1B: Factor 2, Subfactor 1 (p.1)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.1	The Call Center triage consultants and supervisor education experience and credential/licensing requirements.	Vol. 1B: Factor 2, Subfactor 1 (pp.3,4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 4.2.2	The Contractor shall maintain the current MOS 800 number ensuring that a single number can be used by Participants from any location world-wide to access the MOS Call Center.	Vol. 1B: Factor 2, Subfactor 1 (pp. 2,5)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.3	The Contractor will have Call Center triage consultants information, warm hand-off, and referrals. Participant confidentiality and duty to warn and mandated reporting.	Vol. 1B: Factor 2, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.4	The procedures for a warm hand-off will ensure that Participants do not have to repeat their story or issue when a third party agency is engaged in the conversation. (reference Sections J-28 & 29)	Vol. 1B: Factor 2, Subfactor 1 (pp. 5-6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.5	The Call Center triage consultants will answer calls for the DoD Spouse Education and Career Opportunities (SECO) Program, which, including the SECO Career Center, is provided under a separate contract.) (reference Section J-43),	Vol. 1B: Factor 2, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.6	Handling for calls received from a military spouse for SECO, MyCAA, or MSEP outside of the SECO Career Center operating hours.	Vol. 1B: Factor 2, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.7	For calls received from a MyCAA School representative, MSEP Partner or corporation, MOS triage consultants will provide a warm hand off and a telephone number, which will be provided by the Government, to the SECO MyCAA School liaison team or the SECO MSEP Partner liaison team. .	Vol. 1B: Factor 2, Subfactor 1 (pp.4,6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.8	For those seeking non-medical counseling services, clinical assessments ARE NOT CONDUCTED, but a brief question and answer series is conducted to ascertain scope of care the caller requires. (reference Section J-12), (reference Section J-14 & 15), (reference Section J-3).	Vol. 1B: Factor 2, Subfactor 1 (pp.4,6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.9	For eligible Participants seeking more in depth information on specific issues, specialty consultants will be available to address core areas in services such as Special Needs, Adoption, Elder Care, Adult Disability, Education, Work Life, Document Translation, and Bulk MOS Fulfillment Items (reference Section J-25, 26, 35, 37, & 39).	Vol. 1B: Factor 2, Subfactor 1 (p.3)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.10	Specialty consultations for Wounded Warriors will include identifying issues and coordinating with DoD, Veterans Affairs (VA), Department of Labor (DOL) and other federal agencies.	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.10 1	Specialty consultations for Wounded Warriors will follow DoD provided (reference Section J-34 & 35).	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 4.2.10 2	Consultations will involve frequent information exchange to institute this directed response to Wounded Warriors and their families, to include coordinating with military Services Wounded Warrior program representatives, VA, and TRICARE to resolve Wounded Warrior issues (e.g , long delays in obtaining appointments, significant geographic distance from facilities, or complaints about the quality of services they receive).	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.11	Outbound Contacts and follow-up.	Vol. 1A: Factor 1, Subfactor 3 (pp.18-19)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 4.2.12	The Contractor's technical infrastructure shall support translation/interpretation capability. Contractor telephone integration shall include a process and capability to use interpreters/translators for telephone calls. Translation services will also be available for legal documents (e.g. leases, marriage licenses, adoptions, utility bills, legal documents, etc.).	Vol. 1B: Factor 2, Subfactor 1 (p.3)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.13	The Contractor shall provide access to telephone and Internet services that meet the standards of Section 508, Amendment to the Rehabilitation Act of 1973.	Vol. 1B: Factor 2, Subfactor 1 (p.4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.14	Security and protection of data.	Vol. 1B: Factor 2, Subfactor 1 (pp.6-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.15	Contractor shall ensure all data collection and storage systems that provide for DoD level information and system security protect the confidentiality, integrity, and availability of data in order of precedence with all applicable Federal laws, DoD regulations and policies, State laws, and industry standards.	Vol. 1B: Factor 2, Subfactor 1 (pp.6-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.16	The Contractor's technical infrastructure and telecommunication capabilities shall support 24/7 Call Center operations to receive both CONUS and OCONUS calls.	Vol. 1B: Factor 2, Subfactor 1 (p.2)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.2.17	The Government requires that MOS services (1-800 Call Centers) are available 24/7 despite any natural or man-made disasters (reference Section J-10). In the event of a disaster, the MOS telephone number will serve as the primary DoD-wide information source.	Vol. 1B: Factor 2, Subfactor 1 (pp.5-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 4.3	MOS EAP WEB PRESENCE	Vol. 1B: Factor 2, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4	MOS EAP WEB PRESENCE INTERFACING REQUIREMENTS	Vol. 1B: Factor 2, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 4.4.1	Section 508 compliance.	Vol. 1B: Factor 2, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.2	The militaryonesource.mil public website will link to the EAP web presence.	Vol. 1B: Factor 2, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.3	The EAP web presence must be consistent with the militaryonesource.mil design.	Vol. 1B: Factor 2, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.4	The Contractor shall provide a single entry point into the EAP services with a secure login capability.	Vol. 1B: Factor 2, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.5	The EAP web presence access authentication will be provided by the Government through a Simple Object Access Protocol (SOAP) web service Application Programming Interface (API) (reference Section J-23).	Vol. 1B: Factor 2, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.6	The Contractor's technical infrastructure and capabilities must support 24/7 operations with resources available to both CONUS and OCONUS Participants.	Vol. 1B: Factor 2, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.4.7	The EAP web presence will use the ".org" URL domain space.	Vol. 1B: Factor 2, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.5	THE CONTRACTOR IS REQUIRED TO PROVIDE NETWORK REDIRECTION SERVICES TO REDIRECT MILITARYONSOURCE.COM WEB TRAFFIC TO THE MILITARYONESOURCE MIL SITE	Vol. 1B: Factor 2, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.5.1	This requires the ability to interrogate incoming .com requests, identify specific data in the request and redirect it to a specific page on the .MIL website (reference Section J-21).	Vol. 1B: Factor 2, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	
C – PWS 4.5.2	This requires the ability to redirect specific MOS .COM e-mail traffic to specific MOS .MIL addresses	Vol. 1B: Factor 2, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 5.0	NON-MEDICAL COUNSELING OBJECTIVE - To provide private, confidential non-medical counseling utilizing a short-term, solution focused counseling EAP model for eligible Participants.	Vol. 1A: Factor 1, Subfactor 1 (p.2-3, 6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.0.1	MOS non-medical counseling (reference Section J-32).	Vol. 1A: Factor 1, Subfactor 1 (pp. 5-6,)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.0.2	Non-medical counselors may NOT self-refer for clinical mental health counseling, treatment and/or therapy. At the time a Participant is determined to need clinical mental health counseling, treatment and/or therapy, the Contractor is to provide a warm hand-off or referral directly to TRICARE or the MTF for Active Duty and their families.	Vol. 1A: Factor 1, Subfactor 1 (p. 6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.1	CONFIDENTIALITY (reference Section J-27).	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.2	INFORMED CONSENT	Vol. 1A: Factor 1, Subfactor 1 (pp. 6-7)			
C – PWS 5.3	DUTY TO WARN/MANDATED REPORTS	Vol. 1C: Factor 3, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4	DOCUMENTATION	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.1	Documentation as required on all non-medical counseling. s (reference Section J-3)	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.2	Formal documentation of all non-medical counseling pertaining to all MOS Participants is required	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.3	Case notes (reference Section J-3) must comply with legal requirements as required by state laws or regulations and must routinely be submitted in the Government CMS within 15 calendar days after each session.	Vol. 1A, Factor 1 (p.5), Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.4	In the event of an adverse incident, follow prescribed policies and procedures listed in Section J-31.	Vol. 1C: Factor 3, Subfactor 2 (pp.9-10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 5.4.5	Documentation of V-code indicators.	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.6	Case closure summaries (reference Section J-3) are required for all case records.	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.4.7	<u>A separate and distinct non-medical counseling case record is maintained for each Participant that is never part of, or stored with any other Participant related record.</u>	Vol. 1C: Factor 3, Subfactor 2 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.5	NON-MEDICAL COUNSELING REFERRALS	Vol. 1B: Factor 2, Subfactor 1 (pp.3-4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 5.5.1	If the Participant requests non-medical counseling during the initial contact, the Contractor shall ascertain if the Participant's issues are in scope for services (reference Section J-32).	Vol. 1B: Factor 2, Subfactor 1 (pp.3-4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 5.5.2	The Contractor shall attempt to satisfy Participant preferences regarding age, gender, culture, and language when providing a warm handoff or referral for non-medical counseling.	Vol. 1B: Factor 2, Subfactor 1 (pp.3-4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 5.6	PARTICIPANT FEEDBACK	Vol. 1A: Factor 1, Subfactor 3 (pp.19-20)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.7	NOTIFICATION OF ADVERSE INCIDENT (reference Section J-31).	Vol. 1C: Factor 3, Subfactor 2 (pp.9-10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 5.8	REQUIREMENTS FOR ALL NON-MEDICAL COUNSELING	Vol. 1A: Factor 1, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.8.1	Procedures for responding to Duty to Warn and Mandated Reporting situations (reference Sections J-3, 12, 13, 14, 15, & 30).	Vol. 1C: Factor 3, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 5.8.2	Approach and processes to manage network providers, ensuring timeliness and efficiency and avoiding disruption or degradation of services. (reference Sections J-29 & 32).	Vol. 1A: Factor 1, Subfactor 2 (pp.11,13,15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.8.3	MOS staff and network providers will verify eligibility for services. t (reference Section J-6).	Vol. 1A: Factor 1, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9	CREDENTIALING	Vol. 1A: Factor 1, Subfactor 2 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9.1	non-medical counseling verification of Criminal History Background Check. (reference Section J-17). (reference Section J-30).	Vol. 1A: Factor 1, Subfactor 2 (pp.11,13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9.2	Non-medical counselor’s education, experience and licensing/certification requirements. (reference Sections J-12 & 30).	Vol. 1A: Factor 1, Subfactor 2 (p.13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9.3	Credentialing for non-medical counseling (face-to-face, telephonic, and online): the MOS counselor MUST BE licensed in the State in which the Participant is receiving the services. If the Participant is receiving telephonic or online counseling while located OCONUS, the MOS counselor may be licensed in any state.	Vol. 1A: Factor 1, Subfactor 2 (pp.11-12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9.4	Network provider supervisors education, experience and licensing/certification requirements. .	Vol. 1A: Factor 1, Subfactor 2 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 5.9.5	Proof that the counselors/network providers and supervisors licensure, credentials, proof of insurance, required experience and background checks are current and proper for performance under this contract.	Vol. 1A: Factor 1, Subfactor 2 (pp.13,15-16)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.0	HEALTH AND WELLNESS COACHING PROGRAM OBJECTIVE	Vol. 1A: Factor 1, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1	MINIMUM REQUIREMENTS FOR HEATH AND WELLNESS COACHING PROGRAM	Vol. 1A: Factor 1, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 6.1.1	Coaching sessions are provided, by appointment, telephonically and/or web-based or via the internet through web-based applications approved by the Government.	Vol. 1A: Factor 1, Subfactor 1 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.2	Sessions may be conducted pertaining to: Weight Management, Fitness and Exercise, Healthy Eating Habits, General Health and Wellness, Military Physical Fitness Test.	Vol. 1A: Factor 1, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.3	The Contractor shall provide Documentation in the Government CMS of coaching sessions. (reference Section J-3)	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 6.1.4	Participant requests health and wellness coaching screening for scope of service.	Vol. 1A: Factor 1, Subfactor 1 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.5	The Contractor shall not utilize a Health and wellness coach screening and background checks. , (reference Section J-17). (reference Section J-30).	Vol. 1A: Factor 1, Subfactor 1 (pp. 6-8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.6	Participant's feedback of health and wellness coaching.	Vol. 1A: Factor 1, Subfactor 3 (pp.18-19)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 6.1.7	Coordination of the MOS Health and Wellness Coaching Program.	Vol. 1A: Factor 1, Subfactor 1 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.8	Annually certification and proof of health and wellness coaches and supervisors credentials, required experience and background checks are current and proper for performance under this contract.	Vol. 1A: Factor 1, Subfactor 2 (p.14-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 6.1.9	Ensuring all health and wellness coaches are knowledgeable of each branch (Army, Navy, Air Force and Marine Corps) physical fitness standards (reference Section J-19a thru f).	Vol. 1A: Factor 1, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.0	Financial counseling OBJECTIVE (reference Section J-5k)	Vol. 1A: Factor 1, Subfactor 1 (pp.8-9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 7.1	REQUIREMENTS FOR FINANCIAL COUNSELING	Vol. 1A: Factor 1, Subfactor 2 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.1.1	Government guidelines regarding employment and conflicts of interest (reference Section J-16).	Vol. 1A: Factor 1, Subfactor 1 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.1.2	The Contractor shall inform the Government MOS Program Office (COR and Government PM) of any MOS financial counselors that have been placed on probation and/or remediation or have been removed from the network and reason for removal.	Vol. 1A: Factor 1, Subfactor 2 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.1.3	This type of counseling shall be provided by appointment, telephonically or face-to-face. Appointments will be available during normal network provider business hours, to include evenings and weekends, but will not be expected to be offered 24/7. Though appointments are not expected to be provided 24/7, financial counseling sessions delivered telephonically must be able to accommodate foreign time zones for Participants located OCONUS.	Vol. 1A: Factor 1, Subfactor 1 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.1.4	In cases of extreme financial hardship, threat of deprivation, or other similar circumstances, financial counselors shall ensure that Participants are referred to the appropriate military resources such as Relief Societies; installation banks/credit unions, Chaplains, other state, federal, local and veterans' organizations, and other resources as appropriate.	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.1.5	MOS financial staff and network financial counselors shall provide individualized personal financial management, financial planning, and referral services when applicable, to Participants. However, MOS financial staff and financial counselors shall never give specific financial investment advice related to specific investment funds/opportunities.	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.2	MINIMUM REQUIREMENTS FOR TAX FILING SERVICES	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.2.1	Contractor is required to offer telephonic tax assistance consultations to assist Participants with their tax filing questions.	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.2.2	Contractor shall develop a list of most frequently asked/answered tax questions and post these questions to the Government-owned militaryonesource.mil public website.	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
C – PWS 7.2.3	Contractor shall provide contact information to MOS Participants for local military installation tax service support.	Vol. 1A: Factor 1, Subfactor 1 (p.9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 7.2.4	Contractor shall establish quality control procedures for tax service support specific to military tax issues.	Vol. 1A: Factor 1, Subfactor 3 (p.20)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 7.2.5	Contractor shall provide a monthly status on usage, by month and cumulative, for state and Federal filings and report this data IAW Monthly Status and Progress Report requirements. The Contractor shall obtain Government approval of the tax assistance support plan prior to implementation on each option period.	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 8.0	STRATEGIC OUTREACH OBJECTIVE	Vol. 1C: Factor 3, Subfactor 4 (pp 13-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1	MINIMUM REQUIREMENTS FOR STRATEGIC OUTREACH	Vol. 1C: Factor 3, Subfactor 4 (pp 13-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.1	Materials shall be branded or identified in a manner directed and approved by the Government as MOS materials.	Vol. 1C: Factor 3, Subfactor 4 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.2	Materials shall be reviewed and updated to maintain relevance and accuracy.	Vol. 1C: Factor 3, Subfactor 4 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.3	As directed by the Government MOS Program Office (COR and Government PM), the Contractor shall replenish materials.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.4	As directed by the Government MOS Program Office (COR and Government PM), the Contractor shall provide content and facilitation for online webinars and moderated chats on EAP topics and topics of interest to the military community.	Vol. 1C: Factor 3, Subfactor 4 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.5	The Contractor shall provide worldwide distribution services for all materials. Materials may be requested through the MOS toll-free number or an online fulfillment application provided by the Government and will reside on the MilitaryOneSource.mil website.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.6	The Contractor shall provide warehouse, inventory management and distribution for all materials	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 8.1.7	The Contractor shall ship materials out within 2 business days from the receipt of the request using the most cost effective, trackable method of delivery.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.1.8	Event support.	Vol. 1C: Factor 3, Subfactor 4 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.2	FULFILLMENT INTERFACE (reference Sections J-24 & 39).	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3	FULFILLMENT REQUIREMENTS	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3.1	The Data requests shall contain PII so protecting it is of paramount importance. All PII data communications between the Government and Contractor systems must be encrypted.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3.2	Communications shall be provided through a transaction based SOAP web service and an API provided by the Contractor that the Government can send the fulfillment requests to.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3.3	A monthly catalog file, in comma separated values (CSV) file format, shall be provided by the Contractor of the fulfillment materials being offered by the EAP Contractor. The data shall be included in the Government's online fulfillment catalog for ordering through the SOAP web service.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3.4	A monthly catalog file, in CSV file format, shall be provided by the Contractor of all fulfillment materials with the number in stock.	Vol. 1C: Factor 3, Subfactor 4 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
C – PWS 8.3.5	A monthly report, in CSV file format, shall be provided to the Government of all fulfillment requests processed (reference Section J-45).	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 9.0	JOINT FAMILY SUPPORT ASSISTANCE PROGRAM (JFSAP) OBJECTIVE -	Vol. 1C: Factor 3, Subfactor 3 (pp. 11-13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 9.1	MINIMUM REQUIREMENTS OF JOINT FAMILY SUPPORT ASSISTANCE PROGRAM -	Vol. 1C: Factor 3, Subfactor 3 (pp. 11-13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
C – PWS 9.1.1	JFSAP consultant support services., and provide materials for up to 80 events per month.	Vol. 1C: Factor 3, Subfactor 3 (p.12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
C – PWS 9.1.2	JFSAP consultants will collaborate with programs & services to build coalitions and connect Federal, state, and local resources and non-profit organizations to Active Duty, Guard and Reserve families (reference Section J-40).	Vol. 1C: Factor 3, Subfactor 3 (pp 11-12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
C – PWS 9.1.3	JFSAP consultants shall provide and document the following services and resources on a reporting form provided by the Government (reference Section J-41).	Vol. 1C: Factor 3, Subfactor 3 (pp 11-12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
C – PWS 10.0	PROGRAM MANAGEMENT OBJECTIVE	Vol. 1C: Factor 3, Subfactor 1 (pp.1-2)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1	MINIMUM REQUIREMENTS FOR PROGRAM MANAGEMENT	Vol. 1C: Factor 3, Subfactor 1 (p.2)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.1	Recruiting, hiring, training and managing a professional staff which maximizes employment of military spouses, Wounded Warriors and veterans.	Vol. 1C: Factor 3, Subfactor 1 (pp. 2, 4-6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.2	Training program and methodology	Vol. 1C: Factor 3, Subfactor 1 (pp.2, 6-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.3	The Contractor shall develop and maintain internal business processes, tools and technical expertise to integrate all elements of the MOS requirements to support and maintain a system of counselors and support staff at a level of readiness over the contract's period of performance.	Vol. 1C: Factor 3, Subfactor 1 (p.1)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.4	No formal written modifications of processes, policies or procedures can be implemented without written acknowledgement from the Government MOS Program Office (COR and Government PM).	Vol. 1C: Factor 3, Subfactor 1 (p.4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.1.5	The Contractor shall adhere to Government provided policies and procedures for each type of service delivery (reference Section J).	Vol. 1C: Factor 3, Subfactor 1 (p.1)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.6	The Contractor shall develop and maintain a management process to meet Section 508 of the Workforce Investment Act of 1998 and all DoD security requirements as applicable.	Vol. 1C: Factor 3, Subfactor 1 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.7	The Contractor shall comply with the DoD Directives and Instructions, to include all future updates, referenced in Section J.	Vol. 1C: Factor 3, Subfactor 1 (p.1)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.8	The Contractor will be required to work collaboratively with the Government and other Government Contractors to present a unified, cohesive effort in delivering EAP services to Participants, to include roundtable meetings with the Government as directed.	Vol. 1C: Factor 3, Subfactor 1 (p.5)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.9	The Contractor shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.	Vol. 1C: Factor 3, Subfactor 1 (p.4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.10	MOS contract staff and network providers, health and wellness coaches, and financial counselors are not authorized to speak to the media/press regarding MOS or their work with MOS Participants without specific written approval from the Government MOS Program Office (COR and Government PM).	Vol. 1C: Factor 3, Subfactor 1 (p.4)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.11	The Contractor must establish and maintain a customer-service atmosphere of respect and concern for every Service member or family member, regardless of grade/rank, race, color, national origin, sex, religion, age, or disability IAW guidance issued by DOJ, DHHS, DOL, and the Small Business Administration (SBA).	Vol. 1C: Factor 3, Subfactor 1 (p.3)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.1.12	The Contractor shall provide quarterly updates on the performance plan related to the Quality Assurance Surveillance Plan (QASP).	Vol. 1C: Factor 3, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2	TRAINING	Vol. 1C: Factor 3, Subfactor 1 (p.5)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.1	The Government will provide initial training for utilization of the Government CMS in a curriculum that can be provided in a “train the trainer” format. Ongoing virtual training will be available thereafter.	Vol. 1C: Factor 3, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.2.2	All training pertaining to the MOS Program must be reviewed and approved by the Government MOS Program Office prior to utilization of the training program or module. (reference Section J-12, 13, 14, 15 & 30). (reference Section J-12).	Vol. 1C: Factor 3, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.3	The Contractor shall design and implement a method for regularly updating personnel on current/emerging issues pertaining to military life.	Vol. 1C: Factor 3, Subfactor 1 (p.6-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.4	All required training, including vendor specific subject matter tests, must be completed successfully prior to being referred to or working with a MOS Participant. Training must be renewed on an annual basis.	Vol. 1C: Factor 3, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.5	Training certification.	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.6	Annual verification of credentials of the non-medical counselor staff and network providers to include non-medical counseling supervisory staff.	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.2.7	The Contractor shall update training when appropriate and such will be approved by the Government	Vol. 1C: Factor 3, Subfactor 1 (p.6)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.3	MONTHLY REPORTS OBJECTIVE	Vol. 1C: Factor 3, Subfactor 2 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4	MINIMUM REQUIREMENTS FOR MONTHLY REPORTS	Vol. 1C: Factor 3, Subfactor 2 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.1	The Government will have ten (10) business days for review and acceptance/rejection of the monthly contracting and financial disbursement reports.	Vol. 1C: Factor 3, Subfactor 2 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.2	In the event that the Government rejects either of these reports, completely or in part, the Contractor will have (10) business days to resubmit the report to the Government.	Vol. 1C: Factor 3, Subfactor 2 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.4.3	The Contractor shall capture and report all Participant contacts by Military Service and installation, Service member or family member, to include Guard and Reserve, on a monthly basis. A complete list of the current military installations can be found at the following link: http://www.militaryinstallations.dod.mil	Vol. 1C: Factor 3, Subfactor 2 (p.7-8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.4	Required Data in Reports – The monthly reports shall include, but will not be limited to: (reference Sections J-4 & Appendix B).	Vol. 1C: Factor 3, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.5	The Contractor will also submit a report, including totals of all reporting requirements listed above, not later than 60 days after the end of each option period.	Vol. 1C: Factor 3, Subfactor 2 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.6	In addition to the monthly reports, the Contractor will deliver ad-hoc reports to the Government MOS Program Office as required. These ad-hoc reports often have very short suspense times and average three to five (3- 5) per month.	Vol. 1C: Factor 3, Subfactor 2 (p.8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.4.7	The Contractor shall provide all Government documents and intellectual property, to include all CMS cumulative data, in an .xml format within 15 days of contract completion	Vol. 1C: Factor 3, Subfactor 2 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.5	QUALITY CONTROL OBJECTIVE	Vol. 1A: Factor 1, Subfactor 3 (p.20)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6	MINIMUM REQUIREMENTS FOR QUALITY CONTROL	Vol. 1A: Factor 1, Subfactor 3 (p.21)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.1	The Contractor shall identify, within the Quality Control Plan, the measures necessary for monitoring performance for all MOS operations to meet minimum standards in the QASP.	Vol. 1A: Factor 1, Subfactor 3 (p.21)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.2	The Contractor shall maintain and provide all records and reports pertaining to quality assurance.	Vol. 1A: Factor 1, Subfactor 3 (p.21)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.3	Service delivery information focusing on key quality factors	Vol. 1A: Factor 1, Subfactor 3 (p.21)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.6.4	The Contractor shall review several sources of information to identify patterns and trends.	Vol. 1A: Factor 1, Subfactor 3 (p.21)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.5	The Contractor shall be able to demonstrate (at any time) to the Government MOS Program Office (COR and Government PM) or the CO, in writing, that the MOS staff and network providers, health and wellness coaches, and financial counselors are providing appropriate support to Service members and their families.	Vol. 1C: Factor 3, Subfactor 2 (pp 10-11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.6	The Quality Control Plan for all non-medical counseling for MOS will meet, at a minimum, a level consistent with the COA Performance and Quality Improvement (PQI) standards. (reference Section J-5ee).	Vol. 1A: Factor 1, Subfactor 3 (p.22)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.7	The Contractor shall conduct reviews of case records for non-medical counseling to evaluate the presence, clarity, quality and continuity of required documents using uniform forms to ensure consistency(reference Sections J-4 & 5ee).	Vol. 1A: Factor 1, Subfactor 3 (pp.22-23)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.8	All cases identified as an adverse incident shall be reviewed for quality assurance and risk management by the Contractor and the MOS Program Office (COR and Government PM) (reference Section J-31).	Vol. 1A: Factor 1, Subfactor 3 (p.24)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.6.9	The Contractor shall provide PQI standards to include the use of data to identify areas of needed improvement and implement improvement plans in support of achieving performance targets, program goals, Participant satisfaction, and positive Participant outcome.	Vol. 1A: Factor 1, Subfactor 3 (p.24)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.7	CASE MANAGEMENT OBJECTIVE	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 10.8	CASE MANAGEMENT SYSTEM ACCESS REQUIREMENTS	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 10.8.1	All communications to and from the CMS will use encrypted communication protocols between the CMS hosts and the end user terminals (Hypertext Transfer Protocol Secure (HTTPS)) (reference Section J-20). The CMS demo can be found at the following link: http://MCFPCMS.Demo.defenseweb.com	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 10.8.2	All communications to the CMS will be IAW DoDD 8500.1 and DoDI 8500.2 compliant hosts, computers or terminals (reference Sections J-5q and J-5x).	Vol. 1B: Factor 2, Subfactor 1 (pp.6-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.8.3	All users of the CMS must obtain and maintain a valid DoD approved External Certification Authority (ECA) user certificate or maintain a DoD compliant user id and password http://iase.disa.mil/pki/eca/index.html	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 10.8.4	The Contractor shall provide the number and role of users that will require access to the Government CMS (reference Section J-20).	Vol. 1B: Factor 2, Subfactor 1 (p.7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
C – PWS 10.9	INFORMATION TECHNOLOGY (IT) AND INFORMATION ASSURANCE (IA) SERVICES	Vol. 1B: Factor 2, Subfactor 3 (p.10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.1	Contractor must submit to the Government written full risk assessments before modifications are deployed on systems and applications used for MOS.	Vol. 1B: Factor 2, Subfactor 3 (p.12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.2	Establish DIACAP compliant C&A packages on all Contractor systems at a mission assurance category (MAC) level Three and confidentiality level (CL) of Sensitive.	Vol. 1B: Factor 2, Subfactor 3 (p.11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.3	Establish a robust vulnerability management capability that ensures standardized vulnerability testing, analysis, and reporting.	Vol. 1B: Factor 2, Subfactor 3 (pp 11-12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.4	Provide an Incident Response capability that follows required reporting requirements and quickly isolates, investigates, and remediates security incidents.	Vol. 1B: Factor 2, Subfactor 3 (p.12)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.5	The Contractor shall meet all IA requirements IAW the most current DoD 8500 series of instructions. The Contractor shall deliver compliant, applicable IA controls as listed in DoDI 8510.01 (reference Section J-5y).	Vol. 1B: Factor 2, Subfactor 3 (p.11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.6	The Contractor shall provide personnel appropriately certified to support the IA functions they perform IAW DoDD 8570.01 (reference Section J-5z).	Vol. 1B: Factor 2, Subfactor 3 (pp.10-11,15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 10.9.7	The Contractor shall meet all IA requirements as defined in the DISA Secure Technical Implementation Guidance (STIGs) except as authorized in writing by the Designated Accrediting Authority (DAA).	Vol. 1B: Factor 2, Subfactor 3 (p.11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 10.9.8	The Contractor must demonstrate they possess the knowledge and resources to achieve an Interim Authority to Operate (IATO) within 120 days of award. The full Authority to Operate (ATO) is required within 180 days of the date the IATO was issued.	Vol. 1B: Factor 2, Subfactor 3 (p.11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0	RETURN TO OPERATION (RTO) / DISASTER CONTINUITY OF SERVICES	Vol. 1B: Factor 2, Subfactor 3 (pp 12-13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.1	The Contractor's EAP web presence must meet a Return to Operation (RTO) of 24 hours for any catastrophic disaster or service interruptions.	Vol. 1B: Factor 2, Subfactor 3 (p.13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.2	The Government CMS application has a RTO of 24 hours for any catastrophic disaster or service interruptions.	Vol. 1B: Factor 2, Subfactor 3 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.3	The Call Center phone system must meet a RTO of 5 seconds or less for any catastrophic disaster or service interruptions.	Vol. 1B: Factor 2, Subfactor 3 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.4	In the event of a disaster, either natural or man-made, the Contractor shall be able to maintain normal Call Center operations with no loss of data.	Vol. 1B: Factor 2, Subfactor 3 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.5	The Contractor shall demonstrate capability for continuity of services to include redundancies for all MOS Call Center operations and systems.	Vol. 1B: Factor 2, Subfactor 3 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.6	Contractor shall develop and implement procedures to address organizational policy to prevent loss of the Call Center services caused by disasters (reference Section J-10).	Vol. 1B: Factor 2, Subfactor 3 (p.13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.7	Contractor shall develop a test plan and execute it at least annually to ensure complete system shutdown is avoided and all MOS Call Center services remain available throughout any disaster or crisis situation.	Vol. 1B: Factor 2, Subfactor 3 (p.13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.8	The Contractor shall describe the company's current disaster continuity of services plan, which will include when it was last tested and type of testing performed.	Vol. 1B: Factor 2, Subfactor 3 (p.13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 11.0.9	The Contractor's disaster continuity of services procedures provide no down time and no loss of data.	Vol. 1B: Factor 2, Subfactor 3 (p.14)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.10	The Contractor shall provide sufficient security to protect the confidentiality, integrity, and availability of the data IAW all applicable federal laws, regulations, policies, and industry standards.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.11	Annual third party security assessments will be performed to ensure the ongoing effectiveness of the IA programs and shall be provided to the COR.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.12	Contractor shall ensure all data collection and storage systems provided for DoD information adhere to all applicable Federal Laws, DoD regulations and policies, State laws, and industry standards.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.13	Contractor shall ensure that all electronic data collection and storage systems are designed with access controls, comprehensive intrusion detection, and virus protection.	Vol. 1B: Factor 2, Subfactor 3 (pp.12,13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.0.14	All Contractor users with root access (console/terminal access) to any equipment or applications belonging to or used by the MOS project must be US Citizens.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.1	ALL CONTRACTOR USERS WITH ACCESS TO VIEW OR MANIPULATE MOS DATA SHALL COMPLETE ANNUAL IA AND PII TRAINING	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.1.1	Federal Information Systems Security (ISS) Awareness (for non-DoD Personnel) http://iase.disa.mil/eta/	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.1.2	PII: http://iase.disa.mil/eta/	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.1.3	A monthly user report shall be provided to the Government IA Manager (IAM) for all users of the MOS CMS with the date each course was completed. This will be in spreadsheet format.	Vol. 1C: Factor 3, Subfactor 2 (p.11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 11.2	11.2 DATA USE, DISCLOSURE OF INFORMATION AND HANDLING OF SENSITIVE INFORMATION	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.1	Anything made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the CO.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.2	If public information is provided to the Contractor for use in performance or administration of this effort, the contractor, except with the written permission of the CO, may not use such information for any other purpose.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.3	The Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.4	Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.5	Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except as authorized by Government personnel or upon written approval from the CO.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.2.6	Under the provisions of the Rights in Data General Clause (52.227-14), all data received, processed, evaluated, loaded, and/or created as a result of this contract shall remain the sole property of the Government.	Vol. 1B: Factor 2, Subfactor 3 (p.15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
C – PWS 11.3	MILITARY ONESOURCE PROGRAM TRANSITION			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.1	Contractor shall design an interface to connect their existing commercial EAP services with the Government MOS website.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.2	The Transition Plan shall discuss the process for transferring services and associated data.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.3	Call Center shall respond to 100% of incoming calls at 91 days after contract award.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.4	At the end of the 90-day transition-in period, Quality Assurance metrics will be met and all Government Furnished Information and Government Furnished Property will be transferred and fully integrated into the MOS Program.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
C – PWS 11.3.5	Content of Education and Information materials (for Participant download or mailing) will be available for DoD review no later than 90 days after contract award.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.6	The Transition Plan shall identify quality assurance measures that will allow the Government to exercise its responsibilities for monitoring contractor performance.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.7	The Contractor shall obtain necessary ECAs (reference Section J-3), as needed, for MOS JFSAP consultants.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.8	The Contractor shall deliver a project plan and timeline to achieve an IATO within 120 days of award. The full ATO is required within 180 days of the date the IATO was issued.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.9	Transition Reporting Requirements			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
C – PWS 11.3.10	The contractor shall implement a 3 month transition in period to transfer services from the current contractor.			Tab C.1 (pp. 32-33), Tab D.9: CLIN X010	Vol. IV (pp. 14-22), Attachment 5, 6
E – INSPECTION AND ACCEPTANCE					
ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.					
F - DELIVERIES OR PERFORMANCE					
ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.					
G - CONTRACT ADMINISTRATION DATA					
ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.					
H – SPECIAL CONTRACT REQUIREMENTS					
H.1 - H.9	Transition Requirements, Save Harmless and Indemnity, Clause Modifications, Conflict of Interest, Organizational and Counselor/Consultant Conflicts of Interest, Supervision of Contractor Employees, Removal of Contractor Personnel, Notice to the Government of Delays, Non-Payment for Additional Work	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.10 (a)-(f)	Key Personnel				Vol. IV (pp. 4-6), Attachment 1
H.11	Permits and Licenses	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.12	Confidentiality				
H.13, 1) - 4)	Travel				
H.14	Security: U.S. Citizenship/Security Clearance, Security Requirements, Common Access Card (CAC), Section 508 Compliance, Privacy Act, and P.D.F. Security, Minimum Data Element (MDE) Compliance	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.15	Standards				
H.16	Representation				
H.17	Coordination and Communication				
H.18	Contractor Attire				
ValueOptions will continue to comply with stated requirements and is prepared to					

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SECTION B – SUPPLIES OR SERVICES AND PRICES					
H.19	Training	comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.20	Small Business Participation Reporting and Compliance				
H.21	Subcontracting Compliance	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.22	Electronic Transmission of Proprietary Data				
H. 24 (24.1 - 24.9)	Data Use, Disclosure of Information, and Handling of Sensitive Information: (24.1-24.9)				
H.25	Intellectual Property Rights	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.26	Ownership of the Military OneSource (MOS) Logo, Web Address, 1-800 Telephone Number and Other MOS Related Materials				
H.27	H.27 Services For This Agreement				
H.28 a) – b)	Post Award Evaluation of Contractor Performance	ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
H.29 (a)-(c)	Authorized Changes only by the CO				
I – CONTRACT CLAUSES					
ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.					
J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.					
K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
K.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)				Vol. IV Attachment 3
K.2	Authorized Signatory for Certifications and Representations of the Offeror				Vol. IV Attachment 3
K.3	Authorized Negotiators				Vol. IV Attachment 3
K.4	Contact for Contract Administrator				Vol. IV Attachment 3
K.5	DUPLICATION OF COST				Vol. IV Attachment 3
K.6	CONFLICT OF INTEREST CERTIFICATION				Vol. IV Attachment 3
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS					
L.1 – L.17		ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
L-18	Risk				Vol. IV (pp. 14-22), Attachment 5, 6

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18	Responsibility Determination				Vol. IV (p. 22-35), Attachments 7 - 10
L.18 - Factor 1 : Non Medical Counseling (Subfactor I)	Subfactor I: Technical Capability & Approach - Reference PWS 5.0, 5.0.1, 5.0.2, 5.2, 5.8.3, 6.0, 6.1, 6.1.1, 6.1.2, 6.1.4, 6.1.5, 6.1.7, 6.1.9, 7.0, 7.1.1, 7.1.3, 7.1.4, 7.1.5, 7.2, 7.2.1–7.2.3 The Offeror shall describe its technical capability, understanding and approach to deliver private, confidential non-medical counseling services to eligible participants intended to be solution focused, short-term for defined problem areas amenable to brief intervention that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.	Vol. 1A: Factor 1, Subfactor 1 (pp.2-9)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
L.18 - Factor 1 : Non Medical Counseling (Subfactor II)	Subfactor II: Network & Credentials - Reference PWS 5.8, 5.8.2, 5.9, 6.1.8, 7.1, 7.1.2 The Offeror shall demonstrate its ability to provide access to a national network of trained, licensed, credentialed, certified, and experienced non-medical counselors (Master's Degree) that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall develop and implement an approach and process to manage network providers, ensuring timeliness and efficiency and avoiding disruption or degradation of services. This approach shall account for the complexities of network providers providing field services and shall also account for short notice or immediate requirements that require expedient response (e.g., Duty to Warn). The Contractor's network shall ensure access to face-to-face counseling is within fifteen miles or thirty minutes drive time of the Participant. The Offeror shall discuss its ability and approach to ensure the credentialing requirements of the resultant contract are met and maintained. The Offeror shall discuss its processes and procedures to ensure all counselors undergo a criminal history background check and fingerprint check as required. The Offeror shall discuss its approach to annually certify and be able to demonstrate (at any time) to the Government MOS Program Office or the CO, in writing, that the counselors/network providers and supervisors licensure, credentials, proof of insurance, required experience, background checks and fingerprint checks are current and proper for performance under this contract.	Vol. 1A: Factor 1, Subfactor 2 (pp. 9-17)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X010	
L.18 - Factor 1 : Non Medical Counseling (Subfactor III)	Subfactor III: Quality Assurance - Reference PWS 4.2.11, 5.6, 6.1.6, 7.2.4, 10.5, 10.6, 10.6.1–10.6.4, 10.6.6–10.6.9 The Offeror shall describe its process and procedure for gathering feedback to ensure a consistent high level of quality that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall develop, implement and maintain a Quality Control Plan (QCP) to monitor performance for all Military OneSource operations and to meet or exceed minimum standards in the QASP. The QCP for all Non-Medical counseling will meet, at a minimum, a level consistent with the Council on Accreditation (COA) or Utilization Review Accreditation Commission (URAC) Performance and Quality Improvement (PQI) standards.	Vol. 1A: Factor 1, Subfactor 3 (pp. 17-25)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

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SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 2: Call Center/Website Operations (Subfactor I)	<p>Subfactor I: Call Center Operations: Reference PWS 4.1, 4.2-4.2.10 2, 4.2.12-4.2.17, 5.5, 10.7, 10.8</p> <p>The Offeror shall describe its technical capability, understanding and approach to deliver call center operations encompassing all resources and development of resources, processes, personnel, materials, equipment, and technology necessary to provide CONUS/OCONUS Participants with unlimited access (via 24-hour, toll-free telephone and on-line/Internet) to stateside and international information, translation, referral and counseling services available through a centralized source that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments, while ensuring compliance with Section 508. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall describe how its staff meets or exceeds the education, experience, skills, and knowledge/understanding required to operate a 24/7 EAP call center. The Offeror shall describe its general processes/procedures (e.g., schematic and text description of the call flow, approach to manage spikes in call volume), call escalation (e.g., Duty to Warn), and after hour procedures/protocols.</p> <p>The Offeror shall describe how its technical infrastructure provides back up Call Center capability with a Return to Operation (RTO) of 5 seconds or less for any catastrophic disaster or service interruptions.</p> <p>The Offeror shall describe its technical capability, understanding and approach to perform warm hand-offs ensuring that Participants do not have to repeat their story or issue when a third party agency is engaged. The approach shall be clearly delineated by service delivery type (e.g., SECO RFP # D12PS50899 – Military OneSource Program, MyCAA, MSEP, MFLC, TRICARE, MTF, FAP, SARC, Victim Advocacy, Specialty Consultations for Wounded Warriors (DoD, VA, DoL)).</p> <p>The Offeror shall describe its technical capability, understanding and approach to protect the confidentiality, integrity, and availability of data in accordance with all applicable Federal laws, regulations, policies, and industry standards. The Government requires that MOS services (1-800 Call Centers) are available 24/7 despite any natural or man-made disasters, in which case, the MOS telephone number will serve as the primary DoD-wide information source. The Offeror shall describe how it will populate the Government provided Case Management System (CMS) in real time.</p> <p><i>The Offeror's proposal shall illustrate its approach on establishing and maintaining working relationships with</i></p>	Vol. 1B: Factor 2, Subfactor 1 (pp.1-8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X010	
L.18 - Factor 2: Call Center/Website Operations (Subfactor II)	<p>Subfactor II: EAP Web Presence Reference PWS 4.3, 4.4, 4.5</p> <p>The Offeror shall describe its technical capability, understanding and approach to maintain a web presence that supports EAP online services offered only to eligible Participants that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Contractor shall provide an IT Integration Plan that describes how the EAP web presence will interface and visually blend with the Government public website (militaryonesource.mil). The Contractor's web presence will meet the standards of Section 508.</p> <p>The Contractor shall demonstrate its ability to provide a single entry point into the EAP services with a secure login capability. The Contractor's technical infrastructure and capabilities must support 24/7 operations with resources available to both CONUS and OCONUS Participants.</p>	Vol. 1B: Factor 2, Subfactor 2 (pp.8-10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 2: Call Center/Website Operations (Subfactor III)	<p>Subfactor III: IT & IA Services; Return to Operation/Disaster Recovery</p> <p>The Offeror shall describe its technical capability, understanding and approach to provide expert level IT & IA support to establish, maintain, and enhance a robust, DISA/DoD compliant IA capability that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The scope of this IA support shall include IA Project Management, Risk and Compliance Management, DIACAP Compliant Certification and Accreditation (C&A), Vulnerability Analysis, Assessment and Reporting, Security Engineering and Integration, and Security Incident Response.</p> <p>The Offeror shall describe its technical capability, understanding and approach to disaster recovery that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments, and for Return to Operation (RTO) of web presence and Call Center operations with no loss of data. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall describe how it will capture data in the event that the Government provided CMS is unavailable and how the data will be updated once it has returned to operation. The Offeror shall describe how it will avoid complete system shutdown, maintain all services throughout any disaster or crisis situation, and provide sufficient security to protect all data. The description shall contain both internal and third party testing/assessments and ensures users with root access (console/terminal) to any equipment or applications belonging to or used by the MOS project are US Citizens.</p> <p>The Offeror shall clearly explain how it will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of sensitive information. The Offeror shall acknowledge that in accordance with FAR clause 52.227-17, all data received, processed, evaluated, loaded, and/or created as a result of this contract shall remain the sole property of the Government.</p>	Vol. 1B: Factor 2, Subfactor 3 (pp. 10-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 3: Program Management (Subfactor I)	<p>Capability & Approach to Perform Program & Financial Management: Reference PWS 10.0, 10.1, 10.1.1–10.1.11, 10.2, 10.2.2–10.2.4, 10.2.7</p> <p>The Offeror shall demonstrate, from a management’s perspective, how it will integrate all elements of the MOS requirement to support and maintain a system of counselors, and support staff at a level of readiness over the contract’s period of performance (e.g., warm hand-offs, world-wide service delivery, back up Call Center support, peak usage/spikes in call volume) that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments.</p> <p>The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government. The Offeror shall submit a management plan (e.g., manager/employee ratios, management oversight, organizational charts showing lines of authority and responsibility) to describe its processes and business practices to ensure the Offeror has a clear, comprehensive, and acceptable approach to managing and executing all aspects of the MOS program. The Offeror shall discuss the interface between the CO, COR and Government Program Manager to the Offeror’s Program Director or Manager, Deputy Program Director or Manager, Director of Call Center Operations, Director of Non-Medical Counseling, Director of Quality Control, Director of IT/Communication, Information Security Manager, and Contract Administrator. The Offeror shall describe their management structure, procedures, and agreements, delineating how the ontract will be managed over the 5 year period (inclusive of option periods), including a methodology for managing all subcontractors performing this requirement.</p> <p>The Offeror shall establish a program management team of key personnel to assure the consistent delivery of high quality services. The Offeror shall complete the fill in clause in Section H.10(f). The Offeror shall submit resumes, letters of commitment for all Proposed Key Personnel demonstrating knowledge and experience in dealing with military quality of life programs and services. All resumes shall be signed by the individual and an authorized company representative certifying the accuracy of the information contained therein. Resumes shall</p>	Vol. 1C: Factor 3, Subfactor 1 (pp1-7)		Tab C.1 (pp. 1-35), Tab D.7 (pp 1-4), Tab D 9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 3: Program Management (Subfactor I) (cot'd)	<p>In addition to key personnel, all proposed program management labor categories must align with the Professional Compensation Plan discussed below. Each Program Management labor category, as well as all Key Positions, shall contain: (1) a Labor Category Title; (2) a summary description of the duties performed by labor category; (3) identification of the minimum education requirements and types of qualifying degrees; (4) identification of the minimum number of years and types of relevant experience required.</p> <p>The Offeror's proposal shall include a Professional Compensation Plan in accordance with FAR 52.222-46 as referenced in Section M. The price associated with the Professional Compensation Plan shall be submitted with the price volume. The Offeror shall describe its technical capability, understanding and approach to recruit, hire, train, and manage a professional staff which maximizes employment of military spouses, Wounded Warriors, and veterans.</p> <p>The Offeror shall submit a financial management plan to describe its systems and processes (e.g., audit trail, internal controls, corrective action procedures, and reporting capabilities). The Offeror shall describe its general financial/accounting controls, including a discussion of standards and ethical business practices and behaviors, and conflicts of interest mitigation processes/policies. Offerors shall provide a description of how financial information is processed through the accounting system, identification of the positions responsible for preparing, reviewing and approving accounting transactions. The Offeror shall describe its organizational structure, for financial management, including the assignment of management functions, reporting relationships, authority and responsibility. The Offeror shall discuss its reporting capabilities to generate adequate and reliable financial data. The Offeror shall provide a Conflict of Interest Plan addressing the requirements as described in Sections H.4/H.5 and L 11. The Offeror's proposal shall illustrate its approach to the establishment and maintenance of working relationships with other MC&FP office contractors as well as other Government agencies including installation staff (e.g., Family Support Services). The Offeror shall demonstrate its ability to develop and maintain a training program and methodology to ensure call center staff and network providers are current on military service specific issues, understand military terminology, and are familiar with evolving issues that affect military members and their families.</p>	Vol. 1C: Factor 3, Subfactor 1 (pp1-7)		Tab C.1 (pp. 1-35), Tab D.7 (pp 1-4), Tab D 9: CLIN X006, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 3: Program Management (Subfactor II)	<p>Reporting & Documentation - Reference PWS 5.1, 5.3, 5.4, 5.7, 5.8.1, 6.1 3, 7.2.5, 8.3.5, 10.1.12, 10.2.5, 10.2.6, 10.3, 10.4, 10.4.1–10.4.6, 10.6.5, 11.1.3</p> <p>The Offeror shall provide its approach to provide timely and accurate records, reports, and ad hoc requests. The Offeror shall explain its understanding and propose procedures on how it will maintain, implement and adhere to established Government MOS processes and procedures for its obligations, as it applies to Duty to Warn and Mandated report issues, in the event a Participant reveals such information.</p> <p>The Offeror shall describe its technical capability, understanding and approach to collect, document (V-Code indicators), protect, disseminate (Government MOS Program Office), and summarize (case closure) case records that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.</p>	Vol. 1C: Factor 3, Subfactor 2 (pp. 7-11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
L.18 - Factor 3: Program Management (Subfactor III)	<p>Joint Family Support Assistance Program (JFSAP) - Reference PWS 9.0, 9.1, 9.1.1–9.1.3</p> <p>The Offeror shall describe its technical capability, understanding and approach to provide JFSAP consultants to states and territories to support increased outreach and coordination to geographically isolated service members and their families as described in the PWS and in compliance with Section J attachments.</p>	Vol. 1C: Factor 3, Subfactor 3 (pp. 11-13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
L.18 - Factor 3: Program Management (Subfactor IV)	<p>Strategic Outreach & Fulfillment - Reference PWS 8.0, 8.1, 8.2, 8.3.1–8.3.4</p> <p>The Offeror shall describe its technical capability, understanding and approach to provide educational and informational materials, referral information normally provided as part of EAP support services, as well as strategic outreach that meets or exceeds the requirements as described in the PWS and in compliance with Section J attachments. The Offeror shall clearly explain how exceeding the requirements is of benefit to the Government.</p>	Vol. 1C: Factor 3, Subfactor 4 (pp 13-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor 3: Program Management (Subfactor V)	<p>Subfactor V: Subcontracting Plan Small business Offerors are exempt, but not precluded, from submitting a subcontracting plan.</p> <p>The Offeror shall submit a Subcontracting Plan, including teaming arrangements, conforming to the requirements of FAR subpart 19.7 (and including Ability One) and DFARS 215.304 unless exempted pursuant to FAR 19.702(b)(1). A minimum of 10% of the proposed total contract value shall be subcontracted among all the socioeconomic business categories listed in 19.704 (and including Ability One). The Offeror's Subcontracting Plan shall include teaming agreements and processes for managing, communicating, performance monitoring, and prior business relationships with proposed subcontractors. Offerors shall provide a full description of work small businesses are proposed to perform. The Offeror shall clearly indentify all subcontractors, which are proposed to perform major or critical aspects of the requirement as defined by the Offeror.</p>	Vol. 1C: Factor 3, Subfactor 5 (Attachments 5, 8)			
L.18 - Factor 4: Past Performance (Past Performance References)	<p>Past Performance References</p> <p>1. Since the Government will only evaluate recent and relevant past performance, the Offeror should select past performance references considering their relevance to the PWS and other solicitation requirements. The Offeror shall indicate whether it performed as a prime and/or major subcontractor and indicate its role for each reference submitted and include Point of Contact (POC) information. The POC must have in depth knowledge about the project submitted. Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime Offeror without the subcontractor's consent. The Offeror shall provide, with the proposal, a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.</p> <p>2. The Offeror shall exhibit recent (within the past three years that have at least one year of performance history) and relevant past performance on contracts similar in nature and operational complexity to the MOS program. An effort is considered relevant if it involves substantially the same magnitude, type of work, and degree of complexity this solicitation requires. Relevancy of past performance for any Offeror or team partner is applied to the work for which they are proposed to perform. The Government may consider recent and relevant past performance on contracts not submitted by the Offeror.</p> <p>3. The past performance volume shall identify and describe relevant past performance information in fulfilling Government and/or commercial contracts still in progress or completed within the past three years that have at least one year of performance history.</p> <p>Irrespective of limitations, all contracts active within the past five years that have been terminated for default, received show cause or cure notices, had a defective pricing or fraud action initiated by the Government, or have had products accepted on a non-conforming basis must be reported. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.</p>		Vol. II (pp. 1-10), Attachment 1		
	4.1 Number of Past Projects, Characterization of Past Projects				
	4.2 Use of Government and Commercial Clients -				
	4.3 Issues/Problems				
	4.4 Verification, Other Sources				
	4.5 Use of Subcontractor Past Performance				

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
	4.6 Lack of Past Performance		Vol. II (pp. 1-10)		
	4.7 Project Summaries				
	4.7.1 Effectiveness of Program Management/Program Oversight				
	4.7.2 Quality of Service and Improvement				
	4.7.3 Cost Control				
	4.7.4 Responsiveness to Customers/Timeliness of Performance				
	4.7.5 Offeror's ability to meet prior subcontracting goals.				
L.18 - Factor V (Price)	<p>(a) An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low/high estimate, the nature of these techniques and their impact on price should be explained.</p> <p>(b) Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of its financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.</p> <p>(c) It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. To ensure that the proposed price is consistent with the technical proposal, a price reasonableness analysis may be performed.</p> <p>(d) The price proposal will be used by the Government to evaluate and determine whether proposed prices are reasonable for the effort involved. For this reason, the data must be logically displayed and adequately supported in such a manner as to show a clear relationship to the appropriate CLIN or price element. The Offeror will be required to provide a tutorial/explanation as to how their price volume is arrayed. The tutorial/explanation may take place either face-to-face (Herndon, VA) or via telephone.</p> <p>(e) The price proposal shall provide a comprehensive discussion of all proposed prices. The Offeror shall structure the price discussion and the tabulation of all prices.</p> <p>(f) The Offeror shall submit all the necessary price information for the performance of this contract and other pertinent data to support the Government's price reasonableness analysis.</p> <p>(g) The Offeror shall provide responses to solicitation requirements in the proposal at the tabs indicated.</p> <p>(h) Pricing used to formulate a resulting contract shall remain valid for the duration of the contract.</p> <p>(i) All CLINs shall be considered priced even if the CLIN is priced at zero dollars (\$0.00).</p> <p>(j) All of the fields in the CLIN tables shall be populated for each pricing element proposed.</p> <p>(k) The Offeror's proposal shall indicate, in accordance with FAR 52.212-4(i)(4), any discounts offered for early payment.</p> <p>(l) If, after receipt of proposals, the CO determines that adequate price competition does not exist in accordance</p>			Tab A - Tab D.9	
L.18 - Factor V (Price)	<p>Tab A: Table of Content</p> <p>The table of contents shall specify the contents by page number, including price tables, formats, and figures. The cross-reference matrix shall be included within this Tab.</p>			Tab A	
L.18 - Factor V (Price)	Tab B Standard Form 33			Tab B (p 1)	
L.18 - Factor V (Price)	Tab C: Assumptions, Conditions, or Exceptions			Tab C.1 (pp 1-35), C.2 (pp 1-9)	
L.18 - Factor V (Price)	1. Labor Rates			Tab D.1a 9 (pp 1-12), D..1b (pp 1-2)	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Factor V (Price)	2. Escalation Rates			Tab D.2 (pp. 1-3)	
L.18 - Factor V (Price)	3. Other Direct Costs (ODC) Data			Tab D.3 (pp.1-17)	
L.18 - Factor V (Price)	4. Travel			Tab D.4 (pp 1-23)	
L.18 - Factor V (Price)	5. Additional Charges			Tab D.5 (pp.1-12)	
L.18 - Factor V (Price)	6. Special Instructions for Auxiliary Supporting Price Data			Tab D.6.1 (pp 1-141), D.6.2 (pp. 1-7)	
L.18 - Factor V (Price)	7. Professional Compensation Plan			Tab D.7 (pp. 1-4)	
L.18 - Factor V (Price)	8. Subcontracting Plan			Tab D.8 (pp. 1-4), D.8.1 (pp1-21)	
L.18 - Factor V (Price)	9. Instructions Regarding CLIN Structure Attachment J-1 The Offeror shall multiply the percentages above against its proposed monthly FFP Tier Price, then multiply this product by the number of months for the period of performance, adding all results in the box labeled “Annual Total For Tab D.9: CLIN X001.” For Tab D.9: CLIN X003, the Offeror shall list their fully-burdened session price for each type and delivery method of counseling in the “Unit Price” column. The Offeror shall multiply the number pre-filled in the “Quantity” column by their unit price to generate the total price for each type and delivery method of counseling. These totals shall be added and listed as a single entry in the “Total,” cell # H43. The pricing for Tab D.9: CLIN X009 -- Ad Hoc Labor shall directly correlate to the pricing for the supplemented CLIN. Therefore, the Offeror’s price for Tab D.9: CLIN X009A will be a weighted average of the Labor Categories needed to shift from Tier to Tier multiplied by the 96,000 hour quantity; the price for Tab D.9: CLIN X009B will be a weighted average of the sessions in Tab D.9: CLIN X003 multiplied by the 60,000 session quantity. The Offeror shall provide a total price, inclusive of all optional quantities, at the bottom of each worksheet. These totals shall be recaptured and added together to create a “Total Contract Price” at the bottom of the Base Period Worksheet.			Tab D.9: CLINs X001- X010 (pp. 1-11)	
L.18 - Volume IV: Administrative Information	a. The Offeror’s introduction section shall include general background information outlining the Offeror’s/team’s organization. The Offeror shall describe its corporate management structure as well as the structure of the proposed team and the relationship between these organizations. The Contractor’s name, Government Entity (CAGE/CCR) code, DUNS number, address, telephone, email, and point of contact for the prime contractor and all subcontractors proposed to perform major or critical aspects of this requirement (as defined by the Offeror) shall be listed.				Vol. IV (pp. 1- 9)
L.18 - Volume IV: Administrative Information	b. The Offeror shall execute and submit the completed “Representations, Certifications and Other Statements of Offerors”, Section K of the solicitation. Offerors are required to submit a copy of the Solicitation Sections A-J (without attachments) with fill-ins (i.e., “To be completed at time of contract award” areas) completed to reflect supporting contents of the proposal. In addition, the Offerors are required to submit a signed signature page of each amendment issued to this solicitation (if applicable).				Vol. IV (p. 10), Attachments 2, 3,4

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
L.18 - Volume IV: Administrative Information	c. The Offeror shall include specific points of contact for administration of the resultant contract; this data shall be listed with phone number, mailing and email address. The Offeror shall provide the name, title, phone number and e-mail address of the company/division point of contact, which can obligate the company contractually. The Offeror shall identify those individuals authorized to negotiate with the Government. (i) - (v)				Vol. IV (pp. 10-11)
L.18 - Volume IV: Administrative Information	d. The Offeror shall provide the mailing address, e-mail, telephone number, fax number, and facility codes for the Offeror's cognizant Defense Contract Management Agency (DCMA) and Defense Contract Audit Office (DCAA).				Vol. IV (p. 12)
L.18 - Volume IV: Administrative Information	e. The Offeror shall submit a discussion and documentation to demonstrate responsibility in accordance with Section L.18.				Vol. IV (p. 12-35), Attachments 5 - 10
L.18 - Volume IV: Administrative Information	f. The Offeror shall propose a Transition Plan as described within the paragraph entitled "Risk" above.				Vol. IV (pp. 14-22,36), Attachment 5, 6
M - EVALUATION FACTORS FOR AWARD					
M.1 General		ValueOptions will continue to comply with stated requirements and is prepared to comply with new requirements. We have incorporated our commitment to adhere to these requirements throughout all pages of our proposal response.			
M.2 - M.4: Factor 1: Non-Medical	Subfactor I: Technical Capability & Approach Reference PWS 5.0, 5.0.1, 5.0.2, 5.2, 5.8.3, 6.0, 6.1, 6.1.1, 6.1.2, 6.1.4, 6.1.5, 6.1.7, 6.1.9, 7.0, 7.1.1, 7.1.3,	Vol. 1A: Factor 1, Subfactor 1 (pp.1-		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003,	
M.2 - M.4: Factor 1: Non-Medical Counseling	Subfactor II: Network & Credentials Reference PWS 5.8, 5.8.2, 5.9, 6.1.8, 7.1, 7.1.2 The degree to which the proposed national network complies with the requirements as described in the PWS and in compliance with Section J attachments in terms of training, licensing, credentialing certifications, experience, proximity to participants, and network management processes.	Vol. 1A: Factor 1, Subfactor 2 (pp. 9-17)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X003, X007, X008, X009, X010	
M.2 - M.4: Factor 1: Non-Medical Counseling	Subfactor III: Quality Assurance Reference PWS 4.2.11, 5.6, 6.1.6, 7.2.4, 10.5, 10.6, 10.6.1-10.6.4, 10.6.6-10.6.9 The degree to which the Offeror's processes and procedures for gathering feedback and Quality Control Plan ensure a consistent high level of quality as described in the PWS and in compliance with Section J attachments.	Vol. 1A: Factor 1, Subfactor 3 (pp. 17-25)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
M.2 - M.4: Factor 2: Call Center/Website Operations	Subfactor I: Call Center Operations Reference PWS 4.1, 4.2-4.2.10.2, 4.2.12-4.2.17, 5.5, 10.7, 10.7, 10.8 The degree to which the proposed approach to perform call center operations demonstrates technical capability and understanding as a commercial EAP provider to deliver MOS services to CONUS/OCONUS participants meeting all requirements as described in the PWS and in compliance with Section J attachments.	Vol. 1B: Factor 2, Subfactor 1 (pp.1-8)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X001, X007, X008, X009, X010	
M.2 - M.4: Factor 2: Call Center/Website Operations	Subfactor II: EAP Web Presence Reference PWS 4.3, 4.4, 4.5 The degree to which the proposed solution demonstrates technical capability, understanding and approach to maintain a web presence that supports EAP online services offered only to eligible Participants as described in the PWS and in compliance with Section J attachments.	Vol. 1B: Factor 2, Subfactor 2 (pp.8-10)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X002, X007, X008, X010	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
M.2 - M.4: Factor 2: Call Center/Website Operations	Subfactor III: IT & IA Services; Return to Operation/Disaster Recovery Reference PWS 10.9, 11.0, 11.1, 11.1.1–11.1.2, 11 2 The degree to which the proposed solution demonstrates technical capability, understanding and approach to deliver IT & IA Services and Return to Operation/Disaster Recovery as described in the PWS and in compliance with Section J attachments.	Vol. 1B: Factor 2, Subfactor 3 (pp. 10-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
M.2 - M.4: Factor 3: Program Management	Subfactor I: Capability & Approach to Perform Program & Financial Management Reference PWS 10.0, 10.1, 10.1.1–10.1.11, 10.2, 10.2.2–10.2.4, 10.2.7 The degree to which the proposed approach demonstrates technical capability and understanding to perform Program and Financial Management as described in the PWS and in compliance with Section J attachments.	Vol. 1C: Factor 3, Subfactor 1 (pp1-7)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
M.2 - M.4: Factor 3: Program Management	Subfactor II: Reporting & Documentation Reference PWS 5.1, 5.3, 5.4, 5.7, 5.8.1, 6.1.3, 7.2.5, 8.3.5, 10.1.12, 10.2.5, 10.2.6, 10.3, 10.4, 10.4.1–10.4.6, 10.6 5, 11.1 3 The degree to which the proposed approach demonstrates technical capability and understanding to provide timely and accurate records, reports and ad hoc requests, and adheres to established Government MOS processes and procedures as described in the PWS and in compliance with Section J attachments.	Vol. 1C: Factor 3, Subfactor 2 (pp. 7-11)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X006, X007, X008, X010	
M.2 - M.4: Factor 3: Program Management	Subfactor III: Joint Family Support Assistance Program (JFSAP) Reference PWS 9.0, 9.1, 9.1.1–9.1.3 The degree to which the proposed approach demonstrates technical capability and understanding to provide JFSAP consultants to states and territories to support increased outreach and coordination to geographically isolated service members and their families as described in the PWS and in compliance with Section J attachments.	Vol. 1C: Factor 3, Subfactor 3 (pp. 11-13)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X005, X007, X008, X010	
M.2 - M.4: Factor 3: Program Management	Subfactor IV: Strategic Outreach & Fulfillment Reference PWS 8.0, 8.1, 8.2, 8.3.1–8.3.4 The degree to which the proposed approach demonstrates technical capability and understanding to provide educational and informational materials, referral information normally provided as part of EAP support services, as well as strategic outreach as described in the PWS and in compliance with Section J attachments.	Vol. 1C: Factor 3, Subfactor 4 (pp 13-15)		Tab C.1 (pp. 1-35), Tab D.9: CLIN X004, X007, X008, X010	
M.2 - M.4: Factor 3: Program Management	Subfactor V: Subcontracting Plan The Government will evaluate the Offeror's Subcontracting Plan as acceptable, unacceptable, or neutral (IAW FAR 19.702(b)(1)) including teaming arrangements. Subcontracting Plans are not required from Small Business Offerors. The evaluation includes an assessment of the Offeror's compliance with a minimum of 10% of the proposed total contract value subcontracted among all the socioeconomic business categories listed in 19.704 (and including AbilityOne), conformance to the requirements of FAR subpart 19.7 (and including AbilityOne) and DFARS 215 304 unless exempted pursuant to FAR 19.702(b)(1), and Section L.	Vol. 1C: Factor 3, Subfactor 5 (Attachments 5, 8)		Tab D.8 (pp 1-4), D.8.1 (pp 1-21)	

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		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
M.2 - M.4: Factor 4: Past Performance	Factor 4: Past Performance The purpose of the past performance evaluation is to allow the Government to assess the likelihood of Offeror’s successful performance. The Government will evaluate past performance from recent (within the past three years that have at least one year of performance history) and relevant sources. The Government will assign a confidence rating for this factor for the Offeror and all subcontractors that will perform major or critical aspects of the requirement as defined by the Offeror. The Government will consider past performance with respect to Effectiveness of Program Management/Program Oversight, Quality of Service and Improvement, Cost Control, Responsiveness to Customers/Timeliness of Performance, and the Offeror’s abilities to meet their prior subcontracting goals from the information contained within the proposal, and information from other sources. IAW FAR Part 12.206, the Government may use multiple sources of past performance data from a wide variety of sources both inside and outside the Federal Government in accordance with the policies and procedures contained in Subpart 9 1 and Subpart 15 3.		Vol. II (pp. 1-10), Attachment 1		
M.2 - M.4: Factor 4: Past Performance	1. Verifying Past Performance Data The Government may contact the Offeror’s references/clients to verify proposal information, which may include but is not limited to, the type of work performed, contractor accountability, costs/prices, and completion dates. However, the Government may not necessarily interview all of the Offeror’s references.		Vol. II (pp. 1-10), Attachment 1		
M.2 - M.4: Factor 4: Past Performance	2. Lack of Past Performance If an Offeror does not have any projects whose past performance is recent and relevant to the solicitation, the Government will assign a rating of Unknown Confidence (Neutral), which is neither favorable nor unfavorable. However, an Offeror’s proposal with no recent and relevant Past Performance history, while evaluated as Neutral in Past Performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other Offerors. The Government requires the Offeror to provide an explanation as to why the company does not have any recent and relevant past performance related to the scope of work defined in this solicitation.		Vol. II (pp. 1-10), Attachment 1		
M.2 - M.4: Factor 4: Past Performance	3 Other Past Performance Project Data Considerations The Government may evaluate as deficient if an Offeror has recent and relevant past performance projects, but fails to cite them in the proposal. A significant achievement, problem, or lack of recent and relevant data in any element of the scope of work can become an important consideration in the selection process. Specifically, poor past performance for any area may result in a higher performance risk rating. In such cases, Offerors should describe relevant mitigating efforts, especially those demonstrating corrective actions or acceptable client solutions. The Government may consider key personnel, staff, or subcontractor involvement in an Offeror’s successful past performance project as a basis for improved performance risk ratings or as a basis to mitigate performance risk issues. The Government may permit Offerors to explain and/or clarify negative past performance information.		Vol. II (pp. 1-10), Attachment 1		
M.2 - M.4: Factor 5: Price	a. The Government will evaluate price provided in the CLIN Structure (Attachment J-1) and information found in any other section of the proposal that may aid in price evaluation. The Government will evaluate the Offeror’s price proposal with respect to completeness, consistency, fairness, reasonableness, balance, and the Government’s cost objectives. The Government defines the total price as the sum of the services and related costs over the term of the contract, including all optional quantities and periods.			Tab A – Tab D.9	

RFP Location	Requirement <small>(Requirement statements below have in some cases been truncated and meant only as a reference point for proposal evaluators – requirements have been addressed fully in our proposal response)</small>	Location in ValueOptions' Proposal Response			
		VOLUME I	VOLUME II	VOLUME III	VOLUME IV
SECTION B – SUPPLIES OR SERVICES AND PRICES					
M.2 - M.4: Factor 5: Price	b. Each Offeror's price proposal will be reviewed to determine if it is consistent with the Offeror's technical approach and reflects a clear understanding of the solicitation objectives and requirements. Inconsistencies between the technical and price proposals, unbalanced pricing, or other pricing anomalies may be assessed as proposal risk under the technical evaluation. As part of the evaluation, the Government may consider commercial published data, same or similar DoD contracts, Government estimates, industry standards, DCAA audit information, and other information the Government deems relevant.			Tab A – Tab D.9	
M.2 - M.4: Factor 5: Price	c. The Firm Fixed Price (FFP) CLIN's Total Price is equal to the proposed unit price multiplied by the Quantity for that CLIN. For Time and Material (T&M) CLINs, the Government Total Evaluated Price is defined as the sum of all of the Government evaluated prices for all T&M CLINs. The evaluation will be inclusive of Base and all Option Periods.			Tab A – Tab D.9	
M.2 - M.4: Factor 5: Price	d. The Government will evaluate the Offeror's labor rates, startup and implementation costs, the day-today operations and related costs the contractor found necessary for the performance of the contract, including all optional quantities and option periods.			Tab A – Tab D.9	
M.2 - M.4: Factor 5: Price	e. The Government will also evaluate proposed percentages for any fees associated with any price item, to include, but not limited to the percentages for materials handling and pass through.			Tab A – Tab D.9	
M.2 - M.4: Factor 5: Price	f. The Government will evaluate Tab D.9: CLIN X001 Total Price as generated using the "Likelihood of Call Volume Level" chart as described in Section L. In addition, the Government will evaluate each tier. The Government will evaluate Tab D.9: CLIN X003 Total Price as generated by adding all products of the Offeror's Session Prices and Government provided annual quantities. In addition, the Government will evaluate the price of each session.			Tab A – Tab D.9	

The Offeror shall develop, implement and maintain a Quality Control Plan (QCP) to monitor performance for all Military OneSource operations and to meet or exceed minimum standards in the QASP. The QCP for all Non-Medical counseling will meet, at a minimum, a level consistent with the Council on Accreditation (COA) or Utilization Review Accreditation Commission (URAC) Performance and Quality Improvement (PQI) standards.

VO (VO) has developed a Quality Control Plan (QCP) to monitor performance of Military OneSource (MOS) operations, and to meet the standards in the Government’s Quality Assurance Surveillance Plan (QASP) and applicable RFP Section J references, as well as Council on Accreditation (COA) Performance and Quality Improvement (PQI) standards. Underlying this plan are VOs’ established Quality Management (QM) structures, measures, policies, specialty staff, and standards.

VO employs both Quality Assurance (QA) and Quality Control (QC) processes and actions in its overall Quality Management (QM) Program. QA metrics afford confidence that project quality is met, and that ongoing quality improvement takes place within the entire organization. QC measures serve to monitor adherence to both defined deliverables and to quality standards established under this program.

VO follows a Continuous Quality Improvement (CQI) philosophy. We monitor and evaluate appropriateness and timeliness of services, outcomes of services, identify opportunities for improving quality, and establish initiatives to accomplish agreed-upon improvements. This is an ongoing process that spans our entire organization, including MOS participants, providers, and other stakeholders, in a continuous cycle of monitoring, surveillance, evaluation, quality planning, and action.

QUALITY CONTROL ORGANIZATION

The following positions within VO have specific identified quality management responsibilities. Across our company, VO has a cadre of staff expertise to draw upon, related to specific quality foci, such as metrics analysis, participant satisfaction, and outcomes measurement. Each member of the VO MOS team also recognizes, supports, and produces in accordance with a quality focus. This extends throughout their work identifying issues, providing immediate service, reducing risk, ensuring process improvement, and providing quality, caring, and consistent service to MOS participants. The QC infrastructure is designed to allow top-down direction and bottom-up participation, thereby ensuring optimal outcomes.

Organization, Responsibilities and Interfaces (Reference COA PQI 1.01, 1.02, 1.03, 1.04)

Role	Quality Responsibility
CEO, VO Inc.	Endorse a culture that demonstrates commitment to the highest quality; communicate clear expectations to staff; assure necessary resources are invested in the quality control and performance and quality improvement efforts.
President, VO Federal Services, Inc.	Oversight of Federal QCP, assuring allotment of resources and staff to MOS QCP; foster a culture for excellence and attention to consistent and superior quality of service.
Senior VP, Health & Performance Solutions	Provide oversight, guidelines, content, and structure to the MOS Program, drawing from VO’s many years of delivering EAP services, to provide timely, concerned, and quality service to MOS.
Program Director, MOS	Foster a culture of excellence for quality, adherence to the QCP, and ongoing surveillance and quality improvement; ensure implementation of solutions meeting MOS deliverables

Attachment 1: Quality Control Plan

Role	Quality Responsibility
	and QASP requirements that promote accessible, consistent, and effective services throughout the various MOS programs and for the range of participants' needs.
Deputy Program Director, MOS	Exercise direct oversight of QM activities, to ensure that performance and quality improvement operational procedures have been developed; ensure project deliverables are met and reports are submitted as required by the deliverables schedule, the QASP, and the annual work plan, which operationalizes the QCP. Directly oversees training activities in support of these quality objectives.
Director of Quality Control, MOS	Manage the MOS quality program and the development and implementation of the MOS QCP, in accordance with the QASP and government deliverables; oversight of guidance to call center and other MOS program staff on consistent and quality-oriented processes to fully meet the QASP and the MOS QCP; manage the quality staff; assess the effective implementation of the QCP; manage surveillance, feedback, auditing, and testing instruments and processes; implement quality program requirement documents, project and program procedures; establish guidelines to assist in the development of program, project, and task-specific QC policies and procedures; ensure deficiencies and corrective actions are documented and acknowledged by staff; and report regularly to the Program Director on any deficiencies, and the adequacy, status and effectiveness of the QC program for communication to the government; Ensure that all quality assurance programs, metrics, reports and data are gathered, managed and reported within contract standards (PWS 10.1.12), and ensure compliance with credentialing and training of all personnel. (PWS 10.1 & 10.2)
Quality Manager, MOS	Develop, operationalize and monitor quality monitoring measures, tools and instruments; prepare quality monitoring reports, participate in project reviews; conduct surveillance, audits, and measurements as required by the QASP and QCP.
MOS Program Staff	Participate in case reviews, quality reviews, process reviews, quality improvement efforts, analyses of data as directed.

Quality Control Committee Structure (Reference COA PQI 2.01, 2.02)

VO has an established QC structure, foundation, and history rooted in individual roles and responsibility, as well as a formal quality control committee structure. The quality control and improvement perspective is integrated into the following standing committees, supporting the effectiveness of the MOS QC and QM program:

Committee	Committee Composition	Function
VO Company Quality Council (CQC)	Key VO committee chairs, company directors and vice presidents, participating network providers, and consumer representatives.	Establish priorities, allocate the appropriate resources necessary to accomplish the goals of the quality management program, review data reports, including outcome studies. Assure standards for quality are consistently applied company-wide.
Health & Performance Solutions Policy and Standards Committee (HPSC)	Comprised of representatives from the Commercial Division, each service center, and staff offices who are involved in the delivery of EAP and MOS services. Representation is from several functional areas including, but not limited to: HPSC, Clinical Operations, QM, and Account Services.	The HPSC develops both EAP and other Health & Performance Solutions (HPS) services-focused policies and procedures to support the delivery of these services. This includes policy development and review as well as identification of best practices and standards from both an operations and account services perspective.
Health &	The committee is comprised of	The HPSQC provides a forum for the development and

Committee	Committee Composition	Function
Performance Solutions Quality Committee (HPSQC)	representatives from several functional areas including HPS, Clinical Operations, QM, Account Services and Research and Outcomes.	review of quality initiatives focused specifically on EAP, MOS and other HPS services.
MOS Quality Control Management Committee	MOS Deputy Program Director, MOS Director of Quality Control, MOS Quality Control Manager, representatives from all major MOS team operational functions.	Review MOS status of deliverables monitored by quality control program, instruments used to evaluate and provide surveillance; review of adverse incidents; review annual work plan initiatives; provide direction for any areas requiring corrective action and process improvements.

QUALITY CONTROL MEASURES (COA EAP 2)

The QASP provides the structure for the surveillance measures and monitoring activities of the MOS Program and is a foundation of the QCP. The proposed QCP offered here cites the government MOS program office performance requirements from the QASP; other VO performance standards; our methods to provide surveillance, monitor, and collect data, and report the metric; the responsible staff; the tools and reports used; and compliance with pertinent references.

MEASURES NECESSARY FOR MONITORING PERFORMANCE (PWS 10.6.1)

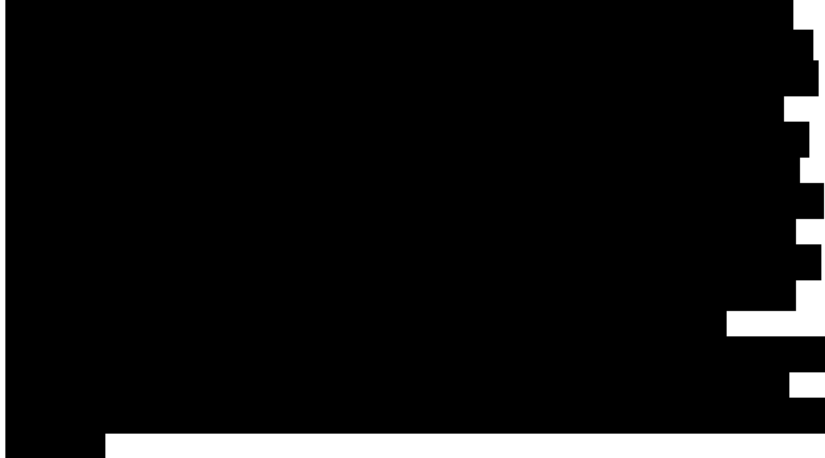

Throughout this document extensive reference is made to the “CONNECTS” System. CONNECTS is VO’s internal, customized Information Technology (IT) system. CONNECTS applications are specified by the area to which they apply: ServiceConnect applies to call/inquiry management; CareConnect to internal case management; NetworkConnect to provider referral management; ProviderConnect to provider network management; KnowledgeConnect and IntelligenceConnect to data management; and HRConnect to staff/personnel management.

Description: Validated Customer Complaints Process	Standard	VO Staff Responsibility	Tools and Reports	References
When the government informs VO of a validated complaint they have received, we promptly log the complaint into the complaint tracking system as a government validated complaint. We then begin immediate corrective action. If consent has been given, we will contact the party making the complaint to convey corrective actions. We will return the written customer complaint document to the Contracting Officer Representative (COR), completed, with the actions taken to correct the complaint. We track all validated customer complaints, to identify trends, actions, and continuous quality improvement activities to prevent recurrence. Actions may include staff training, process improvement policies and procedures, system enhancements, provider restrictions, and other corrective actions.	24 hours to correct the complaint	Director of Quality Control Quality Manager	Complaint Tracking System	MOS QASP, Attachment 4 – <i>Validated Customer Complaints</i>


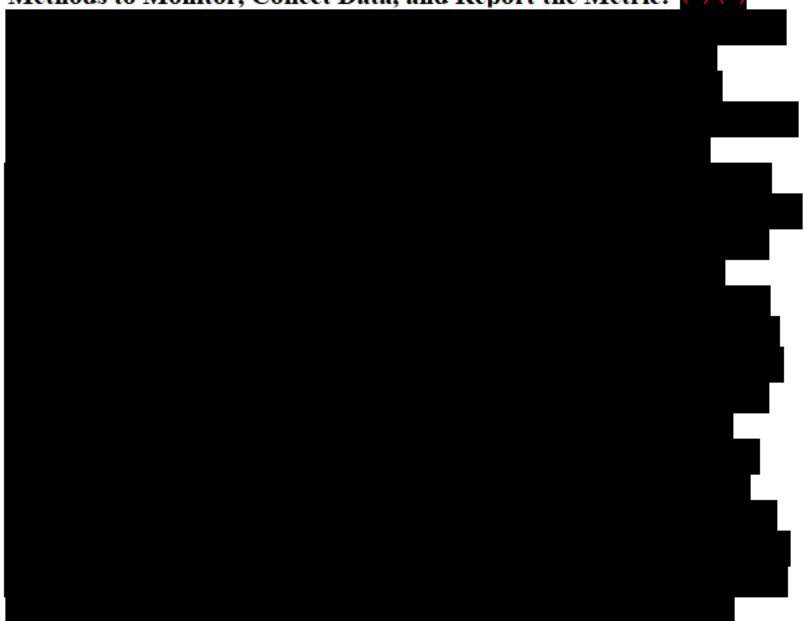
CALL CENTER METRICS				
1.1 Provide responsive service to callers Metric -- Calls Answered Live within 20 seconds of first ring	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	90%	Director of Call Center Operations	AVAYA CMS tool	QASP PWS 4.2 COA PQI 4.01 COA EAP 1.01
1.2 Provide responsive service to callers Metric – Abandon Rate	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	<3%	Director of Call Center Operations	AVAYA CMS tool	QASP PWS 4.2 COA PQI 4.01 COA EAP 1.01, 1.03, 1.04
1.3 Provide responsive service to callers Metric – Messages Taken	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	<3% of calls	Director of Call Center Operations	Coded callback log	QASP PWS 4.2 COA PQI 4.01 COA EAP 1.01, 1.03, 1.04, 1.05

CALL CENTER METRICS				
(b) (4)				
1.4 Provide responsive service to callers Metric – Hold Time during Triage <5 minutes	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Call Center Operations	AVAY CMS tool	QASP PWS 4.2 COA PQI 4.01 COA EAP 1.01, 1.04
1.5 Provide responsive service to callers Metric – Callbacks completed within 48 hours	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Call Center Operations	ServiceConnect tracking	QASP PWS 4.2 COA PQI 4.01 COA EAP 1.01, 1.04
1.6 Provide translation service to callers Metric – Availability of Services	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100% availability	Director of Call Center Operations	ServiceConnect tracking	QASP PWS 4.2.12

CALL CENTER METRICS				
(b) (4)				COA PQI 4.01 COA EAP 1.01
1.7 Provide document translation services to callers Metric – Translation of Documents	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	1 to 20 pages within 3 business days of request; 20+ pages within 5 business days of request; 95% for both.	Director of Call Center Operations Call Center Manager	Internal Translation Tracking Log	QASP PWS 4.2.12 COA PQI 4.01 COA EAP 1.01
1.8 Follow-up attempts	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100% as agreed to by caller and as clinically appropriate	Director of Call Center Operations Call Center Manager	Government-provided case management system Care Connect for internal tracking and management KnowledgeConnect	QASP PWS 4.2.11 COA PQI 4.01 COA EAP 1.01
1.9 Service breakdowns Metric – Participant complaints and breakdowns in processes or	Standard	VO Staff Responsibility	Tools and Reports	References

CALL CENTER METRICS				
services reported to the QA Manager as a percentage of cases				
Methods to Monitor, Collect Data, and Report the Metric: ^{(b) (4)} 	2% of total cases	Director of Quality Control Quality Control Manager	VO's Complaint Inquiry Electronic Form and reports VO's Service Recovery Inquiry Electronic Form and reports ServiceConnect KnowledgeConnect	QASP RFP Attachment 4, footnote 1 COA PQI 1.03, 2.03, 2.05
1.10 Wounded Warrior Specialty Consultations Metric – Referrals submitted within one hour of call to facilitate 96-hour plan of action	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: ^{(b) (4)} 	100%	Wounded Warrior Program Supervisor Director of Quality Control	Documentation in ServiceConnect Reports from KnowledgeConnect	QASP National Defense Authorization Act of 2008, p.1,191 labeled 1,159 PWS 4.2.10 COA PQI 1.03, 2.03, 2.05 COA EAP 1.01
1.11 Wounded Warrior Specialty Consultations	Standard	VO Staff	Tools and Reports	References

CALL CENTER METRICS				
Metric – Case information posted to tracking system		Responsibility		
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>	95% within 1 business day	Wounded Warrior Program Supervisor Director of Quality Control	Documentation in ServiceConnect Reports from KnowledgeConnect	QASP National Defense Authorization Act of 2008, p.1,191 labeled 1,159 PWS 4.2.10 COA PQI 1.03, 2.03, 2.05 COA EAP 1.01
1.12 Wounded Warrior Specialty Consultations Metric – Follow-up	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>	100%	Wounded Warrior Program Supervisor Director of Quality Control	Documentation in ServiceConnect Reports from KnowledgeConnect	QASP National Defense Authorization Act of 2008, p. 1,191 labeled 1,159 Sec. J, MOS P&Ps, Att. 33 – Wounded Warrior Specialty Consultations PWS 4.2.10 COA PQI 1.03, 2.03, 2.05 COA EAP 1.01

MOS EAP WEB PRESENCE				
2.1 EAP Web Presence Metric – Uptime excluding scheduled maintenance	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) 	98%	IT Product Support Manager	Monthly MOS Systems Availability Report	QASP PWS 11.0.1 COA PQI 1.01, 1.04, 2.02
PARTICIPANT SATISFACTION METRICS				
3.1 Participant Satisfaction Monitored Metric – Percentage of participants offered the opportunity for feedback about MOS	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) 	100% of those appropriate for feedback	Director of Quality Control Quality Control Manager Director of Call Center Operations	Government- provided participant feedback instrument VO automated post-call brief feedback tool VO Government-approved participant satisfaction feedback tool for specified services (e.g., educational materials, translation services, Work/Life services, financial counseling, tax services)	QASP PWS 5.6, 6.1.6 COA PQI 3.03, 4.01, 4.02

MOS EAP WEB PRESENCE				
(b) (4)				
3.2 Participant Satisfaction Monitored Metric – Percent of overall satisfaction	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 150px;"></div>	95%	Director of Quality Control Quality Control Manager	VO automated post-call brief feedback tool Government-provided participant feedback instruments VO-developed and Government- approved participant feedback tools KnowledgeConnect for data analysis	QASP PWS 5.6 COA PQI 3.03, 4.01, 4.02
3.3 Participant Satisfaction Monitored Metric – Percent satisfied with educational materials (received in a timely manner, readability, utility, and validity)	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 100px;"></div>	95%	Quality Manager	Online, text and/or telephonic standardized participant satisfaction feedback, as approved by the Government Analysis through KnowledgeConnect	QASP PWS 10.6.4 COA PQI 3.03, 4.01, 4.02 COA EAP 8.04
3.4 Participant Satisfaction Monitored Metric – Participants’ satisfaction with MOS EAP Web presence	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Quality	Online, text and/or	QASP

MOS EAP WEB PRESENCE				
(b) (4)		Control Quality Manager	telephonic standardized participant satisfaction feedback, as approved by the Government. Analysis through KnowledgeConnect	PWS 10.6.9 COA PQI 3.03, 4.01, 4.02
3.5 Participant Satisfaction Monitored Metric – Participants’ satisfaction with translation/interpretation services	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div>	92%	Director of Quality Control Quality Manager	Online, text and/or telephonic standardized participant satisfaction feedback, as approved by the Government. Analysis through KnowledgeConnect	QASP PWS 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.6 Participant Satisfaction Monitored Metric – Participants’ satisfaction with specialty consultations for Wounded Warriors	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: Participants receiving Wounded Warrior Specialty Consultations and who <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div>	92%	Director of Quality Control Quality Manager	Telephonic follow-up by Wounded Warrior Consultants utilizing a specialty satisfaction tool. Option for electronic follow-up. Analysis through KnowledgeConnect	QASP PWS 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.7 Participant Satisfaction Monitored Metric – Participants’ satisfaction with financial counseling	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: <div style="background-color: black; color: red; padding: 2px;">(b) (4)</div>	92%	Director of Quality	Online, text and/or	QASP

MOS EAP WEB PRESENCE				
(b) (4)		Control Quality Manager Financial/Tax Team Lead	telephonic standardized participant satisfaction feedback instruments	PWS 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.8 Participant Satisfaction Monitored Metric – Participants’ satisfaction with health & wellness coaching	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Manager	Government-provided satisfaction survey instrument KnowledgeConnect for analysis	QASP PWS 6.1.6 COA PQI 3.03, 4.01, 4.02
3.9 Participant Satisfaction Monitored Metric – Participants’ satisfaction with other specialty consultations	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Control Manager Work/Life Team Leads	Online, text and/or telephonic standardized participant satisfaction feedback instruments KnowledgeConnect for analysis	QASP PWS 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02

MOS EAP WEB PRESENCE				
(b) (4)				
3.10 Participant Satisfaction Monitored Metric – Participants’ satisfaction with face-to-face experience in relation to non-medical counseling	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Manager	Government-provided feedback instrument KnowledgeConnect for analysis	QASP PWS 5.6, 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02 COA EAP 4.04
3.11 Participant Satisfaction Monitored Metric – Participants’ satisfaction with telephonic experience in relation to non-medical counseling	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Manager	Government-provided feedback instrument KnowledgeConnect for analysis	QASP PWS 5.6, 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.12 Participant Satisfaction Monitored Metric – Participants’ satisfaction with Web-based experience in relation to non-medical counseling	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Manager	Government-provided feedback instrument KnowledgeConnect for analysis	QASP PWS 5.6, 10.6.4, 10.6.9 COA PQI 3.03, 4.01,

MOS EAP WEB PRESENCE				
3.13 Participant Satisfaction Monitored Metric – Participants’ satisfaction with video experience in relation to non-medical counseling	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 20px; margin-top: 5px;"></div>	92%	Director of Quality Control Quality Manager	Government-provided feedback instrument KnowledgeConnect for analysis	4.02 QASP PWS 5.6, 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.14 Participant Satisfaction Monitored Metric – Participants’ satisfaction with Triage Consultant	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 20px; margin-top: 5px;"></div>	92%	Director of Call Center Operations Director of Quality Control Quality Manager	VO’s post-call automated satisfaction feedback, as approved by the Government. Alternatively, the VO standard triage satisfaction tool would be utilized as approved by the Government. KnowledgeConnect for analysis	QASP PWS 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02
3.15 Participant Satisfaction Monitored Metric – Participants’ satisfaction with tax services	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 20px; margin-top: 5px;"></div>	92%	Director of Quality Control Quality Control Manager	Online, text and/or telephonic standardized participant satisfaction feedback instrument	QASP PWS 7.2.4, 10.6.4, 10.6.9

MOS EAP WEB PRESENCE				
(b) (4)		Financial/Tax Team Lead	KnowledgeConnect for analysis	COA PQI 3.03, 4.01, 4.02
3.16 Participant Satisfaction Monitored Metric – Participants’ satisfaction with JFSAP MOS Consultant	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Quality Manager	Online, text and/or telephonic standardized participant satisfaction feedback instrument KnowledgeConnect for analysis Monthly report on overall satisfaction Report to JFSAP Regional Managers on ratings for individual JFSAPs	QASP PWS 9.0, 10.6.4, 10.6.9 COA PQI 3.03, 4.01, 4.02


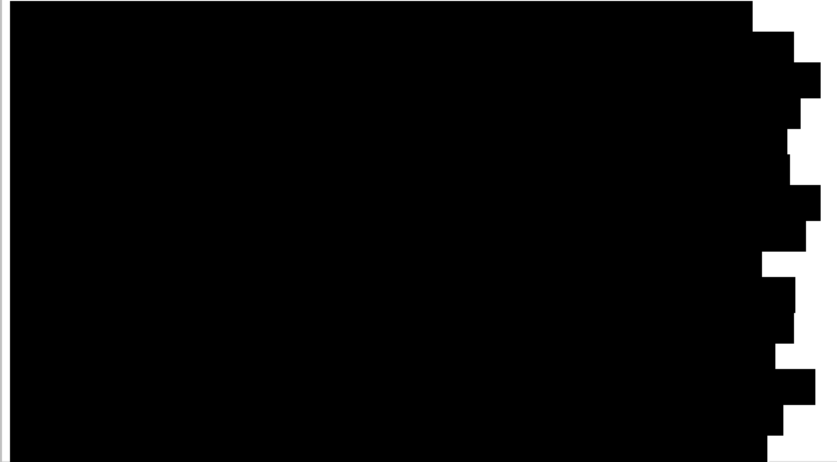
TRAINING AND CREDENTIALING				
4.1 Staff Criminal History Background Checks Metric – Conducted upon hire and every five years after employment	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Human Resources Director	HRConnect for storing staff data Formal criminal history background check utilizing state	QASP PWS 5.9.1 DoD Instruction No. 1402.5

TRAINING AND CREDENTIALING				
			data bases and FBI fingerprint check	COA PQI 2, 2.05 COA EAP 12
4.2 Federal Information Systems Security (ISS) Awareness & Personally Identifiable Information (PII) Training Metric – Staff must complete before access to Government data system	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Director of Quality Control	HRConnect Learning Management System reports	QASP PWS 11.1 COA PQI 2, 2.05 COA EAP 12
4.3 MOS Staff Orientation Training Metric – New staff training within 15 days of hire	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	HR Director Program Director Director of Quality Control	HRConnect Staff Learning Management System reports Orientation Examination tool	QASP PWS 10.1, 10.1.2, 10.2 COA PQI 2, 2.05

TRAINING AND CREDENTIALING				
(b) (4)				
4.4 MOS Staff Refresher Training Metric – Refresher training completed annually	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	HR Director Program Director Director of Quality Control	HRConnect Staff Learning Management System Examination tool	QASP PWS 10.1.2. 10.2 COA PQI 2, 2.05 COA EAP 12
4.5 Network Provider Orientation Training Metric – Training completed before being assigned MOS participants	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Provider Network Director	NetworkConnect for provider attendance tracking Government-approved training modules	QASP PWS 10.2 COA EAP 4
4.6 Network Provider Refresher Training Metric – Refresher training annually	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Provider Network Director	NetworkConnect for provider attendance tracking Government-	QASP PWS 10.2 COA EAP 4

TRAINING AND CREDENTIALING				
			approved training modules	
4.7 Network Provider signed Addenda and/or contracts to perform MOS Non-Medical Counseling Metric – Required documents obtained before being assigned MOS participants	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Provider Network Director	NetworkConnect for tracking provider compliance	QASP PWS 5.0 COA EAP 4
4.8 Network Provider Credentials and Licenses Verified Metric – Required documentation obtained before being assigned MOS participants	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Provider Network Director	NetworkConnect for tracking provider file materials	QASP PWS 5.0 COA EAP 4
4.9 Health and Wellness Coach Orientation Training Metric – Orientation training completed before being assigned MOS participants	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Non-Medical Counseling Supervisor	HRCconnect	QASP PWS 10.2

TRAINING AND CREDENTIALING				
4.10 Health and Wellness Coach Refresher Training Metric – Refresher training completed annually	Standard	VO Staff Responsibility	Tools and Reports	COA EAP 4, 8.08 References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Non-Medical Counseling Supervisor	HRConnect	QASP PWS 10.2 COA EAP 4, 8.08
4.11 Financial Counselor Orientation Training Metric – Orientation training completed before being assigned MOS participants	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Quality Manager Financial/Tax Team Lead	Financial counselor credentials and orientation training log	QASP PWS 10.2 COA EAP 4, 8.08
4.12 Financial Counselor Refresher Training Metric – Refresher training completed annually	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Quality Manager Financial/Tax Team Lead	Financial counselor training log	QASP PWS 10.2 COA EAP 4, 8.08
NON-MEDICAL COUNSELING				
5.1 Non-Medical Counseling Quality of Cases Metric – For non-medical counseling, the Contractor shall provide written definitions, parameters, and instrument used for quality of cases that meet, at a minimum, COA or URAC standards	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Quality Control	VO’s MOS case audit instrument and protocol	QASP PWS 5.4.7; 10.6.7

NON-MEDICAL COUNSELING				
<p>(b) (4)</p> 		<p>Director of Non-Medical Counseling</p>	<p>Case audit data base to track patterns and trends</p>	<p>COA PQI 4.02, 4.03, 4.04 COA EAP 4.03</p>
				

NON-MEDICAL COUNSELING				
(b) (4)				
5.2 Non-Medical Counseling Cases Scheduled for Face-to-Face Appointment Metric – Within three business days	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Director of Non-Medical Counseling	Government-provided CMS Case Tracking and Timeliness Reports VO internal tracking as back-up, with daily reporting reviewed by supervisory staff	QASP PWS 5.0.1 COA PQI 3.01, 3.02, 3.03
5.3 Case Information Posted to Government CMS Metric – Within 15 days of date-of-service	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Director of Non-Medical Counseling Provider Relations Director IT Director	MOS Program Provider Statement of Understanding Government CMS Daily internal audits of timeliness reports	QASP PWS 5.4.3 COA PQI 3.01, 3.02, 3.03 COA EAP 2, 5.01


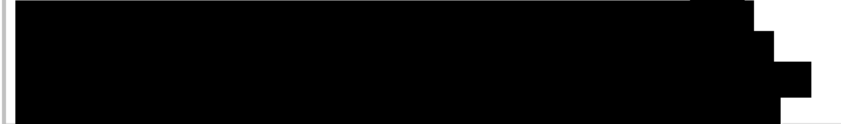
NON-MEDICAL COUNSELING				
5.4 Case Information Posted to Government CMS in an Adverse Incident Metric – Within 24 hours from date-of-service or receipt of incident	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Program Director Director of Non-Medical Counseling	VO Adverse Incident Reporting Process Staff training protocols on adverse incident definition and process Monthly Report Summary Government-provided CMS	QASP PSW 5.4.4 MOS P&P, J-Att. 31 COA EAP 2
5.5 Service Breakdowns as a Percent of Non-Medical Counseling Cases Metric – Participant complaints and breakdowns in processes or services reported to the QA Manager as a percentage of non-medical counseling cases	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	0.5%	Director of Quality Control Quality Manager Provider Relations (if complaint regards a provider)	VO Complaint Inquiry Electronic Form and reports VO Service Recovery Inquiry Electronic Form and reports ServiceConnect	QASP COA PQI 3.03

NON-MEDICAL COUNSELING				
la(b) (4)			KnowledgeConnect	
5.6 Provider Availability Metric – Within 30 minutes or 15 miles of participant	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	92%	Director of Quality Control Provider Relations Director	GeoAccess search ServiceConnect tracking	QASP PWS 1.1.2; 5.5.1; 5.8.2 COA PQI 4
5.7 Timely Case Closure Metric – Number of cases closed within 30 days of termination and/or no contact with participant	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	IT Care Connect Manager	CareConnect for tracking Government-provided CMS	QASP PWS 5.4.6 COA PQI 4 COA EAP 11

HEALTH & WELLNESS COACHING				
6.1 Quality of Health & Wellness Coaching Metric – For health and wellness coaching, the Contractor shall provide written definitions, parameters, and instrument used for quality of cases that meet, at a minimum, COA or URAC standards	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	Although COA or URAC accreditation	Non-Medical Counseling	VO’s MOS Health & Wellness Coaching	QASP

HEALTH & WELLNESS COACHING					
(b) (4)		is not a requirement of this program, the minimum standards of these accrediting bodies shall be met. If not COA or URAC, the contractor's proposed and Government accepted quality standards shall be met.	Supervisor Director of Quality Control	Case Audit Tool	PWS 6.1, 10.6.7 COA PQI 4.02, 4.03, 4.04
6.2 Health & Wellness Cases Scheduled for Appointment Metric – Within 3 business days		Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)		92%	Non-Medical Counseling Supervisor Director of Quality Control	ServiceConnect Individual Coach electronic appointment calendars	QASP PWS 6.1.1 COA PQI 4.02, 4.03, 4.04
6.3 Health & Wellness Information Posted to Government CMS Metric – Within 15 days of the date-of-service		Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)		95%	Non-Medical Counseling	Government CMS and Internal Case	QASP

HEALTH & WELNESS COACHING				
(b) (4)		Supervisor	tracking system	PWS 6.1.3 COA PQI 4.02, 4.03, 4.04
6.4 Health & Wellness Case Information Furnished to Provider of Services Metric – Prior to scheduled appointment and/or within 3 business days	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	Non-Medical Counseling Supervisor Director of Quality Control	Internal Case Management tracking system	QASP PWS 6.1 COA PQI 4.02, 4.03, 4.04
6.5 Service Breakdowns as a Percentage of Health & Wellness Coaching Cases Metric – Participant complaints and breakdowns in processes or services reported to the QA Manager as a percentage of cases	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	<0.5% of all coaching cases	Non-Medical Counseling Supervisor Director of Quality Control Quality Manager	VO MOS Complaint Inquiry form VO MOS Service Recovery Inquiry form ServiceConnect	QASP COA PQI 3.03

FINANCIAL COUNSELING				
7.1 Quality of Financial Counseling Metric – The Contractor shall provide written definitions, parameters, and instrument used for quality of cases that meet, at a minimum, COA or URAC standards	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) 	95%	Quality Manager Financial/Tax Team Lead	VO financial counseling audit tools	QASP PWS 7.0 COA PQI 4.02, 4.03, 4.04
7.2 Financial Counseling Cases Scheduled for an Appointment Metric – Within 3 business days	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) 	92%	Quality Manager Financial/Tax Team Lead Director of Quality Control	Case Management System	QASP PWS 7.0, 7.1.3 COA PQI 4.02, 4.03,

FINANCIAL COUNSELING				
(b) (4)				4.04
7.3 Financial Counseling Documented and Provided Metric – Within 15 days of date-of-service	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Quality Manager Financial/Tax Team Lead Director of Quality Control	Case Management System	QASP PWS 7.0; 7.1
7.4 Financial Counseling Case Information Furnished to Provider of Services Metric – Prior to scheduled appointment and/or within 3 business days	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data and Report the Metric: (b) (4)	100%	Quality Manager Financial/Tax Team Lead Director of Quality Control	Case Management System	QASP PWS 7.0; 7.1
7.5 Service Breakdowns as a Percentage of Financial Counseling Cases Metric – Participant complaints and breakdowns in processes or services reported to the QA Manager as a percentage of cases	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	<0.5% of all	Financial	Customer	QASP

FINANCIAL COUNSELING				
(b) (4)	financial counseling cases	Counseling Supervisor Director of Quality Control Quality Manager	Relationship Management Database	COA PQI 3.03

JOINT FAMILY SUPPORT ASSISTANCE PROGRAM (JFSAP)				
8.1 MOS JFSAP Consultant Support Provided in every State and Territory Metric – No MOS JFSAP Consultant position vacant for more than 30 days	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	HR Director JFSAP Manager	HRConnect logs and tracking	QASP PWS 9.0, 9.1 COA PQI 2.05
8.2 MOS JFSAP Consultant to Provide Initial Plan of Support for their assigned State Metric – Within 3 months after award	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	JFSAP Manager Director of Quality Control	Standardized format JFSAP plan of support Supervisor audits	QASP PWS 9.0, 9.1

JOINT FAMILY SUPPORT ASSISTANCE PROGRAM (JFSAP)				
(b) (4)				
8.3 MOS JFSAP Consultant to Provide an Updated Plan of Support for their assigned State Metric – Annually	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	JFSAP Manager Director of Quality Control	Standardized format JFSAP plan of support Supervisor audits	QASP PWS 9.0, 9.1
8.4 MOS JFSAP Consultant was On Time for Scheduled On Demand Event Support Metric – Consultant was on time for scheduled on demand event support	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	98%	JFSAP Manager Director of Quality Control	JFSAP Electronic Log Supervisor audits	QASP PWS 9.0, 9.1
8.5 MOS JFSAP Consultant Completed Training/Orientation as Required by Government Metric – Completed prior to providing support	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	HR Director JFSAP Manager Director of Quality Control	JFSAP Electronic Log HRConnect logs and tracking Supervisor audits	QASP PWS 9.0, 9.1, 10.2.4 COA PQI 2.05
8.6 MOS JFSAP Consultant to Update Reports Metric – Weekly	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	100%	JFSAP Manager Director of Quality Control	JFSAP Electronic Log Supervisor audits	QASP PWS 9.0, 9.1

JOINT FAMILY SUPPORT ASSISTANCE PROGRAM (JFSAP)				
8.7 MOS JFSAP Consultant to Complete Required Activity Forms Metric – Submitted within 24 hours of event/activity	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	JFSAP Manager Director of Quality Control	JFSAP Electronic Log Supervisor audits	QASP PWS 9.0, 9.1
8.8 MOS JFSAP Consultant to Provide Catalog of Resources to Government Metric – Monthly	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	JFSAP Management Director of Quality Control	Monthly report of JFSAP resources	QASP PWS 9.0, 9.1

EDUCATION AND FULFILLMENT				
9.1 Educational Materials and Referrals Shipped in a Timely Manner Metric – Shipped within 2 business days of request	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	95%	Fulfillment Coordinator Director of Quality Control	Custom Point Fulfillment Tracking System	QASP PWS 8.1.7

QUALITY CONTROL				
10.1 Duty to Warn and Mandated Report Cases Metric – Supervisor audit of all duty to warn and mandated reports from any area of MOS service delivery system	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Director of Non-Medical Counseling Director of Quality Control	Standardized audit format VO Duty to Warn and Mandated Report tracking report Supervisor Audits	QASP MOS Program P&Ps, Att. 30 PWS 5.3

QUALITY CONTROL				
10.2 Quality of Documentation of Duty to Warn and Mandated Report Cases Metric – Pass rate on audits of all duty to warn and mandated reports from any are of MOS service delivery system	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	95%	Director of Non-Medical Counseling Director of Quality Control	Standardized audit format VO Duty to Warn and Mandated Report tracking report Supervisor Audits	QASP MOS Program P&Ps, Att. 30 PWS 5.3
10.3 Government Notification of an Adverse Incident Metric – All incidents within 24 hours via e-mail and phone notification to Government Program Manager and posted to CMS	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	100%	Director of Non-Medical Counseling Program Director	CMS VO MOS standardized audit format VO Duty to Warn and Mandated Report tracking report Supervisor Audits	QASP PWS 5.3
10.4 Triage Consultant Quality Audits Metric – Pass rate of 6 audits per month per consultant	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	95%	Director of Non-Medical Counseling Director of Quality Control	VO MOS Triage standardized audit format	QASP PWS 5.4.7; 10.6.7 COA PQI 4.02, 4.03, 4.04 COA EAP 4.03
10.5 Specialty Consult Case Reviews Metric – Pass rate of 6 audits per month per consultant	Standard	VO Staff Responsibility	Tools and Reports	References

QUALITY CONTROL				
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Quality Manager Work/Life Team Leads Director of Quality Control	Standardized Audit Format	QASP PWS 5.4.7; 10.6.7 COA PQI 4.02, 4.03, 4.04 COA EAP 4.03
10.6 Non-Medical Counseling Quality of Case Reviews of Open and Closed Cases to include Face-to-Face, Telephonic, Web, and Video Metric – Pass rate of 10% of open and closed cases, or proposed developed methodology of Contractor identifying sample size, confidence levels, size of the network, and trend patterns that is acceptable to the Government	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Non-	MOS Non-Medical	QASP

QUALITY CONTROL				
(b) (4)		Medical Counseling Director of Quality Control	Counseling Case Audit Form	PWS 5.4.7; 10.6.7 COA PQI 4.02, 4.03, 4.04 COA EAP 4.03
10.7 Health & Wellness Coaching Case Reviews of Open and Closed Cases Metric – Pass rate of 3 audits per month per coach	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Director of Non-Medical Counseling Director of Quality Control	MOS Non-Medical Counseling Case Audit Form	QASP PWS 5.4.7; 10.6.7 COA PQI 4.02, 4.03, 4.04 COA EAP 4.03
10.8 Financial Counseling Reviews Metric – Pass rate of 6 audits per month per counselor	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4)	95%	Quality Manager Financial/Tax Team Lead Director of Quality Control	MOS Financial Counseling Case Audit Tool MOS Financial Counseling Call Audit Tool	QASP PWS 5.4.7; 10.6.7 COA PQI 4.02, 4.03, 4.04 COA EAP 4.03
10.9 Tax Service Quality Reviews Metric – Pass rate of 6 audits per month per counselor or Contractor’s proposed and Government-accepted methodology	Standard	VO Staff Responsibility	Tools and Reports	References

QUALITY CONTROL				
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	95%	Quality Manager Financial/Tax Team Lead Director of Quality Control	VO MOS Tax Service standardized audit format	QASP PWS 7.2.4

VO-SPECIFIC PERFORMANCE & QUALITY IMPROVEMENT ACTIVITIES				
11.1 Proposed VO PQI Metric – Positive participant outcomes	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	Monitor outcomes to establish baseline	Director of Quality Control VO Director of Outcomes Research	Pre- and Post-Non-Medical Counseling standardized questions on subjective distress	PWS 10.6.9
11.2 Proposed VO PQI Metric – End-to-end quality audits: Pass rate of 6 end-to-end quality audits per month	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) [Redacted]	95%	Director of Call Center Operations Director of Quality Control	VO End-to-End Standardized Audit Tool	VO protocol COA PQI 4.02, 4.03, 4.04 COA EAP 4.03 PWS 10.6.9

VO-SPECIFIC PERFORMANCE & QUALITY IMPROVEMENT ACTIVITIES				
11.3 Proposed VO PQI Metric: High Risk Case Quality Review – VO reviews all cases identified as high risk on the Case Activity Form received from the MOS provider	Standard	VO Staff Responsibility	Tools and Reports	References
Methods to Monitor, Collect Data, and Report the Metric: (b) (4) <div style="background-color: black; width: 100%; height: 150px; margin-top: 5px;"></div>	100% reviewed	Director of Non-Medical Counseling Manager, Non-Medical Counseling Quality Auditors Director, Provider Relations Director of Quality Control	VO High Risk Case Review process	VO protocol COA PQI 4.02, 4.03, 4.04 COA EAP 4.03 PWS 10.6.9

VALUEOPTIONS’ MILITARY ONESOURCE (MOS) SUBCONTRACTING PLAN

Name of Contractor ValueOptions, Inc
Contractor’s Address 240 Corporate Boulevard
 Norfolk, VA 23502
Solicitation Number D12PS50899
Item/Service Military OneSource
Total Amount of Contract (Including Options) See Volume III, Tab D Price Tables

INTRODUCTION: ValueOptions is deeply committed to partnering with high-performing small and diverse businesses. We encourage high performing minority-, women-, HUBZone-, 8(a) certified-, SDB-veteran-, and service-disabled veteran-owned small businesses as well as AbilityOne and other businesses and organizations to participate in our Supplier Diversity Program. Our Supplier Diversity Program is an integral part of our corporate procurement process. Our website provides for online registration of diversity suppliers and vendors. Additionally all of our vendors and suppliers, including our network providers, must complete a separate registration certifying their small business status. Our small business database is routinely reviewed and updated to ensure that our small business suppliers and vendors certifications are current.

- 1. Separate percentage goals for using small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns as subcontractors;**

The following table lists VO’s small business subcontracting goals for the Military OneSource (MOS) program. These goals are based on the contract total subcontracted value.

Business Category	Percentage Goal – (% of Total Subcontracted Value)
Small Business	46.42%
Veteran-Owned Small Business	7.54%
Service-Disabled Veteran-Owned Small Business	5.44%
HUBZone Small Business	0.14%
Small Disadvantaged Business	4.10%
Woman-Owned Small Business	18.62%
Ability One	2.50%

- 2. A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCS and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCS and Indian tribes) and women-owned small business concerns;**

TOTAL DOLLARS PLANNED TO BE SUBCONTRACTED

Note: Per Section L instructions in paragraph 8 of Tab D: Price Tables, “the price information supporting the Subcontracting Plan shall be submitted within Tab D.”

Solicitation # D12PS50899

SOURCE SELECTION INFORMATION—See FAR 2.101 and 3.104

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

A. Total estimated value of all planned subcontracting, including small and other than small business concerns, based on the overall value of the acquisition:

Category	VO Planned Dollars	Total Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

B. Estimated value* of planned subcontracting to **small business concerns** is:

Category	VO Planned Dollars	Total Small Business Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

(*this figure includes the amounts in C, D, E, F, G and H below.)

C. Estimated value of planned subcontracting to **small disadvantaged business (SDB) concerns** is:

Category	VO Planned Dollars	Total SDB Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

D. Estimated value of planned subcontracting to **women-owned small business (WOSB) concerns** is:

Category	VO Planned Dollars	WOSB Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

E. Estimated value of planned subcontracting to qualified **HUBZone small business concerns** is:

Category	VO Planned Dollars	HUBZone Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

Category	VO Planned Dollars	HUBZone Subcontractor Planned Dollars	Total
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

F. Estimated value of planned subcontracting to qualified **service disabled veteran-owned small business (SDVOSB) concerns** is:

Category	VO Planned Dollars	SDVO Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

G. Estimated value of planned subcontracting to qualified **veteran-owned small business (VOSB) concerns** is:

Category	VO Planned Dollars	VOSB Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

H. Estimated value of planned subcontracting to qualified **AbilityOne concerns** is:

Category	VO Planned Dollars	AbilityOne Subcontractor Planned Dollars	Total
Base Period	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - I	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - II	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - III	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables
Option Period - IV	Tab D - Price Tables	Tab D - Price Tables	Tab D - Price Tables

3. **Description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to small business (including ANCS and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCS and Indian tribes), and women-owned small business concerns;**

The following table identifies the principal types of supplies and services proposed for subcontracting to both large and small business by category.

Subcontracted Product or Service	Business Size and Small Business Category							
	LB	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	AbilityOne
Factor 1: Non-Medical Counseling - Subfactor I: Technical Capability & Approach								
Non-Medical Network Providers	X	X	X	X	X	X	X	
Tax filing support for Participant access to free tax filing services for Federal and multiple state returns as well as telephonic tax consultations	X							X
Telephonic tax assistance consultations to assist Participants with their tax filing questions	X	X						X
Live/interactive, audio/video IT support of non-medical counseling	X							
Training support to providers	X							
Factor 1: Non-Medical Counseling - Subfactor II: Network & Credentials								
Non-Medical Network Providers	X	X	X	X	X	X	X	
Factor 1: Non-Medical Counseling - Subfactor III: Quality Assurance								
Technical support to participant feedback process		X						
Factor 2: Call Center/Website Operations - Subfactor I: Call Center Operations								
Translation services for legal documents (e.g. leases, marriage licenses, adoptions, utility bills, etc.).	X							
Technical infrastructure support for translation/interpretation capability – telephonic translation services	X							
Factor 2: Call Center/Website Operations - Subfactor II: EAP Web Presence								
Website content, webinars support, IT/Website help desk support		X	X	X				
Factor 2: Call Center/Website Operations - Subfactor III: IT & IA Services; Return to Operation/Disaster Recovery								
IT Services Support		X						
Factor 3: Program Management - Subfactor I: Capability & Approach to Perform Program & Financial Management								
Training support to MOS Staff	X							
Factor 3: Program Management - Subfactor II: Reporting & Documentation								

Subcontracted Product or Service	Business Size and Small Business Category							
	LB	SB	VOSB	SDVOSB	HUBZone	SDB	WOSB	AbilityOne
Providing monthly status on usage, by month and cumulative, for state and Federal filings	X							
Factor 3: Program Management - Subfactor III: Joint Family Support Assistance Program (JFSAP)								
Fulfillment support for events and custom point ordering	X							
Factor 3: Program Management - Subfactor IV: Strategic Outreach & Fulfillment								
Content development for educational materials		X	X	X				
Provide educational and informational materials and referral information normally provided as part of EAP support services	X							
Provide worldwide distribution services for all materials	X							
Provide warehouse, inventory management and distribution for all materials	X							
Receive and fulfill MOS Client requests originating from Government applications	X							

Figure 1 – Principle Supplies and Services to be Subcontracted to Large and Small Businesses

4. Description of the Method Used to Develop the Subcontracting Goals

In establishing goals for subcontracting with small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns, VO first considers customer/agency goals such as DoD’s FY 2013 goals for Small Disadvantaged Business (5%), Women-Owned small business (5%), HUBZone small business (3%), and Service-Disabled Veteran-Owned small business (3%). If the customer has not established specific goals, VO uses the goals established by the Supplier Diversity Plan in conjunction with Corporate guidance. Additionally, we take into account guidance outlined in FAR 19.705-4, specifically that subcontracting goals are attainable and that subcontracting opportunities made available are “commensurate with the efficient and economical performance of the contract,” and take into consideration the pool of available subcontractors.

Also, when customer goals are not defined, at a minimum, VO uses the following methods to develop the subcontracting goals for small business concerns:

- Identifying potential areas to subcontract
- Performing risk analyses of potential subcontract areas and ensuring that each risk can be eliminated or mitigated to a manageable level
- Discussions with small business representatives regarding subcontracting goals and current areas of emphasis
- Reviewing the percentage of subcontracting to small businesses for reasonableness

5. Description of the Method to Identify Potential Sources for Solicitation Purposes

Potential sources for subcontracting include:

- VO's Procurement Office through internal company source lists
- VO's Web-based Small Business access and certification process
- Partner referrals
- Small Business Administration and other resources obtained from Minority Business Development organizations
- AbilityOne resources
- Trade fairs and other commercial activities promoting small business utilization
- Small business association conferences and networking venues
- Agency small business conferences, such as VA's annual veteran small business conference
- Agency-sponsored small business procurement sessions
- SBA's small business enterprise centers
- Networking with small business advocacy groups
- Other small business networking sessions, such as the Women's Small Business Roundtable

VO relies on the information contained in the (SAM) database as a basis for establishing small business source lists, as well as self-certifications provided by vendors and providers. The information is used in determining a business concern's size and ownership characteristics. As a part of VO's Small Business Plan initiatives, we have developed, updated and maintained a small business Access database. This database tracks annual vendor self-certifications (based on their response to ValueOption's self-certification requirements and template) and generates reports that tell us when new certifications will be needed so that they can be distributed on a timely basis. Our database captures service-specific vendor capabilities so that when a requirement exists we can immediately seek cost/price quotes from pre-qualified small business vendors. Vendor information is entered into the database proactively as connections are made through source lists, trade shows, partner referrals, agency-sponsored small business procurement meetings, agency-sponsored small business conferences, and other small business association venues.

6. Statement concerning indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business (including ANCS and Indian Tribes), Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business (including ANCS And Indian Tribes), and Women-Owned Small Business concerns;

Overhead costs, such as rent, utilities, telecommunications, postage, and insurances, have not been included in the goals specified above. The allocation of common corporate overhead activities is not included. Costs such as salaries, taxes, benefits, state license fees, credentialing databank fees, national accreditation fees, travel costs, medical records costs, and professional licenses fees have not been included in the goals specified. In addition, costs associated with the Capital Lease of IT hardware, software, and equipment maintenance have not been included in the goals. Indirect costs such as supplies and other miscellaneous items are included in SDB goals. These costs will be tracked based on invoices. The allocation base we are currently using to allocate our G&A indirects that meet the above criteria are total salaries per contract. (TRICARE, MOS, USCG, GSA)

7. Program Administrator

Solicitation # D12PS50899

SOURCE SELECTION INFORMATION—See FAR 2.101 and 3.104

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Name: Renee Kennish
Position: Military OneSource Program Director
Company: VO, Inc.
Address: 240 Corporate Blvd
City/State/ZIP: Norfolk, VA 23502
Telephone: (757) 893-8645
FAX: (757) 892-5729

Duties: The Program Director, Ms. Kennish, shall have general overall responsibility for VO’s Subcontracting Program (i.e., developing, preparing and executing individual subcontracting plans and monitoring performance relative to this particular plan). Ms. Kennish is supported by Ms. Leah Dempsey, VO MOS Subcontracts Manager. These duties include, but are not limited to, the following activities:

- a. Developing and promoting policy statements that demonstrate support for awarding contracts and subcontracts to AbilityOne, small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns
- b. Developing and maintaining bidders’ lists of AbilityOne, small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns from all possible sources
- c. Ensuring periodic rotation of potential subcontractors on bidders’ lists
- d. Ensuring that AbilityOne, small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns are included on the bidders’ list for every subcontract solicitation for products and services they are capable of providing
- e. Ensuring that subcontract procurement “packages” are designed to permit the maximum possible participation of small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit AbilityOne, small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns
- g. Overseeing the establishment and maintenance of contract and subcontract award records
- h. Attending or arranging for the attendance of staff at Business Opportunity Workshops, Minority Business Enterprise Seminars, trade fairs, and other venues promoting small business utilization
- i. Directly or indirectly counseling small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare bids to the company
- j. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in our subcontracting plan
- k. Monitoring the company’s performance and making any adjustments necessary to achieve the subcontract plan goals

- l. Preparing and submitting timely reports
- m. Coordinating ValueOptions' activities during compliance reviews by Federal agencies

8. Equitable Opportunity

VO will make every effort to ensure that AbilityOne, small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts will include, but not be limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. ValueOptions.com Small Business Vendor Registration portal
 - 2. Contacting minority and small business trade associations
 - 3. Contacting business development organizations
 - 4. Identifying sources from the SAM database
 - 5. Attending AbilityOne, small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business procurement conferences and trade fairs
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1. Presenting workshops, seminars and training programs
 - 2. Establishing, maintaining and using AbilityOne, small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
 - 3. Monitoring activities to evaluate compliance with the subcontracting plan

9. Flow Down Clause

VO will include FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities, and will further require all subcontractors, except small business concerns who receive subcontracts in excess of \$650,000 (\$1,500,000 for construction), to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan" to ensure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

VO agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for AbilityOne, small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, small disadvantaged, woman-owned, historically black colleges and minority institutions, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontractors and prior experience. Once approved and implemented, the plans will be monitored through the submission of periodic reports, and/or visits to the affected subcontractor's facilities to review applicable records and evaluate the subcontractor's performance.

10. Reporting and Cooperation

VO gives assurance of:

- (i) Cooperation in any studies or surveys as may be required.
- (ii) Submission of periodic reports which show compliance with the subcontracting plan.
- (iii) Submitting the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR)

using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS. The reports shall provide information on subcontract awards to small business concerns. The reports shall be submitted as required during contract performance. A report will also be submitted for each contract within 30 days of contract completion. Reports will be submitted 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer.

- (iv) Ensuring that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS.
- (v) Providing its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so that they can enter this information into the eSRS when submitting their reports.
- (vi) Requiring that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

11. Description of Recordkeeping

VO will maintain at least the following types of records to demonstrate procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include as a minimum, but will not be limited to the following:

- a. Source lists (e.g., SAM), guides, and other data that identify small businesses, small disadvantaged businesses, woman-owned small businesses, HUBZone small businesses, veteran-owned small businesses, and service-disabled veteran-owned small business concerns.
- b. Records of organizations contacted in an attempt to locate small businesses, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns.
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 indicating on each solicitation: (1) small businesses were solicited, and if not, why not; (2) veteran-owned small businesses were solicited, and if not, why not; (3) service-disabled veteran-owned small businesses were solicited, and if not, why not; (4) HUBZone small business were solicited, and if not, why not; (5) Whether small disadvantaged business concerns were solicited and if not, why not; (6) women-owned small business contractors were solicited, and if not, why not; and (7) If applicable, the reason(s) award was not made to a small business concern.
- d. VO will maintain records of any outreach efforts to contact: (1) Trade associations; (2) business development organizations; (3) Conferences and trade fairs to locate small, (4) HUBZone small, small disadvantaged, (5) women-owned small business sources; and (6) Veterans' service organizations.
- e. Records to support internal activities, guidance and encouragement to:
 - Guide and encourage purchasing personnel to identify and use small, small disadvantaged, woman-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business (i.e., workshops, seminars, training programs, and incentive awards).
 - Monitoring of activities and performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support subcontract award data submitted to the Government will include the name, address, and business size of each subcontractor.

In accordance with Alternate II to 52.219-9, Small Business Subcontracting Plan (Jan 2011), VO effectively implements its Small Business Subcontracting to the extent consistent with efficient contract performance, by performing (as a minimum) the following functions:

- a. Assisting small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- b. Providing adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.
- c. Counseling and discussing subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- d. Confirming that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM Registry or by contacting SBA.
- e. Providing notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in our subcontracting plan.
- f. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

12. VO’s Processes for Managing, Communicating, and Performance Monitoring of Proposed Subcontractors and Mitigating Subcontractor Risk

VO Subcontractor Management Processes. As the incumbent for the MOS contract, our subcontractor management processes are based on lessons learned from the current contract as well as other prime contract efforts of similar size, scope and complexity. These lessons clearly indicate that the highest performance and lowest risk is achieved when the contracting team is seamlessly integrated. To this end we have put in place both contractual controls (e.g., teaming and subcontracting arrangements) that exhibit common characteristics to ensure sound management execution, and procedural controls (e.g., weekly meetings, common training methodologies) that are also critical to successful execution.

Central to our management processes is a system of regularly scheduled and ad hoc communication efforts that contribute to team integration and overall team performance by reducing the risk of misunderstandings which could potentially impact contract performance.

First and foremost, our teaming and subcontracting arrangements help mitigate subcontractor performance risk by providing documents that contain unambiguous language that supports positive subcontract controls, eliminates misunderstandings, and contributes to overall contract performance. All subcontracts include clearly defined Statement of Work (SOW) language that delineates specific deliverables, explains what work is to be done, and how their efforts contribute to a fully integrated project plan or project team (IPP/IPT). Each individual subcontractor—whether they provide direct or indirect contract support—understands how their efforts fit seamlessly into overall program execution in support of military members and the Military Community and Family Policy (MC&FP) mission. This shared understanding of the program expectations of both the MC&FP program and of VO is a critical element of the management plan. Our Subcontractor Management Processes are essential to establishing and maintaining the open and honest communications required for developing long-term working relationships with our teaming partners. The focus of our subcontract relationships is maintaining a clear and unwavering focus on contract compliance, performance improvement and customer satisfaction. Within two days after receiving notification of contract award we will implement and complete the following steps:

- **MOS Subcontract Management Plan (SCMP)** – The MOS SCMP reduces subcontractor risk by outlining and implementing clear procedural controls. The Subcontract Manager, along with the MOS Program Director and the Federal Contract Administrator, are responsible for administering the SCMP. The Subcontract Manager (SCM) develops and updates the subcontract-specific SCMP and meets with each subcontract-designated representative to develop a shared understanding of the program’s intent, and both the subcontractor’s and ValueOptions’ expectations. Regular updates make the SCMP a “living document.” Immediately upon notification of contract award and prior to the kick-off meeting, the management team will review the SCMP and update it if necessary. **As a Subcontract provision, subcontractors must agree to comply with the processes and procedures in the SCMP.**
- **Team VO Contract Kick-off Meeting** – Prior to issuing subcontract agreements and within two days of contract award notification, we will schedule a kick-off meeting with the senior leadership of all Team VO member companies. During this meeting we re-confirm the Team’s understanding of the technical and contractual requirements and performance standards, the deliverables, the chain of command within the team, and internal communication operating procedures.
- **Subcontract Management Plan** – Each Team member will be presented with an updated copy of the SCMP, which contains content such as:
 - SOW/PWS, and terms and conditions applicable to all Team members (applicable flow down clauses)
 - Specific Team member roles and responsibilities
 - Quality Assurance program expectations



Figure 2 – ValueOptions’ Subcontract Management Plan (SCMP)

- Quality Assurance program parameters and definitions (subcontract-specific)
- Team member work allocation
- Reporting expectations
- Monthly performance expectations and metrics
- Weekly meeting agenda outline
- Problem identification, escalation procedures and resolution process
- Customer communication and relationship management (roles and responsibilities)
- MOS organizational chart
- Training requirements and VO expectations, with templates for monthly reporting
- VO established workflow requirements

Meetings/Communication – After subcontract issuance, our SCM, Ms. Leah Dempsey, will review the SCMP with senior leadership of each subcontractor, particularly as it relates to processes that support proactive communication, subcontract performance reviews (including cost and schedule), and challenges and opportunities for performance improvement. Our communication plan includes the following:

- **Weekly meetings** – Items reviewed include opportunities for performance improvement, customer feedback, adverse incident reviews, and staff training requirements or recommendations.
- **Monthly Performance Requirement Reviews** – The SCM completes a monthly audit of each MOS Subcontract. Once completed, the SCM meets with the subcontractor to review their monthly performance and identify any need(s) for performance improvement. These audits include agreed-upon Quality Assurance goals, applicable performance requirements from the PWS, customer satisfaction targets, and any concerns related to customer satisfaction, call center metrics or related requirements.
- **Communication** –
 - **MOS Team Website** – Designed specifically for the MOS contract, our MOS Team Website promotes sharing information with subcontractors. The site includes important documents and information Team members can use regarding VO and/or the MOS contract. It also enables all team members to have access to shared information on service delivery, best practices, new trainings, job aids and subcontractor interface protocols.
 - **Refresher Training** – For those subcontractors who provide a direct service to members, counseling, referrals, or research, we offer a continuous cycle of training. This includes: Common Values in Customer Services; program updates; MOS advanced program awareness – what programs can provide, and updated information on our scope of services.
- **Monthly Review of Customer Satisfaction** – The SCM meets with the subcontract representative monthly to review current Customer Satisfaction results for their area that relate to performance goals and requirements. Any unmet goals or trends are identified, and plans are put into place to mitigate areas of concern.
- **Communication on any Customer Complaint or Service Recovery** – The SCM meets with a subcontractor if any customer complaint or need for service recovery is identified. Identification can either be by the subcontractor in their regular audits or by the regular customer surveys provided to 100% of those appropriate for surveys.
- **Annual Partnership Summit** – VO hosts the annual MOS Partnership Summit and invites representatives from all of our subcontracts. The one-day Summit’s purpose is to share information and improve performance across MOS services. While emergent topics will be included each year, topics typically covered include: Risk Mitigation across the Contract; Best Practices in Training;

Partner Presentations; Review of Federal Contract Compliance; Review of Current Reporting; Quality Improvement and Auditing; Review of User Satisfaction; Review of Service Breakdown Process; and Identification of Strengths, Weaknesses, Opportunities and Threats.

- **Annual Site Audit** – The SCM performs an Annual Site Audit using a checklist to ensure that performance requirements have been achieved, compliance requirements have been addressed, and that all reporting and training requirements have been met. *Note:* This Checklist will be completed by the SCM at an annual review with the Subcontract point of contact.

Area	Met/Not Met	Review Notes
Invoice Audit		
Review of Call Audits		
Compliance with FAR clauses		
Complaints and Resolution Review		
Monthly Reporting Compliance		
Annual Report Compliance		
Training Compliance Review		
Orientation Training		
Duty to Warn Process		
Military Culture Training		
Any Additional Training Need Identified?		
Disaster Preparedness Plan for MOS Program		
Staff Licensing and Certification Compliance		
Contractor Code of Ethics available to MOS staff		

Figure 3 – Annual Site Audit Checklist

Our subcontract agreements will contain provisions that cover the following areas:

- **Program Interfaces** – Our subcontracting agreements describe both the formal and informal interfaces allowable between VO, our customer and between our teammates.
- **Authorizations to Proceed** – Our agreements state that prior to any start work efforts, subcontractors must be granted an authorization to proceed. All authorizations must be transmitted in writing and may **not** be authorized verbally.
- **Quality Standards and Ethics Practices** – As a pre-condition of subcontracting, our teammates must agree to comply with all of VO’ Quality Standards and Ethics, and other contract-specific, contractually mandated terms and conditions (e.g. Confidentiality, Non-Disclosure and Organization Conflict of Interest (OCI). Subcontractors must agree to and support independent quality inspections, and acknowledge that failure to meet one or more of the success criteria (quality standards) may result in a breach of agreement and subcontract termination.
- **Identification of Program Constraints/Restraints** – Our agreements identify other program constraints/restraints, such as customer contact, hiring of other teammate employees, as well as employee experience, education and performance requirements that must be attained and maintained as a provision of the subcontract agreements. Violating these requirements may result in termination of the subcontract agreement. As a subcontracting provision, all companies understand that Ms. Kennish, after appropriate customer consultation, is empowered with the authority to remove any

employee who, after performance counseling, fails to meet designated performance/deliverable standards.

- **Contract-Related Training Requirements** – Contract-related training requirements include, as a minimum, all PWS training requirements, including those outlined in **PWS 10.2 to 10.2.7**, as well as security and ethics training requirements. Compliance with these training requirements is regularly reported and validated through Annual Site Audits, as indicated above. Failure to maintain contract-related training requirements may result in termination of the subcontract.

Subcontractor Performance Monitoring and Risk Mitigation. We utilize multiple means to mitigate potential subcontractor-related performance risk and improve overall MOS performance. Subcontractor-related performance risk affects all aspects of program cost, control and schedule. VO’s subcontracting management processes/approach (as identified above) contributes significantly to identifying and mitigating subcontractor performance risk by reducing the misunderstandings that could impact contract performance. Our approach to performance monitoring includes the following:

- **Monthly Audits of Subcontracts** (outlined above)
- **Annual Site Audits of Subcontracts** (outlined above)
- **Monthly Training Report** – Completed by subcontractor to ensure that required training (e.g., orientation training, including military culture awareness) is conducted prior to employee start dates, and that refresher training is up-to-date and meets emergent concerns and needs.
- **Subcontractor Cost-Related Risk** – Subcontractor cost control is maintained through both positive and procedural means. Performance risk due to subcontractor cost is mitigated by maintaining the close working relationships and communication we have established with our team. Subcontractor coordination and integration is facilitated by weekly internal meetings conducted by our program support team. Program performance is a key agenda item during these meetings. The Program Director, Ms. Kennish, is apprised of any outcomes resulting from these meetings, particularly any items that relate to subcontractor performance and require immediate action with the designated corporate subcontractor leads. As the incumbent team for MOS, our Team’s experience and past performance contributes to mitigating subcontractor risk based on cost/price. Our in-depth understanding of MC&FP’s execution requirements means we feel confident in issuing fixed fee price subcontracts/pricing following contract award. The benefit to MC&FP is minimal risk due to subcontractor costs, and better overall cost control.
- **Subcontractor Performance/Schedule Control Risk** – Our Program Director maintains performance and schedule controls. Project actions, milestones and timelines are established for all project activities, thus enabling program personnel and designated MC&FP personnel to monitor project action/milestone accomplishments. This provides an effective and transparent means to measure action/milestone accomplishments against actual costs that are derived through our cost accounting system. Program personnel are able to track subcontractor performance and project-related deliverables, as well as those for the entire team. Additionally, this assists the MC&FP and program/project managers by providing an accurate/transparent means to measure action/ milestone accomplishments against actual program costs, and accurately project estimates to completion. Subcontractor performance is also monitored and reported by a series of agreed-upon quality/performance measures aimed at creating program efficiencies that contribute to process

improvements relating to program cost, performance and schedule. Another way of mitigating subcontractor performance/schedule risk is by constant planned and ad-hoc communication, coaching, and training. In addition to the aforementioned controls, we conduct formal and informal meetings between Ms. Kennish and our subcontracting corporate leads, and between Ms. Dempsey and designated subcontractor lead personnel. Among the many issues discussed, the primary focus of these meetings is to proactively identify potential requirements, issues and risks related to subcontractor and overall team performance.

Prior Business Relationships and Merit of Proposed Subcontractors – Our teaming approach/strategy focuses on identifying and vetting highly qualified large and small partners who have the necessary capabilities, experience and past performance to support current and future MC&FP challenges. Additionally, we continuously seek out small businesses that are financially stable, possess key/innovative capabilities, and have mature business processes. As a minimum, teammates are considered based on their ability to meet the following criteria:

- Experience and past performance supporting communication efforts with military members, as well as knowledge of key MC&FP internal and external stakeholder audiences
- Demonstrated expertise and past performance in key PWS areas
- The ability to bring additional capability depth and innovation in key MC&FP PWS support areas
- Competitive corporate pricing models
- Current industry best practice capabilities in their primary support areas

As you will see in our Past Performance citations, our Team meets and exceeds our above selection criteria. Above all, we looked for industry partners with a reputation for working harmoniously on a contract team. All teaming agreements for major/critical subcontractors have been completed and are attached. The prior business relationship and overall merit of our teaming partners is addressed below:

Company Name	(b) (4)
Type of Supply/Service:	
Size Classification:	
Prior Business Relationship (Per Section L)	
Teaming Agreement Attached	
Rationale for Selection	

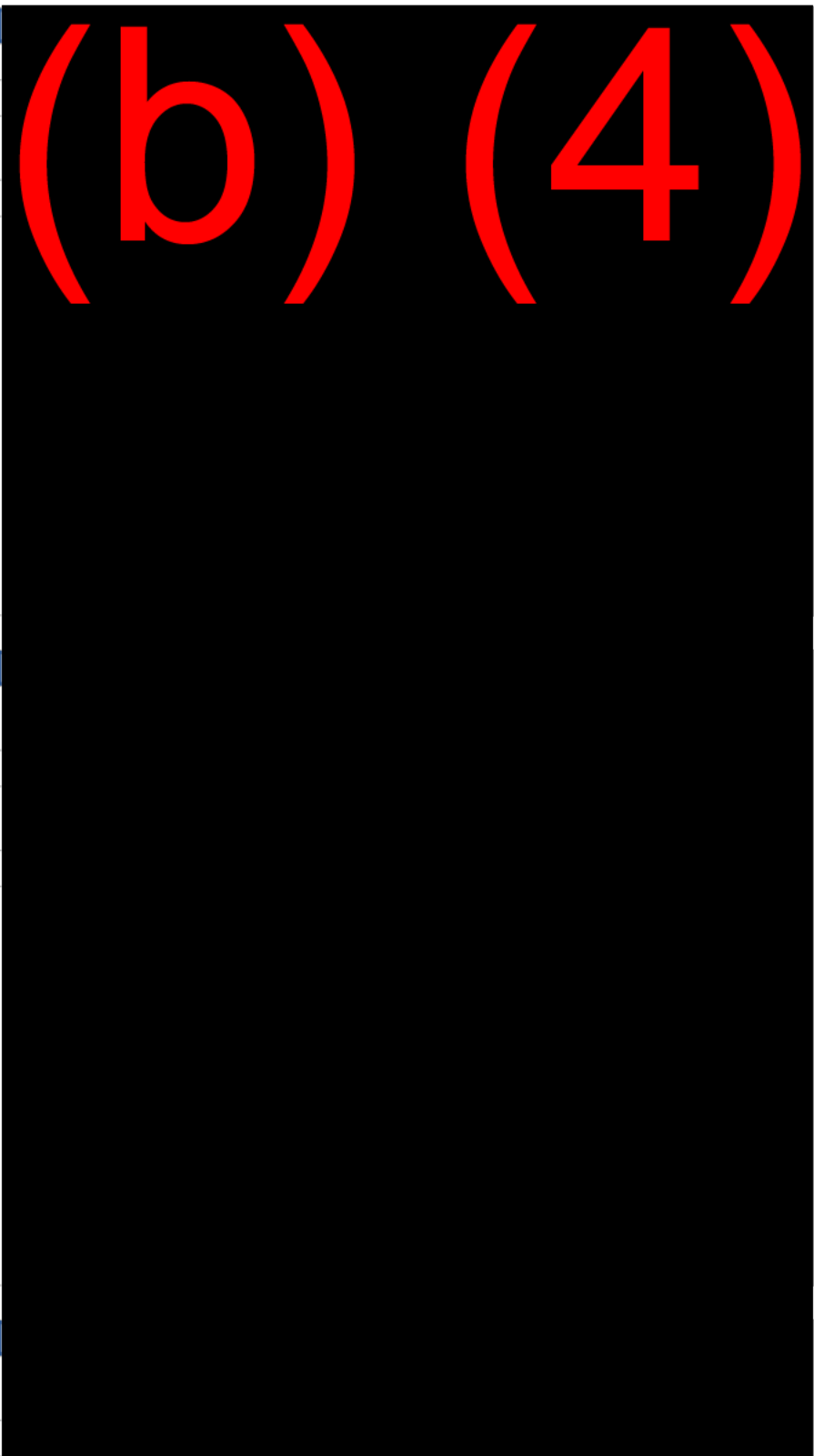
Company Name	(b) (4)
Type of Supply/Service:	
Size Classification:	

Company Name	(b) (4)
Prior Business Relationship (Per Section L)	
Teaming Agreement Attached	
Rationale for Selection	
Company Name	
Type of Supply/Service:	(b) (4)
Size Classification:	
Prior Business Relationship (Per Section L)	
Teaming Agreement Attached	
Rationale for Selection	
Company Name	
Type of Supply/Service:	(b) (4)
Size Classification:	
Prior Business Relationship (Per Section L)	
Teaming Agreement Attached	
Rationale for Selection	

Company Name
Type of Supply/Service:
Size Classification:
Prior Business Relationship (Per Section L)
Teaming Agreement Attached
Rationale for Selection

Company Name
Type of Supply/Service:
Size Classification:
Prior Business Relationship (Per Section L)
Teaming Agreement Attached
Rationale for Selection

Company Name
Type of Supply/Service:
Size Classification:



Date: October 23, 2012

To: ValueOptions Inc.

Subject: Consent for release of past performance in support of Military OneSource RFP D12PS50899

In support of ValueOptions Inc. responding to the Request for Proposal (RFP) for the Military OneSource (MOS) program contract, we hereby consent to ValueOptions Inc. providing any past performance information concerning our company required in response to this RFP.

We look forward to our continued work together in support of the MOS program.

Respectfully submitted,

(b) (4)

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Vice President

(b) (4)

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(b) (4)

Date: October 12, 2012

To: ValueOptions Inc.

Subject: Consent for release of past performance in support of Military OneSource RFP D12PS50899

In support of ValueOptions Inc. responding to the Request for Proposal (RFP) for the Military OneSource (MOS) program contract, we hereby consent to ValueOptions Inc. providing any past performance information concerning our company required in response to this RFP.

We look forward to our continued work together in support of the MOS program.

Respectfully submitted,

(b) (4)

President and Chief Operating Officer

(b) (4)

(b) (4)

Date: October 17, 2012

To: ValueOptions Inc.

Subject: Consent for release of past performance in support of Military OneSource RFP D12PS50899

In support of ValueOptions Inc. responding to the Request for Proposal (RFP) for the Military OneSource (MOS) program contract, we hereby consent to ValueOptions Inc. providing any past performance information concerning our company required in response to this RFP.

We look forward to our continued work together in support of the MOS program.

Respectfully submitted,

(b) (4)

A large black rectangular redaction box covers the signature area.

Senior Vice President

(b) (4)

A black rectangular redaction box covers the name of the Senior Vice President.

October 12, 2012

To: ValueOptions Inc.

Subject: Consent for release of past performance in support of Military OneSource RFP D12PS50899

In support of ValueOptions Inc. responding to the Request for Proposal (RFP) for the Military OneSource (MOS) program contract, we hereby consent to ValueOptions Inc. providing any past performance information concerning our company required in response to this RFP.

We look forward to our continued work together in support of the MOS program.

Respectfully submitted,

(b) (4)

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Senior Account Executive

(b) (4)

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Date: October 23, 2012

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Vice President

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VOLUME I INTRODUCTION

The Military Community and Family Policy (MC&FP) office created Military OneSource (MOS) as a unique solution to address life stressors that can negatively affect the mission readiness of service members and their families. We have provided services to the military for more than 20 years through other programs such as TRICARE, and have more than 30 years’ experience in commercial Employee Assistance Programs (EAPs), but we have come to recognize that the MOS program is unique unto itself:

- MOS is the most diverse and complex program of its kind anywhere in the world, yet its scope of practice for both our staff and network providers are clearly defined.
- MOS establishes a single point of contact for all branches of the service, yet it is carefully designed to address the unique needs of each.
- MOS defines clear standards of operational practice, quality assurance, and service to Participants, yet it demands that the program administrator be highly adaptable as the program evolves.


During the past year, we have been privileged to serve the Government and MOS Participants as the bridge contractor for the MOS program. As an organization, we have extended every possible effort to meet and exceed the requirements for our role, both in the tangible areas of performance and in a number of intangible ways as well. The tangible areas of our performance can be seen in the quality of the team that we recruited and put at the Government’s disposal. The experience and knowledge of this team has mitigated significant implementation and program operation risk during this period. In addition, our operational infrastructure, our network recruitment efforts, our comprehensive quality assurance processes, and our enabling technology have all contributed to a high level of program compliance and satisfaction. These are the tangibles of our performance as the program administrator during this period. However, we believe that the intangibles we have brought to our MOS role are equally important for the long-term success of the program:

Clinical Expertise Applied To Non-Medical Counseling: We have artfully applied




our clinical training in the service of non-medical counseling and problem solving to support all Participants.

Recruiting People with Passion and Compassion To Serve: We have intentionally

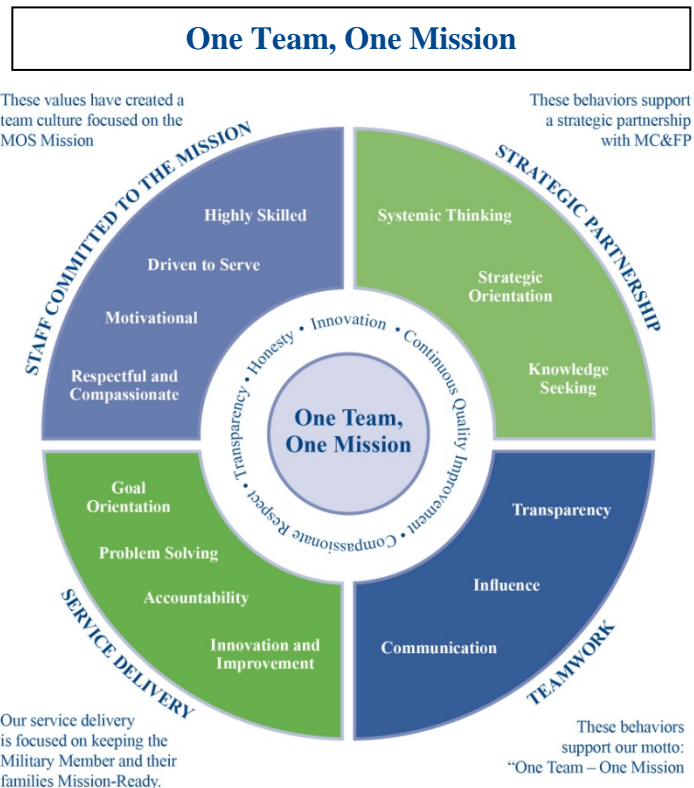


recruited people with military backgrounds. Because so many members of our Team have been part of the military family, we bring a natural level of empathy and expert knowledge to the issues Participants face.

Transparency and Teamwork: From the



beginning, our Divisional President Kerry Mooney set a tone of “One Team, One Mission.” and this is how we have approached our role. We admit our mistakes. We demonstrate an ability to adapt and innovate. We remain focused on the mission.



It has been an honor and a privilege to serve the MOS program during the past year. Given what we have accomplished together over these short months, it is tempting to say, “Imagine what we can do together on behalf of the MOS program over the term of this contract.” However, that story is told in our responses to Factors 1, 2, and 3 on the pages that follow.

FACTOR 1: NON-MEDICAL COUNSELING

The Sub-Factor sections that follow detail our technical capability and approach; our network development, management, and credentialing processes; and the management steps we take to ensure the quality of the MOS program. As the bridge contractor during the past year, we have learned a great deal about the unique requirements of the MOS program that differentiate it from standard EAP programs. We understand the potential for adverse incidents among MOS Participants and our experience on this contract over the past year enables us to identify and address them effectively. We understand the challenges of developing a well-trained network of providers that includes access for Guard and Reserve Participants who may live in remote areas. We understand that the standards for training, certification, and scope of practice are more rigorous than some providers are willing to accept, and so a program administrator cannot simply assume that its existing provider network will meet the unique needs of the MOS program. In addition, we understand the importance of having a Quality Control Plan (QCP) that ensures the continued success and enhancement of the program.

We believe we offer the Government and MOS Participants a unique level of understanding, technical capability, and commitment to providing compassionate, effective Non-Medical Counseling services. The table below illustrates the key strengths that we offer:

Feature	Benefit
<p><u>A seasoned, well-trained staff</u> Our highly qualified staff has a complete understanding of the MOS program and the scope of practice for non-medical counseling.</p>	<p>This mitigates significant transition risk. In addition, our comprehensively trained network –with its understanding of military culture, resources, chains of command, and installations–reduces the scope-of-practice risk on complex inquiries and cases.</p>
<p><u>A fully credentialed and growing network</u> One of our lessons learned over the past year is that the process of qualifying providers for the MOS program is more complex than for traditional commercial EAP programs.</p>	<p>The work we have already done on the Government’s behalf to ensure a compliant provider network greatly reduces the risk of service interruption and compromised program quality.</p>
<p><u>Innovative solutions for engagement</u> Despite the work we’ve done together, there is more to do.</p>	<p>Our tele-counseling capabilities reduce the risk of limited access for remote Participants. Our peer-to-peer support model offers additional Non-Medical Counseling that has been demonstrated to improve Participant satisfaction and outcomes. In addition, we will improve engagement and response by increasing access to services through mobile texting capabilities and self-assessments as a means of gathering Participant feedback, resulting in improved quality assurance.</p>

Subfactor I: Technical Capability And Approach

The provision of Non-Medical Counseling services to MOS Participants is the heart of our accountability and our service as program administrator. Under our present contract, we have consistently met Government requirements for non-medical counseling, providing confidential, 24/7 access to these services by telephone, online, video, or in person (**PWS 5.0.1**). Our Triage Consultants are expertly trained and have established a reputation among MOS Participants for their compassion,

their understanding of the stressors of military life, and their ability to identify and access needed resources.

First, we have taken great care to build a network of providers who understand the program and its scope of practice, but who also have a deep commitment to serving the military and their families. We have invested in training these network providers extensively, focusing especially on identifying high-risk situations including potential suicides and Duty To Warn (DTW) situations.

VO has demonstrated that it understands the scope and complexity of the services required by the MOS program—leading individuals to life affirming solutions over a brief number of sessions. However, it is how we have applied those requirements that we believe sets us apart from other organizations.

Secondly, we have deployed our military experience and our more than thirty years of EAP experience on behalf of the MOS program. We have built a national network that includes specialists in many areas, including financial counseling. We have increased access for Participants in remote and isolated areas. In addition, we have made valuable information resources on numerous topics more available by linking our award-winning website to the Government's www.militaryonesource.mil site.

Finally, we are introducing innovations to better meet the needs of younger, technology savvy military personnel and their families. In the following sections, we discuss our proposals for more extensive use of tele-counseling and for mobile applications for self-assessment and program information.

PROVIDING PRIVATE, CONFIDENTIAL NON-MEDICAL COUNSELING (Factor 1

Subfactor I, Section L Paragraph 1, and PWS 5.0). Our approach to delivering Non-Medical



Counseling services to the military is based on our company's roots in services for military members and their families, experiences and lessons learned serving as the current MOS contractor, and our 30 years of leadership in the Employee Assistance field. We deliver Non-Medical Counseling through a clearly-defined organizational structure led by James Keener, a licensed Director of Non-Medical Counseling, under the direction of Renee Kennish, the MOS Program Director. Exceeding program requirements, consultation is regularly scheduled with Gary Proctor, M.D., our Division Medical Director, to review specific cases and participate in the professional development of the licensed supervisory team. Dr. Proctor is a psychiatrist with extensive and recognized experience serving the military. Triage Consultants receive structured training and adhere to documented MOS procedures according to directives from program staff and VO's national policies.

We have consistently met the Government's MOS objective of providing private, confidential Non-Medical Counseling to eligible MOS Participants, as specified in **PWS 1.2.1**. Our success includes our MOS Team's adherence to professional industry quality and operational standards established by URAC and by the Council on Accreditation (COA) in accordance with **Section J-5ee (PWS 5.0)**. By following the highest industry-recognized guidelines, we ensure the best possible services to Participants while reducing possible risk to the Government.

Exceeding Government Requirements

Approximately 33% of our Triage Consultants are licensed clinicians to ensure that all high-risk cases are directly managed by a licensed clinician in consultation with a licensed supervisor.

Benefit to the Government

Members in crisis situations receive effective, early intervention.

We obtain Primary Source Verification of credentials for licensed professionals, and all employees receive regularly scheduled supervision, performance appraisals, and quality auditing of the cases they manage. In addition to training for new hires, all MOS staff receive annual training on Privacy and Security, Code of Conduct, and Ethics, in accordance with established policy and procedures for

ensuring confidentiality. Our quality program incorporates measures of individual performance, evaluation of aggregate information, system monitoring, review of provider performance, and procedures to evaluate Participant satisfaction. Our paramount focus is the safety of Participants. Therefore, a significant area of continuous focus has been on training staff regarding the risk factors in the assessment process, and enhancing skills of engagement. Our MOS team has collaborated with the Government to develop workflows, training materials, monitoring tools, and consistent consultation strategies so that all Participants presenting with any risk factors receive compassionate, prompt, and effective support to ensure their safety. We have refined our skills and procedures *while responding to nearly 160 risks or reportable situations each month* (Section J-30). Our MOS Call Center Triage Consultants and clinical supervisory teams remain vigilant for risk issues with each caller and maintain the highest level of professional acumen in listening for clues of danger.

The Non-Medical Counseling services we provide focus on helping service members and their families address situational issues that may impact operational readiness. Deployment, re-integration, and family adjustment concerns can create temporary imbalance for service members and their families. These issues are the core focus of the Non-Medical Counseling scope of services, and are not readily addressed by traditional

mental health or medically-oriented delivery systems. Participants are eligible for up to 12 Non-Medical Counseling sessions per person per issue at no cost to the Participant.

Innovative Way to Address Issues That May Affect Readiness—Personal Recovery Concepts

One of the innovations we offer the Government is a Personal Recovery Concepts solution. Personal Recovery Concepts allows Participants to virtually document and store key information in five specific areas: personal, financial, emergency, household, and legal. In doing so, Participants and families are able to quickly locate and recover critical information required following a wide array of unexpected events. We plan to introduce this as a pilot program to MOS, perhaps to deployed service members and their families, to ease the burdens associated with deployment and difficulty accessing information in the absence of such a repository.

Suicide Prevention Strategies (PWS 5.0). VO is



committed to reducing the Government’s risk by hiring qualified employees at all levels, providing ongoing staff training and audit practices, operating under clear policies and procedures, and providing immediate access to engage and support callers in crisis. Our MOS experience has made us acutely aware of the risk that accompanies situational issues such as a failed relationship, financial hardship, or feelings of isolation due to a deployment. While callers may deny thoughts of suicide, we are vigilant in our efforts to connect callers to appropriate resources and provide high quality follow-up in order to mitigate risk.

Our call center processes bring clinically licensed staff into all risk-related calls as soon as any such element is identified. Triage Consultants have immediate access to materials to support Participants in crisis. Evidence-based assessment tools have been developed for both licensed and unlicensed

Participant Testimonial

“I’d just like to take time and express my deepest thanks for what you did for my family while I was deployed in Afghanistan. You provided counseling for my wife when I was unable to console her. I covered all 34 provinces in Afghanistan while attempting to recruit for the Afghan Army. It was my worse trip overseas and I required two surgeries upon my return. I’m receiving 70% PTSD from the VA and have been tested positive for TBI. YOU GUYS MADE A DIFFERENCE WITH MY FAMILY. THANK YOU, 1SG (RET).”

Exceeding Government Requirements

We have developed Grief and Bereavement resources for family members who may call MOS but are not eligible for Non-Medical Counseling services.

Benefit to the Government

This ensures that non-eligible callers are still connected to needed resources.

consultants. In addition we created resource databases—including military and civilian contacts—to locate and connect Participants in crisis with immediate face-to-face intervention. We also interface with various military resources as needed. We conduct follow-up audits on 100% of DTW/Mandated Reporting (MR) cases.

Our existing logistical and operational tools and processes include case tracking, documentation, coding, and case handling workflows. These processes ensure that the Participant’s data and case details are handled confidentially and efficiently, and that Participants in crisis receive immediate clinical intervention.

Our efforts to improve engagement of at-risk Participants include an innovative online program that will be added to the MOS EAP Website entitled “Warriors Prevail.” For additional information, please see **Factor 2, Subfactor II** (page 9, Para. 4).

Ensuring Adherence to Scope—Our Understanding of and Compliance with Non-Medical Counseling (PWS 5.4.3). VO’s technical approach combines the science of Non-Medical Counseling with the art of behavioral motivation so that Participants access the appropriate resources to build on their strengths and increase their resiliency. VO’s MOS Team’s Non-Medical Counseling encompasses only issues typically representing V-Code situational concerns (section **J-32**). Our approach is pragmatic, educational, and solution-focused. Providers and telephonic/online consultants collaborate with Participants to develop specific goals that are behavioral, measurable, and attainable.

At case closing, the provider (whether face-to-face or telephonic/online) submits an assessment of progress toward goals, as well as an additional evaluation of nine functional areas, including social/family functioning, anxiety, concentration, and job performance. Outcome information and counseling effectiveness are measured by comparing pre/post scoring of these functional areas at intake and at case closing. To support efficient reporting, Case Activity Forms (CAFs) can be submitted through the provider portal, via fax, or through U.S. mail. We will encourage our providers to submit their CAFs through the provider portal or via fax to ensure that documentation is in the Government CMS within 15 calendar days after each session.

Screening for Scope of Care (PWS 5.0.1). We understand thoroughly the scope of practice for the MOS program, and have policies, procedures, training, and auditing to support it. To ensure adherence to the scope of practice (**PWS 5.0.1** and Section **J-32**), our MOS team deploys a unique competency-based training module (based on DoD Instruction 6490.06) with new Triage Consultants. We incorporate refresher training with existing staff in group settings or with one-on-one supervision. This training includes role-playing in which trainees determine whether situations fall within the scope of Non-Medical Counseling. Our training program compares clinical mental health therapy and Non-Medical Counseling to help staff develop a clear understanding of their differences. Afterward, trainees

Exceeding Government Requirements and Mitigating Risk

Triage Consultants never tell callers we cannot help them. They are trained to respond with an explanation of ways in which we can help—whether through Non-Medical Counseling or another type of service.

Exceeding Government Requirements

Above and beyond case record review, our Clinical Quality team meets once a week for “call calibration.” Calls are often chosen for their difficulty and/or nuance around certain items on the audit tool. All auditors complete an audit on the call independently. The team then identifies any areas in which additional training, coaching, or support to the Triage Consultants needs to occur. The audit team takes great pride in the open forum that is encouraged within these discussions.

Benefit to the Government

The purpose of call calibration is to decrease variation in interpretation of calls, thus ensuring consistency of response to callers which results in increased quality of service.

demonstrate their comprehension of these guidelines by generating a list of issues appropriate for Non-Medical Counseling.

Our MOS training program provides for detailed referrals to appropriate resources when an issue falls outside the scope of Non-Medical Counseling. In these instances, Triage Consultants advise callers that they will be linked to their MTF, TRICARE, commercial health insurance, or community resources (**PWS 5.0**). Similarly, when a caller's issue requires reporting to the Family Advocacy Program (FAP), the Triage Consultant will offer community-based resources and facilitate the connection to FAP. Triage Consultants use an intake script that includes five prompts required to determine scope. A positive response on any of them requires the Triage Consultant to ask clarifying questions to ascertain if the issue is situational, is indicative of a mental health condition, or if there are risk factors that put the caller outside the scope of Non-Medical Counseling. Our scripts are continually updated based on lessons learned and we encourage consultation with supervisors for accurate determination, as well as ongoing education and skills refinement.

Network Providers (PWS 5.0.2).

No other EAP in the world requires the same level of training, and because the scope of practice is unique, unlike what most providers are accustomed to, it requires a different level of training and monitoring. As your current partner, we strictly adhere to the Government's self-referral guidelines. Our designated provider relations team understands the requirements of the MOS program. Moreover, VO's MOS Provider Handbook outlines procedures that facilitate a referral to mental health care. Through our education and training activities, providers know to contact us if they need help locating resources. Our MOS team requires them to consult with us on situations involving reportable events or clinical risks. To further support adherence to scope of practice, the MOS CAF specifically requires providers to attest that no diagnosis other than a V-code is present, and to identify the presence of risk to self or others. For quality control, any CAF with an identified risk automatically notifies our clinical team, who in turn calls the provider to ensure that appropriate interventions are underway, including referral to clinical services if the situation is out of scope. This process reduces program risk by providing a second layer of insurance that the presence of risk and risk influencers are being promptly, appropriately addressed (**PWS 5.0**).

Providers' signed MOS contracts include items addressing the nature of Non-Medical Counseling, referral of Participants for services or treatment beyond its scope, prohibition of self-referrals, and procedures for notifying our staff of any suicide, homicide, domestic violence, child abuse, sexual assault, illegal activity, or risk thereof. All providers are required to operate under normal business hours, including evenings and weekends.

All Non-Medical Counselors and providers Criminal History Background Check and Fingerprint Checks are performed on all Non-Medical Counselors and providers prior to performing under the MOS contract, in compliance with DoD Instruction No. 1402.5 and J-17 (**PWS 6.1.5**).

PROVIDING INFORMED CONSENT (PWS 5.2). Our MOS team is vigilant about protecting Participants' confidentiality. To maintain confidentiality while adhering to federal, state, and military requirements, our staff advises Participants about confidentiality protection at two distinct points. The first (as required by Sections **J-11** and **J-27**) occurs when an individual first contacts MOS. Our staff

Exceeding Government Requirements

Since assumption of the MOS program administration in August 2011, we have consistently exceeded the 92% standard for provider accessibility within 15 miles or 30 minutes. For the past 6 months, we have reached 98% or better accessibility.

Benefit to the Government

Providing MOS Participants with easy linkage to an MOS provider assuring the Government that Participants have ready access to the program.

reviews the limits of confidentiality and obtains the caller's attestation that they understand its limitations regarding harm to self or others, including sexual assault, domestic and child abuse, and illegal activity. We advise the Participant that the call is being recorded for quality purposes and obtain verbal authorization to continue. When a Participant accesses services telephonically or online, confidentiality limits and the Statement of Understanding are reviewed either verbally or via electronic exchange. Prior to submitting a request for online counseling, Participants indicate that they have reviewed the confidentiality parameters online. We meet these requirements while actively engaging the Participant in the process.

The second time Participants are advised of confidentiality is when they attend face-to-face Non-Medical Counseling and are required to sign the MOS Statement of Understanding before beginning any session. It reiterates confidentiality limitations related to threat of harm to self or others, domestic or child abuse, violence against any person (including sexual assault), and present or future illegal activity. It also explains that there is no charge to Participants for counseling, but referral to other mental health services may incur costs and that they are responsible for confirming that coverage. Record sharing with the DoD, Military and Family Life Consultants (MFLC), and others with access to the Government's Case Management System will be addressed in the updated Statement of Understanding to be developed during program implementation.

In accordance with Section **J-6**, providers' signed MOS contracts require them to view Participants' military or dependent ID cards to confirm eligibility for Non-Medical Counseling. It also clearly prohibits the provider or any office staff member from copying the ID. Providers must document on the MOS Case Activity Form that they have reviewed the ID card. Providers who fail to indicate viewing the card by the second visit are instructed to verify eligibility prior to continuing services (**PWS 5.8.3**)

PROVIDING HEALTH AND WELLNESS

COACHING (PWS 6.1.9). All MOS health and wellness coaches are trained on the physical fitness standards for each branch of the military, as outlined in **J-19a-f**. MOS coaches focus on the whole person to address issues—weight management, nutrition, fitness and exercise, general health and wellness, and military fitness—by helping Participants make healthier lifestyle choices and establish healthier habits (**PWS 6.1.2**). They all possess a bachelor's degree from an accredited college program and demonstrated current coaching competency. In accordance with URAC and COA guidelines

(Section **J-5ee**), the coaching program has written procedures, documentation requirements, quality monitoring, and procedures to determine Participant satisfaction. Our coaches have completed an International Coach Federation-approved training course (**PWS 6.1**) and demonstrated coaching competence before employment with the MOS Program. Coaches receive regular supervision and feedback, as well as training opportunities, to maintain their familiarity with current best skill practices (**PWS 6.0 and 6.1.2**). Criminal History Background Check and Fingerprint Checks are performed on all coaches prior to performing under the MOS contract, in compliance with DoD Instruction No. 1402.5 and J-17 (**PWS 6.1.5**).

The coaches deliver sessions telephonically and via online applications. We are able to offer comprehensive wellness web content, directly from Mayo Clinic's library, giving Participants access to

Coaching Testimonial

*To everyone at Military OneSource,
A huge THANK YOU for all you do to help military families!
I believe that Military OneSource is one of the greatest
resources and benefits currently being offered to military
families. In my work as a Family Readiness Officer, I call
quite frequently with questions from my Marines and
always receive help from an extremely courteous and
professional person who not only takes the time to truly
understand my question or need, but also ensures that they
have answered my question to its entirety.
With heartfelt gratitude for your continued support to our
service members and their families...keep up the great
work!*

credible and trustworthy resources authored by experts. Coaching appointments are available during business, evening, and weekend hours, to accommodate foreign time zones to accommodate OCONUS. We have established guidelines for documenting coaching sessions. There are reportable fields to monitor goal attainment, coaching topic area, and number of sessions (**PWS 6.1.1**). Our coaching team participates in general MOS program orientations, and is familiar with the full spectrum of services available through the program. When a Participant discloses an issue requiring services beyond those available through coaching, the coach will facilitate a warm hand-off to the appropriate resource, (for example, TRICARE, MTF, VA and MFLC) and follow-up to confirm that a connection has been made (**PWS 6.1.4**).

Our policies governing services for minors require a parent's signed consent before any coaching is delivered (Section **J-30** and **PWS 6.1.5**) however consent is not required in DTW situations. Health and Wellness Coaching Program modifications will only be undertaken with Government approval and written acknowledgement of the Contracting Officer Representative (COR) (**PWS 6.1.7**).

Exceeding Government Requirements

All Health and Wellness Coaches have master's degrees in health-related fields, resulting in greater competence to ensure the military of healthier, mission-ready personnel. Furthermore, 33% of all MOS Coaches are Veterans so they have the personal perspective and understanding to benefit MOS Participants.

Benefit to the Government

Members receive coaching from the most highly trained professionals.

PROVIDING FINANCIAL COUNSELING (PWS 7.0, 7.1.1, 7.1.3, 7.1.4 and 7.1.5). Through our experience with MOS we have gained greater insight into the financial challenges service members and their families face. We provide critical financial services to military members and families to ensure that a Service member's readiness is not being undermined by financial problems or relationship challenges stemming from financial issues to include appropriate guidance regarding the Service Member's Civil Relief Act (SCRA) Public Law 110-289 Housing and Economic Recovery Act of 2008 as well as other pertinent laws and policies (reference **J-5k**). We help eligible Participants overcome or prevent financial problems by offering expert financial counseling and education (in accordance with Section **J-16**), particularly recognizing the implications for those service members with security clearance (**PWS 7.0**).

The MOS financial counseling team members have and will maintain national certification and accreditation (**PWS 7.0**). Under the new contract, our MOS team will comply with DoD standards and follow all Government guidelines on employment and conflicts of interest (in adherence to Section **J-5k**), as we have for the past year (**PWS 7.1.1**). Our counseling approach seeks to educate and empower service members to take control by increasing their financial competence and thereby improving their personal readiness.

We offer telephonic financial counseling at times to accommodate foreign time zones for those Service members who are OCONUS. Telephonic counseling sessions are immediately available (during business hours), or Participants may schedule future appointments convenient to their schedules. In addition, we will expand access by also providing face-to-face appointments on evenings and weekends (**PWS 7.1.3**). We adhere to the Government requirement to not limit financial counseling to twelve sessions per person per issue (**PWS 7.0**).

When our staff identifies a situation involving extreme financial hardship or deprivation, we refer the Participant to appropriate, sanctioned military resources. We maintain a database that includes relief societies, installation banks/credit unions, as well as extensive state, federal, local, and veterans' organizations. We verify each referral's appropriateness and the availability of funding before referring

a Participant to any resources. Triage Consultants also make referrals to resources that can help Participants address relationship and/or lifestyle barriers to their financial health (**PWS 7.1.4**).

Our current MOS financial staff and counselors never sell or endorse products, never offer investment advice about specific funds, and make referrals to nonprofit services whenever possible. If a counselor violates these policies, we will investigate the situation and the individual will be subject to disciplinary action up to and including dismissal (**PWS 7.1.5**).

PROVIDING TAX FILING SERVICES (PWS 7.2).

We will continue to offer MOS Participants access to free tax filing services for federal and multiple state returns. We also provide telephonic tax consultations (**PWS 7.2.1**). Lastly, we will continue to provide a link on the MOS EAP website through which Participants can access free tax filing services (**PWS 7.0**). Based on usage metrics we capture, we have learned that 1) Online free tax filing services, 2) free tax filing service Frequently Asked Questions, and 3) Warnings regarding Tax Scams account for the top 3 reasons Participants access the MOS EAP website. Our approach will utilize respected Ability One companies to provide staffing support of tax advisors for the coming tax season on both the current bridge contract and the follow-on MOS contract. These companies were chosen based on an evaluation which included direct experience and highly successful “Wounded Warrior” training and placement programs, and experience in placing high-cognitive, severely disabled veterans. The addition of these resources will increase our team’s sensitivity to military tax issues and also increases the number of disabled veterans we employ. Our team will continue to provide management oversight and training for the tax advisors, and will support each company in a mentoring role to achieve our longer-term goal of creating additional MOS opportunities for Wounded Warriors and their caregivers, through this arrangement.

Working with all parties involved, we compiled Lessons Learned and recommendations for tax season and shared it with the Program staff. The resulting changes (e.g., posting tax preparation information earlier) will improve service delivery and facilitate problem resolution before tax preparation activities begin.

VO’s MOS program has compiled a list of the most common tax questions and answers, and posted it on the militaryonesource.mil public website. We will continue to add to this list as appropriate (**PWS 7.2.2**). Our consultants will also continue to provide Participants contact information for local military installation tax service support. We store that information in our database, which is constantly updated to reflect accurate information, where it is easily accessible to our consultants (**PWS 7.2.3**).

Subfactor II: Network & Credentials

One of our greatest lessons learned over the past year is the work required to build a national provider network that is capable not just of serving Participants in the MOS program, but doing so with exceptional competence and compassion. Although we continue to enhance our network, we believe we have accomplished impressive results over the past year. Today the MOS program has a national network of providers who genuinely understand military culture, the scope of practice as defined by the concept of Non-Medical Counseling, and the parameters around DTW and other high-risk situations. Additionally, VO has provided or made available to network providers more resources and information to assist them in their support of military personnel and their families than ever before.

Exceeding Government Requirements
ValueOptions’ MOS Provider Handbook is available online 24/7 for providers to reference.
Benefit to the Government
Providers have easy access to the many requirements of the MOS program.

LESSONS LEARNED. VO has 30 years of network development experience. However, when we started developing our current MOS provider network, several assumptions and challenges were revealed. It quickly became apparent that simply transferring qualified providers from our extensive EAP and national provider networks would not be sufficient. The unique requirements of this specialized program would prevent a traditional provider migration, and the MOS provider network would have to be built from the ground up. Elements such as mandatory specialized trainings, program-specific paperwork, stringent timelines, reporting requirements, criminal history background checks, U.S. citizenship checks, and Participant locations that are both concentrated and remote differentiate the MOS provider network from other national networks.

The VO Team overcame an array of challenges to build a network of experienced and well-trained providers. Moreover, the network concentrates providers in close proximity to military installations, while also focusing on rural communities where National Guard and Reserve population densities have been identified. Finally, our network development efforts factored in geographic proximity to active duty families and military recruiters in these communities to ensure ever increasing network coverage and Participant access. The distinct challenges of developing a qualified network that meets MOS specific needs prompted VO to:

- apply multiple network analysis tools
- develop network provider incentive programs
- utilize innovative technology platforms, such as a specialized provider portal and mobile technology that extends and enhances the delivery of provider services
- enhance provider training and communication processes and procedures

As a result of our network development efforts, we have added an average of 640 trained and credentialed providers to the MOS network each month over the past six months.

We have also demonstrated the ability to grow the network beyond its basic access and specialty requirements. In this Sub-Factor, we will describe in detail how our capabilities and processes meet or exceed Government standards. At the same time, we will introduce new proposals for program enhancements such as our tele-counseling capability, e-care Access.

ENSURING ACCESS TO A NATIONAL NETWORK OF QUALIFIED PROVIDERS (Factor 1 Subfactor II, Section L Paragraph Number 1). One of our principle lessons learned (and a key transition risk factor) as we developed the MOS network was that providers were hesitant to join the MOS program due to the additional requirements for credentialing, training, and documentation. We are committed to building a national MOS network of trained, credentialed, and experienced master's level non-medical counselors. This will ensure that Participants receive services within scope from providers who are empathetic to the unique circumstances and needs of the MOS Participants. As such, we have dedicated a great deal of resources to ensure that providers have access to required training at their convenience. Training opportunities are available to providers such as weekly Webinars (online training sessions) conducted by MOS subject matter experts and members of the MOS Provider Relations team; and monthly provider e-newsletters, including an MOS-specific section for articles, information, current events, and updates, etc. When necessary, we engaged a veteran-owned company to assist in conducting person-to-person MOS provider outreach efforts during high volume times.

Approach to Ensure Network Coverage (PWS 5.8). Network development is a dynamic process that involves ongoing assessment to ensure adequate coverage, provider qualifications, counseling access, and service member choice. Our MOS Provider Relations team is dedicated to developing and managing the network that serves our service members and their families. We have developed—and continue to expand—a professional network comprising educated, reliable providers (having undergone Criminal

History and Finger Printing Checks) trained in military culture and family life, who sign an attestation that they understand the scope of practice within the MOS program (**PWS 5.9.1**).

Network Coverage and Accessibility (PWS 5.8.2 and Section J-29 and J-32). Building a network that provides geographic access is only as valuable to MOS Participants as the availability of those providers when they are needed most. A readily available supply of trained providers is required in the high need areas surrounding military installations, remote areas near National Guard and Reserve stations, and a wide breadth of locations where recruiters and military families reside.

As a recognized leader in EAP services, VO uses a beneficiary population sizing model to appropriately size a provider network that will meet the needs of its respective constituents. In this case, it is our country's most important constituency. We begin by using a number of Government and non-Government resources to determine relevant population densities

throughout the United States. Then, using proprietary tools proven through our more than two decades of service to the Military, we determine relative penetration rates and provider population ratios, factoring in historic utilization. With this information, the initial network was recruited, credentialed and trained.

Exceeding Government Requirements

We partnered with the Citizen Soldier Support Program—which has addresses of all National Guard and Reserve members—and mapped these locations to our provider network to identify geographic areas in which provider recruitment is needed.

Benefit to Government

Provides further assurance that our provider network will meet the needs of all members, not just military installations.

America's Military deserves ready access to providers, and our Provider Relations Team consistently monitors utilization and access to care metrics to facilitate network expansion to meet any and all exigencies. Key elements include:

- Geo-access analysis of beneficiary and provider locations with an emphasis on identifying relevant beneficiary population densities, as well as provider to population ratios.
- Rapid and focused recruiting of providers is stimulated by beneficiary calls, quality management data, analysis of monthly referral patterns, and user satisfaction statistics.
- Immediate and intensive provider recruiting begins whenever the Provider Relations Team is alerted of a need to meet beneficiary access standards (15-mile or 30 minute drive) (**PWS 5.8.2**).

VO has licensed providers in every state to provide fifty minute face-to-face non-medical counseling sessions to Participants, couples and families consisting of 12 sessions available in CONUS and in accordance with J-29 and J-32 (**PWS 5.8.2**). Participants will receive services from a provider licensed in the same state (**PWS 5.9.3**). Our policies governing services for minors require a parent's signed consent before any non-medical counseling services are delivered (**PWS 5.9.1**); however consent is not required in DTW/MR situations.

The fact is that face-to-face counseling for 100% of Participants is not possible or appropriate. Some Participants have medical challenges preventing them from accessing care, others prefer alternative counseling solutions, while still others reside in areas so remote that a provider location is not readily available. Our innovative solutions that offer Participants in specialized situations expanded access to network providers are described below.

Telephonic, Video, and Online Counseling (PWS 5.9.3). Telephonic, online, and video sessions with licensed clinicians are also available, and follow the same scope definitions for face-to-face Non-Medical Counseling. These counseling modalities are particularly advantageous for Participants who frequently travel, are OCONUS, for couples in different locations, and for Participants with schedule

issues that make telephonic or online sessions more suitable. We schedule telephonic appointments when the caller initially contacts MOS. Available times include evenings and weekends. We also schedule online counseling in response to a request submitted via the MOS website. Participants submit a request after confirming their review of confidentiality parameters and briefly indicating their issue. After review, counseling is scheduled with an available counselor.

e-Care Access. Since 2009, VO has offered telehealth services near Fort Hood, and in Colorado,



Pennsylvania, and Florida, thereby enhancing access to services for Participants in rural and remote areas, or where the number of specialty providers is limited. We recently expanded our regional capabilities with a unique national solution called “e-Care Access,” the first national EAP and coaching telehealth program in the country. Our Web-based portal and services enable providers to use any high-definition camera and standards-based personal computer for a meaningful and effective engagement with Participants.

Exceeding Government Requirements

By offering the e-Care website, ValueOptions' MOS Program exceeds Government requirements with an audio/video platform that brings providers and Participants together, especially those in the Guard and Reserve, no matter where they are.

Benefit to the Government

Enables live interaction between providers and Participants, thus extending Non-Medical Counseling and Coaching into the home or field, while enhancing Participant comfort, access to services, and confidentiality.

e-Care Access is a valuable option to provide live, interactive audio/video counseling to disabled service members with mobility issues, military families in extremely remote areas, family members separated during deployment, and others who prefer this modality. Telehealth also accommodates the generational preferences of many service members and their families while fostering a more efficient network operation that creates an online pool of available providers for Participants needing Non-Medical Counseling. The platform provides recordkeeping and follow-up; consultations between providers and MOS supervisors; assessments; appointment and post-visit scheduling, as well as follow-up agendas; and mobile telehealth. MOS providers can also offer care via smartphones and tablets, which is a strategy that supports live, interactive audio/video, live text, and chat. We are currently implementing this technology platform with the USCG's CG SUPRT program as a pilot to reach members in remote areas and to improve engagement.

In accordance with **PWS 5.9.3**, all counselors using e-Care Access will be licensed in the state in which the Participant is receiving counseling services. All MOS providers offering telephonic, online or video-conferenced counseling will be licensed in the state where the member resides. VO has identified a large pool of MOS network providers licensed in multiple states. We will also identify experienced providers, and offer training and supervision for these counseling models. This will result in a network of licensed telehealth service providers available for telephonic, online, and videoconference in all 50 states.

Ensuring a Long-Term Provider Pipeline. VO is continuously developing creative ways to expand networks and identify future providers. An example is our collaboration with Norfolk (Virginia) State University on its Advanced Practice in Military Social Work Grant. This program creates a clinical concentration (Master of Social Work) at the Ethelyn R. Strong School of Social Work, and prepares graduates to deliver services to military personnel and veterans. Another example is our relationship with The Chicago School of Professional Psychology (TCSPP), Washington DC Campus. The 18-credit program for a Certificate in Military Psychology that TCSPP is developing is planned for rollout in Fall 2013. VO is in discussions with TCSPP to offer support in the areas of internships, advisory board member and course guest lecturers, and employment preferences for those certificate holders.

Providing Services on Short Notice and in the Field (PWS 5.8.2 and J-29 and J-32). The MOS network stands ready to respond to field service needs such as access to emergency care and DTW scenarios. Our Provider Relations field operations staff cultivates collaborative relationships with providers nationwide and has proven ready to meet exigencies head-on with exemplary results.

CREDENTIALING REQUIREMENTS (Factor 1 Subfactor II, Section L Paragraph 2) ensuring Non-Medical Counseling Provider Licensure Qualifications (PWS 5.9.1 and 5.9.2). Our MOS provider network is comprised of experienced non-medical counselors who are trained, licensed, credentialed, and certified. All providers have completed the mandated Military Culture Competency training before providing services. All providers must have the following credentials to participate in VO's MOS network:

- Master's Degree in a mental health discipline from an accredited college or university
- current, valid, unrestricted license from a State, the District of Columbia, a U.S. Commonwealth, or a U.S. Territory, to practice independently at the highest level in the state where the provider is located
- demonstrated counseling competence preceding employment with the MOS program
- adherence to commercial and professional standards of practice applicable under federal, state, and local laws, as well as relevant DoD/Military Branch of Service and Component policies (in accordance with Sections **J-12** and **J-30**)
- minimum three years' post-licensure experience in a mental health, substance abuse, or EAP setting providing direct member care
- except as state law provides, maintain professional liability insurance coverage of \$1,000,000 per episode/\$1,000,000 aggregate
- verified clearance of a criminal history background and FBI fingerprint check pursuant to DoD Instruction No. 1402.5

All network providers must submit their resumes for review and their licensure history must pass a screening. This process ensures all network providers' counseling competence, as well as compliance with all commercial and professional standards of practice set forth by federal, state, and local laws. Moreover, our EAP providers must demonstrate training, knowledge, and/or experience with assessment and diagnosis, job performance and worksite issues, management consultation, substance abuse assessment, and short-term counseling.

VO affirms that no provider will be added to the MOS network until we have verified completion of the criminal history background and the FBI fingerprint check. The fingerprint checks will be completed within 60 days of initiation, and the FBI report will be stored in the provider file, along with certifications and background checks which will be available for Government review at any time during performance. All fingerprint checks comply with the minimum standards of DoD Instruction No. 1402.5. We annually certify that provider licensure, insurance, credentials, background and fingerprint checks are current and proper, and verify that there have been no license suspensions or investigations (**PWS 5.9.5**).

Primary Source Verification (PSV) (PWS 5.9.2). Primary source verification is used to validate licensure, applicable certifications, education, training, and malpractice history. For identified issues, we conduct further research and/or seek additional information from the provider. Our recertification processes include revalidation of the provider's license and review of malpractice history. We validate provider information monthly, through the National Practitioner Data Bank, Office of Inspector General, List of Excluded Individuals/Entities and state licensing boards.

Credentialing Requirements. In accordance with PWS 5.9 and under our current contract, all of our MOS staff, network providers, and supervisors have already submitted required documentation and undergone credentials review and verification. Any new clinical staff, network providers, or supervisors will meet the same requirements before providing services to MOS Participants.

Non-Medical Counseling Providers (PWS 5.9). VO credentials and recredentials MOS network providers in accordance with National Committee for Quality Assurance (NCQA) and URAC standards. They meet (and in some cases exceed) the minimum standards of the Council on Accreditation (COA). Our MOS program specifies procedures for network application, required documentation, NCQA-compliant credentialing verification, review, and decision by VO’s National Credentialing Committee, which oversees the credentialing, recredentialing, and ongoing monitoring of applicants for initial and continued network participation.

Network Provider Supervisor Qualifications (PWS 5.9.4). VO has a dedicated team of experienced supervisors for the clinical management and oversight of MOS network providers. The supervisors all have a minimum of two years’ full-time counseling experience post-licensure, documented counseling supervision, plus oversight and management expertise with demonstrated current counseling competency and preferably a CEAP having demonstrated counseling supervisory competence.

Financial Counseling Provider Qualifications (PWS 7.1). Our MOS financial counselors all hold bachelor’s degrees. Our telephonic staff include Accredited Financial Counselors (AFC), IRS Enrolled Agents, a Chartered Financial Consultant (ChFC), and Certified Consumer Credit Counselors. Additional employees are currently obtaining AFC certification. We also have a network of financial counselors, certified by the National Foundation for Credit Counseling, available for face-to-face service, where appropriate.

Health and Wellness Coaches (PWS 6.1.8). We annually certify—and can demonstrate in writing at any time to the Government MOS Program Office or CO—that all coaches’ and supervisors’ credentials, required experience, and background checks are current and proper. This certification verifies that health and wellness coaches have not experienced any terminations of performance under any other Government contract, nor any suspensions or investigations. Under any of those conditions, we do not permit any coach to perform services under the MOS contract. Moreover, we do not use any health and wellness coaches until a criminal history background check has been completed.

PROVIDER MANAGEMENT. Our system supports all provider management activities, including network maintenance, credentialing, reports, and inquiries.

Provider Database Technology Features and Benefits	
Automated document expiration date tracking and key timeframes	Ensures accurate, up-to-date provider information for referral and payment
Inbound/outbound technology	Maintains data accuracy without disruption via multiple methods
Multi-user, multi-location access	Ensures accurate, timely information is available to all MOS Team locations; provides secure access to data
Remote database access	Enables efficient audits (e.g., without travel or movement of hard copy files) of identified provider files and key elements
Online audits	Allows for convenient auditing of credentialing and contracting documents via a secure online module
Workload management capabilities	Supports shifting work as necessary to meet deadlines and expedite provider credentialing

Provider Audits and Satisfaction Feedback. Our MOS Team performs random provider audits and gathers satisfaction feedback to ensure appropriate, high quality service. We continuously monitor the

MOS program's providers, focusing on Participant feedback, clinical notes, access standards, and key quality measures as outlined in the Quality Assurance Surveillance Plan (QASP).

If we receive a complaint about a provider, the MOS Provider Relations Team is alerted immediately. A Provider Relations Specialist will call the provider to discuss, educate and provide appropriate training for remediation. All complaints are documented and tracked. A provider with a serious complaint or multiple offenses is subject to termination of MOS client referrals and a disciplinary sanction review by our National Credentialing Committee, which may include removal from the MOS network.

VO will inform the Government MOS Program Office of any Non-Medical Counseling providers, financial counselors, or health and wellness coaches placed on probation and/or remediation, or removed from the network. We will include information detailing the reason for removal in our report (**PWS 6.1.8 and 5.9.5**). Quality procedures include action plans for placing all MOS Non-Medical counselors and financial counselors on probation and/or remediation when necessary. If we identify an inappropriate behavior during a quality audit, call monitoring session, or as the result of a complaint, an action plan is initiated. We will amend this procedure to include a step to notify the Government MOS Program Office of any MOS Non-Medical counselor or financial counselors who have been placed on probation and/or remediation, or have been removed from the network, and the reason for removal (**PWS 5.9.5 and 7.1.2**).

Ensuring Timeliness and Efficiency – MOS Provider Portal (PWS 5.8.2 and Section J-29 and 32).

VO offers a secure online portal that enables MOS providers to manage and document Non-Medical Counseling cases, thus saving valuable administrative time. It also enables them to view client referrals, electronically submit case activity forms and view their status, access provider summary vouchers for invoice and payment information, download and print authorization letters, access an individualized message center to submit and receive responses to inquiries, and access and print forms.

To increase provider adoption we provide user-friendly, online processes for provider credentialing and demographic updates in order to enhance our efficiency and accuracy. The portal enables providers to create appointment reminders for their authorized clients, using e-mail, text message, or automated phone call, minimizing appointment no-shows and enhancing Participant engagement.

VO will begin offering electronic authorization as the preferred method of confirming authorizations with MOS network providers. Currently, we send a letter to the network provider that includes details and a case activity form for every authorization created. An MOS network provider may choose an electronic authorization which will be system-generated—a process enhancement that will reduce costs, improve communication efficiency, save environmental resources, and ease administrative burdens. When we learn the After Action Report (AAR) required data elements, we will implement a user-friendly process for the provider to submit the data.

Provider Training and Communication. Our MOS providers are trained on our guiding principle that all Participants, regardless of rank or status, are treated with the same level of respect, compassion and concern. In addition to the brief overview below of our network provider training, further detail on our training approach can be found in our response to **Section L, Factor 3 Subfactor I, and PWS 10.2 on page 5, Para. 5 of this Volume**.

To ensure providers complete mandatory training, we have learned that provider incentives are an effective tool. Such incentives have included free annual training courses, free CEU credits (applicable to license requirements), and discounted prices for other courses and CEU credits offered through the training library.



Collaboration with Citizen Soldier Support Program. Based upon feedback from our provider community regarding the cumbersome process of getting criminal background checks and fingerprinting for a variety of DoD programs, we have partnered with Citizen Soldier Support Program (CSSP) to offer a pilot to the Government. CSSP is a third party that can provide data repository and data analysis. Our partnership would allow providers to go through the background and fingerprinting once, and for that information to be shared with multiple organizations as needed. This partnership would reduce Government cost for multiple certifications, as well as providers' cost for multiple verifications. VO is the first EAP vendor to share network provider data with CSSP. With Government approval, we will encourage all vendors to do the same to reduce the barriers to provider recruitment and retention, as well as Government certification costs across its various DoD programs.

Network Database Audits to Ensure Access. Our long history of providing Non-Medical Counseling services has enabled us to create a robust audit process that eliminates duplicate listings and “phantom” providers. Results of a 2011 network audit, conducted by Fact Finders, Inc. (an independent survey organization), demonstrated our database accuracy to be greater than 96% for provider demographic and discipline data.

Recredentialing (PWS 5.9.5). MOS provider recredentialing occurs every three years, and we initiate it four months before the due date. We send providers an application, or they may complete the paperless recredentialing process online. Once we receive the completed application, the process is the same as credentialing, with one exception. After application review and credential verification, our Credentialing Specialist gathers performance data to further demonstrate the provider's continuing eligibility for inclusion in the network. The specialist gathers the information from Participant complaints, quality improvement activities, and utilization management data. It is part of our Provider Quality Performance tool that measures performance and competence.

Recredentialing includes reviewing the provider's history for malpractice claims, loss of license, felony convictions, loss or limitation of privileges, disciplinary action, and illegal drug use. In addition, we initiate a criminal history background check and verify that providers have adhered to commercial and professional practice standards set forth by federal, state and local laws, as well as relevant DoD/Military Branch of Service and Component policies. Fingerprint checks will be performed every five years. We then record all review findings in our credentialing module which is available for Government review at anytime during performance. Any provider who fails to meet quality standards (e.g., multiple complaints or evidence of non-compliance) will be referred to the National Credentialing Committee for review, and may face sanctions or termination from the MOS network. VO's system of ongoing monitoring ensures the highest standards of care while continuously strengthening network quality.

Finally, we perform a quality audit to ensure that provider data is entered into the credentialing system accurately. The National Credentialing Committee then reviews the file and recommends continuation or disenrollment from the network based on process findings.

Provider Communication. MOS network communication and orientation begins when providers receive their welcome packets from our MOS Team. We also distribute additional program materials, including newsletters and specific presentation handouts. Our comprehensive education and communication infrastructure continuously informs providers about MOS services and scope, and offers them an opportunity for meaningful feedback.

Effective Provider Communications Elements
MOS website news page: handbook, FAQs, training updates, helpful links, material on military culture (http://VO.com/providers/Network/Military_OneSource.htm)
Weekly webinar training sessions by MOS subject matter experts and the Provider Relations team
Customized e-mails of updates, reminders, and/or instructions via the Constant Contact application
Training alerts for pending MOS provider applicants and annual renewals
Monthly provider e-newsletter, including MOS-specific articles, information, current events, and updates
Provider Pulse , a telephonic system of automated alerts on events, training, and credentialing reminders
High volume (2,000 in 10 days) live calls via A Service Disabled Veteran Owned Small Business (SDVOSB) for person-to-person outreach
Call center open from 8 a.m. to 5 p.m. eastern, with MOS-trained staff
Campaigns that include postcards, e-mails, and faxes, based on providers' communication preferences

Subfactor III: Quality Assurance

We are acutely aware of the critical importance of a comprehensive quality assurance program in delivering responsive, consistent services to military personnel and their families. We have collaborated with the Government to build robust quality management processes that protect the excellence of the MOS program and enhance its delivery over time.

As an added benefit, our Quality Assurance Committee meets monthly—with Government participation—and provides a summary of performance over the previous month that includes patterns, trends and DTW data.

VO is committed to ensuring that quality is embedded throughout our organization. That is why our National Quality Committee is chaired by our chief executive officer, Heyward Donigan, who sets the tone from the top of driving quality and seeking opportunities for continuous quality improvement. This is one reason why employees throughout our organization feel empowered to identify opportunities for improvement and to take personal initiative in quality assurance.

One such example occurred this past year within the MOS program when one of our Triage Consultants recommended we appoint an individual to focus on the development of a comprehensive resource listing to assist MOS callers. As a result, we created a position focused specifically on resource development. This continuously updated resource guide has helped us provide even better service to MOS Participants.

EVALUATING AND IMPROVING QUALITY THROUGH PARTICIPANT FEEDBACK (Factor 1 Subfactor I, Section L Paragraph 1)

Non-Medical Counseling Participant Feedback (PWS 5.6). We have implemented a Web-based feedback tool to capture Participant satisfaction data. A summary of our satisfaction findings are shared each month in our Quality Assurance Committee meeting, which includes MOS program staff. Our feedback tool, available online, enables Participants to respond about their specific service(s). We regularly refine the tool to better capture useful information and improve both “customer recovery” and operational process wherever needed.

To meet the requirements of the new contract, VO’s team will solicit direct response from several specific Participant groups: those receiving Non-Medical Counseling services and those receiving health and wellness coaching. For these two groups, we will deliver the Government-provided feedback instrument based on the communication method (i.e., call, email, fax, or mail) specified by the Participant. With Participants’ approval, we will solicit feedback following the initial counseling or coaching session, and again after case closure. Beyond confirming that the counseling or coaching met

Participants’ needs, we will collaborate with the Government to assess program effectiveness. At the Program Office’s direction, we may use different or additional feedback questions or instruments.

Post Health and Wellness Service Participant Feedback (PWS 6.1.6). While we currently solicit feedback about MOS health and wellness services, under the new contract we will use a Government-provided feedback instrument to obtain direct feedback from Participants who engage in coaching services and have provided their approval.

Outbound Contact with Participants (PWS 4.2.11). We recognize the importance of making outbound contacts to specific groups within the MOS population. Outbound contacts to Participants allow us to obtain feedback regarding different services and programs across the entire range of the MOS experience. The feedback we receive helps guide our continuous quality improvement initiatives. VO places an average of 20,000 outbound calls each month to follow up on Participant calls and requests. Contacts range from ensuring a Participant successfully got a counseling appointment, to confirming that a caller’s translated document was satisfactory.

The MC&FP Office places a high priority on ensuring that MOS Participants get what they called for. We operationalize this process through outbound contacts for 100% follow-up (when appropriate and with the caller’s agreement). Contact is initiated by telephone, e-mail, or letter, based on the caller’s preference. Our outreach methods include a two-day follow-up call to Participants who requested face-to-face Non-Medical Counseling to confirm their appointments and determine whether they have other needs. If we learn that an appointment has not been set, we help the caller schedule an initial counseling session.

Our follow-up process also includes contacting all callers who have requested document translation or educational materials. Finally, Participants calling for work/life services receive a follow-up contact within seven days. In addition, we propose offering follow-up via SMS text messaging in the next contract. We also currently make 90-day follow-up outbound calls to all callers who

have given us permission to contact them, inviting them to complete a satisfaction feedback tool, either by e-mail or on the phone.

Our customer satisfaction feedback tool, which includes 11 elements to capture both satisfaction and outcome results, takes only two to three minutes for the Participant to complete. Results are shared in our monthly quality meetings with the Government. We have continued to refine the feedback tool. Responses have steadily increased since outreach began in January 2012, as depicted in **Figure 1**.

Today, our MOS Team makes two attempts to reach the Participant if he or she requested contact on the feedback form. Up to five attempts are made if there was dissatisfaction noted. **Figure 2** illustrates the percentage of members indicating reduced distress after receiving face-to-face Non-Medical Counseling. This measurement exceeds program requirements and it reflects our commitment to understanding Participants’ needs and continually improving our processes to ensure that they are met.

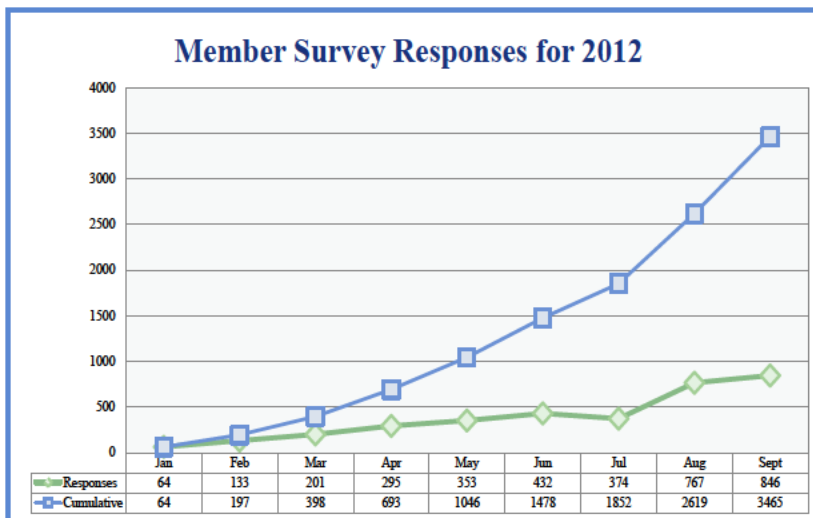


Figure 1: Increasing response rate to Participant survey.

Follow-up contacts will be made in the next contract to ensure that services delivered met the Participants’ needs and expectations. We will obtain Participant approval for follow-up contact, and confirmation of contact information at the time of the original request to ensure that confidentiality is protected. Additionally, other specific outbound contact services may be added (e.g., to elicit feedback, or provide emergency information) as directed by the Government (PWS 5.6). We will not make outbound calls to potential Participants who have not contacted MOS. Below we summarize the tailored approach we developed to gather feedback under the new contract.

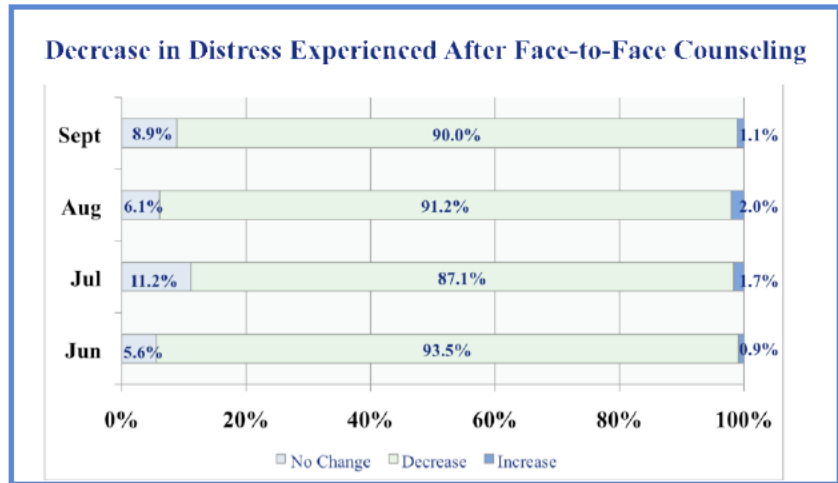


Figure 2: Over 87% of our members experience decreased distress after receiving face-to-face counseling.

Type of Service Received	Follow-Up Method <i>Did the Participant receive the requested services?</i>		Feedback Collection Method <i>Was the Participant satisfied with the services received?</i>			
	Post Call Survey	Outbound Contact (PWS 4.2.11)	Gov’t Provided Feedback Tool (PWS 5.6, 6.1.6)	Telephone Call	Secure Online Survey	Secure Text
Informational Calls	Automated after call			Automated after call		
Counseling Calls: Face-to-Face		Call or Text within 2 days of call	Work with Gov’t to deliver after initial session and after case closure using a variety of delivery formats (call, email, fax, or mail) based on caller’s request			
Counseling Calls: Telephonic or Online						
Health and Wellness Coaching Calls						
Specialty Consultation Calls (e.g., Work/Life, Financial)		Call 7 days after delivery of information			Participant can choose to provide feedback via the telephone or online survey	
Referrals to Other Military and Community Resources Calls		Call or Text within 2 days of call		Participant can choose preferred feedback method: telephone, secure online survey, SMS text messaging		
Service Request Calls (e.g., Document translation, Educational material)						
JFSAP Calls						
Wounded Warrior Calls						
Website						

Currently, our most effective method of collecting Participant feedback is through telephone follow-up calls. However, understanding members’ preference for mobile communication, we are enhancing our

approach to include SMS text messaging. Only Participants who approve contact will receive the follow-up and/or feedback tool. We also propose implementing an additional technology to collect feedback from Participants who make requests that are resolved during the call. At the conclusion of the call, we will offer Participants an opportunity to complete a brief, automated telephone feedback tool to rate their level of satisfaction with the call and the consultant who assisted them. These feedback results will be monitored at all times and this process will give us real-time satisfaction information, enabling us to help staff fine-tune their skills and knowledge, and to adjust processes based on Participant feedback. This enhancement exceeds minimum requirements of the RFP.

Tax Service Support (PWS 7.2.4). Multiple quality control processes are in place for tax service support, including elements specific to military tax issues. Our quality processes begin at the initial call and continue until the case is closed and Participant satisfaction is confirmed. Components of our quality control activity include:

Our quality assurance program works: We have only received 4 complaints out of 22,900 tax service support calls to date this year.

- Comprehensive military tax service support training for all staff including:
 - Military Culture Training
 - Volunteer Tax Assistance Training, Military Awareness Modules address specific military-related tax issues
 - Publication 3, the Armed Forces Tax Guide, provides more in-depth knowledge of IRS regulations concerning the military
 - Military Specific Tax Training addresses common issues service members face during tax filing
- Monitoring of tax consultation calls is performed by quality managers and department supervisors to ensure a high service level. Tax-related content of these monitored calls is also reviewed by IRS-registered tax preparers and enrolled agents.
- Random case audits ensure the accuracy of information provided and the quality of documentation in our case management system.
- Tax consultants are provided with one-on-one feedback after the call audits and live monitoring to identify areas of opportunity for improvement.
- Unless declined, each Participant who calls the service receives a quality assurance callback to ensure that the Participant was satisfied, able to successfully file a tax return, and all questions have been answered.

QUALITY CONTROL PLAN (Factor 1 Subfactor III Section L Paragraph 2)

Meeting Quality Assurance Objectives (PWS 10.5). As program administrator, VO's team implemented a Quality Assurance Plan (QAP) to ensure MOS Participants receive the highest quality services possible. Formally implemented in January 2012, it established key metrics of the Government's Quality Assurance Surveillance Plan (QASP) as the roadmap for the program's performance excellence.

We embed QAP elements in the daily activities of all departments and functional areas. We monitor all performance measures continuously. We reinforce quality through ongoing feedback. Monthly reports identify potential areas of improvement. Performance metrics and reporting provide a foundation for all program improvement activities.

One area that benefitted from our quality assurance review was the scheduling practice for our telephonic counselors. Based on feedback from several Participants, we created a more efficient system for scheduling that resulted in greater capacity for the counselors and the Participants.

Our emphasis on continual process improvement also prompted formation of a Change Management Committee as a central repository for MOS staff to submit, review, implement, and manage process improvements. This multidisciplinary committee meets twice weekly to facilitate a coordinated approach to process improvement.

VO has drafted a new, comprehensive Quality Control Plan (QCP) for the new contract, incorporating our current Quality Assurance Plan and all elements of the QASP in this RFP (**PWS 10.6.1**). Key focus areas for performance and quality improvement activities include daily operations in all functional areas, service delivery, Participant satisfaction, and outcomes. The plan includes the strategies and actions to meet or exceed the Government's quality assurance targets for MOS services.

Our dedicated Quality team reports directly to senior leadership, and draws on extensive resources throughout our company including our enterprise-wide Analytics Services and Outcomes Research activities. These expert resources support MOS performance and quality improvement activities.

Minimum Requirements for Quality Control (PWS 10.6). Our proposed QCP for MOS operations is provided as **Attachment 1**. The plan is developed from our current Quality Assurance Plan and incorporates lessons learned from our experience as well as additional requirements of the new MOS contract.

Measures for Monitoring Performance (PWS 10.6.1). Within the QCP, we describe our measures to monitor all MOS operations, enabling us to keep close watch on our performance and confirm that our service meets or exceeds Quality Assurance Surveillance Plan (QASP) standards (**Section J-4**).

An extensive reporting package is produced and analyzed on a daily, weekly, or monthly basis, as appropriate. These reports provide critical feedback and program control, covering areas of service delivery and satisfaction such as telephonic and online counseling, translation timeliness, and responsiveness. Daily reviews include appropriate coding of referrals to categorize the service being offered, such as face-to-face Non-Medical Counseling or a TRICARE referral. We also monitor whether appointments are being offered within three days of a call for face-to-face or telephonic counseling. Should an appointment not be evident from this review, our team follows up with the Participant to verify that one has been made, or if needed, schedules one that meets their needs.

Quality Records and Reports (PWS 10.6.2). As the program administrator, VO maintains all records and reports pertaining to Quality Assurance documentation for the life of the contract. They are available for Government review at any time.

Key Quality Service Delivery Factors (PWS 10.6.3). Our daily operations include collection and analysis of service delivery information. We focus on key factors of effectiveness and successful outcomes. Additional factors, identified by the Council on Accreditation (COA) as widely accepted dimensions of service quality, include accessibility, availability, efficiency, continuity, safety, timeliness, and respectfulness.

Identification of Patterns and Trends (PWS 10.6.4). To identify relevant patterns and trends, our team regularly analyzes multiple sources of data including call-reason data, follow-up calls, DTW case reviews, call-back and service timeliness reports, presenting problems data, adverse incidents, complaints, service recovery information, Participant satisfaction feedback, call center statistics, and other management or operations information. Our review and staff responses have enabled us to identify trends that resulted in improved processes.

Exceeding Government Requirements

We worked with program staff to "fine tune" scope criteria for those Participants who received behavioral health treatment far enough in the past that Non-Medical Counseling may now be appropriate.

For example, reassessment of staffing needs is based on daily analysis of call center activity which helps us to adjust schedules for optimal staff coverage and support. Also, Triage Consultants proactively bring examples of barriers or unclear guidelines to their management team. Their feedback is then shared with the MOS Program Office. In one instance, we were able to develop a new guideline regarding scope of practice that resulted in better services for MOS Participants.

Our approach also helped ensure consistent, timely access to resources for National Guard members involved in DTW situations. We observed nationwide inconsistency in liaison and follow-up by State Family Program Directors, sometimes resulting in service members being uncertain about available support options. After analysis, and with Program Staff consultation, we implemented a process to support further follow-up in these situations. We now track cases, not only for notification to the State Family Program Directors (SFPD), but also return calls from them. If there is no call from the SFPD, a Triage Consultant contacts the Participant to ensure a connection with community resources or mental health services.


Reporting high risk situations to the program staff is critical to the program's continued success. When OSD requests case review and records in the event of a high risk situation, MOS reviews all call recordings, case documentation, related non-clinical inquiries and case activity forms. If an MOS provider is involved, the Provider Relations manager speaks personally with the provider. The actions of the caller and any staff members who interacted with the caller are reviewed and a timeline is created using all information gathered. A summary is completed by the Director of Non-Medical Counseling and submitted for review to the MOS Program Director. This process is completed for all cases with an average four-hour turnaround time.

Satisfaction of Council on Accreditation (COA) Performance and Quality Improvement Standards (PWS 10.6.6). Our Performance and Quality Improvement Program for all Non-Medical Counseling will, at a minimum, meet the Council on Accreditation (COA) Performance and Quality Improvement (PQI) standards (as referenced in **J-5ee**).

VO adheres to COA's Performance and Quality Improvement standards. Our practices and processes comply with its Employee Assistance Program Service Standards. VO participated in the original development of the standards, and today several staff members serve as peer reviewers for the Council. We have cross-referenced applicable COA PQI / EAP standards in our proposed Quality Control Plan.

VO's Health & Performance Solutions Quality Committee oversees quality assurance for all Employee Assistance Program services. It continuously reviews updates to COA standards, and adjusts or develops our internal measures to conform to industry standards and best practices.

Plan and Documentation for Case Reviews (PWS 10.6.7). As the current MOS program

 administrator, we conduct regular clinical quality reviews of Non-Medical Counseling (including short-term solution-focused financial, and health and wellness coaching) by program supervisors managed by the Director of Non-Medical Counseling. When our team assumed management of the MOS program, we understood that appropriateness of scope was a key area of concern for the Government. We made it a priority to ensure that Participants would be properly screened to determine whether their presenting issues were within scope for Non-Medical Counseling. We understood that review timing was critical, because retrospective discovery that someone was out of scope did not serve Quality

Exceeding Government Requirements

Correct determination of appropriateness for Non-Medical Counseling is a key element in our Triage Consultant.

Benefit to the Government

Ensures each call is addressed promptly efficiently and within the scope of the program.

Management goals. We instituted a real time review of assessment screens in our case management system. In addition to implementing this internal screening tool, VO's MOS team also made appropriateness of scope a primary focus in our case review of providers' face-to-face Non-Medical Counseling.

Our current review activity is ongoing and applied to 100% of cases. We designed our Case Activity Form (CAF) to encompass all elements critical to Non-Medical Counseling quality. Each is electronically entered into our system and scanned to identify any elements that might indicate concern about scope. If there are any potential risk factors, the case is flagged and referred to a licensed Clinical Quality Auditor, who phones the provider to address areas of concern.

VO recognizes the importance of timely CAF submission for clinical oversight and risk mitigation. To ensure the timely submission of CAFs, we will require electronic or fax submission and continue to aggressively train providers on the need for timely submission. Timeliness will be closely monitored, while also using a Government-approved methodology (to be developed) to conduct regular, comprehensive reviews of open and closed cases.

We will provide written definitions, parameters, and instruments used for case record review that meet Council on Accreditation Standard PQI 4.03 (**J-5ee**). Currently, we select a random sample of cases for review. To ensure consistency, we use a uniform evaluation tool to assess the presence, quality, and continuity of required case documentation. During a recent quality assurance review of sample cases, we recognized a small percentage of providers were failing to document support systems in place for the Participant. We reminded all MOS providers of the importance of including this information in their notes via e-mail and provider newsletter.

To avoid conflict of interest, VO's clinical quality auditors (all licensed clinicians with practice experience) conduct case reviews. Our case evaluation tool includes information related to: whether the case is in scope; face-to-face assessment of mental health issues; substance use history, supports, primary and secondary problems; specific intervention plan; complete demographics; identification of final outcome; whether consents were obtained for any information release; whether progress notes and case closing documentation are present. We will also review quality issues regarding appropriateness and effectiveness of services. Consistent with COA standards, our criteria for assessing these quality issues may include a description of services needed and actually provided; duration of service delivery; changes in status or level of service (i.e., whether client is out of scope for Non-Medical Counseling and appropriate referral made), need for continued service, compliance with program-stipulated review indicators (such as those enumerated in the Case Activity Form, other guidance documents, or provider training), and timeframes.

Case Review Sampling Benchmark Criteria and Methodology (PWS 10.6.7). VO will propose—and consult with the Government to establish—a benchmark for sampling case record reviews, compliant with COA guidelines. MOS case quality is defined by the thoroughness of the case assessment, and quality of Non-Medical Counseling performed by the face-to-face counselor—a metric measured through monthly audits. Based on a random case sampling, MOS cases involving face-to-face counseling are required to meet a minimum threshold of 95% accuracy to demonstrate successful identification and provision of quality services. We follow COA guidelines for percentage of cases to be reviewed by ensuring sample size is sufficiently large to provide 90% confidence in the results +/- 5%.

VO has developed a case audit instrument with the following factors of clinical quality:

- statement of understanding is reviewed
- accuracy of documentation
- scope determined appropriately
- supervisory consultation

- DTW and reportable cases managed correctly
- safety assessed

Our quality staff audits and reviews results with MOS counselors and identifies training needs. Corrective action is taken if a MOS counselor does not meet the threshold. Further data analysis and reporting are generated automatically, based on pre-approved templates, as required by both the QASP and the Program Director. The process enables easy retrieval and analysis of performance patterns in quality, accuracy, operations, and program results.

Our proposed methodology for conducting record reviews of open and closed cases includes methods for determining sample size, consideration of confidence levels, network size, number of providers delivering services, trends, and patterns. We recognize that this methodology must be approved in writing by the COR and Government Program Manager before contract implementation.

Adverse Incident Case Reviews (PWS 10.6.8). Our team will continue our current practice of reviewing all adverse incident cases including suicide and homicide (or risk thereof), serious harm, injury involving an MOS Participant, or any other event or situation that may reflect negatively on the program for both quality assurance and risk management issues. In all instances, we will report these cases to the MOS Program Office (COR and the Government Program Manager) within 24 hours. As part of our ongoing training and education, we will ensure that MOS staff and providers adhere to all Government policies and procedures in an adverse incident, in compliance with **Section J-31**.

Performance and Quality Improvement Standards (PWS 10.6.9). VO's team has identified targets and goals for our proposed Quality Control Plan (QCP) Performance and Quality Improvement (PQI) measures, and we monitor status against each. We use multiple sources to monitor and evaluate compliance over the range of services provided with different populations. We employ real-time auditing, as well as ongoing reviews of program case data and metrics. We integrate external review findings and data sources with internal auditing processes in activities such as primary source credentialing of network counselors, training on MOS, evaluating Non-Medical Counselors' case notes, and reviewing any complaints about providers. These activities provide the program an enhanced network comprising the most capable Non-Medical Counselors.

EXCEEDING EXPECTATIONS—ENHANCING THE DUTY TO WARN PROCESS.

Recognizing the need to clarify and improve the complex DTW process to ensure adherence and proper reporting, we have built a comprehensive method to ensure the safety of Participants in crisis, and to ensure connection to appropriate services and supports for military members and their families facing critical issues, such as domestic violence and sexual assault. The development, implementation, and evaluation of these processes is a quality initiative that continues on a day-to-day basis, and we highlight our initial and more recent initiatives below.

Early Initiatives. When our team assumed administration of the MOS program, DTW/MR training was implemented for all staff. We established protocols that required the involvement of licensed clinical staff on all of these calls. We learned from experience that the reporting process is complex. Complete transparency in our relationship allows us to continue to improve and meet the needs of the different Branches and geographic challenges. CONUS and OCONUS military installations do not operate uniformly: there is variation from one installation to another. There are also other challenges involved in supporting National Guard and Reserve members, who often live in remote areas or are geographically separated from their families, and who often are not near an installation where formal support services might be easily accessed.

Our team standardized the reporting and referral processes for the National Guard and Reserve components, which are different from those for the Active force. In collaboration with the Program

Office, we refined and standardized the DTW/MR process for Guard and Reserve. All MOS staff received refresher training on risk rating, crisis intervention procedures, and DTW/MR documentation processes. A significant implementation challenge involved identifying the military points-of-contact. To ensure up-to-date, accurate information, we created a reportable contacts list. It includes all CONUS and OCONUS military installations, including Victim Advocacy Program (VAP), Family Advocacy Program (FAP), Sexual Assault Resource Center (SARC), and Military Police contact numbers, as well as Child Protective Services (CPS) contacts for all 50 states, Reserves Family Programs office contacts, National Guard State Family Program Directors (SFPDs), Family Assistance Centers, and reporting contacts for Recruiting Commands for all service branches. This database is updated on a continuous basis, and is essential to DTW/MR activity.

Recent Initiatives. We have established a workgroup to identify potential gaps in our DTW/MR policies and procedures, and to monitor DTW activity. The workgroup includes representatives from Quality Management, Clinical Quality Auditing, Reporting, Clinical Training, Clinical Supervision, Program Management and Resource Specialists. Through this broad participation, the group is able to resolve any issues that would affect the quality and handling of these cases. The group has developed enhancements regarding service branch reporting processes and resources, as well as awareness of and familiarity and compliance with DoD Instructions and Command Policies.



Via DTW/MR program quality improvement activities, we have identified new sources of information and support for service members with PTSD and TBI, as well as for victims of sexual assault. This information is critical for triage consultation to ensure that these Participants, whose needs are beyond the scope of Non-Medical Counseling, are able to connect with appropriate local resources.

We have also added language, with Program Office approval, to the Limits of Confidentiality statement that is read to all callers requesting a counseling referral. Now language explicitly alerts callers to the inclusion of sexual assault in the mandatory reporting requirements. This enhancement stems from concern that we preserve the option for restricted reporting for sexual assault victims.

Clarification and updates for Triage staff have also been created for restricted reporting procedures and streamlined reporting processes for Navy and Air Force Reserve components, by incorporating these service components into the same workflows used for reporting to the National Guard State Family Program Directors (NGSFPDs). We continue to work with the Program Office to modify and refine the monthly DTW/MR reporting process to provide actionable data to the Government.

FACTOR 2: CALL CENTER/WEBSITE OPERATIONS

ValueOptions (VO) has met all of the Government’s requirements for call center and Website availability for military personnel and their families, including accommodating the unique needs of each of the services. We have demonstrated our ability to plan, manage, and execute complex operational missions by bringing our call center online within a period of 55 days, without dropping a single call during the transition. Our proven operational performance mitigates significant transition risk for the Government, and means that we can be trusted to bring our proposed West Coast call center online seamlessly and without performance risks.

Today, 58% of our MOS staff are either current or retired military, or have a family member in the military. We treat the Government’s requirement for a Master’s level of educational background as a threshold standard. VO is very selective in our hiring process, we require our Triage Consultants to undergo rigorous training and to demonstrate a passion for serving the MOS Participant population.

Our call center, MOS EAP Website, and IT systems have also demonstrated their ability to serve the MOS program well. Key features and benefits of our approach and capabilities include the following:

Key Features	Benefit to MOS Program
Triage consultants who are experienced, knowledgeable, and highly trained	<ul style="list-style-type: none"> Enhanced Participant engagement Reduced risk for high risk and Duty To Warn cases No transition risk
Award-winning EAP Website integrates with www.militaryonesource.mil	<ul style="list-style-type: none"> Spanish Website translation and navigation reduces the risk of limiting access to Spanish speaking participants – exceeds requirements Ability to track/analyze utilization and satisfaction data
Advanced telecommunication technology (optimal call flow, reporting tools, routing capabilities)	<ul style="list-style-type: none"> Improved average speed of answer ensures responsiveness and quality Monitor metrics, manage call volume, and meet surge requirements Instantaneous call routing to available Triage Consultants Mitigates disruption risk from disasters or unanticipated volume spikes
Dedicated DIACAP security for MOS platform	<ul style="list-style-type: none"> Enhanced security for service delivery that meets federal requirements Mitigates risk of service disruption due to technology failure, viruses, etc.
Bi-coastal Call Center locations	<ul style="list-style-type: none"> Enhanced redundancy plan Additional coverage for evening and West Coast time zones Reduces risk of man-made or natural disaster impacting operations

Subfactor I: Call Center Operations

Our telephony systems, staff training, redundancy protocols, and operational processes meet and exceed the Government’s requirements for the MOS program. Real-world testing occurred in 2012 when severe weather across the East coast caused massive telecommunication disruption. While our Arlington, Virginia call center was affected, call center activity was seamlessly transferred to our back-up facility. Throughout the process, the Government was kept fully informed. VO emphasizes *applied* technology. Using call management systems, intelligent call routing, and other technology applications enhances our day-to-day performance and real-time reporting capabilities. We meet all Government requirements for service availability 24/7 for both CONUS and OCONUS Participants. We offer extensive voice and document translation services as well as TDD/TTY services for the hearing and voice impaired. We provide staff training on scope of practice, Duty To Warn (DTW), referral procedures, resource identification, and formal orientation on the dimensions of military life for service personnel and their families (PWS 4.2).

RESOURCES, PROCESSES, PERSONNEL, MATERIALS, EQUIPMENT, TECHNOLOGY

(Sec. L, Factor 2 Subfactor I, Para. 1 and PWS 4.1) Call Center Technical Infrastructure (PWS 4.2.2). Regardless of location, MOS Participants can access the MOS call center via the dedicated, toll-free 800 number. We agree to absorb all costs related to maintaining this line.

Telephone System. Our telephone system uses separate telecommunications servers, and each component in the architecture is duplicated for maximum redundancy, including servers, UPS, modems, and switches. Our platform supports optimal call handling protocols, improving the average answer speed by directing calls to appropriate queues. We can easily accommodate large increases in call volume and variation in peak call times.

Dedicated voice circuits deliver incoming calls directly to the MOS call centers. These voice circuits use historical call data to accommodate the projected number of simultaneous calls, transfers, multi-party conferencing, and callbacks. This enables us to exceed the requirement that 90% of incoming calls be answered within 20 seconds by a live Consultant. All calls are delivered to the call centers over the MOS secure MPLS. The Avaya technology platform, coupled with MPLS network architecture, ensures the call center is always available and all MOS calls go through successfully. We continuously implement industry-leading call center management solutions, as described below.

Call Management System. Our Call Management System (CMS) enables management staff to efficiently monitor Automatic Call Distribution of all calls. We can create or customize reports on the status of agents, splits/skills, trunks, vectors, and vector directory numbers. Users can view and store historical call system reports, access real-time reports, and view integrated reports at a workstation. In addition, the call system provides multiple performance management reports, including daily, weekly, and monthly telephone accessibility; Triage Consultant productivity and call responsiveness; real-time reporting; and online Triage Consultant monitoring. These reports aid in the management of expectations, performance guarantees, Consultant schedule adherence, and daily productivity standards.

Call Center Reporting – In addition to the call center reports referenced above, we have implemented an improved call life-cycle reporting application—TASKE—that tracks every call detail, including every inbound, outbound, and internal call in one second increments. It uses pre-defined filters to facilitate complex searches such as number of transfers, on-hold durations, and third party conference data.



Quality Assurance Technology – We use side-by-side coaching and mentoring, as well as silent recorded call monitoring, with the Participant’s permission. Our software records all inbound calls to the dedicated toll-free number and enables us to hear the entire call experience and identify opportunities for improvement. Recordings will be maintained at least two years for quality monitoring and employee training and development. As described earlier (Factor 1, Sub-Factor III), we are implementing a post-call survey on Participants’ telephone experience for information-based calls and inquiries.

24/7 Toll-Free Services, CONUS and OCONUS. As we have for the past year, our team will continue to manage the MOS toll-free number to provide unlimited, global telephonic access 24 hours a day, seven days a week (**PWS 4.2.16**). Callers from the continental U.S. (CONUS) reach the MOS call center using a standard dialing format of 1-800-342-9647. Outside the continental U.S. (OCONUS), callers connect directly to a Consultant by dialing, +800-342-9647 (“+” indicates the country access code). In

Exceeding Government Requirements

We have implemented a call life cycle reporting application that analyzes individual calls with a timeline of events that occurred during each. Using predefined filters, we can conduct even the most complex search.

Benefit to the Government

Ability to have second-by-second analysis of any particular call.

addition to the MOS main number, four additional Universal International Freephone Numbers (UIFNs) will be routed to VO: +800-869-02788 for Marine Corps Community Services (MCCS); +800-464-81077 for Army; +800-540-41233 for Navy; and +800-707-57844 for Air Force. We provide and maintain the country-specific access codes posted on the MOS EAP public Website. OCONUS callers can also call collect to connect with MOS.

Telephonic Interpreter/Translator Services (PWS 4.2.12). Language interpretation/translation services are provided for more than 150 languages. Each MOS program interpreter has fluent native language and English skills, keen cognitive memory skills, and excellent customer service skills. They are trained to field a variety of calls, and they must also pass rigid internal certification programs, along with routine monitoring and evaluations. When language interpretation services are required, the MOS Consultant uses our telephone system to initiate a three-way conference call with the Participant and an interpreter fluent in the language requested.

Document Translation Services (PWS 4.2.12). Document translation is supported by a specially trained team. Participants needing translation forward their documents via fax, email, or mail. We retrieve the request, perform the translation, and return the document to the Participant via email or mail. We track the document translation service to verify that 95% of all documents are translated within three business days. Our team also follows up with Participants, if they agreed, to evaluate their satisfaction with the service.

Referral and Counseling Services. Triage Consultants follow a defined workflow. The initial greeting states that the call is being recorded for quality purposes and confirms that this is acceptable to the Participant (if the caller requests, the recording system can be turned off). Triage Consultants then explain the limits of confidentiality, defined by legal and military requirements, and confirm the caller's acknowledgement of the limitations. The procedures for situations involving risk to self or others, domestic abuse, child abuse or neglect, sexual assault, present or future illegal activity, and abuse of a vulnerable adult are rigorously followed.

Consultants with special needs expertise are available for immediate consultation and for ongoing scheduled consultation. Similarly, Consultants with work/life expertise (including adoption, elder care, adult disability, and education) receive calls via warm hand-offs. They provide immediate consultation, perform research to identify resources, and send these via email, mail, or telephone. Consultants follow up with callers to ensure that the resources provided met their needs. Work/Life Consultants and the Triage Consultants and counselors are supported by our research coordinators, who maintain a database of available resources, and prepare informational packets for members on request.

Our Consultants have extensive training, including in programs such as the Exceptional Family Member Program (EFMP) and the Respite Child Care–YMCA, and how to refer Participants to these programs. Our specialty Consultants are also trained to identify cases where a referral back to the EAP is appropriate. These Consultants work in the same call center as the EAP counselors to mitigate risk and ensure that a counselor is immediately available in any crisis situation (**PWS 4.2.1, and 4.2.9 and J-25, J-26, J-35 and J-37**).

Triage Consultants adhere to program guidelines to confirm that the issue is within scope. Members who are identified as having issues within scope will first be offered a referral to a military installation that

Exceeding Government Requirements



When Triage Consultants reported some Participants calling for face-to-face counseling needed their sessions translated, we responded by offering interpretation services, as requested.

Benefit to the Government

Formalizing the process with our language interpreters to accommodate these unique Participant needs reduced complaints and barriers to care.

has a MFLC Program within a driving distance of 40 minutes. Similarly, Triage Consultants will provide a warm handoff or referral for face-to-face, telephonic, or online/video non-medical counseling, focusing on satisfying the Participant's personal preferences regarding provider age, gender, culture and language. Callers with issues beyond the scope of non-medical counseling will be provided a warm hand-off to an appropriate resource such as TRICARE (PWS 5.5, 5.5.1, 5.5.2, J-32, J-38). If the situation is reportable, the caller will be linked to military resources such as the Family Advocacy Program (FAP), Sexual Assault Resource Center, or Victim Advocacy. When the scope exclusion is related to a DSM-IV diagnosis, current use of medication, or substance abuse issues, the caller will be linked to formal treatment such as a Military Treatment Facility (MTF), TRICARE, or community resources. Triage Consultants also explore any private coverage available to Guard and Reserve callers, and provide referrals to community resources. If finding local resources requires research beyond what can be completed during the initial phone call, a return call is initiated to the member to execute a warm hand-off (PWS 4.2.8, J-12, J-14, J-15).

Section 508 Compliance. Our MOS EAP Website and call centers are fully compliant with all Section 508 requirements. Each call center offers a dedicated, toll-free number equipped with TDD/TTYs to ensure full accessibility, enabling our Triage Consultants and counselors to communicate with hearing or vocally-impaired Participants using TDD/TTYs. Participants have full access to the relay service without charge, 24 hours a day, as mandated under the Americans with Disabilities Act (PWS 4.2.13).

STAFF EDUCATION, EXPERIENCE, SKILLS AND KNOWLEDGE (Sec. L, Factor 2 Subfactor I, Para. 2 and PWS 4.2.1). We are dedicated to hiring the most qualified candidates who reflect the



ethnic and cultural diversity of the MOS members we serve, as reflected in achieving 58% of staff who are retired military or family members—a number that is constantly growing. Our Human Resources professionals use ADP's Pre-Employment Services and Primary Source Verification to perform standard background/criminal checks, confirm citizenship, and verify educational levels and licensure credentials. All MOS Triage Consultants and Clinical Supervisors have at least a Master's degree in social work or other human services field from an accredited graduate program; a minimum of three years of recent, relevant practical/clinical experience in social work or other field related to human services; specialized training in EAP and Work/Life issues; and formal orientation to military life and culture. For call center Clinical Supervisor positions, we recruit individuals holding current, unrestricted counseling licenses/certification from any of the 50 states, the District of Columbia, a U.S. Territory, or a U.S. Commonwealth, with three years of recent, relevant practical/clinical supervisory experience. VO will exceed the contract requirements by providing all supervisors access to in-house advisement by a Certified Employee Assistance Professional (CEAP). Monthly, we also provide supervisory staff access to two professional development hours through Webinar training. Through the advisement and professional development hours, we assist supervisory staff to obtain their CEAP credential.


CALL CENTER PROCESSES & PROCEDURES (Sec. L, Factor 2 Subfactor I, Para. 3).

Our dedicated MOS telephony platform handles all call routing, management, and reporting requirements. It provides seamless routing to MOS call centers, as dictated by business rules, call spike situations, or if technical issues occur. **Figure 1** on the next page illustrates the call delivery mechanism.

TECHNICAL INFRASTRUCTURE AND RETURN TO OPERATIONS CAPABILITIES

(Sec. L, Factor 2 Subfactor I, Para. 4, PWS 4.2.17, J-10). The redundancy of our technology and systems means no disruption of services for MOS Participants, even during power outages, weather disasters, or catastrophic events. Our Return to Operations (RTO) plan covers all phases of a disaster recovery process, including plan activation, response, recovery, and site restoration, as well as

administrative procedures for monitoring, reporting, and recordkeeping. In accordance with **PWS 4.2.17**, we are prepared to have the MOS phone number serve as the primary DoD information source.

 Our disaster recovery planning and execution was witnessed by Military Community and Family Policy (MC&FP) staff this year. Severe weather conditions and power losses forced the unplanned closing of our Arlington, VA call center. With our call center redundancy and the execution of our Disaster Recovery Plan, calls to Arlington were routed seamlessly to other call centers, and callers received uninterrupted services. Our proven disaster recovery plan provides an RTO of five seconds or less for any catastrophic disaster or service interruption.

Business Continuity. Our MOS call centers are pre-configured to automatically re-route calls if there is a partial voice trunk outage, if the system rings busy, or if there is a ‘ring no answer’ situation. If service is disrupted by power outage, building evacuation, or other situations, all incoming calls for the primary call center are re-routed to active agents in the backup call centers.

Call Center Redundancy. Our central telephony platform is in Reston, VA. We have deployed a mirror image of our telephony system, including peripheral services, in a hosted data center in Richardson, TX. The redundant site in Texas operates as a hot failover location, with all system configurations automatically synchronized to Reston. If Reston is suddenly and unexpectedly out of service, all inbound calls will be automatically routed through Texas, where our telephony system automatically assumes call management functions. (See Factor 2: Sub-Factor III for more detail on our Return to Operation/Disaster Continuity of Services).

Bi-Coastal Location. Under a new contract, Participants will be served by call centers staffed on the East and West coasts. Integrating these sites ensures a seamless, consistent Participant experience, and supports a fully redundant operation and ability to RTO in five seconds (**PWS 4.2.2**). Managing MOS call volume during the past year has taught us that disaster-related risks will be mitigated by establishing an alternate call center in the western United States. We are conducting a thorough review of potential locations to ensure the following:

- a stable workforce that understands military culture and is experienced in its programs
- geographic separation from existing sites to mitigate risk of regional weather patterns, pandemics, power grid failure, terrorism, or natural disasters
- better accommodation of the growing number of calls at night and in the Pacific time zone

WARM HAND-OFFS (Factor 2 Subfactor I, Sec. L Para. 5, PWS 4.2.4, J-28, J-29). Our standard practice links callers via warm hand-off to another resource *without* repeating their requests. A “No-Hold Conferencing” feature ensures that callers are promptly connected to resources. The feature enables a Consultant to continue talking while silently bringing a third party into the call. Once the third

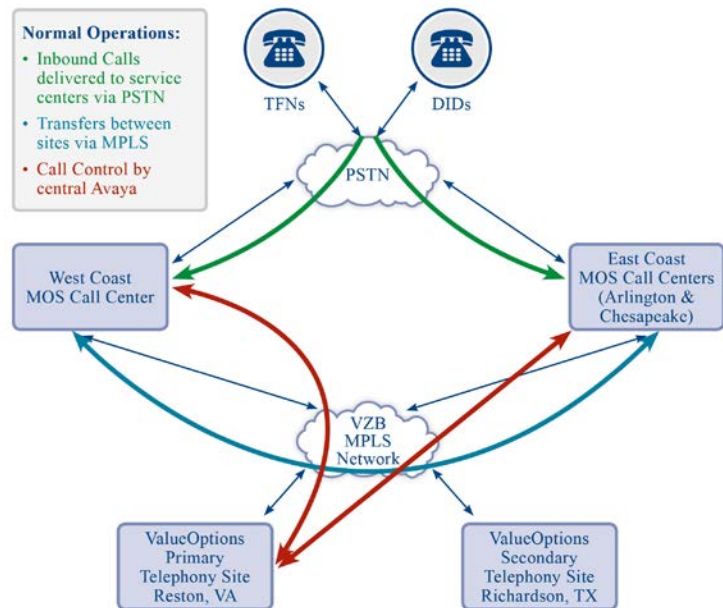


Figure 1. ValueOptions' MOS Call Center Call Flow Infrastructure

party joins the call, the Consultant has the choice to remain in the conference or leave the conference. Prior to making a referral, we obtain the caller's permission to introduce the caller, supply demographic information, and a brief synopsis of the reason for the call. With specialty consultations for Wounded Warriors and Special Needs cases, we offer to schedule an appointment for a consultation or to warm transfer the caller to the appropriate specialist within the MOS team. Demographic information and reason for the call are communicated to the consulting specialist either verbally or electronically.

Warm hand-off referrals to FAP, SARC, and Victim Advocacy generally include minimal information in order to preserve the caller's restricted reporting options. In these cases, minimal information is obtained from the caller and the warm hand-off communication will include only the necessary information to introduce the caller and execute the warm hand-off (**PWS 4.2.8 and J-14 and 15**).

We will collaborate with the program staff and Spouse Education and Career Opportunities (SECO) vendors to establish a successful workflow for SECO, MyCAA, or Military Spouse Employment Partnership (MSEP) calls. MyCAA and MSEP calls received during SECO regular operating hours are warm transferred to a SECO Consultant, and callers advised to visit the MSEP Website. MyCAA school officials, MSEP partners, or corporations who call MOS Triage Consultants will be warm-transferred to SECO School Liaisons or to SECO MSEP staff, and those inquiries will be pended to the MyCAA service queue. Calls will be entered into the Government-provided CMS for SECO staff access as the call is transferred. For calls outside of SECO business hours, MOS Triage Consultants will take a message and log the message in the CMS message queue to be returned by the SECO staff within three business days (**PWS 4.2.5, 4.2.6, 4.2.7**).

MOS Participant Testimonial

"I liked the fact that MOS looked up what counselors were in my area and asked me if I preferred a male or female and then called them while I was still on the phone to set up an appointment. Before ending the call with the counselor MOS asked me if I had any questions or concerns that I would like to ask directly to the counselor. MOS was very professional and attention to detail throughout our conversation. Thank you very much."

CONFIDENTIALITY, INTEGRITY, AND AVAILABILITY OF DATA (Sec. L, Factor 2 Subfactor I, Para. 6 and PWS 4.2.3, 4.2.17). We maintain data confidentiality, integrity and availability in accordance with all applicable laws, regulations, and best practice guidelines. (See Factor 2: Sub-Factor III for details regarding IT Security controls and technical solutions). Our Triage Consultants provide all callers a confidentiality statement, with the caveats for mandated reporting per **PWS 4.2.3**.

Our technology approach ensures that program information is available and maintained in a strict, controlled environment to protect confidentiality. VO staff have coordinated all MOS information assurance and security technical implementation guidelines with the Government-appointed Information Assurance Manager Representative from the MC&FP, Office of Communication and Outreach.

Incident Response Procedures. We have trained personnel, policies, procedures, and support in place to respond to any IT incidents. (See Factor 2: Sub-Factor III for a complete description of our incident response procedures)

Annual Third Party Audits. Independent, third party audits are conducted by KPMG and PricewaterhouseCoopers annually. We also contract with Verizon Cyber Trust Services to perform independent monthly data and voice network penetration testing (e.g., hacking, war dialing) of the MOS network enclave (**PWS 4.2.14**).

MOS IA Support. We follow DoD Directives 8500.1, plus DoD Instructions 8500.2 and 8570.01, meeting or exceeding all Government security requirements. We perform timely system deployments compliant with DoD Information Assurance Vulnerability Alerts. Using our Configuration Management process, we immediately respond to DoD alerts and implement patches, updates, or other appropriate action. We also promptly respond to threats and work with DoD stakeholders, partners, and industry experts to provide an infrastructure with administrative, procedural, and technical controls that mitigate security risks (**PWS 10.8.2 and PWS 4.2.14 – 15**).

24/7 Availability. In the event of a natural or man-made disaster we are prepared to function as the primary DoD-wide source. We will maximize staff availability in all locations—bringing all hands on deck—by taking the following measures: in addition to all triage consultants, managers and supervisors will also respond to inbound calls; all training and other non-essential activities will be cancelled; and additional staff will be brought in and overtime will be paid as necessary (**PWS 4.2.17**).

POPULATING THE GOVERNMENT PROVIDED CMS (Sec. L, Factor 2 Subfactor I, Para. 7). We have studied J-43 as well as the requirements in **PWS 10.7** and **10.8**, and we are prepared to report data outside of the CMS system, and our staff will use the Government’s HTTPs protocol when accessing the Government’s CMS. We will work with the Government to obtain and install the required DoD External Certification Authority (ECA) certificates for all authorized MOS staff who will require access to the Government’s CMS (**PWS 10.8, 10.8.1, 10.8.3, 10.8.4, J-20**). All MOS Triage Consultants will use the Government CMS to populate an existing case or create a new case record in “real-time” during the call (**PWS 10.7**).

WORKING WITH MC&FP AND OTHER ADVOCACY AND SUPPORT PROGRAMS (Sec. L, Factor 2 Subfactor I, Para. 8 and PWS 4.2.10, 4.2.10.1, 4.2.10.2). Our MOS staff has developed effective working relationships with the MC&FP staff and contractors working on the programs. For example, specialty consultations for Wounded Warriors include identifying issues and coordinating with Service POCs, DoD, Veterans Affairs, Department of Labor and other federal agencies. Our MOS Team transitioned what was formerly the Wounded Warrior Resource Center from the previous vendor with no disruption in service or resources. Wounded Warrior Resource Specialty Consultants are available Monday – Friday, 8 a.m. to 7:30 p.m. ET; however, callers can contact MOS 24 hours a day, 365 days a year. When Wounded Warrior-related calls are received outside normal business hours, MOS Consultants can transfer the caller to the WWR Specialty Consultant on call, or document a message for follow up the next business day.

The Consultant documents all communication in the Wounded Warrior Tracking System and in VO’s CMS. The non-clinical needs assessment identifies difficulties obtaining military and VA benefits, health care, or problems with military and VA facilities. The Consultant sends a referral to the appropriate service and/or designated VA point of contact (POC) within one hour of the initial call to develop a plan of action addressing the issue within 96 hours. The Consultant notifies the Wounded Warrior Resources Manager of any issues obtaining the plan of action in that designated time frame. Once the action plan is received, the Consultant follows up at regular intervals until the issue is resolved.

MOS Participant Testimonial

“You sent the Hurricane Preparedness Handbook Tuesday morning. I sent it to my contact list as soon as I received it. You would not believe the wonderful responses I have gotten back. It has gone to the field through the FRSA and FAC and through the Family Services Directorate (the new name for our Family Programs unit) as well the Army and Marine Reserve. Today I received a global email on my Guard computer and it has gone to all of the GA Guard who have army.mil addresses as well the air guard! I am still getting great responses back on what a valuable tool it is. Way to go MOS!”



The Wounded Warrior Resources Manager is responsible for coordination with the designated MC&FP POC, communication with the Director of Specialty Consultations, and the MOS Program Director, as well as supervision of staff activities. She participates in regular meetings with the MC&FP POC to discuss concerns and new procedures, and is responsible for working with POCs in the military services to facilitate issue resolution. She develops procedures to implement MC&FP and VO directives, provides reporting to MC&FP, and notifies MC&FP of any issues with obtaining action plans or potential Congressional Inquiries (See Factor 3: Sub-Factor I for a description of our collaboration with the MC&FP office contractors and other Government agencies).

Subfactor II: EAP Web Presence

VO operates in service of its client brands like the MOS program. We have “white labeled” our award-winning “Achieve Solutions” information Website, linked it seamlessly with the Government’s www.militaryonesource.mil public site, and extensively customized the resources available within the site to meet the unique needs of military personnel and their families.

In addition, we have exceeded the Government’s requirements by not only having a Spanish language version of the Website, but also having the navigation of the entire site available in Spanish, further aiding Participant engagement/reach and the usefulness of the information. From October 20011 through September 2012, there were almost 3,500 unique users on the site. As program administrator during the past year, we have proven the security and stability of our site platform, and we have enhanced the MOS program by distributing electronic information “packets” and other alerts to MOS Participants. In addition, we developed and implemented a rules-based email routing solution that directs incoming emails from 15 different addresses to the militaryonesource.mil site. Through our Website, Participants can privately explore areas of concern that may compromise their quality of life and mission readiness.

WEB PRESENCE FOR EAP SERVICES (Sec. L, Factor 2 Subfactor II, Para. 1 and PWS 4.3, 4.4).

Under the current MOS contract, VO provided a transparent link between the militaryonesource.mil public and our EAP service Websites (PWS 4.4.2). For members accessing the militaryonesource.mil public Website on their mobile phones and tablets, VO is in the process of updating our EAP Website to accommodate a seamless transition for the member. Embedded search engines, deep links, and single sign-on technology enable users to quickly find and access content. Since the MOS EAP Website uses the same color palette, menu structure, and accessibility features as militaryonesource.mil, integration of the two sites is truly seamless to MOS families and providers (PWS 4.4.3). This mitigates the risk to the Government of a site that is not used, not valued, or not contributing to Participants’ mission readiness and good health. A customized version of Achieve Solutions, VO’s award-winning health and wellness platform, is the heart of the current MOS EAP Website. While the Website meets specific requirements for militaryonesource.mil, we retained the core elements that have consistently received industry recognition and awards over the past 10 years. As a result, the MOS Website provides comprehensive information and practical recommendations for health, relationships, work/life balance, life events, and daily living skills. The site features a broad range of content topics and formats, such as interactive quizzes, trainings, articles, news items, videos, access to the Mayo Clinic library, Web links and other tools. Our MOS Website editor collaborates with program leadership and Government personnel to

Exceeding Government Requirements

Some MOS users, particularly those experiencing emotional distress, are unable or unwilling to use the website. Warriors Prevail provides a more structured option: an intuitive step-by-step program tailored to individual needs.

Benefit to the Government

More Service Members accessing non-medical counseling services.

identify and address content gaps or emerging needs. Participants may also request an online chat with an EAP counselor or health coach.

Section 508 Compliance. Our MOS Webmaster and content management team use the automated Ramp Ascend to ensure that Website color schemes, menu navigation system, video, audio content files, and HTML coding fully comply with – and exceed – Section 508 of the Workforce Investment Act (**PWS 4.4.1**). We also leverage the Worldwide Web Consortium’s (W3C) industry best practice standards for Website accessibility to ensure easy accessed by persons with disabilities.

Call Center Section 508 Compliance. Our Call Centers have TDD/TYY, enabling our MOS Triage Consultants and counselors to communicate with members wherever they are, stateside or around the world, who have TTY/TDD in their homes or workplaces.

We also provide a TDD relay service, enabling those who are deaf, hard of hearing, or speech impaired to communicate with a hearing person using a standard telephone. Communications Assistants facilitate conversations by speaking or typing information, thereby enabling TTY and non-TTY users to converse. The caller connects a TDD to a standard phone line and then dials the relay service. A Communications Assistant reads the caller’s typed text aloud to our MOS team member and then types the reply to the TDD user. Participants can use the relay service at no charge, 24 hours a day. The Federal Relay Service Agency also provides access to Telecommunications Relay Service throughout the country (**PWS 4.4.1**).



Innovation to Promote Early Engagement. Warriors Prevail is a systematic online program featuring next generation digital health tools seamlessly integrated with peer-based support for the human touch. At the highest level, the programs are about user acquisition, engagement and routing. The model depends on intelligent assessment and a rules-based engine for making timely recommendations and providing content customized at the individual level. Key elements of engagement strategy include a gaming-based system, instant messaging with peers, and avatars as “virtual assistants.”

SINGLE ENTRY POINT INTO MOS SERVICES (Sec. L, Factor 2 Subfactor II, Para. 2). VO provides eligible users a single point of entry into the protected MOS services Website via secure login. After registering a user ID and password, Participants may enter the secure, password-protected area of the Website (**PWS 4.4.4**). We have also studied the Government-proposed SOAP Web service API referenced in Section J-23 to determine its impact on user registration and login processes. We agree to furnish the Government with appropriate technical assistance to provide access authentication using the SOAP web service API, as referenced in Section J-23 (**PWS 4.4.5**).

VO serves MOS CONUS and OCONUS Participants 24/7, providing all resources, processes, and personnel necessary to ensure outstanding service delivery. *With the exception of monthly maintenance, our technical infrastructure has achieved 99.4% year-to-date uptime.*

MOS Web Traffic Redirection. Our “No Wrong Door,” service-first approach is supported by our Call Center operations and Website technical design, our infrastructure’s scalability, reliability, and adaptability, and our support staff’s commitment and rigorous training (**Figure 2**). Together, they comprise a dynamic, effective service delivery system enjoyed by MOS members and their families (**PWS 4.4.6**). VO designed and deployed the MOS EAP Services Website to use the www.militaryonesourceeap.org Uniform Resource Locator (URL) at the Government’s request. It houses VO’s proprietary EAP content, tools, and services, which all MOS users can access through the existing www.militaryonesource.com URL as they always have (**PWS 4.4.7**).

VO and MC&FP technical representatives collaborated to determine the most effective method for identifying, trapping, and redirecting militaryonesource.com traffic and calls to the militaryonesource.mil site.

That collaboration resulted in the new “MOS Intelligent Redirector” program from VO. We host and maintain that program and components of the interface architecture to achieve the Government’s required goals (PWS 4.5 and 4.5.1).

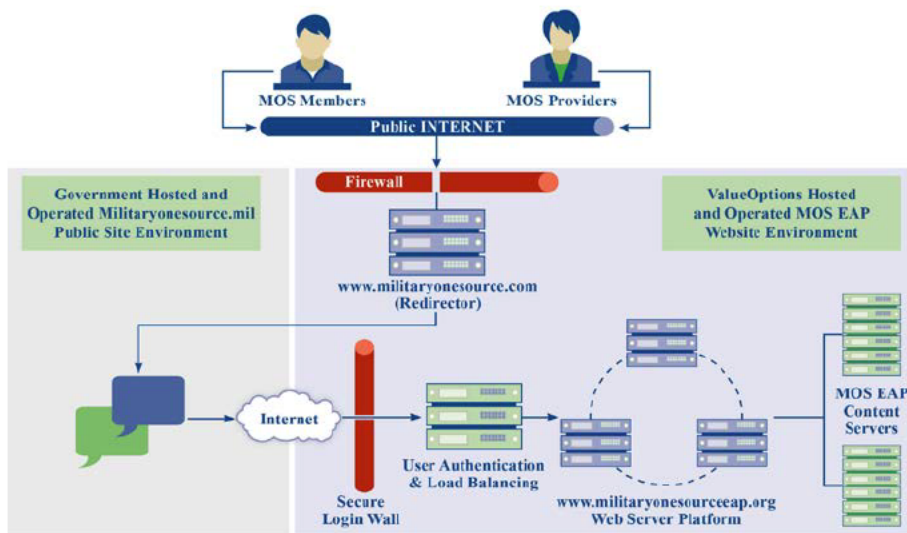


Figure 2: Militaryonesource.com redirects to specific militaryonesource.mil addresses

MOS.mil Email Re-Routing. VO developed and implemented a rules-based, automated email routing solution that processes and routes the inbound email traffic from 15 specific MOS.COM email addresses to designated MOS.MIL addresses monitored by the Government. The table below identifies the inbound email addresses that re-route to militaryonesource@mhf.dod.mil.

This solution has operated flawlessly since November 1, 2011. We are prepared to create new routing rules or modify the existing rerouting table as needed to meet Government requirements (PWS 4.5.2).

Government Identified Email Address		
Communications@mos.com	MOSDRT@mos.com	NewsletterSupport@mos.com
Milcontent@com.com	MOSHelp@mos.com	Portal_alerts@mos.com
MOS_Alerts@mos.com	MOSOL.com	PortalFeedback@mos.com
MOS_Feed@mos.com	MOSTech@mos.com	Portaltriage@mos.com
Mosadmin@mos.com	MOSTraining@mos.com	Webinars@mos.com

Subfactor III: IT & IA Services; Return to Operation/Disaster Recovery

As the program administrator during the past year, we have demonstrated that the design, deployment and management of our IT solutions are in full compliance with Defense Information Systems Agency (DISA), DoD, National Institute of Standards and Technology (NIST), and Department of Homeland Security (DHS) requirements. Our expert staff and underlying Information Assurance program support all aspects of the DIACAP Certification and Accreditation process, and provide all security artifacts (SIP, DIP, POA&M, Artifacts), validations, and applicable updates that the Government mandates for the MOS applications and systems (PWS 10.9).

INFORMATION TECHNOLOGY (IT) AND INFORMATION ASSURANCE (IA) SERVICES (Sec. L, Factor 2 Subfactor III, Para. 1)

Qualified Personnel. All members of VO’s MOS IT security team maintain certifications and training that comply with requirements of Section J-5z, DoDD 8570.01. Under the new contract, we will continue to use this same team of highly qualified professionals, who have a combined total of 52 years of experience. They are experts in information system security, and hold professional certifications such as Certified Information System Auditor (CISA), Certified Information Security Manager (CISM),

Certified Information System Security Professional (CISSP), Security+, NSA-IAM, CNSSI 4011 and CNSSI 4012 (**PWS 10.9.6**).

DIACAP Compliance. We support all aspects of the MOS Certification and Accreditation process by implementing security practices in compliance with the DIACAP, providing all necessary security artifacts (SIP, DIP,

Exceeding Government Requirements
We achieved IATO within 80 days, and submitted our DIACAP-compliant C&A package for the full ATO 165 days later.

POA&M, Artifacts), validations and applicable updates that the Government mandates for MOS. We are well-equipped to develop DIACAP-compliant Certification and Accreditation packages on all contractor/subcontract systems that store MOS participant PII, at the MAC III and confidentiality level of Sensitive, as outlined in the DoD Instruction 8500.2 “Information Assurance Implementation.” We will use and update these plans to support the new MOS contract to ensure we obtain the Interim Authority to Operate (IATO) and final Authority to Operate (ATO) for the new contract, in the same manner we demonstrated for the current MOS EAP Website and VOs’ CMS. As recommended by the MOS IAM, we continue to use the I-Assure tool to document and track our activities involved in creating the C&A package documents and artifacts (**PWS 10.9.2**).

Interim Authority to Operate. VO has demonstrated our ability to comply with all Government



requirements and achieve an Interim Authority to Operate (IATO) within 120 days of contract award. We will apply that same level of dedication to creating C&A packages for all systems and applications requiring DIACAP certification that we use to support the MOS Program (**PWS 10.9.8**).

VO will provide consultative support and oversight of our subcontractors to ensure full compliance with all DIACAP-related requirements:

- DIACAP Compliance Support – A survey to ascertain level of knowledge and current capability of the subcontractor to demonstrate the ability to comply
- DIACAP Readiness Assessment – Comprehensive support such as hands-on applications/systems testing, and development of draft DIACAP C&A documents formatted according to DoD standards.

By assisting our subcontractors, the Government will benefit from a coordinated effort that ensures that all contract requirements are fully understood by all members of the VO team.

DoD 8500 Series. All MOS systems operate according to DoD Directives 8500.1, DoD Instructions 8500.2, 8570.01, and applicable DISA Secure Technical Implementation Guidance (STIGs). All of our personnel working on MOS meet or exceed all Government security requirements. Our highly qualified staff performs timely system deployment compliance with DoD Information Assurance Vulnerability Alerts (IAVA). We immediately respond to all DoD Alerts and IA threats against MOS (**PWS 10.9.5**).

DISA Secure Technical Implementation Guidance (STIG). We have successfully coordinated MOS IA and STIG compliance activities with representatives from the MC&FP Office of Communication and Outreach. We have implemented all STIG requirements, IA controls, and Designated Accrediting Authority (DAA) guidance, and verified them in the monthly POA&M tracking report we submit to the Government IAM and DAA. Our team subscribes to the Information Assurance Vulnerability Alert (IAVA) system for alerts and announcements about computer application software and operating system vulnerabilities identified by DoD-CERT. We coordinate scheduling and remediation of IAVA-related activity with the Government’s IAM and document corrective action outcomes monthly in the IA report submitted to the MOS Program Office, MOS CO and COR (**PWS 10.9.7**).

Vulnerability Management. We have established a comprehensive information security program that incorporates risk and vulnerability testing, reporting, and remediation. We also maintain an internal IT security auditing program that scans MOS servers and applications for vulnerability, audits security user

access levels, audits automated user and staff reconciliation, and deploys file traces, sniffers, and visual probes to detect unauthorized activity throughout the technical infrastructure, data centers, and call center facilities. We will continue all internal and external vulnerability detection, remediation, and management processes to ensure the availability, reliability, and usability of the MOS technical support infrastructure under the new contract (PWS 10.9.3).

Incident Response. To support incident response and as part of our ongoing approach, VO’s team has:

- implemented security policies to ensure that incident response is properly addressed
- assembled and deployed an MOS Computer Incident Response Team (CIRT)
- implemented a CIRT plan of action for security incident identification, investigation, response, resolution, and reporting
- implemented a system-generated audit trail of security-related events and manual audit logs for the MOS computing environment and enclave
- incorporated back-up audit data, secure backups, and ensured appropriate markings and encryption
- assigned technically-competent individuals to review audit data for potential security violations

The flow chart below (Figure 3) shows the CIRT process and reporting flow in our IA procedure.

We have implemented effective response procedures for incidents detected through audit data reviews, including terminal break-ins, viruses, Trojan, or other attacks such as flooding and protocol spoofing. All program systems are current with security

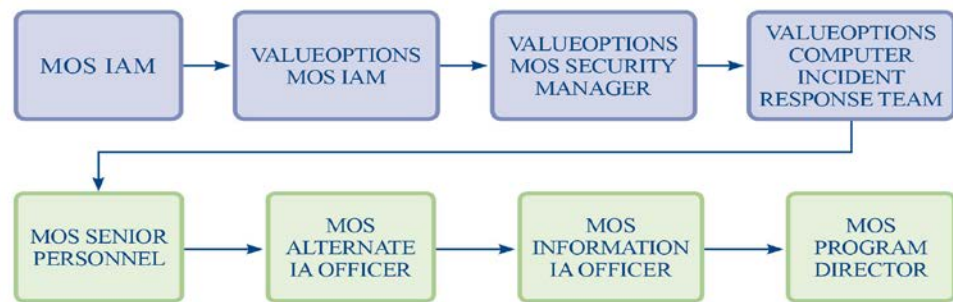


Figure 3: MOS CIRT Process Flow

patches and updates (according to the established IA Vulnerability Assessment Program that applies to the MOS connection security device) and maintain a secure configuration management environment (PWS 10.9.4). Virus detection and eradication software has also been installed on all computer systems to actively scan storage devices and system memory for viruses, worms, Trojan, and malicious code that presents risk to the system and data integrity (PWS 11.0.13).

Risk Assessments. As the current program administrator, we developed and implemented a notification process in advance of any system changes or modifications. The notification and assessment of risk identifies, outlines, and explains system or software changes we propose for the MOS support infrastructure. Written notification includes a description of proposed changes, the date of proposed action or deployment, an identification of impacted systems or processes, a description of contingency measures to ensure continuity during the change period, a notification process for impacted users, a time estimate for return to normal operations, and a request for approval. We developed this process in collaboration with MC&FP IA and Program Management personnel, and are prepared to modify it to meet the new contract’s requirements or process improvement needs (PWS 10.9.1).

RETURN TO OPERATION (RTO) / DISASTER CONTINUITY OF SERVICES (Sec. L, Factor 2 Subfactor III, Para. 2). VO’s Disaster Recovery Plan ensures 24/7 accessibility and operation of all MOS services. During severe weather conditions in May 2012, we successfully switched the entire MOS

data center operation, including our CMS, Website, call center operation, and all inbound telephonic traffic to the fail-over location within the current contract's specified four-hour RTO (**PWS 11.0**).

Disaster Continuity of Services Plan. The MOS disaster recovery test plan includes a recovery procedure for each core business application. It is built, tested, and maintained through a licensed copy of SunGard's Living Disaster Recovery Planning System (LDRPS 10). Test scenarios include hardware failure (servers, storage, processors), telecommunication failure (circuit loss, network switch overload, router failure), power failure (server power supplies, utility grid failure, UPS test, stand-by generator cut-over), data restoration (CONNECTS application suite, Website content recovery) and Hot Site failover. Our disaster recovery plans are executed and tested twice each year, and tabletop simulation tests are performed quarterly (**PWS 11.0.7**). Virus detection and eradication software has also been installed on all computer systems to actively scan storage devices and system memory for computer viruses, worms, Trojan, and malicious code that presents risk to the system and data integrity (**PWS 11.0.13**).

We continuously update and test our recovery plans to accommodate ongoing changes and improvements to our technology infrastructure. Core elements of our business continuity and disaster recovery plans are *“High availability of onsite disaster recovery services and automated disaster recovery tools; Comprehensive daily, weekly, monthly, and annual backup and recovery services; National data center hosting safeguards; Telecommunication systems business continuity services and, Systems availability, service levels, and performance statistics.”*

Redundancy. VO's team has incorporated redundancy into every layer of the infrastructure for MOS service delivery, including Web server processors, servers and server clusters, network switches, routers and UPS, plus redundant, high bandwidth Internet circuits in the data centers, load balancing to route Website traffic to different servers to spread the application processing, and full Website failover to a redundant Hot Site in the event of emergency (**PWS 11.0.8, 11.0.1**).

Preventing Loss of Call Center Services (PWS 11.0.6).

We use Sungard's DRPS to develop, document, test, and implement specific protocols used for call center system recovery. Our MOS team builds plans for technology and critical application recovery, process or departmental recovery, and call center site event management. LDRPS also enables us to customize MOS-specific plan features (such as contract terms and process screens) that meet DoD RTO requirements and operational business needs.

Return to Operation of Website (PWS 11.0.1). We test the Website plan four times a year, simulating a full site restoration from our backup, and testing automatic fail-over to the Hot Site operation. The following performance parameters are used for configuration of the host site design:

- Incorporated the Website disaster recovery procedure as part of our overall disaster recovery plan. Our hosting facility technical staff performs daily backups of all production systems, including the MOS EAP Website and associated applications.
- Established a secondary data center in Richardson, TX with the technical expertise and infrastructure to support the continuity of operations from a geographically remote location.

Exceeding Government Requirements

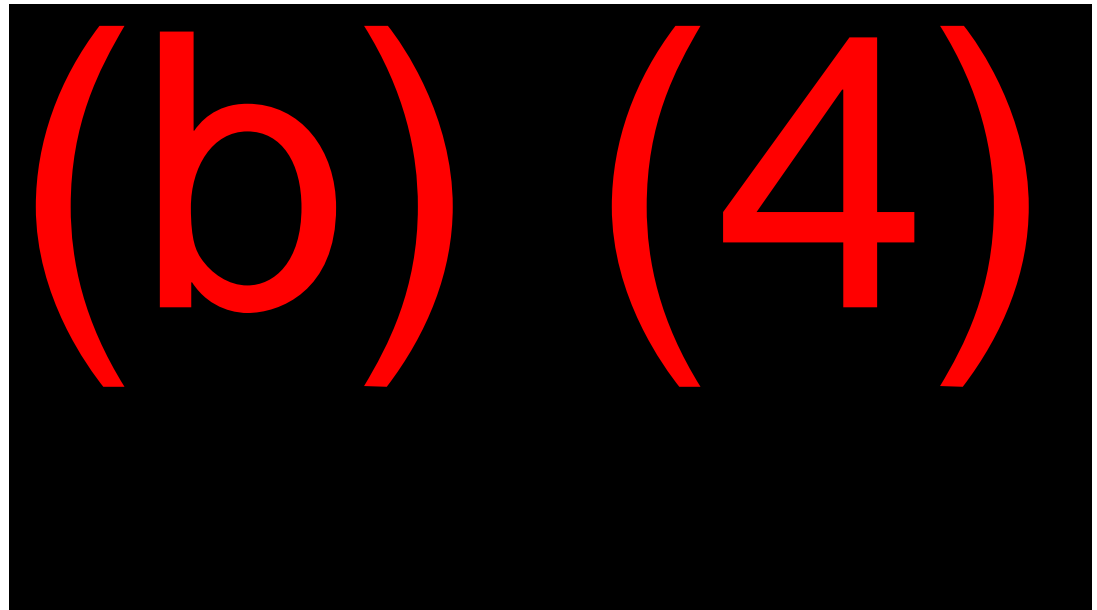
We developed a RTO and recovery capability 90% faster than the 24-hour RTO specified in the MOS RFP.

Benefit to the Government

Our ability to exceed RTO requirements ensures continuous support and improvements that guarantee participant access under any conditions; members and their families will be able to access services when they need them.

All transactions of the MOS EAP Website are replicated in real time to a fully redundant IBM iSeries application server that uses third-party data replication software. This enables our team to cut over to our Hot Site backup infrastructure immediately (**Figure 4**).

Return to Operation of Government-Hosted CMS (PWS 11.0.2). During events that render the Government-hosted CMS platform inaccessible, our call center personnel will follow VO's protocol for documenting all member interactions and case management activity in our secondary tracking system. It was designed in



collaboration with Government MOS Program staff, and is used whenever we perform maintenance on our current CMS. We fully tested, documented, and demonstrated the effectiveness of this process and the secondary tracking system during routine MOS system maintenance in December 2011, and during software patch installation activity supporting DIACAP compliance from January – May 2012. We will augment the process and secondary tracking system to collect all required information for entry into the Government-hosted CMS after RTO. All newly collected CMS data (if any) will be synchronized with the Government-hosted CMS database.

Participants will not experience any disruption during any catastrophic disaster or service interruption. In an emergency, we will immediately activate our contingency operation plan, allowing us to be operational within the five-second RTO window. We will remain in recovery mode until the emergency situation is resolved and normal conditions are restored. To the extent we can anticipate emergency situations, such as impending bad weather, we will shift to emergency operations mode by routing all inbound calls to our redundant facility in Richardson, TX, where our redundant, mirror image telephony architecture automatically assumes call management functions (**PWSs 11.0.3 and 11.0.4**).

No Down Time or Loss of Data (PWS 11.0.9). The telecommunication system for each MOS call center is pre-configured to automatically reroute calls if there are partial voice trunk outages. The process is completely transparent to the MOS Participant and there is no down time. In case of disaster in one call center, another call center can continue in stand-alone mode without service disruption. In addition, our redundant facility, with mirror image telephony, is maintained in hot-standby mode and continuously auto-synchronizes to the telecommunications system, enabling us to meet our RTO five-second requirement. We execute and test our recovery plans twice yearly and our tabletop simulations quarterly. The most recent, full test was successfully performed in May 2012 (**PWS 11.0.5**).

Mitigating Risk to the Government

Our infrastructure design and business continuity approach has enabled VOs' MOS Call Center telephony platform to maintain a 99.8% uptime rate throughout the current contract, reducing the risk of Participants being unable to access needed services.

DATA USE, DISCLOSURE, AND HANDLING OF SENSITIVE INFORMATION (Sec. L, Factor 2 Subfactor III, Para. 3). VO's program team has implemented protocols, procedures, and technical solutions to enforce MOS compliance requirements regarding data collection, storage, and use (**PWS 11.0.12**). Our IT Security controls protect IAW data confidentiality, integrity, and availability, and our certified Information Assurance (IA) professionals monitor and enforce full compliance with all applicable federal laws, regulations, and policies. We proactively execute quarterly risk assessments (four times the present Government contract requirement) to coincide with the MOS system maintenance schedule (**PWS 11.0.10**). All staff undergo extensive training on our obligation to protect all sensitive, confidential information. Under the new contract, we will extend this training to all of our contractors and subcontractors. Our training curriculum includes HIPAA Privacy and Security, Fraud and Abuse, Code of Conduct, and Ethics (**PWS 11.2**). All MOS staff and contractors are U.S. citizens whose eligibility is verified (**PWS 11.0.14**).

Our MOS Team has implemented a DoDD 8570.01M-compliant training and certification program for all personnel with responsibilities for Information Assurance on the MOS Program (**PWS 10.9.6**). Through our training program, our MOS IT staff receives certification that meets requirements outlined under the Technical III (T3) and all Management categories (M1, M2, and M3). Technical personnel meet certification requirements outlined under the Technical I (T1) and Technical II (T2) categories. Our MOS IA personnel are required to pass applicable certification examinations demonstrating their knowledge and ability to perform IA functions associated with their positions (**PWS 11.1.1**). We have provided security awareness and PII data protection training to more than 600 employees, contractors, and vendors supporting the current program (**PWS 11.1, 11.1.2**, also see **PWS 11.2.3** in Factor 3 Subfactor 2).

All data received, processed, evaluated, loaded, and/or created via this contract is the sole property of the Government. The Government reserves all rights, including copyrights, distribution rights, and other rights for all documents, data, or software developed in the performance of this contract (**PWS 11.2.6**).

VO's MOS staff will not use information provided by the Government for any purpose other than managing the program. As indicated above, we go to great lengths to educate our staff about proprietary and confidential information. Government information and resources made available to VO for program management purposes will never be used in any other way without the written agreement of the Contracting Officer (**PWS 11.2.1, 11.2.2**). Our employees agree in writing that confidential records and data may be disclosed only if and when it is clinically/legally appropriate (**PWS 11.2.3 - 4**). MOS team members will not, under any circumstance, divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except as authorized by Government personnel or upon written approval from the CO. We will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort and as directed by the Contracting Officer Representative (**PWS 11.2.5**).

VO maintains external IT security audits and validation service contracts with KPMG & PWC for performance of independent Statement of Auditing Standards (SAS 70) Type II audits annually and will provide the assessment to the COR. We have also engaged Verizon Cyber Trust Services to perform independent data and voice network penetration testing (hacking, war dialing) of the MOS Network Enclave (**PWS 11.0.11**).

FACTOR 3: PROGRAM MANAGEMENT

Subfactor I: Capability & Approach to Perform Program & Financial Management

As the incumbent, our management approach for integrating all MOS elements is based on actual lessons learned in partnership with the Government, as discussed throughout this Factor. Our experienced and knowledgeable MOS management team ensures continued compliance with all DoD Directives and instructions (**PWS 10.1.7** and as referenced in Section J) and strict adherence to all Government-provided policies and procedures for each type of service delivery (**PWS 10.1.5**). The key personnel who comprise our incumbent MOS management team possess demonstrated knowledge and experience in working with Military quality of life programs and services. Led by Renee Kennish, Program Director, our MOS management team has more than 200 years of collective military experience and is uniquely qualified to effectively deliver high-quality services to MOS Participants on day 1 of contract award (**PWS 10.0**).

As the incumbent, VO's Key Personnel and major subcontractors are proven, with a track record of presenting true visibility to the Program Staff and their MOS Program operations. This alleviates the risk of the Government not having real-time awareness of MOS Program readiness.

ENSURING PROGRAM READINESS (Sec. L, Factor 3 Subfactor I, Para. 1 and PWS 10.1.3).



Our staffing levels, training requirements, technology, and operational processes ensure that MOS Participants receive the services they need. Our team comprises almost 400 full-time equivalent staff. All have received the training and tools needed to perform their duties. Lessons learned from hands-on experience administering the MOS Program over the past year continue to drive our approach for integrating all aspects of the requirement to support and maintain the program and the members we so proudly serve.

Warm Hand-Off Processes. Through technology such as our “no-hold conferencing” feature, we can facilitate a seamless connection to other services, such as face-to-face counselors, Work/Life specialists, Military Treatment Facilities (MTFs), Military Family Life Consultants (MFLCs) or external providers or programs such as TRICARE, introduce Participants and the reason for their call and then, when appropriate, disconnect. Well-developed processes such as Triage Consultant scripts and thoroughly researched resources connect callers to the most effective support service the first time they call. (See also our **Factor 1, Subfactor I** response on page 8, Para. 1 “warm hand-off processes”).

Worldwide Participant Access. Our telephonic and Web-based services are available 24/7. We continuously update and test our recovery plans to ensure uninterrupted access and to accommodate ongoing changes and improvements to our technology.

Call Center Redundancy. We have incorporated redundancy into every layer of the MOS infrastructure for service delivery. This includes multiple call centers, redundant Web server processors, servers and server clusters, network switches, routers and UPS, high bandwidth Internet circuits in the data centers, load balancing to route website traffic to different servers to spread the application processing, and full website failover to a back-up Hot Site in the event of emergency.

Coverage No Matter the Call Volume. Our call center workforce management tool – Verint – enables effective scheduling, including meeting peak usage periods and unexpected spikes in call volume.

Lessons Learned as the Current Contractor. The rapid MOS implementation experience taught us that to successfully recruit, hire, train, and manage staff we must have a commitment to extended training and structured re-training (if necessary) to meet the dynamic needs of the MOS program. Preferential hiring of military spouses, Wounded Warriors and veterans is a must.

Our MOS team will provide the full range of services offered under the MOS Program (PWS 10.1.1) and will complete a thorough four- week training program that is reviewed and approved by the Government (PWS 10.1.2). In addition, our staff receives ongoing training throughout the year with an emphasis on military-specific issues and program scope. Currently 58% of MOS staff have a military background or a family member with military experience.

PROGRAM MANAGEMENT PLAN (Sec. L, Factor 3 Subfactor I, Paragraphs 2, 3 and 4) ValueOptions’ (VO) MOS Program Management Team (PWS 10.0 and 10.1). Our management team has extensive experience, not only in their respective fields, but with the Military and in working together as a cohesive unit. Resumes and letters of commitment for key personnel in the organizational chart below are provided as **Attachment 2**.

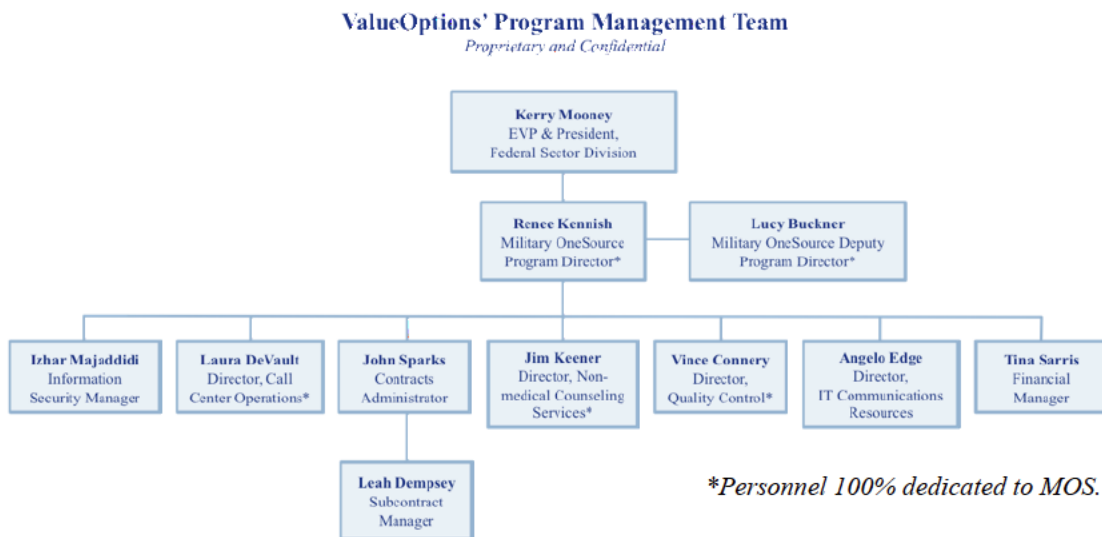


Figure 1: Program Management Team organizational reporting structure.

Kerry Mooney provides executive oversight of the program and is the primary point of contact for the Contracting Officer (CO). Our Program Director, Renee Kennish, is the primary point of contact for the Contracting Officer’s Representative (COR) and the Government Program Manager. All of our key personnel interface with one or more of the programmatic staff on a regular basis. For instance, Jim Keener interacts frequently with the Military Community and Family Policy (MC&FP) office of counseling and Tina Sarris regularly interacts with the Contracting Office.

INTERFACING WITH THE MC&FP OFFICE (Sec. L, Factor 3 Subfactor I, Para. 2 and PWS 10.1). We currently meet face-to-face at least monthly to discuss reports, program updates, and initiatives. At a monthly Quality Assurance Committee meeting, the Director of Quality Assurance (the Director of Quality Control under the new contract) presents an overview of quality and program performance. Interface also includes monthly meetings for specialty consultations, bi-weekly meetings for the SECO program, and occasional ad hoc meetings, all attended by Government staff. These meetings address performance updates, operational issues, new initiatives, and Participants’ questions.

We encourage the valuable interaction, questions, and suggestions between and among Program Staff, the COR and VO MOS staff. In addition to regular e-mail and telephone contact with Government staff, we proactively communicate potential issues and work together with the DoD to develop alternate approaches and solutions.

One Team. One Mission. In the past year, we have modified our organizational structure to provide DoD with the best qualified and experienced personnel. Our extensive military knowledge and experience enables our leadership to guide MOS staff as well as to further improve our processes. Recent contract awards such as the Coast Guard EAP and our Wounded Warrior pilot program provide additional learning opportunities that will enhance our management of the MOS program.

Leadership and staff meet regularly to review contract performance and discuss the program as it affects functional areas of responsibility. For example, a briefing by the Director of Non-Medical Counseling may affect staff training, clinical quality auditing, reporting, and Government communication.

Communication and training are essential to our approach for maintaining a customer-service of respect and concern for every Service and family member, regardless of grade, rank, race, color, national origin, sex, religion, age, or disability in accordance with guidance issued by DOJ, DHHS, DOL, and the Small Business Administration. Our approach includes: 1) regular town hall meetings with all MOS personnel to share program updates, 2) incorporating and incentivizing staff suggestions, 3) rigorous training, and emphasis on hiring of veterans and family members (**PWS 10.1.11**).

LABOR CATEGORIES (Sec. L, Factor 2 Subfactor I, Para. 3 and 4). All program management labor categories align with our professional compensation plan. We have 57 labor categories, 10 of which are considered key personnel and another 10 of which are considered program management categories. For these combined 20 labor categories we provide job descriptions as **part of Attachment 3. Professional Compensation Plan**. Our current and proposed staffing model for the MOS contract comprises a 1:11 manager-to-employee ratio. We have also completed the fill-in clause in Section H.10(f) and provide a copy as **Attachment 4**.

SUBCONTRACTOR MANAGEMENT (Sec. L, Factor 3, Subfactor I, Para. 2). As the incumbent, our subcontractor management processes are based on lessons learned from the current contract as well as other prime contract efforts of similar size, scope and complexity. Performance risk is greatly reduced through our long-term business relationships with our subcontractors on MOS and other EAPs. Structural and procedural subcontractor controls (e.g., teaming, weekly meetings, common training methodologies/requirements, performance metrics/audits, meeting/reporting protocols) mitigate subcontractor risk and are clearly defined in our new MOS Subcontract Management Plan (SCMP).

Processes, Policies and Procedures. The program management team oversees all elements of contract performance, the DoD and COR communication interface, cost containment, subcontractor management and quality management. Our business practices have been refined based on lessons learned during the past year, including updated policies and procedures, management processes, and clearer lines of communication to ensure that we are as responsive as possible to the Government and in our day-to-day service delivery. Key metrics such as quality survey data, telephone data, utilization information, and the service metrics in the Quality Plan provide clear visibility into all program components for the Program Director and leadership and the Government.

Leaders meet regularly with their teams and explain workflow changes or identified training needs. Our approach to quality improvement focuses on integrating staff members, departments, and service providers in a continuous effort of planning, action, and evaluation. We collaborate closely with MC&FP program personnel in these processes.

No formal written modifications or processes, policies, or procedures are implemented without acknowledgment by the Government MOS Program Office. Currently all program adjustments or changes to workflows related to non-medical counseling are discussed and approved in writing by the Office of Counseling and Program staff with notification to the COR. This is accomplished through e-mail exchanges that are then incorporated into policies, procedures and workflows (PWS 10.1.4).

MANAGING THE MOS CONTRACT THE NEXT FIVE YEARS (Sec. L, Factor 3 Subfactor I, Para. 2).



VO will continue our practice of expanding staff knowledge and experience while continuously adding veterans and family members of active duty personnel to our staff.

Technology innovations described throughout our proposal will increase Participant access and support program efficiencies and agility that enable rapid response to Participant needs. Key strategies that support this approach include the following:

- maintain and enhance the pipeline of qualified MOS staff and providers
- continuous process improvement through Participant, Government and staff feedback
- implement innovations that remove barriers to access (including stigma)
- track trends and collaborate with the Program Staff to create responses
- remain within scope and maintain a strong commitment to the MOS mission

RECRUITMENT HIRING AND TRAINING (Sec. L, Factor 3 Subfactor I, Para. 5).



Over the past year VO has recruited and retained a number of individuals with direct military ties including 84 Military family members, 65 Military spouses, 56 veterans, 24 Military retirees, 11 National

Guard members, four Reservists and three Wounded Warriors. Our team will continue to ensure consistency of all services regardless of installation, location, or other factors (PWS 10.1.9). MOS staff are prohibited from speaking to the media or press about the program or their work with Participants. Furthermore, they are prohibited from engaging in political discussions with Participants concerning military policy, and will not under any circumstance represent the Government at any federal, state, or military meeting or event without specific written approval from the Government MOS Program Office. All media inquiries are forwarded by the Program Director to the Government MOS Program Office for appropriate action (PWS 10.1.10).

*Exceeding Government Requirements
VO will join the Military Spouse Employment Partnership (MSEP) on November 14, 2012
Benefit to the Government
Accelerates our goal of supporting, recruiting and employing military spouses.*

MOS staff today provides (and will continue to provide) expert consultation and education on a broad array of topics including the establishment of business applications; interpreter and translation services; back-up operations and surge handling; developing and refreshing the technological infrastructure necessary to operate a call center (PWS 10.1.1). Strategies include the following:

RECRUITMENT AND RETENTION	
Recruitment	<ul style="list-style-type: none"> • Partnership with AbilityOne companies to increase hiring of Wounded Warriors and their caregivers. • Supporting and attending career fairs targeted toward military veterans and their dependents. • Advertising positions on LinkedIn.com and national niche websites targeting military veterans and spouses. • Working with SECO MSEP program to provide employment opportunities to military spouses. • Targeted regional advertising that appeals to the populations we serve. • Maintaining and updating a “Veteran Recruiting 101” document. • Working with Ability One and Service Disabled Veteran Owned Small Business.
Outreach	<ul style="list-style-type: none"> • Continued participation in HeroHealthHire. • Utilize resources such as Career One Stop Center locations and associated Local Veterans’ Employment Representatives and Disabled Veterans’ Outreach Programs.

RECRUITMENT AND RETENTION
<ul style="list-style-type: none"> • Leveraging relationships with Military veteran organizations maintained by staffing subcontractors. • Networking with the Department of Veterans Affairs, through the VetSuccess.gov initiative. • Added to the Army Career and Alumni Program’s list of “Employers Who Want to Hire Veterans.” • Met with Military Spouse Employment Partnership to help military spouses find rewarding career opportunities.
Retention and Ongoing Training
<ul style="list-style-type: none"> • Full-, part- and flex-time call center work schedules attractive to spouses who need non-traditional schedules. • “From Battlefield to Workplace: Hiring and Transitioning Heroes Back into the Civilian Workforce” training for our corporate client partners and for our Hiring Managers and recruitment teams.

PROFESSIONAL COMPENSATION PLAN (Factor 3 Subfactor I, Sec. L Para. 5)

Per our professional compensation plan in (Attachment 3), key personnel include seasoned employees who meet or exceed all contract requirements. Each has the requisite education and experience to maintain ongoing program quality. Job descriptions for key staff, including labor category title, job duties, minimum education required, and years’ experience required, are provided in Attachment 3.

FINANCIAL MANAGEMENT PLAN (Sec. L, Factor 3 Subfactor I, Para. 6). In 2012, VO augmented its Federal Division financial management system with the implementation of Deltek GCS Premier. We have demonstrated our ability to safeguard financial assets, consistently comply with regulatory requirements, and produce timely, accurate financial reporting. Additional details of our Financial Plan are in Attachment 6.

CONFLICT OF INTEREST PLAN (Sec. L, Factor 3 Subfactor I, Para. 7). Our plan addressing the requirements in Sections H.4/H.5 and L.11, is included as Attachment 7.

WORKING WITH GOVERNMENT AGENCIES AND CONTRACTORS (Sec. L, Factor 3

Subfactor I, Para. 8 and PWS 10.1.8) Our team has developed excellent working relationships with MC&FP Program contractors and Government agencies over the past year. For example:

- Our website content and Webinar staff meets at least weekly with the Program Office and the Bowen Group to plan outreach calendars, monthly website themes, Webinar topics and other items.
- Our Spouse Education and Career Opportunities team meets weekly with BAM technologies to discuss the MyCAA portal and any issues that need to be addressed. Our MOS team works with the program staff to identify agenda and action items, and assign deliverable dates and responsibilities.
- Our Wounded Warrior Resources staff coordinates closely with Military services and agencies, including Army MEDCOM, Navy Safe Harbor, Marine Corps Wounded Warrior Regiment, Veterans Administration, and TRICARE.

In addition, Duty To Warn (DTW) situations require significant coordination, including communication with State Family Program Directors, Family Advocacy Program staff, SHARP staff, and other designated individuals for various reportable events.

TRAINING PROGRAM (Sec. L, Factor 3 Subfactor I, Para. 9 and PWS 10.2).

Even though more than half of our workforce is affiliated with the military, our training curriculum emphasizes military culture and military specific issues. Examples of the training include:

- Military Cultural Sensitivity
- Overview of Suicide Prevention & Screening
- The Impact of Deployment and Combat Stress on Families and Children
- Domestic and Intimate Partner Violence
- Assessment training

Suicide Prevention
 We provide regular and progressive resourcing—including formal training sessions, online training modules, and a library of electronically retrievable materials—related to evidence-based methods for effective assessment of suicidal behavior.

- Provider Resiliency and Self-Care: An Ethical Issue
- Federal Statutes, HIPAA, Privacy and Security Training to address all provisions of the Privacy Act of 1974, as amended, 5 U.S.C. 552a, Public Law 93-579

We will continue to work with the Government to ensure that our comprehensive training curriculum evolves with the needs of the MOS program. Modifications or additions to training (including those based on changes in programming or DoD instructions) will be submitted to the Government for approval (PWS 10.1.2, 10.2.2, 10.2.7). Training is modified regularly to keep pace with the ever-changing needs of the military population, and to ensure our staff is familiar with the evolving issues pertaining to military life (PWS 10.2.3). Using a train-the-trainer model, all Consultants and Coaches will be thoroughly trained on the new Government CMS (PWS 10.2.1).

Understanding the risks associated with engaging MOS Participants without proper training, we will continue our practice of ensuring that all initial training is provided to staff within 15 days of hire (PWS 10.2.2). Triage Consultants do not take live calls until they have demonstrated a satisfactory understanding of the program scope of practice, requirements, and case documentation, and can demonstrate their proficiency in a test environment. Network providers cannot receive referrals or work with an MOS Participant until they have completed the required annual training (PWS 10.2.4).

Our training team provides regular and relevant instruction on a multitude of MOS program topics including military programs and benefits. In addition, they provide service and component specific training. For example, restricted reporting requirements are unique to each branch of the services. Our training program also mandated reports and DTW protocols, deployment and reintegration, specialty consultations, warm hand-offs and the referral process. Program and system security requirements are addressed through Federal Information Systems Security (ISS) Awareness for non-DoD personnel, personally identifiable information (PII) and reporting adverse incidents (PWS 10.1.1, 10.2.2 and 10.2.3).

Our staff, counselors, providers, and coaches have access to a variety of training material and resources including: an extensive library of professional training modules through Essential Learning (a Web-based e-Learning application); thousands of resources available through our on-line MOS University portal; live weekly Webinars offered by the MOS Provider Relations staff and other subject matter experts; and monthly e-newsletters including MOS-specific articles, information, current events and updates (PWS 10.1.2, 10.2.3). Training highlights are provided below.


VO's MOS Team	Training Highlights
MOS Call Center, Non-Medical Counselors, Health and Wellness Coaches	<ul style="list-style-type: none"> • MOS new hire training has evolved to a mandatory 4-week comprehensive curriculum coupled with monthly non-medical and systems trainings. All competency-based non-medical training curriculum is reviewed and approved by the Director of Non-Medical Counseling. • Training is updated frequently to reflect research and statistics published by Service branches, DoDI updates, policy changes, and OSD and MC&FP directives. • Triage Consultants spend an average of 250 hours in the first year in scheduled trainings, and at least 3 hours per week of scheduled training and meetings with QA Auditors and Supervisors.
Network Providers	<ul style="list-style-type: none"> • Before seeing a Participant, MOS network providers must complete two training sessions: <ul style="list-style-type: none"> ◦ Orientation. Programmatic needs and nuances of the MOS program: program overview; MOS scope of care and process for referral to clinical/mental health providers; confidentiality and information security; eligibility; DTW policies and procedures; adverse incidents reporting; MOS Case Activity Form; deadlines and methodology ◦ Military Cultural Competency. Details military branch specifics and rank structure; differences and similarities between active and reserve components; demographic characteristics of Service members; general and deployment-related military terms • Providers are required to renew their training annually. For their first training renewal, providers

VO's MOS Team	Training Highlights
	must participate in the following required training courses: <ul style="list-style-type: none"> ◦ MOS Provider Policy and Procedure Review. Refresher of program scope and non-medical counseling; DTW processes; the referral process; documentation; and other issues deemed critical to member care and contractual obligations. ◦ The Impact of Deployment and Combat Stress on Families and Children: Understanding Military Families and the Deployment Cycle. Information about deployment and its effects on service members and families; deployment/reintegration stressors and common reactions. <ul style="list-style-type: none"> • We offer free annual training courses, free CEU credits through Essential Learning (applicable to license requirement), and discounted prices for other courses and CEU credits offered via our training library.
Financial Counselors	<ul style="list-style-type: none"> • Before speaking with a Participant, financial counselors must complete Military Culture Training to ensure they understand the Military culture and unique challenges faced by Service Members. • Counselors are trained on specific Military-related financial topics and programs such as the GI bill, the Military Saves program, SaveAndInvest.org, the Homeowners Assistance Program (HAP), and VA benefits. • Counselors have post-training access to Forefield, a web-based tool with thousands of continuously updated resources, tips, and tools for financial professionals. • Based on call trends and identified needs, we offer refresher trainings on specific topics. Recent trainings have covered student loans, short sales, foreclosure, and first time home buying.

Subfactor II: Reporting & Documentation

PRODUCING TIMELY AND ACCURATE REPORTS (Sec. L, Factor 3 Subfactor II, Para. 1). VO has collaborated with the Government to develop reports and analysis of program utilization and effectiveness. Our MOS team already meets minimum reporting requirements outlined in **PWSs 10.3, 10.4, 10.4.1, 10.4.3, 10.4.4, 10.4.5, and 10.4.6.** We will continue to meet these and the requirements (**PWS 10.4.2 and 10.4.5**) of the new contract. Having a year of experience, VO will be able to more easily help Program Staff identify trends and needs for additional services. Angelo Edge, as the Director of IT Communications and Resources, will spearhead our initiatives to ensure accurate and timely reporting under the new contract.

Monthly Reports. We provide monthly reports on program effectiveness and outcomes (**PWS 10.3**). We will list the totals of all reporting requirements (outlined in Sections J-4, 45 and Appendix B) no later than 60 days after each option period ends, and will collaborate with the Government on implementation of its Case Management System for the new contract (**PWS 10.4.5**). We will continue to deliver the Contracting and Financial Disbursement Reports by the 15th of each month, in Microsoft (Word or Excel) format, via e-mail to the designated Government points of contact (**PWS 10.4**). The Government will review and accept or reject the reports within 10 business days (**PWS 10.4.1**). If rejected, we will submit a revised report within 10 business days (**PWS 10.4.2**).

 During the past year, our monthly reporting package has grown from 50 pages to more than 500 as the Government has identified additional information needs. We strive to continuously improve our reporting processes to capture and provide information in greater detail to meet the Government's needs. We recently moved our data, management, and analysis teams to our Information Technology department for greater integration of IT/data warehouse/data reporting capabilities.

VO will continue to capture and report all Participant (member and family) contacts by Branch, installation, and Service—to include National Guard and Reserve—every month using the new Government CMS system. Our consultants have had the opportunity to learn caller nuances, and the capturing detailed information about Participant demographics and branch of service enables them to ask pertinent questions and capture relevant data. We believe this experience will allow for easy


navigation in the new Government CMS system (PWS 10.4.3). Our monthly contracting report will continue to contain all items listed in Appendix B, Attachment 46 aggregated from data captured in the Government CMS, our internal call center metrics, and member outbound contact results (PWS 10.4.4). We will also provide quarterly updates on performance related to the Quality Assurance Surveillance Plan (PWS 10.1.12).

Ad Hoc Reports (PWS 10.4.6). Our MOS Team will continue to collaborate with the Government to provide a variety of ad-hoc reports on request, recognizing their often short suspense time.

DUTY TO WARN AND MANDATED REPORTING (Sec. L, Factor 3 Subfactor II, Para. 2). We adhere to all Government MOS processes and procedures for DTW and mandated reporting issues. We have developed protocols (described in the “Duty to Warn Action Steps” chart below) to enable us to consistently meet the minimum requirement standards set forth in PWS 5.3 and 5.8.1 and Attachments J-3, 12, 13, 14, 15 and 30. We will respond to the Government’s evolving needs around DTW and mandated reporting.

Exceeding Government Requirements
 Every Duty-to-Warn or reportable case receives real-time documented consultation between the Clinical Supervisor and Triage Consultant.
Benefit to the Government
 An audit is conducted the day after the event, and scores for each Triage Consultant are maintained for quality monitoring and management purposes.

In collaboration with the Program Office, we have refined and standardized the DTW/Mandated reporting and referral processes for the National Guard and Reserve components, which differ from those of the active forces. All MOS staff received refresher training on risk rating, crisis intervention procedures, and documentation processes. We also developed a specialized tool to support this process improvement with ongoing, real-time audits of 100 percent of cases.

Duty to Warn/Mandated Reports (PWS 5.3). VO MOS Team has collaborated with program staff to  refine all our DTW processes, training resources, and reports to regularly capture incidents required by the contract and DoDI guidelines. Clinical Supervisors consult in real time with Triage Consultants on all DTW calls to ensure member safety and connection to appropriate clinical services for the level of risk presented. The consultations ensure proper case handling and mandated reporting within 24 hours to appropriate parties, proper documentation in the CMS, assignment of clinically appropriate follow-up, and completion of the case. We have formal reporting protocols for each Service Branch and update contact information as soon as we are notified of a change. Our DTW actions steps are below:

DUTY TO WARN ACTION STEPS
1. Triage Consultant receives call, and determines risk after reading the Limits of Confidentiality.
2. Triage Consultant sends an “instant message” to MOS Clinical Supervisor, alerting to possible risk issue.
3. Supervisor immediately consults either face-to-face or via IM, while listening to the call.
4. Together, they evaluate the case and decide best course of action, according to risk level presented.
5. Triage Consultant ensures member safety including police or emergency transport as needed.
6. Referrals to Tricare, MTFs, VAP, SARC, FAP and community resources, such as Domestic Violence hotlines and shelters, are provided as appropriate.
7. After connecting the caller with appropriate services, the Triage Consultant documents details in the Case Management System and referral/assessment database.
8. Triage Consultant adds member flag, documenting any necessary follow-up.
9. Triage Consultant pends the case to clinical Supervisor then emails alert to supervisor to ensure continuity of care.
10. Supervisor reviews and documents the case.
11. Triage Consultant completes follow-up the next day OR assigns it to another consultant if the original is unavailable.
12. To assure prompt quality control monitoring, the case is audited the next business day. If the audit is below 90% the Clinical Supervisor meets with the Triage Consultant to discuss handling of the case to ensure job success and process improvement.
13. Documentation of any necessary coaching is tracked and reported to the Director of Non-Medical Counseling.

DATA COLLECTION AND DOCUMENTATION (Sec. L, Factor 3 Subfactor II, Para. 3 and PWS 5.4). Each MOS Participant visit is documented in the provider’s case record or directly in VO’s case tracking system, for those receiving telephonic or online counseling. Marital and family counseling is documented in the requesting individual’s record. Information specific to a spouse or other family member is documented in a record created specifically for that individual. When a Case Activity Form (CAF) is submitted containing information about another family member, a separate record is created to track that data (**PWS 5.4.2**). All case notes comply with state laws and regulations governing segregation of information (Section J-3) and are immediately available to the Program Office upon request. Information is submitted to VO either electronically or via paper on the CAF. It is currently reviewed and uploaded into our case management system (under the new contract it will be loaded into the Government CMS) within 15 calendar days of each session (**PWS 5.4.3**).

Under our current MOS contract, diagnosis with V-code indicators is a required field on the CAF. It requires providers to confirm that the Participant has been sent to a mental health or community clinical resource if a DSM diagnosis has been given and is not being treated through MOS. High-risk cases are flagged for an outreach call by a clinician to the provider for review, and determination whether referral to a mental health or community resource is indicated (**PWS 5.4.5**). Formal documentation of all MOS non-medical case records are currently maintained in VO’s CMS (**PWS 5.4.2**). Routine audits are conducted to ensure quality, accuracy, and timeliness. Our MOS team adheres to Council on Accreditation standards for recordkeeping audits, including EAP Standard 4.03, requiring that cases be reviewed quarterly to assess service plan implementation, progress toward achieving goals and desired outcomes, and continuing appropriateness of service goals. We will continue to adhere to these standards under the new contract. Also, all case notes meet all state legal requirements and regulations, and are immediately available to Government Program Office staff when requested. We incent providers to submit CAF in a timely manner, enabling us to upload the after-action report within 15 calendar days of each session via the CMS Web service in accordance with attachment **J-43 (PWS 5.4.3)**.

DATA PROTECTION AND CONFIDENTIALITY (Sec. L, Factor 3, Subfactor II, Para. 3). VO requires all MOS staff – employees, contractors, or subcontractors – to sign a Confidentiality Agreement at initial hire and during the annual attestation period. These agreements acknowledge their understanding of requirements that prohibit them from sending, transmitting, or communicating any confidential business information outside of the company without appropriate management approval (**Section J-27 and PWS 5.1**).

Our recordkeeping system also protects confidentiality. During an initial call, the MOS Triage Consultant explains the limits and terms of program confidentiality. All written records of session content are maintained by our MOS staff or the network practitioner who provided the counseling support. Providers may not see a Participant until they sign a contract addendum agreeing to furnish copies of their case notes to VO and the Government for auditing or review of adverse incidents. We maintain images of all CAFs. Telephonic services are documented in our CMS (**PWS 5.4.1 and J-3**). Our policy requires us to maintain a distinct case record for each Participant. All records are the property of the Government and are easily accessible—Program Staff contact the Program Director who sends the record via encrypted email (**PWS 5.4.7**).

PROVIDING INFORMATION TO THE GOVERNMENT MOS PROGRAM OFFICE (Sec. L, Factor 3 Subfactor II, Para. 3) Adverse Incidents. VO’s MOS Team follows all policies and procedures listed in **Sections J-3, 12, 13, 14, 15, 30, 31** during an adverse incident. In all instances, adverse incidents (e.g., suicide, homicide, serious harm or injury involving a Participant, or any other event or situation that may reflect negatively on the program) are reported to the MOS Program Office

(COR and the Government Program Manager) within 24 hours (**PWS 5.4.4 and 5.7**). As part of our ongoing training, we ensure that MOS staff and network providers understand reporting compliance requirements for all adverse incidents.

Health and Wellness Coaching Cases. Building upon our experience capturing health and wellness coaching data in our CMS under the current contract, we will transition to entering the cases into the Government CMS within 15 calendar days under the new contract. We will continue to maintain all formal coaching records and make them available electronically to the MOS Program Office as requested in Section J-3 (**PWS 6.1.3**).

Tax Filing Services. We will continue to provide status on monthly and cumulative usage for state and federal filings, as well as registered users of the service. Since the inception of our contract to provide services under MOS, we have fielded more than 23,000 calls from MOS participants for tax related services. Under the new contract, we will provide data specified in the IAW Monthly Status and Progress report requirements. If requested, we will also provide daily registration and filing information, as well as answer any historical questions on MOS member usage data. We will obtain Government approval of the tax assistance support plan prior to implementation (**PWS 7.2.5**).

Fulfillment Requests. Utilizing our existing process for MOS fulfillment, we will provide a monthly report of all processed requests, as stipulated in Appendix B, attachment 46, and Section J-45 (**PWS 8.3.5**). We will provide all Government documents and intellectual property, including CMS cumulative data, in an .xml format within 15 days of contract completion (**PWS 10.4.7**).

CASE CLOSURE SUMMARIES (Sec. L, Factor 3 Subfactor II, Para. 3 and PWS 5.4.6).

We will require that Formal Case Closure summaries (reference Section J-3) be submitted for all case records. Planning for case closure is clearly defined, beginning at intake, and involves the Participant and others as appropriate. Cases are closed upon completion of services, referral to another service or resource, or after 30 days without contact and three reasonable attempts to re-engage the Participant.

CERTIFICATION OF KNOWLEDGE AND CREDENTIALING OF PROFESSIONALS

SERVICING THE MOS ACCOUNT (Sec. L, Factor 3 Subfactor II, Para. 1, 2). All VO staff and non-medical counseling network providers receive comprehensive initial and refresher training on branch and component specific military customs, traditions, environment, benefits, and programs. Many of our training modules are posted on our secure intranet and made available to new or existing staff. We require our staff to demonstrate understanding of their respective disciplines, scope of care, program elements, and military culture and lifestyle issues through refresher training, call auditing, and formal assessment testing. We maintain staff assessments and audit results and make them available for Government viewing at any time (**PWS 10.2.5**).

Before seeing any MOS Participant, we require network providers to complete two training sessions: VO's MOS Orientation and Military Cultural Competency. They are also contractually required to complete annual military culture training to maintain active network status (**PWS 10.2.5**). Upon completion, certificates and/or transcripts are issued and maintained in providers' official records. Our Human Resources team annually verifies and tracks all of our non-medical counseling and supervisory staff credentials on a monthly basis. They maintain a database that tracks licensure information and allows monthly updating based on renewal dates. We make this information available to the Government MOS Program Office or the CO at any time (**PWS 10.2.6**).

ENSURING SERVICE MEMBERS AND FAMILIES RECEIVE APPROPRIATE SERVICES

(Sec. L, Factor 3 Subfactor II, Para. 2 and PWS 10.6.5). Our day-to-day operations include regular auditing of MOS staff and network providers. These in-depth clinical audits enable us to identify

training needs, gauge the level of customer service being offered, ensure that offered services are within scope, and confirm that the program is being administered effectively. We monitor more than 500 calls per month (at least one percent), maintain audit records, and regularly provide feedback as part of our ongoing internal staff development process. We monitor our MOS network providers' services in several ways, including:

- random monthly audits of CAF case notes to verify appropriateness of scope and documentation
- automatic review of cases representing high risk
- automatic review of records following an adverse incident, with a written report submitted to the Government within 24 hours

All designated users of the Government's new CMS will undergo additional training before assisting service or family members. Each will be required to demonstrate proficiency on the Government CMS before taking calls. We will provide the Government a monthly user report (in spreadsheet format) that confirms the date each course is successfully completed (**PWS 11.1.3**).

Subfactor III: Joint Family Support Assistance Program (JFSAP)

Our JFSAP is for service personnel and their families who are located in geographically remote areas in states and territories. The JFSAP teams identify gaps in service, barriers to care, and collaborate with federal, state and local agencies or groups to address them. They are proactive in their outreach to ensure that military families know what MOS services are available to them, and how to access them.

ESTABLISHED NETWORK OF JOINT FAMILY SUPPORT ASSISTANCE CONSULTANTS



(**Sec. L, Factor 3 Subfactor III and PWS 9.1**). Our MOS team already has personnel and services in place to meet the JFSAP objective of providing services to Participants and families geographically isolated from installation support. We are fully staffed and all of our JFSAP consultants meet the requirements under our current contract. We are prepared to hire additional JFSAPs to meet the requirements of the new contract, using our nationwide recruiting network to identify appropriate candidates. As required by the new contract, we will ensure that all JFSAP consultants have a bachelor's degree from an accredited college, at least 3 years human services experience, and five year of military experience or relevant civilian experience and knowledge of military programs.

At contract award in October 2011, we successfully transitioned the seasoned, existing team of JFSAP consultants without disruption in service. Approximately 84% of the current JFSAP Consultants and Regional Managers are veterans, veteran spouses, or military family members.

The JFSAP consultant team uses a tool developed internally by VO to provide the call center with resource information, feedback on military community needs and issues, and critical incident information. Our dedicated MOS Resource Coordinator manages this exchange of information, and also shares it with Government program contacts. We also provide information to military and civilian communities via education on MOS/DoD support programs. For instance, onsite and electronic JFSAP registration activities increased utilization of Health Coaching services by 154 cases over a six-week period in summer 2012. Standardized training, program execution instruction documents, and team meetings ensure effective delivery of accurate information (**PWS 9.1.3, bullet 1**). The JFSAP team uses a customized SharePoint site for recording activities, storing data and documents, and generating reports. This tool allows flexibility in data collection and reporting to help with Government requests (Section J-41), as well as the creation of a resource catalog (**PWS 9.1.3, bullets 2 and 8**).

Community Capacity Building & Service/Family Member Education (PWS 9.1.2). Our JFSAPs work closely with their team members, State Family Program Directors or designees, and military

family program staff in each state to identify needs and develop strategies. They participate in military and civilian information forums such as Intra-State Family Assistance Committees, to maximize support for the military community through reciprocal referrals and joint efforts (**PWS 9.1.3, bullets 3, 5, 6 and 7**). For example, the Kansas JFSAP contacted all Kansas National Guard and Reserve units to promote free online tutoring through Tutor.com. The promotion increased awareness – a timely benefit as students prepared to return to school. Our outreach and development of contact lists enabled the creation of a Government-approved resource catalog that the Government can review electronically on demand (**PWS 9.1.3, bullet 2**).

Exceeding Government Requirements

Our JFSAP's first virtual presentation for the Utah Air National Guard was so successful we are now providing monthly video conference training at Hill Air Force Base.

Benefit to the Government

Reduces travel and increases participation.

JFSAPs provide information on MOS / DoD services through monthly e-mails to providers and military leaders, participation in state family program staff and community meetings, briefings to other professionals, and to branch command in response to critical incidents (**9.1.3, bullets 5, 6 and 7**). For example, JFSAPs provided resources in multiple locations after a plane crash killed four North Carolina service members fighting wildfires in South Dakota. JFSAPs join with others, such as MFLCs and Directors of Psychological Health, to facilitate cross-organization collaboration and expand support to service members and their families. Collaboration also occurs with Red Cross volunteers, key spouse groups, ombudsmen, Family Readiness Groups, and others.



Our extensive involvement with the military community and ongoing communications with providers enables VO's MOS team to resolve gaps in a timely fashion. For instance, one JFSAP consultant identified a gap in West Virginia because of limited internet availability. The JFSAP addressed the issue by collaborating with state libraries in high military population areas to provide access to MOS Web services. In response to the success of this initiative, other JFSAPs subsequently connected with libraries in remote, densely populated military areas of their respective states (**PWS 9.1.3, bullet 3**).

JFSAPs provide information through events, in-person contact, and via phone, e-mail, and Webinars to individuals, couples, families, or small groups seeking assistance. For example, the Utah JFSAP provided a MOS presentation for Air National Guard units that did not meet Yellow Ribbon Requirements. Hill Air Force Base's Airman and Family Readiness Director participated in the presentation and requested that the JFSAP provide training at least once a month. JFSAPs also provide information and referral to military leaders or providers requesting assistance (**PWS 9.1.3, bullet 4**).

JFSAPs continuously seek creative ways to reach the military community. One notable activity, "KMOS Live," is a Webinar modeled after a radio talk show. It promotes MOS resources and includes a speaker and information on state resources. It is marketed via e-mail to state service providers, military leadership, members and their families, and community partners.

JFSAP Community Outreach Activities

Since ValueOptions assumed the MOS program in October 2011, JFSAPs have conducted over 5,000 outreach activities to more than 84,100 individuals, participated in over 1,700 community capacity meetings reaching more than 27,800 attendees, and delivered over 3,700 direct support activities to more than 7,680 individuals (PWS 9.1.3, bullets 1, 3, 5, 6, and 7).

Events (PWS 9.1.1, 9.1.3 bullet 4). Our MOS team has supported nearly 2,000 DoD-approved events (more than 1,500 with in-person support and more than 375,000 attendees, plus more than 350 with materials only and an estimated 67,000 attendees). Four event coordinators process requests, provide options to the Government, and ensure the approved level of support is delivered, with particular attention to minimizing travel costs. When in-person support is not a viable option,

Webinar/teleconference support or training is offered. A pool of some 65 Outreach Assistants supplements JFSAP event support. Event information is shared with the Government, and is directed to JFSAPs or call center staff to facilitate relationships and meet member needs. All event-related activities, from scheduling through post-event data documentation, are recorded in SharePoint.

Management and Communication. Three regional managers ensure JFSAP activities support the MOS mission. They achieve quality by establishing performance objectives, reviewing after-action reports and activity documentation, and conducting ongoing team training and individual coaching. Managers establish and mentor project teams to promote continuous improvement and use the JFSAPs' expertise. Cost control measures, including implementation of travel policies at least as strict as the Government's, trip cost estimate reviews, expense report monitoring, and technology to reduce travel (e.g., Webinar/teleconference) are consistently applied. Travel occurs as directed and approved by DoD.

We have open communication with Government points of contact through bi-weekly meetings with the regional managers. They provide information from the field, offer suggestions for service improvements, and discuss Government objectives and expectations to ensure the program achieves desired results. Action items are assigned to both regional managers and Government staff to ensure forward progress. Regional managers maintain relationships with State Family Program Directors to understand their goals for state JFSAP teams and promote continued collaborative relationships.

Subfactor IV: Strategic Outreach & Fulfillment

We have supported the development of a number of strategies and materials that are designed to raise program awareness and help Participants take better advantage of program services. These easily accessible resources enable Service personnel and their families to confront and manage their particular challenges. Under our current contract, VO has supported the development of strategic outreach materials and plans in accordance with **PWS 8.0**. For example, we have worked with MC&FP to update presentations used by providers and JFSAP staff. We work with program staff to identify areas for website promotion. We also provide educational materials to enhance and complement Participant services. We have already met most of the minimum requirements described in **PWS 8.1-8.1.8** and have no concerns about implementing new ones arising from use of the Government's new CMS.

Exceeding Requirements

Our MOS EAP Website and underlying EAP service support technology have been reviewed and approved for use by the government in 2011 & 2012, after demonstrating full compliance with the DIACAP and Section 508 requirements.

Benefit to the Government

Assurance that member data, privacy and confidentiality are protected as mandated by the PWS. The integrated design of the EAP website provides members with a consistent look, feel and experience that improves member satisfaction and drive increased utilization of EAP services.

PROVIDING EDUCATION, INFORMATIONAL AND REFERRAL INFORMATION (Sec. L, Factor 3 Subfactor IV). The complexity of the MOS Program requires extensive educational materials and referral resources to be available online, via telephone, and for distribution at conferences and events, such as Yellow Ribbon programs. Our award-winning repository of information addresses 200+ topic areas with articles, quizzes, trainings, calculators, re-location tools, provider search tools (child and adult care, schools, etc.), workbooks, audio files and videos. During the past year, we collaborated with the MC&FP Office of Strategic Communications on military-focused educational and promotional content for the MOS login website. This included articles, relocation tools, MC&FP newsletters and eNews, as well as links to a content library providing comprehensive information and practical recommendations for stress management, relationships, parenting, work/life balance, financial issues, life events, daily living skills, etc.) from the MC&FP Monthly Communications Calendar. We worked

with the Government to secure services, including the DoD MWR Resource Library, provider resources, and the H&R Block tax filing service, and to provide content promoting these and other MOS services.



Our professional content development staff works closely with the MC&FP Strategic Communications Office to support monthly themes and special circumstances (e.g., launch of tax service and other promotions, disaster support), to review, update and develop materials. Ideas are generated from Participant requests, monitoring of inquiry trends, and MOS staff within the program. We also work closely with MC&FP to develop an editorial calendar, updating or modifying plans as new issues or concerns arise. Materials developed for MOS are branded as directed by MC&FP (**PWS 8.1, 8.1.1**).

VO has demonstrated expertise and experience that supports and expands participant outreach through our rich library of EAP educational, referral and promotional materials by creating new content and developing informational materials such as books, CDs, podcasts, videos and games. For example, we envision further developing EAP content for women in the military, command leadership, deployment issues, and military families. We can also develop MOS-branded materials, such as handbooks, workbooks and tips sheets to distribute in response to a disaster or a special focus area (e.g., information we posted on the website in preparation for Hurricane Isaac) or a special focus area (e.g. our 2013 EAP initiative on resilience).

How Materials Are Developed (PWS 8.1.2). We have a rigorous process for development, acquisition, and review of information, ensuring that all content is accurate and current. Many articles are developed in collaboration with leading experts, and other authors are selected by area of expertise, credentials, and ability to communicate concepts clearly. Our editorial staff identifies authors, identifies peer reviewers for clinical topics, and edits the content to ensure it is easy to understand. Published clinical content is reviewed annually, non-clinical content is reviewed bi-annually and all features are reviewed prior to their appearance on the home page. We also maintain policies and procedures governing the evaluation and selection of public domain content such as articles and PDF documents from agencies such as the National Institutes of Health. We ensure content integrity by carefully assessing the source's reputation and reviewing timeliness, relevance and appropriateness.

We review all educational materials regularly to ensure all content is up-to-date and relevant (the timeframe depends on the materials: some require annual review while others are reviewed bi-annually). Source(s), author, posting and review dates are listed on all content so the reader can assess credibility. No materials are distributed without the prior approval of our MC&FP contacts (**PWS 8.1**). All materials are MOS-branded. We have closely collaborated with program staff at MC&FP and the COR to establish guidelines for ownership of materials.

Webinars (PWS 8.1.4) and Event Support (PWS 8.1.8). To supplement educational materials and online fulfillment, we work with the Strategic Communications Office to provide monthly Webinars. For some, we provide logistical support and speaker preparation meetings. For others we provide facilitation, recordings, activity and evaluation reports, as well as content and speakers. We have increased our Webinar capacity to accommodate up to 1,000 attendees. They are recorded and archived on the MOS website so that Participants and others unable to attend have the opportunity to view Webinars at their convenience. From January through September 2012, the VO MOS team hosted 50+ Webinars, attended by 3,443 individuals. Attendance at a single session ranged from 20 – 1,000. We will continue to provide up to 25 Webinars per month. MOS Event Coordinators work closely with Office of Counseling staff to provide events support. They provide staffing options and cost estimates for various levels of support. Government staff determines if the event will be supported by a JFSAP, OA contractor, other MOS staff, and/or Government-approved materials. Currently, Government staff

does not typically specify which materials or quantities are sent to each event. However, such instructions could be noted, along with the level of support approved, in the On-Demand system. If materials in excess of Government-specified allowable limits are requested, the request is forwarded to the Government for consideration.

Fulfillment. Materials are available for download from the MOS website and Participants may also order them via the toll-free phone number or the website for worldwide delivery (**PWS 8.1.5**). We store materials at our fulfillment warehouse, and ship them within 24 to 48 hours of order by the most cost-effective, tracked method of delivery (**PWS 8.1.7**). The entire MOS EAP website, including the fulfillment functionality, will conform to the look at feel of the MOS site and will be Section 508 and DIACAP compliant (**PWS 10.1.6**).

We replenish materials at the Government's direction. Our Fulfillment Coordinator works with the MC&FP point of contact to coordinate receipt and distribution of MOS materials (**PWS 8.1.3**). Fulfillment data is reported to the Government monthly. The warehousing, inventory management, and distribution include all materials as designated in Section J-39 and (**PWS 8.1.6**). Inventory is monitored closely. Our Fulfillment Coordinator provides real-time reports, including a Usage Report with twelve months of data, plus a Shipment Summary Report of all requests processed. All MOS materials are subject to review and approval by MC&FP program staff. We relied on efficient, cost-effective methods to ship more than 24,000 orders, containing 3.5 million units, within a 24-48 hour window. Our fulfillment web enhancements (addition of reference fields required by the Government, justification field, and client-driven customized specialty catalogs) provide insight and visibility to materials, locations, and events entered by the end user.

Exceeding Government Requirements
The ValueOptions MOS team hosted more than 50 Webinars between January and September 2012. A total of 3,443 MOS Participants attended the live events, while others opted to view them online at the MOS website.

Data communications with our fulfillment application on our DIACAP certified EAP website and the Government system are encrypted (**PWS 8.3.1**). Communications are transacted through a SOAP web service, and we provide an API for the Government to send fulfillment requests as specified in Sections J-24 and 39 and **PWS 8.2, 8.3.2**.

Electronic communications and data exchanges are protected using a minimum of 128-bit encryption technology. If desired, we will enhance the encryption key sequence to 256-bit for fulfillment-related transactions. We will collaborate with the Government on a monthly catalog file of all MOS materials so that the Government may include them in its online catalogs. The file will include inventory information on each item (e.g., the number in stock). We will also ensure that any client fulfillment requests resulting from Government online catalogs and ordering applications is processed efficiently (**PWS 8.2, 8.3.3 and 8.3.4**).

Subfactor V: Subcontracting Plan

Please see **Attachment 5** for our Subcontracting Plan and **Attachment 8** for copies of our Teaming Agreements.

VOLUME II PAST PERFORMANCE (FACTOR 4)	PAGE
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Key Personnel	1
Past Performance References	2
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 ATTACHMENTS	
1. Subcontractor Consent Letters	

Volume II. Past Performance (Factor 4)

ValueOptions' (VO) Team brings unparalleled experience in EAP and Work/Life call center, website and management services to the Military OneSource program (MOS). Our experience is founded on the past year as MOS Program Administrator, our many years of working with today's military personnel and families, as well as our understanding of the many issues they face each day. We also bring relevant experience managing complex DoD contracts, offering more than 20 years of experience with large federal programs. Our diverse team provides relevant past performance in each of the tasks described in RFP Section C, as well all other RFP requirements.

VO began providing EAP services in 1983. Today, we serve 32 million members across federal, commercial, health plan and public sector contracts.

VO is a trusted partner to the Government and leading companies, including:

- AT&T
- The Boeing Company
- Halliburton
- KBR
- Northrop Grumman Corporation
- United Airlines
- UPS

VO is a skilled, innovative EAP and Work/Life services provider. As the nation's largest privately held behavioral health and wellness company, we bring 30 years of relevant experience to the MOS program. The cornerstone of our success is our willingness to listen to our customers, create the programs they want, and continue to evolve as their needs change.

Ronald I. Dozoretz, M.D., a Navy psychiatrist, founded VO on the principles of sound clinical judgment and integrity. We are, first and foremost, a company committed to ensuring that those

entrusted to our care receive the best services possible. VO serves 32 million individuals in federal, commercial, health plan and public sector contracts. We have more than 3,100 employees operating in 39 service centers and business locations across the U.S.

Throughout our history, we have partnered with other organizations to enhance our service offerings. Four of our primary MOS subcontractor partners, each of which will perform a major aspect of the work described in the RFP, are:

(b) (4)

(b) (4)

We provide past performance references for each of these subcontractors below, as well as their authorization letters for release of that information, as **Attachment 1**. Neither VO nor any of these subcontractors have had contracts terminated for default, received show cause or cure notices, had a defective pricing or fraud action initiated by the Government, or had products accepted on a non-conforming basis.

Key Personnel. In addition to the significant experience of our MOS staff—our leadership team alone has a combined 200 plus years' experience serving the military and military programs, and working with Federal contracts—we also have staff throughout our organization who support the MOS program with their knowledge and insight. Among these individuals are Ronald Dozoretz, M.D. (Founder and Chairman of FHC Health Systems), Dr. Steve Scroggs, LTC Ret. (Vice President, Government Affairs & Development), Kerry Mooney (Executive Vice President and President, Federal Division), Rich Paul (Senior Vice President of Health & Performance Solutions), Elizabeth Thorpe (Vice President of Health & Performance Solutions Operations), Chuck Taylor (Vice President of Federal Division Sales), and Josephine Hargis (Vice President, Customer Service). Further details on each of these individuals can be found in **Volume IV. Administrative Information**.

Past Performance References

VO has selected three current contracts representing our comprehensive experience providing EAP and/or Work/Life services most similar in size and scope to our MOS contract. We have also included relevant past performance references for our four partners who will provide a critical component of the work described in the RFP. Our MOS Team’s experience is directly relevant to requirements of the PWS and supports our ability to meet them.

PAST PERFORMANCE REFERENCE INFORMATION

Information	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5	Reference 6	Reference 7
Company/ Division Name	(b) (4)						
Product/ Service							
Contracting Agency/ Customer							
Contract Number							
Contract Dollar Value							
Period of performance							
Verified, up-to-date name, address, fax and telephone number of the CO							
Compliance with contract							

Volume II Past Performance

Information	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5	Reference 6	Reference 7
terms and conditions:	(b) (4)						
Any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions:							

4.7 Project Summaries

PAST PERFORMANCE PROJECT SUMMARY NUMBER ONE: (b) (4)

4.7 Project Summary. (b) (4)

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

(b) (4)

4.7.2 Quality of Service and Improvement. (b) (4)

(b) (4)

4.7.3 Cost Control. (b) (4)

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

(b) (4)

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

(b) (4)

PAST PERFORMANCE PROJECT SUMMARY NUMBER TWO: (b) (4)

4.7 Project Summary. (b) (4)

(b) (4)

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

(b) (4)

4.7.2 Quality of Service and Improvement. (b) (4)

4.7.3 Cost Control. (b) (4)

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

(b) (4)

PAST PERFORMANCE PROJECT SUMMARY NUMBER THREE: (b) (4)

4.7 Project Summary. (b) (4)

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

(b) (4)

4.7.2 Quality of Service and Improvement. (b) (4)

4.7.3 Cost Control. (b) (4)

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

PAST PERFORMANCE PROJECT SUMMARY NUMBER FOUR: (b) (4)

(b) (4)

4.7 Project Summary. (b) (4)

(b) (4)

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

4.7.2 Quality of Service and Improvement. (b) (4)

(b) (4)

(b) (4)

4.7.3 Cost Control. (b) (4)

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

PAST PERFORMANCE PROJECT SUMMARY NUMBER FIVE: (b) (4)

4.7 Project Summary. (b) (4)

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

(b) (4)



(b) (4)



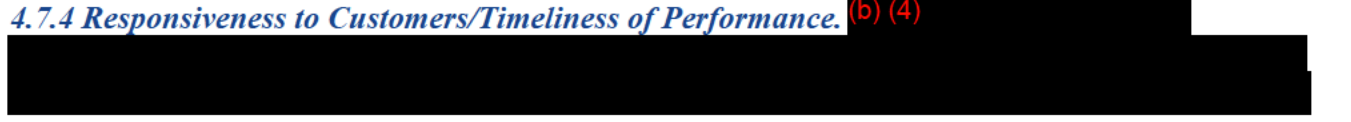
4.7.2 Quality of Service and Improvement. (b) (4)



4.7.3 Cost Control. (b) (4)



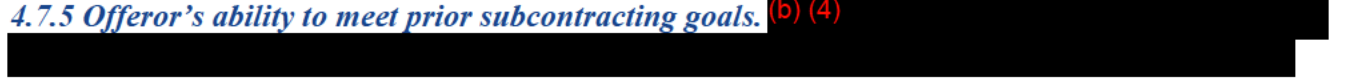
4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)



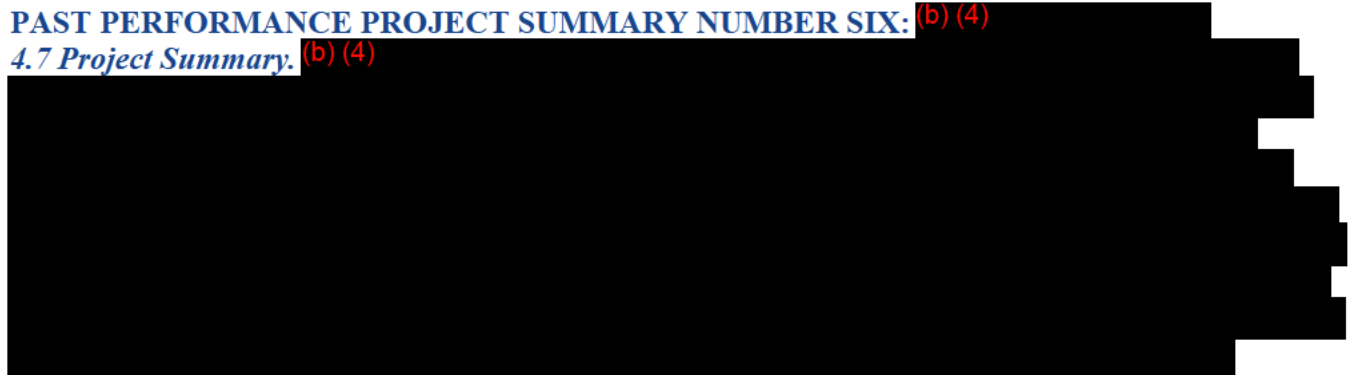
(b) (4)



4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)



PAST PERFORMANCE PROJECT SUMMARY NUMBER SIX: (b) (4)
4.7 Project Summary. (b) (4)



4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

[Redacted]

(b) (4)

[Redacted]

(b) (4)

[Redacted]

4.7.2 Quality of Service and Improvement. (b) (4)

[Redacted]

4.7.3 Cost Control. (b) (4)

[Redacted]

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

[Redacted]

(b) (4)

[Redacted]

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

(b) (4)

PAST PERFORMANCE PROJECT SUMMARY NUMBER SEVEN: (b) (4)

4.7 Project Summary. (b) (4)

[Redacted]

4.7.1 Effectiveness of Program Management/Program Oversight. (b) (4)

[Redacted]

4.7.2 Quality of Service and Improvement. (b) (4)

[Redacted]

4.7.3 Cost Control. (b) (4)

[Redacted]

4.7.4 Responsiveness to Customers/Timeliness of Performance. (b) (4)

[Redacted]

4.7.5 Offeror's ability to meet prior subcontracting goals. (b) (4)

[Redacted]