

AWARD / CONTRACT		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating DO-C9	Page 1	of Pages 44
Contract (Proc., Inst., Ident.) No H94002-04-D-0001		3. Effective Date Oct 20, 2003	4. Requisition / Purchase Request / Project No. See Schedule		
Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066 CYNTHIA DAHLSTROM K02 303 676-3516 cynthia.dahlstrom@tma.osd.mil		Code MDA906	5. Administered By (if other than item)		Code CMB
		TRICARE MANAGEMENT ACTIVITY/CMB 16401 E. CENTERTECH PKWY AURORA, CO 80011-9066			

7. Name and address of Contractor (No., Street, City, state and Zip Code) MAXIMUS, INC. 11419 SUNSET HILLS ROAD RESTON VA 20190-5207		Vendor ID: 00003671 DUNS: 082347477 CEC: Cage Code: 7N773 TIN: 541000588	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
		9. Discount for prompt payment Net 30	
		10. SUBMIT INVOICES Item (4 copies unless otherwise specified) Address shown in:	

Code	Facility Code	11. Ship To / Mark For DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	Code ZD06	12. Payment will be made by DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	Code PAYOFF
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13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()	14. Accounting and Appropriation Data 9704040130.1889.102000 (subject to availability of FY04 funds)
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15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
CONTINUED ON NEXT PAGE					

15G. TOTAL AMOUNT OF CONTRACT	\$	24,901,834.61
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16. Table of Contents							
(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract	1-1	X	I	Contracts Clauses	35-43
X	B	Supplies or Services and Prices/Cost	2-10	Part III - List of Documents, Exhibits and other attach.			
X	C	Description/Specs/Work Statement	11-19	X	J	List of Attachments	44-44
X	D	Packaging and Marking	20-20	Part IV - Representations and Instructions			
X	E	Inspection and Acceptance	21-21	K	Representations, Certifications and other statements of Offerors		
X	F	Deliveries or Performance	22-25	L	Instrs., Conds. and Notices to Offerors		
X	G	Contract Administration Data	26-28	M	Evaluation factors for Award		
X	H	Special Contract Requirements	29-34				

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number MDA906-03-R-0004 including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. Name and Title of Signer (Type or Print)		20A. Name of Contracting Officer THOMAS C. FULLER 303 676-3722 thomas.fuller@tma.osd.mil	
Name of Contractor	19C. Date Signed	20B. United States of America By <i>Thomas C Fuller</i> (Signature of Contracting Officer)	20C. Date Signed 20 Oct 03
(Signature of person authorized to sign)			

AWARD / CONTRACT		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating DO-C9	Page 1	of Pages 44
2. Contract (Proc., Inst., Ident.) No. H9400204D0001		3. Effective Date Oct 20, 2003	4. Requisition / Purchase Request / Project No. See Schedule		
5. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066 CYNTHIA DAHLSTROM K02 303 676-3516 cynthia.dahlstrom@tma.osd.mil		Code MDA906	6. Administered By (if other than item)		Code CMB
DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CMB 16401 E. CENTERTECH PKWY AURORA, CO 80011-9066					

7. Name and address of Contractor (No., Street, City, state and Zip Code) MAXIMUS, INC. 11419 SUNSET HILLS ROAD RESTON VA 20190-5207		Vendor ID: 00003671 DUNS: 082347477 CEC: Cage Code: 7N773 TIN: 541000588	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
		9. Discount for prompt payment Net 30	
		10. SUBMIT INVOICES Item (4 copies unless otherwise specified) Address shown in:	

11. Ship To / Mark For DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code ZD06	12. Payment will be made by DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code PAYOFF
3. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()			14. Accounting and Appropriation Data		

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
CONTINUED ON NEXT PAGE					

15G. TOTAL AMOUNT OF CONTRACT \$ 23,669,317.93

x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
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X	D	Packaging and Marking	20-20	Part IV - Representations and Instructions			
X	E	Inspection and Acceptance	21-21	K	Representations, Certifications and other statements of Offerors		
X	F	Deliveries or Performance	22-25	L	Instrs., Conds, and Notices to Offerors		
X	G	Contract Administration Data	26-28	M	Evaluation factors for Award		
X	H	Special Contract Requirements	29-34				

Contracting Officer will complete item 17 or 18 as applicable

7. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or Print)		20A. Name of Contracting Officer THOMAS C. FULLER 303 676-3722 thomas.fuller@tma.osd.mil	
19B. Name of Contractor	19C. Date Signed	20B. United States of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	BASE PERIOD (October 20, 2003 through April 30, 2004)				
001	TRANSITION-IN	1	LT	835,657.72	835,657.72
002	SECURITY				
002AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	1	LT	196,296.06	196,296.06
002AB	PHYSICAL SECURITY	1	LT	103,903.29	103,903.29
002AC	PERSONNEL SECURITY	1	LT	27,734.40	27,734.40
	OPTION PERIOD 1 (1 May 2004 through 30 April 2005) All quantities are estimated; unit price shall be applicable to all quantities, whether higher or lower than estimated.				
001	MENTAL HEALTH CASE REVIEWS	5000	CS	0.00	0.00
002	MEDICAL/SURGICAL CASE REVIEWS	12000	CS	178.72	2,144,640.00
003	CASE REVIEWS				
003AA	INTERNAL REVIEW	5	CS	279.58	1,397.90
003AB	URGENT EXTERNAL REVIEW	10	CS	445.92	4,459.20
003AC	ROUTINE EXTERNAL REVIEW	150	CS	351.30	52,695.00
004	FOCUSED STUDIES	100	HR	121.49	12,149.00
005	MTF MALPRACTICE REVIEWS	300	EA	635.59	190,677.00
006	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES	450	CS	351.39	158,125.50
007	MENTAL HEALTH FACILITY				
007AA	MENTAL HEALTH FACILITY CERTIFICATION REVIEWS	50	EA	2,645.56	132,278.00
007AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA	25,292.42	404,678.72
008	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES REVIEWS	10	EA	6,507.39	65,073.90
009	REPORTS				
009AA	MONTHLY REPORTS	12	EA	1,825.22	21,902.64
009AB	MONTHLY FACILITIES LISTING REPORTS	12	EA	NSP	NSP
009AC	QUARTERLY CONTRACTOR PERFORMANCE REPORTS	4	EA	12,559.21	50,236.84

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
009AD	QUARTERLY IQMP REPORTS	4	EA	NSP	NSP
009AE	SEMI-ANNUAL REPORTS	2	EA	36,227.18	72,454.36
009AF	CQMP REPORT	1	EA	78,849.87	78,849.87
010	CONTRACTING OFFICER DIRECTED TRAVEL			NTE 50,000.00	NTE 50,000.00
011	WITNESS APPEARANCE			NTE 25,000.00	NTE 25,000.00
012	PHASE-OUT	1	LT	5,363.60	5,363.60
013	SECURITY				
013AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	12	MO	9,159.05	109,908.60
013AB	PHYSICAL SECURITY	12	MO	3,220.70	38,648.40
013AC	PERSONNEL SECURITY	12	MO	2,318.53	27,822.36
	OPTION PERIOD 2 (1 May 2005 through 30 April 2006) All quantities are estimated; unit price shall be applicable to all quantities, whether higher or lower than estimated.				
001	MENTAL HEALTH CASE REVIEWS	5000	CS	185.30	926,500.00
002	MEDICAL/SURGICAL CASE REVIEWS	12000	CS	182.20	2,186,400.00
003	CASE REVIEWS				
003AA	INTERNAL REVIEW	5	CS	285.01	1,425.05
003AB	URGENT EXTERNAL REVIEW	10	CS	455.17	4,551.70
003AC	ROUTINE EXTERNAL REVIEW	150	CS	357.66	53,649.00
004	FOCUSED STUDIES	100	HR	123.85	12,385.00
005	MTF MALPRACTICE REVIEWS	300	EA	647.31	194,193.00
006	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES	450	EA	357.74	160,983.00
007	MENTAL HEALTH FACILITY				
007AA	MENTAL HEALTH FACILITY CERTIFICATION REVIEWS	50	EA	2,693.93	134,696.50
007AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA	25,781.86	412,509.76
008	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS, PROCEDURES AND REVIEWS	10	EA	6,621.62	66,216.20

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
009	REPORTS				
009AA	MONTHLY REPORTS	12	EA	1,860.75	22,329.00
009AB	MONTHLY FACILITIES LISTING REPORTS	12	EA	NSP	NSP
009AC	QUARTERLY CONTRACTOR PERFORMANCE REPORTS	4	EA	12,803.63	51,214.52
009AD	QUARTERLY IQMP REPORTS	4	EA	NSP	NSP
009AE	SEMI-ANNUAL REPORTS	2	EA	36,932.29	73,864.58
009AF	CQMP REPORT	1	EA	80,384.58	80,384.58
010	CONTRACTING OFFICER DIRECTED TRAVEL			NTE 50,000.00	NTE 50,000.00
011	WITNESS APPEARANCE			NTE 25,000.00	NTE 25,000.00
012	PHASE-OUT	1	LT	5,448.95	5,448.95
013	SECURITY				
013AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	12	MO	9,502.34	114,028.08
013AB	PHYSICAL SECURITY	12	MO	3,374.07	40,488.84
013AC	PERSONNEL SECURITY	12	MO	2,428.94	29,147.28
	<u>OPTION PERIOD 3</u> (1 May 2006 through 30 April 2007) All quantities are estimated; unit price shall be applicable to all quantities, whether higher or lower than estimated.				
001	MENTAL HEALTH CASE REVIEWS	5000	CS	189.01	945,050.00
002	MEDICAL/SURGICAL CASE REVIEWS	12000	CS	185.85	2,230,200.00
003	CASE REVIEWS				
003AA	INTERNAL REVIEW	5	CS	290.73	1,453.65
003AB	URGENT EXTERNAL REVIEW	10	CS	464.29	4,642.90
003AC	ROUTINE EXTERNAL REVIEW	150	CS	365.07	54,760.50
004	FOCUSED STUDIES	100	NA	126.33	12,633.00
005	MTF MALPRACTICE REVIEWS	300	EA	660.05	198,015.00
006	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES	450	CS	365.00	164,250.00
007	MENTAL HEALTH FACILITY				

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
007AA	MENTAL HEALTH FACILITY CERTIFICATION REVIEWS	50	EA	2,748.23	137,411.50
007AB	MENTAL HEALTH FACILITIES ON-SITE REVIEWS	16	EA	26,298.19	420,771.04
008	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES REVIEWS	10	EA	6,754.62	67,546.20
009	REPORTS				
009AA	MONTHLY REPORTS	12	EA	1,898.03	22,776.36
009AB	MONTHLY FACILITIES LISTING REPORTS	12	EA	NSP	NSP
009AC	QUARTERLY CONTRACTOR PERFORMANCE REPORTS	4	EA	13,060.14	52,240.56
009AD	QUARTERLY IQMP REPORTS	4	EA	NSP	NSP
009AE	SEMI-ANNUAL REPORTS	2	EA	37,672.16	75,344.32
009AF	CQMP REPORT	1	EA	81,995.01	81,995.01
010	CONTRACTING OFFICER DIRECTED TRAVEL			NTE 50,000.00	NTE 50,000.00
011	WITNESS APPEARANCE			NTE 25,000.00	NTE 25,000.00
012	PHASE-OUT	1	LT	5,557.66	5,557.66
013	SECURITY				
013AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	12	MO	17,388.31	208,659.72
013AB	PHYSICAL SECURITY	12	MO	3,527.43	42,329.16
013AC	PERSONNEL SECURITY	12	MO	2,539.34	30,472.08
OPTION PERIOD 4					
(1 May 2007 through 30 April 2008)					
All quantities are estimated; unit price shall be applicable to all quantities, whether higher or lower than estimated.					
001	MENTAL HEALTH CASE REVIEWS	5000	CS	192.86	964,300.00
002	MEDICAL/SURGICAL CASE REVIEWS	12000	CS	189.64	2,275,680.00
003	CASE REVIEWS				
003AA	INTERNAL REVIEW	5	CS	296.67	1,483.35
003AB	URGENT EXTERNAL REVIEW	10	CS	470.10	4,701.00

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1003AC	ROUTINE EXTERNAL REVIEW	150	CS	373.01	55,951.50
1004	FOCUSED STUDIES	100	HR	128.91	12,891.00
1005	MTF MALPRACTICE REVIEWS	300	EA	674.37	202,311.00
1006	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES	450	CS	372.93	167,818.50
1007	MENTAL HEALTH FACILITY				
1007AA	MENTAL HEALTH FACILITY CERTIFICATION REVIEWS	50	EA	2,807.78	140,389.00
1007AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA	26,839.83	429,437.28
1008	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS, PROCEDURES AND REVIEWS				
1009	REPORTS				
1009AA	MONTHLY REPORTS	12	EA	1,936.77	23,241.24
1009AB	MONTHLY FACILITIES LISTING REPORTS	12	EA	NSP	NSP
1009AC	QUARTERLY CONTRACTOR PERFORMANCE REPORTS	4	EA	13,326.69	53,306.76
1009AD	QUARTERLY IQMP REPORTS	4	EA	NSP	NSP
1009AE	SEMI-ANNUAL REPORTS	2	EA	38,441.02	76,882.04
1009AF	CQMP REPORT	1	EA	83,668.41	83,668.41
010	CONTRACTING OFFICER DIRECTED TRAVEL			NTE 50,000.00	NTE 50,000.00
011	WITNESS APPEARANCE			NTE 25,000.00	NTE 25,000.00
012	PHASE-OUT	1	LT	5,631.67	5,631.67
013	SECURITY				
013AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	12	MO	10,192.99	122,315.88
013AB	PHYSICAL SECURITY	12	MO	3,680.80	44,169.60
013AC	PERSONNEL SECURITY	12	MO	2,649.75	31,797.00
	OPTION PERIOD 5 (1 May 2008 through 30 April 2009) All quantities are estimated; unit price shall be applicable to all quantities, whether higher or lower than estimated.				

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5001	MENTAL HEALTH CASE REVIEWS	5000	CS	196.81	984,050.00
5002	MEDICAL/SURGICAL CASE REVIEWS	12000	CS	193.52	2,322,240.00
5003	CASE REVIEWS				
5003AA	INTERNAL REVIEW	5	CS	302.74	1,513.70
5003AB	URGENT EXTERNAL REVIEW	10	CS	479.73	4,797.30
5003AC	ROUTINE EXTERNAL REVIEW	150	CS	380.64	57,096.00
5004	FOCUSED STUDIES	100	HR	131.55	13,155.00
5005	MTF MALPRACTICE REVIEWS	300	EA	688.92	206,676.00
5006	MEDICAL NECESSITY (RECONSIDERATION) APPEAL CASES	450	CS	380.90	171,405.00
5007	MENTAL HEALTH FACILITY				
5007AA	MENTAL HEALTH FACILITY CERTIFICATION REVIEWS	50	EA	2,867.98	143,399.00
5007AB	MENTAL HEALTH FACILITY ON-SITE REVIEWS	16	EA	27,393.98	438,303.68
5008	EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS AND PROCEDURES REVIEWS	10	EA	7,055.85	70,558.50
5009	REPORTS				
5009AA	MONTHLY REPORTS	12	EA	1,976.39	23,716.68
5009AB	MONTHLY FACILITIES LISTING REPORTS	12	EA	NSP	NSP
5009AC	QUARTERLY CONTRACTOR PERFORMANCE REPORTS	4	EA	13,599.27	54,397.08
5009AD	QUARTERLY IQMP REPORTS	4	EA	NSP	NSP
5009AE	SEMI-ANNUAL REPORTS	2	EA	39,227.35	78,454.70
5009AF	CQMP REPORT	1	EA	85,379.82	85,379.82
5010	CONTRACTING OFFICER DIRECTED TRAVEL			NTE 50,000.00	NTE 50,000.00
5011	WITNESS APPEARANCE			NTE 25,000.00	NTE 25,000.00
5012	PHASE-OUT	1	LT	5,827.62	5,827.62
5013	SECURITY				
5013AA	INFORMATION SYSTEM CERTIFICATION AND ACCREDITATION	12	MO	10,540.40	126,484.80

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5013AB	PHYSICAL SECURITY	12	MO	3,834.17	46,010.04
5013AC	PERSONNEL SECURITY	12	MO	2,760.15	33,121.80

NOTE:

The contractor's subcontracting plan is incorporated in Section J, Attachment J-19

3-2. CLIN DESCRIPTIONS

a. CLIN 0001, Transition-In, consists of all activities necessary to initiate the contract and comply with the requirements outlined in Section C. Travel for the required post-award meeting will be included in this CLIN.

b. CLIN 0002, Security.

(1) SubCLIN 0002AA, Information Security Certification and Accreditation, consists of all activities necessary to satisfy the Defense Information Technology Security Certification and Accreditation Process (DITSCAP) requirements specified in Section C during the Transition-In period.

(2) SubCLIN 0002AB, Physical Security, consists of all activities necessary to satisfy the Information Systems (IS)/Networks Physical Security requirements specified in Section C during the Transition-In period.

(3) SubCLIN 0002AC, Personnel Security, consists of all activities necessary to satisfy the Information Systems (IS)/Networks Personnel Security requirements specified in Section C during the Transition-In period.

c. CLINs 1001, 2001, 3001, 4001, and 5001, Mental Health Case Reviews, consists of a medical record review associated with a patient receiving care for a mental health disorder. These reviews may include care given at all levels.

d. CLINs 1002, 2002, 3002, 4002, and 5002, Medical/Surgical Case Reviews, consists of a medical record review associated with a patient receiving care for a medical or surgical condition. These reviews may include care given at all levels.

e. CLINs 1003, 2003, 3003, 4003, and 5003 are Case Reviews.

(1) SubCLINs 1003AA, 2003AA, 3003AA, 4003AA, and 5003AA, Internal Review, consists of case review in a conference setting, by telephone or videoconferencing, to obtain responses to government questions.

(2) SubCLINs 1003AB, 2003AB, 3003AB, 4003AB, and 5003AB, Urgent External Review, consists of a case that is submitted to the NQMC for review, and must be completed within 10 calendar days.

(3) SubCLINs 1003AC, 2003AC, 3003AC, 4003AC, and 5003AC, Routine External Review, consists of a case that is submitted to the NQMC for review, and must be completed within 21 calendar days.

f. CLINs 1004, 2004, 3004, 4004, and 5004, Focused Study Reviews, are the review of selected special studies identified by the Government. This includes the associated report.

g. CLINs 1005, 2005, 3005, 4005, and 5005, MTF Malpractice Reviews, are an external review of Military Treatment Facility (MTF) malpractice cases. This includes the associated report.

h. CLINs 1006, 2006, 3006, 4006, and 5006, Medical Necessity (Reconsideration) Appeal Cases, are appeals submitted by beneficiaries and providers. Written medical necessity determinations are included in this CLIN.

i. CLINs 1007, 2007, 3007, 4007, and 5007, Mental Health Facilities.

(1) SubCLINs 1007AA, 2007AA, 3007AA, 4007AA, and 5007AA, Mental Health Facility Certification Reviews, are comprised of reviews of Residential Treatment Centers (RTCs), Substance Use Disorder Rehabilitation Facilities (SUDRFs), and Psychiatric Partial Hospital Programs (PHPs), to determine compliance with TRICARE requirements.

(2) SubCLINs 1007AB, 2007AB, 3007AB, 4007AB, and 5007AB, Mental Health Facility On-site Reviews, are reviews conducted at the Mental Health Facilities, and includes the associated reports.

j. CLINs 1008, 2008, 3008, 4008, and 5008, Evolving Practices, Devices, Medicines, Treatments, and Procedures, the review of MCSC recommendations for practices, devices, medicines, treatments, and procedures that have moved from unproven to proven.

k. CLINs 1009, 2009, 3009, 4009, and 5009 are Reports Requirements for these reports are in sections C and F.

- (1) SubCLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA, are Monthly Reports to TMA.
 - (2) SubCLINs 1009AB, 2009AB, 3009AB, 4009AB, and 5009AB, are Monthly Facility Listing Reports to TMA.
 - (3) SubCLINs 1009AC, 2009AC, 3009AC, 4009AC, and 5009AC, Quarterly Contractor Performance Reports.
 - (4) SubCLINs 1009AD, 2009AD, 3009AD, 4009AD, and 5009AD, Quarterly Internal Quality Management Program (IQMP) Reports.
 - (5) SubCLINs 1009AE, 2009AE, 3009AE, 4009AE, and 5009AE, Semi-annual Reports.
 - (6) SubCLINs 1009AF, 2009AF, 3009AF, 4009AF, and 5009AF, CQMP Report.
10. CLINs 1010, 2010, 3010, 4010, and 5010, Contracting Officer Directed Travel, represent the daily per diem amount, and associated travel expenses (air fare, rental vehicle expense, lodging, etc.) that are associated with travel in performance of contract work as directed by the Contracting Officer, and are a not to exceed amount of \$50,000.00 during a contract option period. Associated travel expenses and per diem shall be reimbursed in accordance with the Government's Joint Travel Regulations (see <http://www.dtic.mil/perdiem/>).
11. CLINs 1011, 2011, 3011, 4011, and 5011, Witness Appearance Services may be requested by TMA. The initial price for each required appearance shall be negotiated before issuance of an order and the services performed. The total amount of orders issued against this CLIN during any single period (base or option period) of contract performance shall not exceed the amount of \$25,000.00. Associated travel expenses and per diem will be reimbursed in accordance with the Contracting Officer's Directed Travel CLIN.
12. CLINs 1012, 2012, 3012, 4012, and 5012, Phase-Out, represent the efforts to perform the Phase-Out tasks detailed in Section C.
13. CLINs 1013, 2013, 3013, 4013, and 5013, Security.
- (1) SubCLIN 1013AA, 2013AA, 3013AA, 4013AA, and 5013AA, Information Security Certification and Accreditation, is to perform the Defense Information Technology Security Certification and Accreditation Process (DITSCAP) requirements specified in Section C.
 - (2) SubCLIN 1013AB, 2013AB, 3013AB, 4013AB, and 5013AB, Physical Security, is to perform the Information Systems (IS)/Networks Physical Security requirements specified in Section C.
 - (3) SubCLIN 1013AC, 2013AC, 3013AC, 4013AC, and 5013AC, Personnel Security, is to perform the Information Systems (IS)/Networks Personnel Security requirements specified in Section C.

(End of Section)

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C-1. GENERAL

C-1.1. Scope. The purpose of this contract is to assist Health Affairs, TRICARE Management Activity (TMA), the Market Managers, and the new TRICARE Regional Offices by providing the Government with an independent, impartial evaluation of the care provided to Military Health System (MHS) beneficiaries. The National Quality Monitoring Contractor (NQMC) shall review care provided by the Designated Providers (DP) under the Uniformed Services Family Health Plan (USFHP), the seven current Managed Care Support Contracts (MCSCs), and the TRICARE Next Generation (T-NEX) MCSCs. (Maps showing the current and T-NEX MCSC contract areas are provided at Section J, Attachment J-1.) The NQMC is part of TRICARE's Quality and Utilization Review Peer Review Organization Program, in accordance with 32 CFR 199.15. Additionally, the NQMC may need to review records from other TRICARE contractors (e.g., TRICARE Dual Eligible Fiscal Intermediary Contract (TDEFIC), TRICARE Retail Pharmacy Contract (TRRx)) on a limited basis.

C-1.2. Objectives. The Objectives under this contract are:

C-1.2.1. To provide an independent, impartial evaluation of the healthcare provided to the MHS beneficiaries.

C-1.2.2. To evaluate "best value health care" as defined in the TRICARE Operations Manual.

C-1.2.3. To measure and report the quality of health care services and provide:

- tools for making informed decisions
- insight for targeting quality improvement activities
- information that allows for external comparisons of the health care regions
- information that promotes medical care that is consistent with clinical guidelines.

C-1.2.4. To measure, evaluate, and identify superior quality health care services and recommend means to transfer successes.

C-1.2.5. To provide comprehensive and timely reviews that are consistent with all TRICARE requirements, reflecting high quality work for all work assigned, including mental health facility certification, peer reviews for TMA, reconsideration reviews, and Standard of Care determinations for Military Treatment Facility (MTF) malpractice cases.

C-2. DOCUMENTS

C-2.1. Authoritative guidance is found in the following documents, and guide the performance of this contract.

C-2.1.1. TRICARE provisions under the current MCSCs:

Title 10, United States Code, Chapter 55
32 Code of Federal Regulations, Part 199
TRICARE MCSC Operations Manual (OPM) 6010.49-M
TRICARE Policy Manual (TPM) 6010.47-M
TRICARE Reimbursement Manual (TRM) 6010.53-M
TRICARE Automated Data Processing and Reporting (ADP) Manual 6010.50-M

C-2.1.2. TRICARE provisions under the T-NEX MCSCs:

Title 10, United States Code, Chapter 55
32 Code of Federal Regulations, Part 199
TRICARE Operations Manual (TOM) 6010.51-M
TRICARE Policy Manual (TPM) 6010.54-M
TRICARE Reimbursement Manual (TRM) 6010.55-M
TRICARE Systems Manual (TSM) 7950.1-M

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C-2.1.3. The TRICARE manuals and Code of Federal Regulations (CFR) are located on the NQMC website, accessible at:
<http://www.tricare.osd.mil/contracting/healthcare/solicitations/index.cfm>

C-3. DEFINITIONS AND ACRONYMS

Definitions are listed in the TRICARE Operations Manual, Appendix A. Acronyms are found in Attachment J-18, Section J.

C-4. GOVERNMENT FURNISHED PROPERTY AND SERVICES

The NQMC will be provided medical records for the performance of this contract.

C-5. CONTRACTOR FURNISHED ITEMS

The NQMC furnishes all necessary labor, materials, facilities, and equipment for the satisfactory performance of this contract.

C-6. TECHNICAL REQUIREMENTS

C-6.1. GENERAL. The NQMC shall establish and maintain sufficient and appropriate management, staff, management support services, resources and facilities necessary to achieve and maintain compliance with the requirements of this contract.

C-6.1.1. The NQMC shall have available to it the services of a sufficient number of actively practicing, board certified, licensed doctors of medicine and osteopathy to assure adequate review of the services provided by the various medical specialties and subspecialties, as identified by the American Board of Medical Specialties or the Bureau of Osteopathic Specialists. Active practice means practicing, on a routine basis, a minimum of 20 hours per week.

C-6.1.2. The NQMC shall have procedures for ensuring availability of actively practicing non-physician reviewers of the provider types set forth in 32 CFR 199.6.

C-6.1.3. The NQMC shall have procedures and policies in place that shall ensure independent and objective reviews.

C-6.2. MANAGEMENT.

C-6.2.1. Staffing. The NQMC shall assure that all staff are qualified by education, training, and experience.

C-6.2.2. Reviewers. The NQMC shall document its review and verification of the credentials, and maintain current and accurate records, for all reviewers under this contract. The NQMC shall conduct the credential verification process when the reviewer is first considered for employment or contract, and every 3 years after the individual has assumed reviewer responsibilities. The NQMC credentialing shall include: verification of education, unrestricted license in state of practice, no disciplinary history (State, Medicare, and the National Practitioner Data Bank), Board certification (or equivalent for non-physicians), valid Drug Enforcement Agency certificate, five-years practice history (all gaps greater than three months explained), reference verifications, and primary source verification via American Medical Association or direct inquiry to source. It shall be the NQMC's responsibility to ensure that all staff maintains the required qualifications and certifications while performing under this contract.

C-6.2.3. Quality Management. The NQMC shall establish and continuously operate an Internal Quality Management Program (IQMP) covering every aspect of the NQMC's operation to ensure control, accuracy, and timeliness. The NQMC shall obtain project specific ISO 9001-2000 registration for their quality management

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system. The NQMC shall assess its compliance with qualitative and quantitative standards, identify problems, and identify corrective actions planned or to be initiated.

C-6.2.3.1. The NQMC shall comply with the Staff Training Program (Part 5.0) and the Internal Audits and Management Control Programs (Part 6.0) of the OPM and TOM, Chapter 1, Section 4.

C-6.2.3.2. The NQMC shall conduct monthly inter-rater reliability reviews for first level nurse reviewers based upon a 10 percent random samples of cases completed. For physician and other peer reviewers, the NQMC shall conduct inter-rater reliability reviews on an annualized basis of three reviews or 5 percent, whichever is greater.

C-6.2.4. Records Management. The NQMC shall comply with records management provisions of 36 CFR 1222.48 and Chapter 2 of the OPM and TOM. The NQMC shall identify its Records Manager to the Contracting Officer within ten calendar days after award. Following contract award, the NQMC shall schedule its Records Manager to attend the next available TMA records management class presented annually in Denver, Colorado. This is a five-day course. The Records Manager will be required to attend the course annually thereafter.

C-6.2.5. Records Security and Confidentiality. The NQMC shall operate systems of records in support of the Department of Defense (DoD) Military Health System which requires obtaining, maintaining, and using sensitive and personal information strictly in accordance with controlling laws, regulations, DoD policy, and contract requirements.

C-6.2.5.1. In addition to the security requirements for contractor information systems/networks under Section C below, the NQMC shall also operate the system of records strictly in accordance with controlling laws, regulations, and DoD policy on confidentiality and privacy of individually identifiable information as referenced in Attachment J-17, Section J. The NQMC shall also provide and document necessary and appropriate training of all workforce members (e.g., all employees, volunteers, trainees, and other persons who conduct and perform work for the contractor) in the proper handling and safeguarding of this information. Sensitive personal information must be protected, in terms of privacy and security during use, transmission, storage, destruction, and handling. The NQMC agrees to all provisions of the Business Associate terms of this contract (see Sections H.9 and H.10 and Attachment J-12, Section J.)

C-6.3. Information Technology. All NQMC information systems/networks involved in the operation of systems of records in support of the DoD Military Health System requires obtaining, maintaining, and using sensitive and personal information strictly in accordance with controlling laws, regulations, and DoD policy.

C-6.3.1. The NQMC's information systems/networks involved in the operation of DoD systems of records shall be safeguarded through the use of a mixture of administrative, procedural, physical, communications, emanations, computer and personnel security measures that together achieve the same requisite level of security established for DoD information systems/networks for the protection of information referred to as "Sensitive Information" (SI) and/or "Controlled Unclassified Information." The NQMC shall provide a level of trust which encompasses trustworthiness of systems/networks, people and buildings that ensure the effective safeguarding of SI against unauthorized modification, disclosure, destruction and denial of service.

C-6.3.2. The NQMC, as a business associate of TRICARE under the terms of the contract (see Sections H.9 and H.10, and Attachments J-12 and J-17 in Section J.), shall also be compliant with the Health Insurance Portability and Accountability Act (HIPAA) as implemented by the Department of Health and Human Services (DHHS) final rule on Health Insurance Reform: Security Standards (45 Code of Federal Regulations Parts 160, 162, and 164), effective April 21, 2003. Although the compliance date established by the DHHS final rule is April 21,

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2005, the NQMC shall be in compliance with the requirements of the final rule at the start-work date of this contract.

C-6.3.3. Information System (IS)/Networks Certification and Accreditation. The NQMC IS/networks shall comply with the Certification and Accreditation (C&A) process established under the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) for safeguarding SI accessed, maintained and used in the operation of systems of records under this contract. (Certification and Accreditation (C&A) process: The C&A process ensures that the trust requirement is met for systems and networks. Certification is the determination of the appropriate level of protection required for information systems/networks. Certification also includes a comprehensive evaluation of the technical and non-technical security features and countermeasures required for each system/network. Accreditation is the formal approval by the Government to operate the NQMC's IS/networks in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows IS/networks to operate within the given operational environment with stated interconnections; and with appropriate level-of-protection for the specified period. The C&A requirements apply to all DoD IS/networks and NQMC IS/networks that access, manage, store, or manipulate electronic SI data.)

C-6.3.4. The DITSCAP is the standardized approach to the C&A process within DoD. Each IS/network that undergoes DITSCAP must have required security controls in place, must have documented the security components and operation of the IS/network and must successfully complete testing of the required security controls. The NQMC shall ensure DITSCAP documentation is available for review and is accurate. Each IS/network must also comply with the requirements for Information Assurance Vulnerability Management (IAVM) to ensure that the security posture is maintained. Guidance regarding the requirement for IAVM is contained in the DoD Information Assurance Vulnerability Alert (IAVA), 30 December 1999 (Section J, Attachment 14) while implementation is addressed in the "DISA IAVA Process Handbook, Version 2.1, 11 June 2002" (Section J, Attachment 15).

C-6.3.5. The NQMC shall execute the DITSCAP process by providing, for receipt by the Contracting Officer within 30 days following contract award, the required documentation necessary to receive an Interim Approval to Operate (IATO), and making their IS/networks available for testing. The NQMC shall be required to mitigate the vulnerabilities identified for correction during the risk assessment process. These requirements shall be met before interconnecting with any DoD information system or the network is authorized for use in obtaining, maintaining, and using sensitive and personal information. The Military Health System (MHS) DITSCAP Checklist (Section J, Attachment 16) is provided for assistance regarding meeting the DITSCAP requirements. Reference material and DITSCAP tools can be obtained at http://www.tricare.osd.mil/tmis_new/ia.htm

C-6.3.6. Information Systems (IS)/Networks Physical Security. The NQMC shall employ physical security safeguards for IS/Networks involved in the operation of its systems of records to prevent the unauthorized access, disclosure, modification, destruction, use, etc., of sensitive information (SI) and to otherwise protect the confidentiality and ensure the authorized use of sensitive information (SI). In addition, the NQMC shall support a Physical Security Audit performed by the Government of its internal information management infrastructure using the criteria from the Physical Security Audit Matrix (Section J, Attachment 13). The NQMC shall correct any deficiencies identified by the Government of its physical security posture.

C-6.3.7. Information Systems (IS)/Networks Personnel Security. The NQMC shall achieve the same level of trustworthiness of personnel who have access to IS/Networks involved in the operation of its systems of records as required for Government personnel requiring similar access to DoD information technology systems and networks containing sensitive information (SI) (See Appendix 6, DoD 5200.2-R, June 2002 (draft) Positions Requiring Access to DoD Information

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Technology (IT) Systems and Networks, found on the TRICARE web site at http://www.tricare.osd.mil/tmis_new/ia.htm). To ensure the trustworthiness of personnel with access to DoD systems/data the NQMC will classify Information Technology (IT) or related positions, submit appropriate paperwork for background investigations, ensure that the NQMC's employees receive requisite training, and document compliance. Personnel background investigations and training of NQMC employees must be initiated before access to DoD IS/networks or DoD SI is allowed for operation of NQMC IS/networks. The website listed above will provide additional guidance to support this effort. All NQMC employees with access to SI that is maintained in NQMC owned and operated IT systems that have no interconnection (including data feeds) with Government IT systems or networks, shall complete the appropriate background check for IT-III level personnel comparable to that described in the referenced Appendix 6 to DoD 5200.2-R unless the NQMC proposes, and the Contracting Officer approves, other alternative safeguards appropriate to mitigate the risks associated with the loss/misuse or unauthorized access to or modification of the SI.

C-6.3.8. The NQMC shall provide TMA with on-line access to the case tracking database.

C-6.4. RETROSPECTIVE REVIEWS ON TMA-SELECTED CASES. On a monthly basis, TMA shall select approximately 1,400 cases for review. The data elements that identify the cases that the NQMC will receive from the MCSCs are found in Section J, Attachments J-2 and J-3; the data elements that identify the cases that the NQMC will receive from the DPs are found in Section J, Attachment J-4. The NQMC shall transmit a case selection list to the appropriate contractors in order to obtain the selected medical record(s). Additionally, a medical records request for each provider and a medical record cover sheet for each selected case, including information for the provider to record postage and copying cost, shall be provided.

C-6.4.1. The NQMC shall review medical, surgical, and mental health cases to determine the medical necessity and appropriateness of care of the services provided. To carry out this review, the NQMC shall use InterQual and American Society of Addiction Medicine (ASAM) criteria to provide consistent and standardized reviews in accordance with the documents specified in 32 CFR 199 and the TRICARE Policy Manuals.

C-6.4.2. For each case selected by TMA, the NQMC shall review whether that the MCSC and DP are performing pre-authorizations and retrospective and prepayment reviews, consistent with TRICARE Operations Manual, Chapter 7.

C-6.4.3. The NQMC shall review cases for medical necessity and appropriateness of services rendered in accordance with documents referenced in 32 CFR 199 and the TRICARE Policy Manuals.

C-6.4.4. The NQMC shall identify cases of inappropriate medical care, preventable admissions and shall identify care that is not a TRICARE benefit.

C-6.4.5. The NQMC shall report potential cases of fraud and abuse, consistent with 32 CFR 199.9.

C-6.4.6. The NQMC shall apply appropriate quality screens and medical judgment to identify quality issues. These quality reviews shall utilize both process and outcome measures that focus on deficiencies in the delivery of health care that result in an adverse affect on the patient. These reviews shall also identify superior healthcare services.

C-6.4.7. Potential quality concerns, utilization concerns, inappropriate medical care, or preventable admissions must be confirmed by a board certified, licensed physician, who is actively practicing in the clinical area being reviewed. In addition, the NQMC's medical director shall conduct a quality review of all these potential concerns prior to release.

C-6.4.8. If the selected case is covered by the DRG-based payment system, or the Skilled Nursing Facility (SNF) Prospective Payment System based upon H94002-04-D-0001

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Resource Utilization Groups (RUGs), the NQMC's review shall determine if the diagnostic and procedural information and the discharge status, as reported by the institution, and the resident assessment completed by the SNF, match the information in the medical record (per TRICARE Reimbursement Manual, Chapter 8, Section 2).

C-6.4.8.1. The NQMC shall be required to obtain the TRICARE DRG Grouper software, developed by Health Information Systems, 3M Health Care, and Resident Assessment Validation and Entry (RAVEN) System, produced by Centers for Medicare and Medicaid Services (CMS).

C-6.4.8.2. Registered Health Information Technicians (RHIT) shall perform DRG coding reviews.

C-6.4.9. The timing of review begins with the date of NQMC's receipt of the medical record from a MCSC or DP. All case reviews shall be completed within 30 days of receipt; if a case requires a second level physician review in accordance with Section C-6.4.7 above, the review shall be completed within 45 days of receipt.

C-6.4.10. A data dictionary for the DP selected cases is provided at Section J, Attachment J-4. Additionally, the data fields from the Healthcare Service Record (HCSR) for the MCSC selected cases are provided at Section J, Attachments J-2 and J-3. The Government will be transitioning to TRICARE Encountered Data (TEDs) after award of this contract; however, the data fields will remain largely unchanged from HCSR and should not impact the NQMC.

C-6.4.11. The NQMC shall provide an analysis of utilization concerns, quality concerns, and coding irregularities, report potential fraud and abuse, inappropriate medical care, preventable admissions, and care that is not a TRICARE benefit. This analysis shall be of sufficient detail such that the MCSCs and DPs shall be able to understand the concerns and respond to the findings. The MCSCs and DPs shall have an opportunity to review the issues identified, and must respond to the issues within 45 days of this report (see OPM and TOM, Chapter 7). The NQMC shall review any disagreements identified by the MCSCs and DPs, and provide TMA with a final determination report. The NQMC shall provide independent physician review of disagreements.

C-6.4.12. The NQMC shall track each MCSC's and DP's performance on submitting the selected medical records and responding to the issues as required in the OPM and TOM.

C-6.4.13. TMA will provide to the NQMC the MCSC and DP Clinical Quality Management Program (CQMP) annual reports that are provided by the T-NEX MCSCs and DPs; the current MCSCs and DPs are not required to provide this report (refer to Chapter 7, Section 4 of TOM). The NQMC shall summarize the data from the annual MCSC and DP CQMP reports. The NQMC shall provide an analysis that identifies patterns and trends, and assist the Government in determining best practices.

C-6.4.14. The NQMC shall analyze patterns, trends and variations among the Health Service Regions. This analysis shall include an assessment of "best value health care", identification and recommendation of superior quality health care transfer, a means for decreasing medically unnecessary utilization of health care services, a means for reducing preventable admissions, and recommendations for focused studies and quality improvement projects. The NQMC strategies for superior healthcare shall include: distribution of superior care profile; "flash" bulletin with innovative strategies for improving care delivery based upon best evidence; creation of library of "best practices" for priority quality conditions-accessible through NQMC secure web portal; "best practice" fact sheets with each case review including resources, available toolkits, self-assessments; and forums and workshops for MCSCs and DPs, bringing together performance data and best practices.

C-6.5. FOCUSED STUDIES. As directed by TMA, the NQMC shall conduct focused

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studies that will allow TMA to quickly understand critical risks, and design and test specific interventions to improve quality of care. In general, TMA will select study issues that have a potential to significantly impact beneficiary health, functional status, and satisfaction. Additionally, focused studies may be related to specific individual providers, provider groups, or institutional providers. See Section J, Attachment J-5 for examples of focused study topics.

C-6.6. EXTERNAL REVIEWS OF MALPRACTICE CASES. The NQMC shall conduct external reviews of paid malpractice claim cases in which the Military Service's preliminary determination is that the malpractice payment was not caused by failure of any practitioner to meet the standard of care in accordance with DoDI 6025.15 [October 12, 2000]. The NQMC shall not be required to testify. The NQMC shall provide a review of each identified provider. When the case involves a physician, the case shall be reviewed by a licensed physician who is board certified in the same clinical specialty as the physician that provided the care. Additionally, the physician reviewer shall have an active clinical practice in the same clinical area being reviewed. If the case involves a provider other than a physician, a reviewer that is similarly qualified shall conduct the review. A reviewer shall limit his/her determination to his/her clinical specialty or area of qualification.

C-6.6.1. When a case involves more than one specialty, a separate report shall be issued for each specialty. Each specialty report is considered a separate review.

C-6.6.2. For all cases, the NQMC shall 1) summarize the facts of the case, 2) discuss allegations, 3) determine whether the standard of care at the time the care was provided was met for each involved provider, 4) provide the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.) and 5) determine whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem, the NQMC shall include rationale for agreeing or disagreeing with the identified system issue. An analysis is not complete unless all 5 elements are furnished. The NQMC shall complete its review and provide its report within 30 calendar days of receipt of the case.

C-6.6.3. A copy of the determination(s) for each case shall be forwarded to the referring Military Service (Army, Navy, or Air Force Risk Management Office), the Contracting Officer's Representative (COR), and to the Armed Forces Institute of Pathology upon completion of each case. TMA may request review of these reports prior to their release.

C-6.6.4. All information involved in this process is confidential, nonreleasable, and protected under Title 10 USC 1102.

C-6.7. MEDICAL NECESSITY (RECONSIDERATION) REVIEWS. The NQMC shall conduct medical necessity (reconsideration) reviews and issue decisions consistent with Chapter 13 of the OPM and TOM, and with the waiver of liability provisions in Chapter 2, Section 3, of the TRICARE Reimbursement Manual (6010.53-M) or in Chapter 1, Section 4.1 of the TRICARE Policy Manual (6010.54-M), as appropriate. These reviews shall include medical necessity appeals from MCSCs, DPs, MTFs, TDEFIC, and the Retail Pharmacy contractor. All medical necessity pharmacy appeals shall be processed in accordance with the standards for a reconsideration of a pre-admission/pre-procedure reconsideration denial determination. Waiver of liability does not apply to TRRx appeals.

C-6.7.1. Standards

C-6.7.1.1. 95 percent of the requests for (1) a reconsideration of a pre-admission/pre-procedure reconsideration denial determination and (2) a reconsideration of a concurrent review initial denial determination shall be processed to completion within three working days of receipt of the request and the medical record. 100 percent of the requests for (1) a reconsideration of a pre-admission/pre-procedure reconsideration denial determination and (2) a

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reconsideration of a concurrent review initial denial determination shall be processed to completion within 15 days of receipt of the request and the medical record.

C-6.7.1.2. 85 percent of the non-expedited reconsiderations shall be processed to completion within 30 days of receipt of the request and the medical record. 100 percent of the non-expedited reconsiderations shall be processed to completion within 60 days of receipt of the request and the medical record.

C-6.8. INTERNAL/EXTERNAL CASE REVIEWS. The NQMC shall conduct internal and external case reviews in accordance with Section J, Attachment J-6. Additionally, the NQMC shall provide peer reviewers to serve as witnesses, consistent with Section J, Attachment J-6.

C-6.9. MENTAL HEALTH FACILITY CERTIFICATION. The NQMC shall be responsible for determining whether Residential Treatment Centers (RTCs), Substance Use Disorder Rehabilitation Facilities (SUDRFs), and Psychiatric Partial Hospital Programs (PHPs), meet TRICARE requirements for authorized provider status in accordance with the provisions of 32 CFR 199.6 and the TRICARE Policy Manual (appropriate procedures included at Section J, Attachment J-7). The TRICARE mental health facility certification application is provided as Section J, Attachment J-8; an ownership change application is provided as Section J, Attachment J-9.

C-6.9.1. The NQMC shall calculate the initial rates for RTCs, using the methodology in 32 CFR 199.14 and the TRICARE Reimbursement Manual, Chapter 7, Addendum E (see Section J, Attachment J-10).

C-6.9.2. The NQMC shall conduct reconsiderations of denials of facility certifications in accordance with 32 CFR 199.10 and Chapter 13 of the OPM and TOM.

C-6.9.3. Upon direction from the COR, the NQMC shall provide the technical and professional expertise to perform and record on-site review of mental health facilities, and evaluations of the qualifications and capabilities of designated facilities to provide specialized mental health treatment that complies with 32 CFR 199.6 and TRICARE standards for mental health facilities. Based upon its findings, the NQMC will certify the facility, or recommend decertification of the facility to TMA. The NQMC shall focus its activity for each review according to the objectives established by the COR for the particular facility. Most reviews will be unannounced and there will be instances when a complaint investigation will need to be conducted as a component of the on-site review.

C-6.9.3.1. The determination of which facilities will be reviewed will be based on the nature and extent of actual or potential areas of noncompliance or substandard performance as identified by the NQMC or TMA.

C-6.9.3.2. Generally, the on-site review team shall be composed of three professional members: a psychiatrist, a certified clinical social worker, and a certified psychiatric nurse specialist. The on-site survey team members shall meet the qualifications for their respective provider type, consistent with 32 CFR 199.6. The COR must approve the composition of the review team. It is anticipated that each review will require the review team to be on-site for approximately two days; approximately four on-site surveys will be required per quarter.

C-6.10. EVOLVING PRACTICES, DEVICES, MEDICINES, TREATMENTS, AND PROCEDURES. Upon direction, the NQMC shall review the MCSC's recommendation, based upon reliable evidence (as defined in 32 CFR 199.2), for evolving practices, devices, medicines, treatments, and procedures that have moved from unproven to proven, and determine whether the evidence cited is sufficient to support the MCSC's recommendation.

C-6.11. CONTRACT TRANSITION IN AND PHASE OUT

C-6.11.1. For purposes of contract transition in and phase out, the incumbent NQMC shall be designated as the outgoing NQMC. Upon completion of the final

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option period, the outgoing NQMC shall assume all phase-out responsibilities. In the event an incumbent NQMC succeeds itself in an award of a new contract, these transition requirements may be waived, as appropriate, by the Contracting Officer.

C-6.11.2. Following the award of the contract, and prior to the beginning of the first option period, the NQMC shall develop a written transition plan to be submitted to the Contracting Officer within 10 days following notice of award.

C-6.11.2.1. The NQMC shall attend a post award meeting at a location specified by the Contracting Officer. This meeting shall be conducted approximately 15 days following notice of award.

C-6.11.2.2. The NQMC shall obtain all necessary criteria and licenses for the successful performance of work under this contract.

C-6.11.2.3. The NQMC shall keep the COR informed on its progress during the transition in phase by a method (e.g., email, fax) agreed to during the post award meeting.

C-6.11.2.4. The Government shall conduct a Physical Security Audit during the transition in period in accordance with the Matrix in Section J, Attachment J-13 for security compliance.

C-6.11.3. At the completion of the final option period, the following requirements shall be in force. The outgoing NQMC shall be responsible for completing all work assigned, and reconsideration appeal requests received, during the option period, to include all associated reports.

C-6.11.3.1. For all active facility certification files, the outgoing NQMC shall organize the files and prepare a transmittal document detailing the status of record and the reason the record has been retained. The outgoing NQMC shall package each case in such a manner that all information and documents are received in an organized and orderly fashion, undamaged, and ready for immediate retrieval by the incoming NQMC.

C-6.11.3.2. The outgoing NQMC shall transmit the active facility certification files within 30 days from the date written instructions are issued by the Contracting Officer. The outgoing NQMC shall be available and shall answer, in writing, within five working days after receipt, all questions submitted in writing by the incoming NQMC and/or the Government on the review information and data transferred to the incoming NQMC for a period of 30 days after receipt of materials by the outgoing NQMC.

C-6.11.3.3. The outgoing NQMC shall be notified by the Contracting Officer of the date, time, and location of any transition meeting to be held between the Government, incoming NQMC and outgoing NQMC. The outgoing NQMC shall be issued an order under the ordering clause of this contract for travel only. Any other costs shall be provided for under the CLINs for transition.

(End of Section)

SECTION D
PACKAGING AND MARKING

D-1. PRESERVATION, PACKAGING AND MARKING

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with Federal and State laws for shipment. All written documentation and other related correspondence and material to be furnished to the Government shall be adequately packaged to ensure delivery at destination. Extra care must be taken in packaging original files to protect them from damage and to ensure that they do not become separated from the routing markings.

All beneficiary records used in any way by the NQMC must be protected as required by the Freedom of Information Act, the Privacy Act of 1974, the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Beneficiary records must be protected, in terms of privacy and security during use, transmission, storage, destruction, and handling.

(End of Section)

SECTION E
INSPECTION AND ACCEPTANCE

- E-1. 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
(Reference 46.301)
- E-2. 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)
- E-3. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)
(Reference)
- E-4. INSPECTION AND ACCEPTANCE

The final acceptance authority for the government shall be:

Department of Defense
TRICARE Management Activity
Special Contracts & Operations Office (SCOO)
(Contracting Officer's Representative)
16401 E. Centretech Parkway
Aurora, GO 80011-9066
Telephone: 303-676-3603

(End of Section)

**SECTION F
DELIVERIES OR PERFORMANCE**

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

F-2. PERIOD OF PERFORMANCE

Base Period (Transition-In): 6 months beginning Date of Contract Award

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

Option Period 1:	7 through 18 months after Contract Award
Option Period 2:	19 through 30 months after Contract Award
Option Period 3:	31 through 42 months after Contract Award
Option Period 4:	43 through 54 months after Contract Award
Option Period 5:	55 through 66 months after Contract Award

F-3. PLACE OF DELIVERY AND PROCEDURES

F-3.1. The NQMC shall make delivery under this contract to the location(s) set forth in each individual delivery order issued.

F-3.2. All certified and overnight mail for TRICARE Management Activity is to be delivered to: TRICARE Management Activity, 16401 E. Centretch Parkway, Aurora, CO 80011-9066. TMA Normal Delivery Hours are 7:30 a.m. to 4:00 p.m. (local time), Monday through Friday, excluding Federal holidays.

F-4. NOTICE REGARDING LATE DELIVERY

In the event the NQMC anticipates difficulty in complying with the task order schedule, the NQMC shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; provided, however, that this notification shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-5. AMOUNTS OF LIQUIDATED DAMAGES

F-5.1. Delays in completion of tasks under this contract have the potential to delay resolution of claims, medical necessity appeal determinations, and requests for preauthorization, and thus adversely affect beneficiaries and providers of care--the public TMA serves. Accordingly, timeliness is of the essence in the administration of this contract. As motivation for timely performance, the procedures of Section F-5.3 are established.

F-5.2. All requirements under this contract shall be performed and delivery made within the performance period established by this contract, unless the NQMC has obtained an extension pursuant to the procedures established in F-6. Where an extension has been granted, requirements shall be performed within the performance period established in an extension. Performance not within the established period by this contract or by approved extension shall be deemed untimely.

F-5.3. With regard to Section C, external reviews on paid malpractice claims, medical necessity appeal determinations, and internal and external case reviews, shall be subject to the limitations below:

F-5.3.1. Where there is untimely completion of the review, the total invoice price for the case(s) shall be reduced 10 percent for each day completion of these requirements are late.

F-5.3.2. The invoice price for each late case shall not be reduced by more than 50 percent. In addition, reference to number of days late shall not include weekends or Federal holidays.

SECTION F
DELIVERIES OR PERFORMANCE

F-5.3.3. Nothing in this Section shall deprive TMA of any other remedies available under law for defective or untimely performance of any requirement under this contract; examples include, but are not limited to, nonexercise of contract options or partial or total termination for default.

F-5.3.4. The NQMC shall accurately reflect any deductions applicable under this Section on its invoices.

F-6. EXTENSIONS

Requests for extensions initiated by the NQMC of due dates for deliverables under this contract shall be submitted to the Contracting Officer such that the request is received by the Contracting Officer prior to the due date in question. Requests may be transmitted via electronic methods or telefax. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the Contracting Officer's Representative (COR) shall consider whether there were circumstances beyond the foreseeable control of the NQMC and peer reviewer that prevented timely delivery. Failure to adequately manage workload shall not be an acceptable basis for an extension. The NQMC cannot assume an extension will automatically be granted. This section does not apply to the TMA Selected Cases.

F-7. REPORTS

F-7.1. The NQMC shall provide to the Contracting Officer's Representative at TRICARE Management Activity (TMA):

- Monthly reports (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA)
- Monthly facility listing reports (CLINs 1009AB, 2009AB, 3009AB, 4009AB, and 5009AB)
- Quarterly contractor performance reports (CLINs 1009AC, 2009AC, 3009AC, 4009AC, and 5009AC)
- Quarterly IQMP reports (CLINs 1009AD, 2009AD, 3009AD, 4009AD, and 5009AD)
- Semi-annual reports (CLINs 1009AE, 2009AE, 3009AE, 4009AE, and 5009AE)
- CQMP reports (CLINs 1009AF, 2009AF, 3009AF, 4009AF, and 5009AF)

F-7.1.1. All NQMC reports shall include a graphical dashboard and key findings and recommendations.

F-7.2. Monthly Reports

F-7.2.1. SECTION 1 OF THE MONTHLY REPORT. The NQMC shall provide a monthly report (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA) by the 10th of each month to the COR. Applicable portions of this report shall also be provided by the NQMC to the Market Managers and Regional Offices, MCSC and DP Points of Contact. This report shall include information about TMA selected cases, specifically:

- Utilization Management Concerns
- Quality Concerns
- Coding Irregularities
- Inappropriate Medical Care
- Preventable Admissions
- Care that is not a TRICARE benefit

These reports shall provide analysis of sufficient detail so that the MCSCs and DPs shall be able to understand the concern and respond to the findings. The MCSCs and DPs shall have an opportunity to review the issues identified, and

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SECTION F
DELIVERIES OR PERFORMANCE

must respond to the issues within 45 days of this report. The NQMC shall review any disagreements identified by the MCSCs and DPs, and provide TMA with its final determination within 90 days of the date of the report that initially identified the issue.

F-7.2.2. SECTION 2 OF THE MONTHLY REPORT. The NQMC shall provide a monthly report (CLINs 1009AA, 2009AA, 3009AA, 4009AA, and 5009AA) by the 10th of each month to the TMA COR. This report shall include specific information on the NQMC's workload during the preceding month, and shall address:

- TMA selected cases
- Malpractice peer reviews
- Reconsideration/appeal of denial determinations
- Facility certification
- Internal and external case reviews

The report shall address contract timeliness standards for the above cases.

F-7.3. Quarterly Reports

F-7.3.1. On a quarterly basis, the NQMC shall provide a report (CLINs 1009AC, 2009AC, 3009AC, 4009AC, and 5009AC) to the TMA COR within 30 days following each contract quarter which includes details for each MCSC and DP's performance on submitting the selected medical records and responding to the issues as required in the Operations Manual.

F-7.3.2. On a quarterly basis, the NQMC shall provide a report (CLINs 1009AD, 2009AD, 3009AD, 4009AD, and 5009AD) to the TMA COR within 30 days following each contract quarter which includes details for the NQMC's Internal Quality Management Program.

F-7.4. Semi-annual Reports. The NQMC shall submit to the TMA COR a 6-month report (CLINs 1009AE, 2009AE, 3009AE, 4009AE, and 5009AE) beginning with Option Period 1, to be delivered 90 days after the end of the 6-month report period. The report shall include a summary of findings and an analysis of patterns, trends and variations among the Health Service Regions. The report shall also provide a discussion of "best value health care", recommendations on superior quality health care transfer, decreasing medically unnecessary utilization of health care services, preventable admissions and recommendations for focused studies and quality improvement projects. The NQMC shall provide a copy of the report to the COR, the appropriate Market Managers, and TRICARE Regional Offices. The NQMC shall provide to the TMA COR a Microsoft PowerPoint briefing package of the report, on CD-ROM.

F-7.5. Clinical Quality Management Program (CQMP) Reports. TMA will provide to the NQMC the MCSC and DP CQMP annual reports (CLINs 1009AF, 2009AF, 3009AF, 4009AF, and 5009AF) that are provided by the new contractors within the three healthcare regions; the current MCSCs are not required to provide this report (Refer to Chapter 7, Section 4 of the TRICARE Operations Manual). The NQMC shall summarize the data from these annual reports. The NQMC shall provide an analysis that identifies patterns and trends, and assist the Government in determining best practices. The NQMC shall provide the report within 90 days of receipt of the CQMP annual reports.

F-7.6. Focused Studies Reports. As directed by the Contracting Officer, the NQMC shall conduct focused studies (1004, 2004, 3004, 4004, and 5004) that will allow TMA to quickly understand critical risks, and design and test specific interventions to improve quality of care. In general, TMA will select study issues that have a potential to significantly impact beneficiary health, functional status, and satisfaction. Additionally, focused studies may be related to specific individual providers, provider groups, or institutional providers. The NQMC shall provide a study summary report to TMA as negotiated on a per-study basis. The cost associated with the preparation of each focused study shall be negotiated. See Section J, Attachment J-5 for examples of focused study topics.

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F-7.7. MTF Malpractice Reviews. The NQMC's report (1005, 2005, 3005, 4005, and 5005) for all cases shall include: 1) a summary of the facts of the case, 2) allegations, 3) a determination as to whether the standard of care at the time the care was provided was met for each involved provider, 4) the rationale for that finding (standard text, practice guidelines, any evidence-based medical citations from the literature relevant at the time of the incident, etc.) and 5) a determination of whether the care provided caused the patient's injury. In addition, if the case has been identified as a system problem (as defined in DoDI 6025.15), the NQMC's report shall include rationale for agreeing or disagreeing with the identified system issue. A report is not complete unless all 5 elements are furnished. The NQMC's report is due within 30 days of receipt of the case.

F-7.8. Monthly Facility Certification Listing. The NQMC shall provide an updated monthly listing (1009AB, 2009AB, 3009AB, 4009AB, and 5009AB) by type of facility of all RTCs, PHPs, and SUDRFs certified as of the end of the report month, to include name, address, telephone number, EIN, effective date of initial certification, recertification date, patient/bed capacity, and description of population served (e.g., adult, adolescent, or specific age range(s), gender, etc.) (see Section J, Attachment J-11). For PHPs, provide a brief description of each program offered (e.g., full-day or partial-day, days of operation, patient capacity). Multiple partial programs in a single facility are to be listed separately. The NQMC shall provide a copy of the facilities certification listing to each MCSC and DP, and to the TMA COR, by the 10th of each month.

F-7.9. Mental Health Facility On-site Reviews Reports. Within 15 calendar days after the end of each on site review, (1) the NQMC shall provide to the COR a comprehensive report (1007AB, 2007AB, 3007AB, 4007AB, and 5007AB) of its findings for review and approval, and (2) the NQMC shall provide a separate written recommendation, informing TMA of the proposed certification decision, i.e., whether the NQMC recommends the recertification of the facility, or recommends that TMA decertify the facility. Following the TMA COR's approval, the NQMC shall complete the certification action.

F-8. MEETINGS

F-8.1. The NQMC shall attend meetings as directed by the Contracting Officer in support to CLINs 1010, 2010, 3010, 4010, and 5010.

F-8.2. The Contracting Officer's directed travel expenses and per diem shall be reimbursed in accordance with the Government's Joint Travel Regulations (see <http://www.dtic.mil/perdiem/>), which establishes per diem rates during the period of travel, and shall be the maximum per diem rate allowed for lodging, meals, and individual expenses that shall be reimbursed under Contracting Officer directed travel.

(End of Section)

SECTION G
CONTRACT ADMINISTRATION DATA

G-1. CONTRACT ADMINISTRATION

G-1.1. All contract administration matters will be handled by the following individuals:

a. CONTRACTOR (Name(s) and Address):

MAXIMUS, INC.
Center for Health Dispute Resolution
1 Fishers Road, 2nd Floor
Pittsford, NY 14534

ATTN: Mr. David Richardson, Vice President
Telephone: 585-586-1770
FAX Phone: 585-286-2153

b. GOVERNMENT:

Contracting Officer, NQMC
Department of Defense
TRICARE Management Activity
Contract Management Division (CMB)
16401 East Centretech Parkway
Aurora, CO 80011-9066

Telephone: 303-676-3516
FAX Phone: 303-676-3554

G-1.2. Contract administration will be performed by the Contract Management Division, TRICARE Management Activity or as delegated to other Government agencies by the Contracting Officer. The Government points of contact during the performance of this contract will be:

G-1.2.1. Contracting Officer (CO): The CO is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract, including deviation from Section C.

G-1.2.2. Contracting Officer's Representative (COR): The Contracting Officer will designate an individual to act as the COR. The COR does not have the authority to act on behalf of the Contracting Officer beyond his or her specific written delegation of authority. The COR does not have the authority to change contract requirements. The NQMC will receive copies of the delegation letters which will delineate the scope of authority of the COR.

SECTION G
CONTRACT ADMINISTRATION DATA

G-2. CONTRACTOR REMITTANCE VIA ELECTRONIC FUNDS TRANSFER

The payment method to the NQMC shall be through Electronic Funds Transfer (EFT) in accordance with FAR 52.232-34, "Payment By Electronic Funds Transfer--Other Than Central Contractor Registration" in Section I.

Contractor's Name: MAXIMUS, INC.

Mailing Address: 11419 Sunset Hills Rd
Reston, VA 20190-5207

Phone: 703-251-8500

FAX Phone: 703-251-8240

Bank Name: Suntrust Bank

Bank Address: 7455 Chancellor Drive, Orlando, FL 32809

Bank Account No.: 202174832

ABA# 055002707

G-3. PAYMENTS

G-3.1. Payments shall be in accordance with FAR 52.232-1, "Payments"; 52.232-8, "Discounts for Prompt Payment"; 52.232-18, "Availability of Funds"; 52.232-19, "Availability of Funds for the Next Fiscal Year"; and 52.232-25, "Prompt Payment" as listed in Section I.

G-4. GOVERNMENT POINT OF CONTACT

Subsequent to award, the Contracting Officer's Representative (COR) will be appointed and the specific duties to be performed by the COR will be detailed. One or more Alternate Contracting Officer's Representatives (ACORs) may be appointed. The NQMC shall work directly with the Administrative Contracting Officer (ACO), COR, and ACORs on those matters delegated to them. The ultimate responsibility for overall administration of the contract rests with the Contracting Officer and the COR at the TRICARE Management Activity.

G-5. SUBMISSION OF INVOICE

G-5.1. The NQMC shall submit invoices to:

Department of Defense
TRICARE Management Activity
Attn: Finance and Accounting Office (F&A)
16401 E. Centretch Parkway
Aurora, CO 80011-9066

SECTION G
CONTRACT ADMINISTRATION DATA

G-5.2. Invoices for all services provided shall be submitted monthly after completion of the specified tasks. The NQMC shall submit an invoice on a DD Form 250, prepared in an Original and 2 copies. The Original shall be submitted to TMA's address stated above for the Government, a copy shall be submitted to the Contracting Officer's Representative (COR), and a copy shall be submitted to the Contracting Officer within 5 work days after the last day of each month. All services invoiced for payment shall be in accordance with instructions for completion of DD Form 250. Where there is insufficient space on DD Form 250, a separate sheet(s) detailing the summary information from the form shall be attached (DD Form 250c). For each itemization by CLIN, the invoice shall reference the Delivery Order(s) and applicable modification(s) under which funds were obligated for the cases being invoiced.

G-5.3. The invoice shall separately itemize the number of timely completed reviews, the unit price, and the total price per CLIN. The invoice shall separately itemize, by review or review session as applicable, the price chargeable if untimely performance occurred, the number of days performance was untimely, the deduction rate for untimely performance, the dollar amount deducted for untimely performance, the net chargeable amount after subtraction of the deduction.

G-5.4. Invoices for services rendered pursuant to the specific task performed shall be submitted separately for each Delivery Order when the work under the Delivery Order is completed.

G-5.4.1. The contractor shall invoice for services provided under CLIN 0001 at the end of the Transition-In period.

G-5.5. All invoices for Contracting Officer directed travel CLINs, copies of receipts for all lodging expense, transportation expenses, and single personal or other expense of \$75.00 or more shall be provided with the invoice. For the reimbursement of long distance telephone calls during travel, each long distance call shall be justified in writing and approved by the COR as necessary for the performance of the contract services.

G-5.6. All Points of Contact will be provided following contract award, and updated as required.

(End of Section)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1. KEY PERSONNEL

H-1.1. The NQMC shall maintain and provide to the TMA COR the resumes of key personnel (as defined by the NQMC) to this contract. Any key personnel replacement shall be at least as well qualified as the individual originally holding the position vacated and the NQMC must receive Government approval to change such key personnel. The NQMC shall ensure that its staff and subcontractors (if any) are thoroughly trained and knowledgeable regarding the NQM program and the requirements of this contract.

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

H-2. DISSEMINATION OF INFORMATION

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

H-3. PRIOR CONSENT TO SUBCONTRACTS REQUIRED

The NQMC may enter into any subcontract which is necessary for the performance of this contract subject to compliance with appropriate contract clauses and terms. The NQMC shall not enter into any new subcontract with third parties to perform any of the tasks, functions, and duties set forth in Section C, without the prior written consent of the Contracting Officer. However, this requirement shall not apply if the Contracting Officer has approved the NQMC's purchasing system pursuant to procedures detailed in FAR Subpart 44.3 and DFARS 244.3. Copies of executed subcontracts shall be submitted to the Contracting Officer upon request. The NQMC must also follow the provisions of Section I, FAR 52.244-1 and 52.244-5.

H-4. CONFLICT OF INTEREST

H-4.1. The NQMC's attention is directed to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest."

H-4.2. Services required by the Government include tasks in which the NQMC and/or its personnel and subcontractor(s), shall review care managed by the Managed Care Support Contractors (MCSCs) and their subcontractor(s), and claims processed, or to gain access to procurement sensitive information as defined by Title 41 United States Code, Section 423. Such task(s) may include, but are not limited to personal and substantial involvement in the support of subsequent competitive acquisitions for services with payment of the services by appropriated funds.

H-4.3. In order to avoid any organizational conflict of interests, or the appearance thereof, the NQMC agrees as a condition of award, that it shall not offer in response to any solicitation, nor shall it be eligible for award of any contract, nor serve as a consultant or subcontractor to a MCSC, DP, TDEFIC, or other TMA contractor, perform TMA Claims Processing or to perform utilization review for a MCSC.

H-4.4. This restriction shall remain in effect for a period of 6 months from the date of final acceptance of all work under this contract and shall apply as well to any subsidiary, affiliate, joint venture, merged party, successor or assignee of the NQMC.

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-5. CONFIDENTIALITY

H-5.1. All beneficiary records used in any way by the NQMC must be protected as required by the Freedom of Information Act, the Privacy Act of 1974, the Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and Title 10 USC 1102. Beneficiary records must be protected, in terms of privacy and security during use, transmission, storage, destruction, and handling. The NQMC agrees to all provisions of the Business Associate Addendum (Attachment J-12, Section J).

H-5.2. Under the Privacy Act, it takes a court order for TMA records to be released. A subpoena for TMA records is not sufficient for release. The NQMC shall forward all subpoenas for documents that encompass any TMA records to the COR for coordination of release with the TMA, Office of General Counsel (OGC). The COR shall coordinate release or nonrelease with the TMA/OGC and notify the NQMC in writing the determination of the TMA/OGC. The NQMC shall not release any TMA records without approval of the TMA/OGC.

H-6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

H-6.1. The NQMC shall comply with all applicable state insurance and license requirements necessary for performance under this contract except where preempted by Federal law. Both the Department of Defense Appropriations Act, 1994 (Public Law 103-139) and the Defense Authorizations Act for Fiscal Year 1994 (Public Law 103-160) (codified at 10 USC 1103) provide for preemption of state and local laws that relate to health insurance, prepaid health plans, or other health care delivery or financing methods. In order to identify those state and local laws that should be preempted, the NQMC is directed to notify the Contracting Officer of those state and local laws the NQMC deems should be preempted, with supporting documentation. This notification should be provided no later than 30 days after award of the contract.

H-6.2. In addition to the insurance and license requirements, the NQMC, consultants, and providers shall obtain and maintain all other permits, licenses, etc., that may be required to perform the services set forth in Section C.

H-7. TECHNICAL DATA

The data contained in all reports shall be owned by the Government.

H-8. ORDERING

All orders shall be authorized by issuance of a delivery order to the contract by the Contracting Officer.

H-9. SPECIAL PROVISION - PRIVACY OF PROTECTED HEALTH INFORMATION

H-9.1. *Definitions.* As used in this Provision:

- *Individual* has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- *Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the contractor from or on behalf of The Government.
- *Required by Law* has the same meaning as the term "required by law" in 45 CFR 164.501.
- *Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.
- Terms used, but not otherwise defined, in this Provision shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

H-9.2. The contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

H-9.3. The contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

H-9.4. The contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of this Contract.

H-9.5. The contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

H-9.6. The contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the contractor with respect to such information.

H-9.7. The contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

H-9.8. The contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

H-9.9. The contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

H-9.10. The contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H-9.11. The contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Provision of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H-9.12. General Use and Disclosure Provisions

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SPECIAL CONTRACT REQUIREMENTS

H-9.12.1. Except as otherwise limited in this Provision, the contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: For all purposes necessary for performance of this contract.

H-9.13. Specific Use and Disclosure Provisions

H-9.13.1. Except as otherwise limited in this Provision, the contractor may use Protected Health Information for the proper management and administration of the contractor or to carry out the legal responsibilities of the contractor.

H-9.13.2. Except as otherwise limited in this Provision, the contractor may disclose Protected Health Information for the proper management and administration of the contractor, provided that disclosures are required by law, or the contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

H-9.13.3. Except as otherwise limited in this Provision, the contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

H-9.13.4. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

H-9.14. Obligations of the Government

H-9.14.1. Provisions for the Government to Inform the contractor of Privacy Practices and Restrictions

H-9.14.1.1. Upon request the Government shall provide the contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

H-9.14.1.2. The Government shall provide the contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the contractor's permitted or required uses and disclosures.

H-9.14.1.3. The Government shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

H-9.15. Permissible Requests by the Government

H-9.15.1. The Government shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the contractor as otherwise permitted by this Provision.

H-9.16. Termination: A breach by the contractor of this Provision, may subject the contractor to termination, under any applicable default or termination provision of this Contract.

H-9.16.1. If this contract has records management requirements, the records subject to the Provision should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with H-9.16.2 and H-9.16.3 below.

H-9.16.2. If this contract does not have records management requirements, except as provided in H-9.16.3 of this section, upon termination of this

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SECTION H
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Contract, for any reason, the contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor. The contractor shall retain no copies of the Protected Health Information.

H-9.16.3. If this contract does not have records management provisions and the contractor determines that returning or destroying the Protected Health Information is infeasible, the contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the contractor that return or destruction of Protected Health Information is infeasible, the contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the contractor maintains such Protected Health Information.

H-9.17. Miscellaneous

H-9.17.1. Regulatory References. A reference in this Provision to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

H-9.17.2. Survival. The respective rights and obligations of Business Associate under the Termination terms at H-9.16 of this Provision shall survive the termination of this Contract.

H-9.17.3. Interpretation. Any ambiguity in this Provision shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

H-10. SPECIAL PROVISION - SECURITY OF PROTECTED HEALTH INFORMATION

H-10.1. Definitions. As used in this Provision:

- *Electronic Protected Health Information* has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.
- *Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.
- *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subpart C.
- *Terms used, but not otherwise defined, in this Provision* shall have the same meaning as those terms in 45 CFR 160.103, 164.103, and 164.304.

H-10.2. The contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government.

H-10.3. The contractor agrees to report to the Government any security incident of which it becomes aware.

H-10.4. The contractor agrees, to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the contractor with respect to such information.

H-10.5. The contractor agrees to make internal practices, books, and records relating to the security of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Security Rule.

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H-10.6. Termination: A breach by the contractor of this Provision, may subject the contractor to termination under any applicable default or termination provision of this Contract.

H-10.7. Miscellaneous

H-10.7.1. Regulatory References. A reference in this Provision to a section in the Security Rule means the section as in effect or as amended, and for which compliance is required.

H-10.7.2. Interpretation. Any ambiguity in this Provision shall be resolved in favor of a meaning that permits the Government to comply with the Security Rule.

(End of Section)

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CONTRACT CLAUSES

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

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

(End of clause)

I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

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

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(Reference 3.503-2)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.8 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
(Reference 3.808)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(Reference)

I.10 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MARCH 1999)
(Reference 203.570-5)

I.11 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
(Reference 203.7002)

I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference 4.303)

I.13 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
(Reference 204.404-70)

I.14 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

I.15 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
(Reference 209.104-70)

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- I.16 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT (MAR 1998)
(Reference 209.409)
- I.17 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
(Reference 11.604)
- I.18 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(Reference 15.209)
- I.19 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 15.209)
- I.20 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001)
(Reference)
- I.21 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)
- I.22 52.222-3 CONVICT LABOR (JUNE 2003)
(Reference)
- I.23 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)
- I.24 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Reference)
- I.25 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. [Dec 2001]
(Reference)
- I.26 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
- I.27 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Reference)
- I.28 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference)
- I.29 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference)
- I.30 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 24.104)
- I.31 52.224-2 PRIVACY ACT (APR 1984)
(Reference 24.104)
- I.32 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)
(Reference)
- I.33 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
(Reference 27.202-2)
- I.34 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 27.203-1)

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- I.35 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)
(Reference 27.409)
- I.36 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (April 2003)
(Reference)
- I.37 52.229-5 RESERVED
(Reference)
- I.38 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
(Reference 30.201-4)
- I.39 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
(Reference 30.201-4)
- I.40 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(Reference 30.201-4)
- I.41 52.232-1 PAYMENTS (APR 1984)
(Reference 32.111)
- I.42 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference)
- I.43 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 32.111)
- I.44 52.232-11 EXTRAS (APR 1984)
(Reference 32.111)
- I.45 52.232-17 INTEREST (JUNE 1996)
(Reference 32.617)
- I.46 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference)
- I.47 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.48 52.232-25 PROMPT PAYMENT (OCT 2003)
(Reference)
- I.49 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
(Reference 32.1110)
- I.50 52.233-1 I DISPUTES (JUL, 2002)--ALTERNATE I (DEC 1991)
(Reference)
- I.51 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106)
- I.52 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 37.110)
- I.53 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.54 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
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(Reference 43.205)

I.55 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
(Reference)

I.56 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
(Reference)

I.57 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 44.204)

I.58 52.246-20 WARRANTY OF SERVICES (MAR 2001)
(Reference 46.710)

I.59 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

I.60 52.248-1 VALUE ENGINEERING (FEB 2000)
(Reference 48.201)

I.61 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
(Reference 49.502)

I.62 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)

I.63 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

I.64 52.202-1 DEFINITIONS (DEC 2001)

(a) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the agency.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

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(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c) (1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraphs (c) (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c) (1) through (c) (6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f) (1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

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(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

I.65 252.204-7004 ALTERNATE A (NOV 2003)

(a) "Definitions." As used in this clause-- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

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

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern. "Registered in the CCR database" means that--

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

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

(3) The Government has validated all mandatory data fields and has marked the records "Active."

I.66 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2004 (inclusive of FAR 52.217-8).

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

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

(End of clause)

I.67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000.00

(2) Any order for a combination of items in excess of \$1,000,000.00 or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.68 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2004

(End of clause)

I.69 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days of contract expiration.

(End of clause)

I.70 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 2 months.

(End of clause)

I.71 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2003. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2003 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.72 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Apr. 2003)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241, and U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION J
LIST OF ATTACHMENTS

J.1	
Attachment J-1	MCSC area maps
Attachment J-2	HCSR data elements for MCSC case selections (Institutional Records)
Attachment J-3	HCSR data elements for MCSC case selections (Non- Institutional Records)
Attachment J-4	Designated Provider data elements
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Attachment J-6	Internal and External Review procedures
Attachment J-7	Mental Health Facility certification procedures
Attachment J-8	Mental Health Facility Certification Application
Attachment J-9	Mental Health Facility Change of Ownership Application
Attachment J-10	RTC Rate Calculation Methodology
Attachment J-11	February 2003 Mental Health Facility list
Attachment J-12	HIPAA Privacy Non-MCSC Addendum
Attachment J-13	Physical Security Audit Matrix
Attachment J-14	DoD IAVA
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