

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

1. REQUISITION NUMBER  
HT000311023281

PAGE 1 OF 59

2. CONTRACT NO. HT0011-11-C-0002  
 3. AWARD EFFECTIVE DATE 30-Jun-2011  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER HT0011-11-R-0001  
 6. SOLICITATION ISSUE DATE 25-Apr-2011  
 7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME WENDY SELLERS  
 b. TELEPHONE NUMBER (No Collect Calls) (703) 681-0358  
 8. OFFER DUE DATE/LOCAL TIME 04:00 PM 25 May 2011

9. ISSUED BY CODE HT0011  
 TRICARE MANAGEMENT ACTIVITY  
 CONTRACT OPERATIONS DIV (COD)  
 5111 LEEBURG PIKE  
 SUITE 550  
 FALLS CHURCH VA 22041  
 TEL: 703-681-1143  
 FAX:  
 10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SB  
 HUBZONE SB  
 8(A)  
 SVC-DISABLED VET-OWNED SB  
 EMERGING SB  
 SIZE STD: \$7 Million NAICS: 541990  
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
 TRICARE AREA OFFICE-EUROPE  
 MAJ SCOTT STOKCE  
 TRICARE AREA OFFICE - EUROPE  
 APO AE 09135  
 16. ADMINISTERED BY CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 31JY4  
 INFOMEDIA GROUP, INC.  
 RICK SCHEEL  
 11845 W INTERSTATE 10 STE 400  
 SAN ANTONIO TX 78230-1041  
 TEL. (210) 595-2060  
 FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY CODE HQ0347  
 DEFENSE FINANCE AND ACCOUNTING SYSTEM  
 DFAS INDIANAPOLIS  
 8899 EAST 56TH STREET  
 INDIANAPOLIS IN 46249-1510

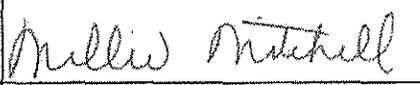
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA  
 See Schedule  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$310,894.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 REF:  
 29. AWARD OF CONTRACT: REFERENCE  
 OFFER DATED 26-May-2011 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
  
 31c. DATE SIGNED  
 7/11/11

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 John Erwin  
 President  
 30c. DATE SIGNED  
 7/5/11  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 Millie Mitchell  
 TEL: 703.681-0361  
 EMAIL: Millie.Mitchell@tma.nsa.mil

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 Prescribed by GSA  
 FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 59	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
38. S/R ACCOUNT NUMBER		38. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
				42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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Section SF 1449 - CONTINUATION SHEET

PWS

## PERFORMANCE WORK STATEMENT (PWS)

Date: 6 April 2011, Revised 19 May 2011

Title: HEALTH CARE INFORMATION LINE (NURSE ADVICE LINE)

Requiring Activity Name: TRICARE Area Office -Eurasia-Africa (TAO-EA)

### 1.0 SCOPE

This PWS provides for performing Health Care Information Line (HCIL) services and establishing a robust network of licensed registered nurse (RN) advisors for all Military Health Systems (MHS) Defense Eligibility Enrollment Reporting System (DEERS) eligible beneficiaries in Europe, Africa and the Middle East, the TAO-EA area of responsibility. HCIL services shall provide information and recommendations to beneficiaries, guiding them towards available options or medical intervention (Nurse Advice Line), appointment settings/cancellations, after hours Primary Care Manager (PCM) notifications and/or general healthcare information (automated library) as needed. This PWS also provides for various studies and analyses to measure the efficacy of the HCIL and other elements of the contract performance. This PWS requires compliance and maintenance of DoD Information Assurance Certification and Accreditation Process (DIACAP), to include Interim Authorization to Operate (IATO) and Plan of Action and Milestones (POA&M) in order to access DoD Information Systems and Military Treatment Facilities (MTFs) Appointment Settings/Cancellations systems.

#### 1.0.1 Background

The mission of the TRICARE Area Office -Eurasia-Africa (TAO-EA) is to ensure accessible, quality health services through administration of a coordinated, cost effective, multi-service health plan for all MHS eligible beneficiaries within the TAO-EA area of responsibility.

The TRICARE Eurasia-Africa area is managed by the TAO Eurasia-Africa located at Sembach Kaserne in Germany, and includes the European and African continents, all Middle Eastern countries, Pakistan, Russia and several former Soviet Republics including the Baltic States, Ukraine, Georgia, Kazakhstan, Kyrgyzstan and Uzbekistan. TRICARE Region 13 is synonymous with TRICARE Eurasia-Africa. All printed material shall contain the current name of TRICARE Eurasia-Africa.

#### 1.0.2 Objectives

The contractor shall furnish all non-personal services, labor, materials, equipment, facilities and transportation including costs for printing, packaging and mailing, and toll free telephone lines and numbers, to establish a robust network of licensed registered and experienced nurses (RN) advisors to perform continual Health Care Information Line (HCIL) customer information/advice services.

The HCIL is an overall term encompassing the Nurse Advice Line plus the automated library, after hour's notifications, and appointment setting/cancellations. The Nurse Advice Line refers to a nurse triage telephone service answering the advice phone number and providing assistance to the caller using a software-based algorithmic driven system. The HCIL services shall be performed through call center(s) arranged and located at the discretion of the contractor.

The contractor shall maintain updated Utilization Review Accreditation Commission (URAC) accreditation for the duration of the contract. The contractor shall be responsible for the establishing, maintaining, and the overall management of all telephone lines and numbers. These numbers shall be transferable at the needs of the Government; at the completion of the contract; and at no additional charge to the Government.

The HCIL shall be available 24 hours a day, 7 days a week, 365 days a year (24x7x365) to all MHS eligible, both TRICARE enrolled and non-enrolled, beneficiaries that are registered in MHS Defense Eligibility Enrollment Reporting System (DEERS) in Europe, Africa and the Middle East. The services provided by HCIL consist of health related advice, not diagnoses. HCIL services shall include, but not be limited to, a software-based, algorithm-driven system, nurse advisors, and an automated knowledge management tool containing pre-recorded audio health-related advice and guidance, with the primary objective to encourage self-care to the maximum extent possible without placing the beneficiary at risk.

The contractor shall maintain updated DoD Information Assurance Certification and Accreditation Process (DIACAP) for the duration of the contract, to include but not limited, to the performance of appointment setting/cancellation services for each participating Health Service Region (HSR) and/or MTF. The contractor shall make beneficiary's appointments as an add-on task to the normal nurse advice service, when required by the beneficiary. Each MTF participating in the appointment/cancellation task will provide contractor access to the clinic's on-line appointment settings during phase-in. CHCS access will be created, maintained and reviewed by the participating MTFs.

#### **1.1 Non-Personal Services**

This PWS identifies services that are strictly non-personal in nature.

#### **1.2 Severable / Non-Severable Services**

This PWS identifies services that are severable in nature.

#### **1.3 Inherently Governmental Functions**

This requirement has been reviewed and contains no services that are inherently governmental functions.

#### **1.4 Acquisition Functions Closely Associated with Inherently Governmental Functions**

This PWS identifies acquisition functions that are closely associated with inherently governmental functions as defined in Section 804 of the FY 2005 National Defense Authorizations Act. Appropriate military or civilian personnel of the Department of Defense cannot reasonably be made available to perform these functions. However, appropriate military or civilian personnel of the Department of Defense will: (1) oversee Contractor performance of the contract; and (2) perform all inherently governmental functions associated with the functions to be performed under the contract.

### **2.0 PERFORMANCE WORK STATEMENT (PWS)**

#### **2.1 Task Management**

The Contractor shall provide sufficient management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single manager to oversee this task and supervise staff assigned to this task. The Contractor shall ensure that a Monthly Progress Report is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task.

##### **2.1.1 Monthly Progress Report (MPR) – Deliverable 2**

The Contractor shall ensure that a MPR is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task (**Deliverable 2**), in accordance with the format located at: <http://www.tricare.mil/tps/MonthlyProgressReport.doc>

Contractors shall be required to submit a copy of Section 4.0, cost reporting template, to COD-FC. The completed cost report templates shall be emailed to [invoicedelivery@tma.osd.mil](mailto:invoicedelivery@tma.osd.mil).

The MPR shall include the labor hours expended, by labor category, for each task and sub-task.

The Contractor shall require all subcontractors to provide input to the MPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor.

### 2.1.2 Subcontractor Expenditures Plan – Deliverable 3

The Contractor shall prepare and deliver a Subcontract Expenditures Report (**Deliverable 3**) that discloses actual subcontract expenditures by company name, business size standard (i.e. Woman Owned Business, Veteran Owned Business, etc.), and other socioeconomic programs (i.e. Indian Incentive Program, Historically Black Colleges and Universities and Minority Institutions, etc.). The Contractor shall prepare and deliver a Subcontract Expenditures plan in compliance with the interim rule's amending DFARS Parts 215 (Negotiated Contracts), 231 (Cost Principles) and 252 (Solicitation and Contract Clauses) in Exhibit 9, (The interim rule's requirements apply whenever an offeror or potential subcontractor at any tier intends to subcontract more than 70 percent of the work to be performed under the prime contract or subcontract to a lower-tier subcontractor).

### 2.1.3 Transition Support

#### a. Incoming Transition Plan– Deliverable 4

In accordance with this PWS the Contractor shall provide a plan for 90 days incoming transition from contract to contract. During this 90-day period, the Contractor shall initiate and maintain Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), disclose and process the required information security necessary to obtain the certification, including the Interim Authorization to Operate (IATO) and the Plan of Action and Milestones (POA&M). The contractor shall coordinate with OASD (HA) MHS/TMA Information Assurance Office of CIO, the TAO-EA Designated Approving Authority (DAA), and CACI Team Management, at the time of award, to establish milestones, security controls, required resources and mitigation risks assessments. The incoming transition plan shall also identify the administration of the personnel certifications, security clearances and all related approvals for each task to be performed by the Prime and by the Subcontractor, to include Health Insurance Portability and Accountability Act (HIPAA) regulation compliance ensuring that regulatory requirements related to the SOW tasks are continuously met. Upon completion of required certification and accreditation and during the Government designated transition period, the incoming Prime Contractor shall coordinate and work with the Subcontractor and with the OASD (HA) MHS/TMA Information Assurance Office of CIO, for a seamless transition. The Contractor shall collaborate with the Government to develop and deliver an Incoming Transition Plan (**Deliverable 4**). The Government will designate a transition period for the incoming Contractor to coordinate and work with the incumbent Contractor. This transition plan shall include, but is not limited to:

- Processes to obtain Information Security certification and accreditation (DIACAP), in coordination with the OASD (HA) MHS/TMA Information Assurance Office of CIO
- Processes, including POA&M, to obtain Interim Authorization to Operate (IATO),
- Coordination with Government representatives (DAA)
- Processes to insure Health Insurance Portability and Accountability Act (HIPAA) regulation compliance,
- Personnel data system training, certifications and security clearances,
- Review, evaluation and transition of current support services, to include Contractor establishment and maintaining of toll free dedicated telephone lines and numbers, including international toll free lines and

numbers per Table 2.2.1.3-2 to service TRICARE -Eurasia-Africa HCIL regions within the established timeframes,

- Transition of historic data to new contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Distribution of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Applicable TMA briefing and personnel in-processing procedures,
- Coordinate with the Government to account for government keys, ID/access cards, and security codes.

**b. Option Item: Outgoing Transition Plan – Deliverable 5**

In accordance with this solicitation, the Contractor shall provide a plan (**Deliverable 5**) for 30 days outgoing transition for transitioning work from an active contract to a follow-on contract/order or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from the contract and/or orders issued under the contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and uncompiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Disposition of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
- Applicable TMA debriefing and personnel out-processing procedures.

- Turn-in of all government keys, ID/access cards, and security codes.

#### 2.1.4 Program Management Plan – Deliverable 6

The Contractor shall develop a Program Management Plan (**Deliverable 6**) that shall require Government approval. It will be used to manage, track and evaluate the Contractor's performance. The Program Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution and tracking.

The Program Management Plan shall include the following:

- Identification of milestones where Government information/activity is required and timeline dependencies for subsequent Contractor activities;
- The Contractor's plan to coordinate with the OASD (HA) MHS/TMA Information Assurance Office of CIO, the TAO-EA Designated Approving Authority (DAA), and CACI Team Management, to meet all DOD Information Assurance accreditation and certification requirements (DIACAP, IATO, POA&M), requirements pertaining to Data Use Agreements, Authorization to Operate (ATO), and personnel clearances to access DOD data systems.
- The Contractor's plan for obtaining patient encounter data from several sources including ALTHA and the TRICARE Operations Center (TOC) portal (<http://mytoc.tma.osd.mil/Enroll/toc/EnrollmentReport.htm>) in compliance with security requirements. Common access cards (CAC) access to ALTHA is approved by each MTF.
- The Contractor's plan for obtaining and maintaining HCIL minimum Qualifications and Standards, including URAC accreditation in support of the contract requirements.
- The Contractor's plan for establishing and maintaining toll-free, and dedicated telephone lines and numbers, including international toll free lines and numbers per Table 2.2.1.3-2 to service TRICARE -Eurasia-Africa HCIL regions within the established timeframes,
  - a) For Germany, United Kingdom, & Italy regions: All lines shall be fully operational at a 98% quality standard on the first day of the required period of performance.
  - b) All other regions: All lines shall be fully operational within 90 calendar days after contract award. Once contractor identifies a line as operational, the 98% quality standard will be in effect on the first day the site (toll free number) is operational.
  - c) The dedicated lines shall provide toll-free uninterrupted services 24/7/365 days per year and shall be accessible from both land line and cellular telephones for each country serviced. These numbers shall be transferable at the option of the Government, at the completion of the contract at no additional charge to the Government.
- An Integrated Master Management Plan (IMMP) describing the Contractor's overall management approaches, policies and procedures including suggested project metrics; and,
- A detailed staffing plan.

The Program Management Plan shall be due five (5) calendar days after the award of the order.

#### 2.1.5 Quality Control Plan – Deliverable 7

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the offeror's proposal and will be updated upon award (**Deliverable 7**). The QCP shall document how the Contractor will meet and comply with the quality standards established in this statement of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the

Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

#### **2.1.6 Contingency Operations Plan – Deliverable 8**

The Contractor shall prepare and submit a Contingency Operations Plan to the Government. The Contingency Operations Plan shall be due ten (10) calendar days after the award of the order, and shall be updated on a quarterly basis (Deliverable 8). The Contingency Operations Plan shall document Contractor plans and procedures to maintain TMA support during an emergency. The Contingency Operations Plan shall include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- Planned temporary work locations or alternate facilities
- How the Contractor will communicate with TMA during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate:
  - Telephone numbers
  - E-mail addresses
- Procedures for protecting Government furnished equipment (if any)
- Procedures for safeguarding sensitive and/or classified Government information (if applicable)

#### **2.1.7 Operations During Emergency Situations**

Individual contingency operation plans shall be activated immediately after determining that an emergency has occurred, shall be operational within twelve (12) hours of activation, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the contract is terminated, whichever comes first. In case of a life threatening emergency, the COR will immediately make contact with the Contractor Task Managers to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Task Manager shall promptly open an effective means of communication with the COR and verify:

- Key points of contact (Government and Contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential work products expected to continue production by priority

The Contractor Task Manager, in coordination with the COR, shall make use of the resources and tools available to continue TMA contracted functions to the maximum extent possible under emergency circumstances. The Contractor shall obtain approval from the COR and Contracting Officer prior to incurring costs over and above those allowed for under the terms of the contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of the contract.

#### **2.1.8 Contractor Personnel Performance/Replacement**

Substitutions of proposed Program/Task Manager (s), whether for the prime and/or the subcontractor (s) shall not be allowed for a period of six months after award, except under extreme circumstances. Any substitution or replacement of these personnel shall have qualification equal to or greater than the individuals proposed. For

temporary and/or permanent replacement of Program/Task Manager (s), the Contractor shall provide a resume for each individual to the COR. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. The Government reserves the right to pre-approve any replacement or substitution of these personnel. Contractor personnel must submit necessary information to be issued a clearance prior to reporting for performance.

## **2.2 Program Management Support Services**

### **2.2.1 Specific Tasks**

#### **2.2.1.1 DIACAP Certification**

The Contractor shall coordinate and disclose all necessary information security data with the OASD (HA) MHS/TMA Information Assurance Office of CIO and the TAO-EA Designated Approving Authority (DAA) to obtain DIACAP certification in order to meet all DOD Information Assurance accreditation and certification requirements [http://www.tricare.mil/tmis\\_new/IA.htm](http://www.tricare.mil/tmis_new/IA.htm). The Contractor shall assume responsibility for all tasks in the PWS at the end of the 90-day transition period. This will include the Data Use Agreements (DUA), Interim Authorization to Operate (IATO), the Plan of Action and Milestones (POA&M), and personnel clearances to access DOD data systems. The Interim Authorization to Operate must be obtained prior to obtaining access to Government data systems and patient information.

##### **2.2.1.1.1 Program/System Security**

The Contractor shall identify as security-critical those core items (hardware, software, or business process) whose failure could lead to a breach of system security. For each risk identified, the Contractor shall develop a security assurance strategy to ensure that the requirements, design, implementation, and operating procedures for the identified product minimize or eliminate the potential for breaches of system security. The Contractor shall record the strategy in the Security Management Plan (**Deliverable 12**), implement the strategy, and produce evidence, as part of required software products, that the security assurance strategy has been carried out.

##### **2.2.1.1.2 Certification and Accreditation Support**

The Contractor shall provide documentation, data, and access as required to any components of federal information systems that it supports to assist the Government in attaining Certification and Accreditation in accordance with OMB Circular A-130, "Management of Federal Information Resources." All Contractor personnel working on government networks, to include Subcontractor personnel shall complete the ADP Security package and shall be approved for working information systems. Additionally, the Contractor shall provide documents, data, and access as required for any systems the Contractor supports that undergo major changes and require recertification. Further, the Contractor shall provide access to documents, data, and facilities as required for annual systems reviews.

**2.2.1.2** The contractor shall furnish all non-personal services, labor, materials, equipment, facilities and transportation including, but not limited to, the costs for printing, packaging, mailing and toll free telephone lines and numbers, to perform the task of a continual Health Care Information Line (HCIL) and an established robust network of licensed registered and experienced nurse (RN) advisors for all MHS Defense Eligibility Enrollment Reporting System (DEERS) eligible beneficiaries within the TAO region of responsibility. MTF sites to be covered in this PWS are listed in Table 2.2.1.2-1. All printed material shall contain the current name of TRICARE Eurasia-Africa.

Table 2.2.1.2-1

HCIL MTF Locations- TRICARE -Eurasia-Africa				
<b>Army</b>				
Landstuhl, GE	Baumholder, GE	Bamberg, GE	Kleber-Kaserne, GE	Wiesbaden, GE
Heidelberg, GE	Hohenfels, GE	Illesheim, GE	Katterbach, GE	Coleman Brks, GE
Vilseck, GE	Brussels, BE	SHAPE, BE	Mannheim, GE	Stuttgart, GE
Grafenwoehr, GE	Schweinfurt, GE	Vicenza, IT	Livorno, IT	
<b>Air Force</b>				
Bitburg/Spangdahlem, GE	Ramstein, GE	Sembach, GE	Geilenkirchen, GE	Croughton/Fairford, UK
Menwith Hill, UK	Upwood, UK	Lakenheath, UK	Incirlik, TK	Lajes Field, Azores
Aviano, IT				
<b>Navy</b>				
Naples, IT	Gaeta, IT	Sigonella, IT	Capodichino, IT	Souda Bay, GR
St. Mawgan, UK	Rota, SP	Bahrain Clinic		

**2.2.1.3 HCIL Operations.** The contractor shall provide HCIL services that provide information and recommendations to beneficiaries guiding them towards available options or medical interventions and/or general healthcare information, as needed. The contractor shall provide services in compliance with URAC standards as well as maintain URAC accreditation for the duration of the contract. Paragraph 7.3 lists the Exhibits providing specific information regarding current data, reports, appointing protocols, sample marketing kits, and voice scripts. All marketing material shall be provided in draft to the COR thirty days prior to printing and release. Examples of URAC standards are: service option from initial ring to Registered Nurse (RN) acknowledgement; availability 24 hours day, 7 days a week for 52 weeks per year; average call response time from initial ring to RN acknowledgement; and Caller Abandonment IAW industry best practices for Health Care advice lines; callers shall not be placed on hold for longer than industry or URAC standards. HCIL services shall include:

a) Nurse Advice Line- Nurse Advice Line services shall be software-based, algorithmic-driven. Services shall be performed as a commercial best practice incorporating rules-based, algorithmic standards and protocols in conformance with MHS standards and procedures. Nurses shall have consultation access to a Board Certified Physician with post residency experience available 24/7, 52 weeks per year. Services shall be made available to all MHS eligible, enrolled and non-enrolled beneficiaries. Nurse Advice Line shall have the ability to respond to callers in English and Spanish at all locations.

b) Primary Care Manager (PCM) After Hours Notification. The service is required by participating PCM/MTF requesting to be notified when assigned beneficiaries have utilized HCIL services. For each participating MTF, the Government will provide access to the PCM after-hours-notification processes and protocols. Contractor shall provide support after normal business hours (weekdays when individual MTFs are closed –weekends and holidays).

c) Automated library of healthcare information. The contractor shall provide an automated knowledge management tool containing pre-recorded audio health-related advice and guidance with the primary objective of encouraging self-care to the maximum extent possible without placing the beneficiary at risk. HCIL services shall provide information and recommendations to beneficiaries guiding them towards available options or medical intervention and/or general healthcare information as needed, to include but not be limited to, provider or customer services benefits referral. A sample of the automated library message can be found in Exhibit 1.

d) Appointment setting services. For each participating Health Service Region (HSR) and/or MTF, the contractor shall make beneficiary's appointments as an add-on task to the normal nurse advice service, when required by the beneficiary and as funded by the government. Each MTF participating in the appointment/cancellation task will provide contractor access to the clinic's on-line appointment settings during phase-in. CHCS access will be created, maintained and reviewed by the MTFs.

e) Appointment Setting Guidelines. Specific appointment rules, including any codes and time/day restrictions, shall be negotiated between the contractor and each of the participating MTFs. A sample of these protocols can be found in Exhibit 6.

f) Appointment Cancellations/Rescheduling. For each participating HSR and/or MTF, the contractor shall make the cancellation/rescheduling of medical appointments generated as follow-on to the nurse triage, a distinct available option in the phone tree menu. The government will provide contractor access to the clinic's on-line appointment settings during phase-in. CHCS access will be created, maintained and reviewed by the MTFs.

g) As part of the HCIL operations, the contractor shall ensure effective communications with the Government providing the following adjunct services:

g.1) Reporting Tools-The contractor shall provide various electronic reports in support of the Government's requirement for data that is searchable, sortable and able to be manipulated and which contains the minimum data requirements of the contract. See paragraph 2.2.1.6.

g.2) Beneficiary Satisfaction Surveys -- The contractor shall develop and measure beneficiary satisfaction with the HCIL services. Employing an independent third party contractor, the contractor shall measure and report findings of beneficiaries satisfaction using phone-based, random-sample statistically significant surveys that follow industry standard practices. Surveys shall be conducted annually for at least 3,000 beneficiaries per option period and shall contain, at a minimum, the following criteria:

g.2.1) Random sample of callers by telephone 2-4 weeks post NAL call.

g.2.2) Attempt to contact survey candidates up to six times, on different days of the week and at different times of day.

g.2.3) The average length of the survey interview shall be 4-5 minutes.

g.2.4) Survey questions shall be focused on satisfaction with NAL service, and level of medical service used after NAL calls.

g.2.5) Survey responses shall be recorded using a Likert or similar scale for measuring satisfaction

h) Beneficiary Communication and Education Plan- The contractor shall develop and submit to the Government an annual plan in support of para. 2.2.1.3 (Deliverable 9);

j) "Information Kits"- The contractor shall develop and produce information kits directed to beneficiaries in the use of the HCIL. These information kits shall be distributed semi-annually to the TRICARE Service Centers located at each MTF. All printed material shall contain the current name of TRICARE Eurasia-Africa (see table 2.2.1.3-1). Information kits shall include, but not limited to, member guide, member card, magnet, and mailing envelope.

k) "User's Guide"- The contractor shall develop and produce a "User's Guide" (see Table 2.2.1.3-3) with the objective of highlighting the purpose, use, and process associated with the HCIL to include an information video/DVDs and associated information. The video shall give an overview of the NAL service to include graphics and other visual aids to explain and provide "how to" examples for multiple audiences, patients and health care professionals. The Government shall own all rights and licensing agreements to images, templates, videos/DVDs, audio and the "User's Guide" kit. All printed material shall contain the current name of TRICARE Eurasia-Africa kit, (see Table 2.2.1.3-3). The contractor shall provide the kits to each of the MTF commander's office in Table 2.2.1.2-1.

Table 2.2.1.3-1

Sample "Information Kit"/Booklet	
English Language	Spanish Language
Member Guide	Member Guide
Member Card	Member Card
Toll Free Numbers listing	Toll Free Numbers listing
Telephone Sticker and	Telephone Sticker and
Magnet with toll free numbers- (TAO-EA + Contractor Logo)	Magnet with toll free numbers-(TAO-EA + Contractor Logo)

Table 2.2.1.3-2

Country	ASIT (International 800) Number	"Local" toll free number	UIFN Phone #	International Country Codes
Portugal	800-800-128 then 1-888-866-7943		00800 4759 2330	351
Bahrain	888-475-9233 **			973
Belgium	0800-71920	0800 801 49*		32
Germany	0800-825-1600		00800 4759 2330	49
Greece	008-001-1815-3044**			30
Italy	800-877660	800 788847*		39
Netherland	0800-0227944		00800 4759 2330	31
Spain	900-93-1193		00800 4759 2330	34
Turkey	00-800-13815-9042**			90
United Kingdom	0800-896409		00800 4759 2330	44

\* Note: During previous testing process with the Universal Free Phone numbers (UIFN), AT&T found that the UIFN number wasn't always reliable in Italy and Belgium with cell phones. Due to that, AT&T set up a "local country 800#" for Italy and Belgium cell phone users. This situation is current as of October 2010.

\*\*Note: Due to service issues in the countries of Bahrain, Greece and Turkey, users are not able to access the UIFN. Additionally, as of March 2009, AT&T is not able to acquire a local country 800# for free cell phone usage. The AT&T International 800 numbers listed are active for use.

Table 2.2.1.3-3

Users Guide Kit/Booklet	
English Language	Spanish Language
Member Guide	Member Guide
Sample Member Card	Sample Member Card
Toll Free Numbers listing	Toll Free Numbers listing
Video/DVDs	Video/DVDs

2.2.1.4 **HCIL Emergency Case Procedures:** In accordance with commercial and URAC standard practices, the contractor shall provide at a minimum, services as following:

When experiencing a life or limb threatening illness, the Nurse Advisor shall:

- i) Alert a second nurse to assist, remain on the line maintaining direct contact with the caller and attempt to

obtain as much information regarding the caller's identification and location as possible.

ii) The second nurse will note the caller's name, location and phone number, as they become available; dial the listed 24/7 emergency number (military police or designated facility); notify the military police or designated facility of the emergency situation including the caller's name and current location, caller's phone number, and information regarding the crisis situation

iii) The military police or designated facility will take over the call and determine action plan necessary. Record the time, agency and name/badge of the individual with whom they spoke and agency actions planned to take.

iv) The first nurse will remain on the line with the caller until there is an established plan identified with the military police or designated facility, while offering support to the caller.

Specific contact numbers will be provided to the Contractor at time of award

**2.2.1.5 Personnel.**

**2.2.1.5.1 Employees.** The contractor shall not employ persons to work on the contract if such employee is identified by the Commanding Officer as a potential threat to the health, safety, security, general well being or operational mission. Nurses shall be US licensed Registered Nurse (RN) in accordance with URAC Case Management qualifications.

**2.2.1.5.2** The contractor shall not employ any person who is an employee of the US Government, either military or civilian, unless such person seeks and receives prior approval according to DoD Directive 5500.7 Standards of Conduct.

**2.2.1.5.3** The contractor shall ensure that all personnel performing appointment setting services are in compliance with ADP clearance requirements prior to accessing any military IT systems. Current DoD and MHS DIACAP policies apply to contractor systems operated on behalf of the Department of Defense that receive, process, store, display, or transmit DOD information, regardless of classification or sensitivity.  
<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

**2.2.1.6 Data Requirements:** The Contractor shall prepare and submit in addition to the monthly status reports a report in accordance with Table 2.2.1.6-1, (**Deliverable 10**), that includes but is not limited to, identifying key relevant activities/ accomplishments, issues, deliverable status, data, cumulative number of calls received per month under the HCIL, caller hold times, caller compliance report and phone line outage.

Table 2.2.1.6-1

	Report Name	Description
1	Phone Encounter by Type	Reason for call (Illness/Info/Referral) as a percentage
2	Telephone Activity	Calls Offered vs. Calls Handled
3	Algorithm Triage (Summary)	Triage category (Urgent care/Speak to provider/etc) as a percentage
4	Call Outcomes	Caller Pre-intent (Seek ER care) vs. Nurse Recommendation with Post-Intent info (Caller agree/disagree with recommendation)
5	Algorithm Utilization Summary	Adult vs. Peds vs. Women's Health
6	Top 10 Algorithms (Summary)	Top 10 by frequency (Peds vomiting/cough/etc)
7	Top 10 Algorithm (Adult Detail)	Top 10 by %
8	Top 10 Algorithm (Peds Detail)	Top 10 by %
9	Top 10 Algorithm (Women's Health)	Top 10 by %
10	Call Frequency by Day of Week and Time of Day	Day of Week / Time of Day/Hour Interval
11	Top 10 Information Database Topics	Access to Information Topic displayed as %
12	Percentage of Callers triaged higher/lower/same as pre-intent (see #4)	

13	Call rate	Calls/population (usually x/1000 members/month)
14	Call Demographics	Type of call, time/date of call, caller information, beneficiary category
15	Beneficiaries Compliance	Type of call, time/date of call, caller information, beneficiary category, advice.
16	Appointment Setting, Cancellation, and Reappointment;	Number of appointments booked, time of day, day of the week, category of care booked; Number of appointments cancelled, time of day, day of the week, category of care; Number of previously cancelled appointments that are rebooked for appointment

**2.2.1.7 Hours Of Operation.** Twenty-four hours a day, seven days a week, three hundred and sixty-five days a year (24x7x365), including all US holidays.

**2.2.1.8 Official Government Database files:** TAO-EA will provide the contractor access to the official web-based database files identifying all beneficiaries under TRICARE Area Office -Eurasia-Africa who are eligible to receive contract services. This data will be extracted from numerous government databases including the Composite Health Care System (CHCS) and the Defense Enrollment Eligibility Reporting System (DEERS). This data is the property of the U.S. Government and shall not be used for any purpose outside the execution of the contract. The data will be provided to the Contractor in electronic format.

**2.2.1.9 Consultative Transfer of Appropriate HCIL Calls.** Method for providing consultative transfer to the MTF for all calls. This shall include a three-way conference call to the appropriate office, (appointment desk, PCM office, after hour's desk) at the MTF.

**2.2.1.10 Operational plan:** The Contractor shall identify its approach (**Deliverable 11**) to be fully operational within the timeframes as identified in paragraph 2.1.7 and 2.2.1.3 of the contract. The approach shall describe the ability to provide near seamless transition from both a beneficiary, provider, and a program management perspective. Contractor shall take-over all current toll-free lines per Table 2.2.1.3-2. For complete operation and maintenance as required by the contract the Contractor shall coordinate the transition of the lines with the incumbent contractor.

**2.2.1.11 Records.** All contractor records of inspections are the property of the Government and shall be available to the Government during the life of the contract and turned over to the Government on final payment to the contractor.

**2.2.1.12 Caller compliance:** The contractor shall submit within the Monthly Task Progress Report, (**Deliverable 2**) a narrative summary of the tasks performed during the pertinent month NLT 10 calendar days after the end of the preceding month

**2.2.1.13 Lot OF 1000 Calls (CLIN 1002 and corresponding CLINS in option years):** The contractor shall notify the COR within 3 calendar days when calls reach 80% of the total number purchased, to provide sufficient time to fund and purchase additional quantities if required. Contractor acceptance of calls in excess of the quantities purchased is at the contractor's risk and cost. (**Deliverable 14**)

**2.2.1.14 Technical Definitions**

Table 2.2.1.14-1

Abbreviation	Definition
<i>Military Health System (MHS) Beneficiary</i>	<i>Any individual who is eligible to receive treatment in a Military Treatment Facility (MTF). The categories of MHS beneficiaries shall be broadly interpreted unless otherwise specifically restricted. (For example: Authorized parents and parents-in-law are not eligible for TRICARE purchased care, but may receive treatment in an MTF (on a space available basis) and may access the TRICARE HCIL.</i>
<i>Member</i>	<i>Individuals enrolled in Defense Eligibility Enrolled Reporting System (DEERS)</i>

<i>Enrolled Beneficiary</i>	<i>An MHS eligible beneficiary who is registered on DEERS and who is enrolled in TRICARE Prime, including Active Duty Service members.</i>
<i>Non-enrolled Beneficiary</i>	<i>An MHS eligible beneficiary who is registered on DEERS and not enrolled in TRICARE Prime.</i>
<i>HCIL</i>	<i>Health Care Information Line</i>
<i>MTF</i>	<i>Military Treatment Facility, to include large hospitals and small clinics.</i>
<i>HSR</i>	<i>Health Service Region</i>
<i>URAC</i>	<i>Utilization Review Accreditation Commission (also known as the American Accreditation Health Care/Commission): A non-profit charitable organization founded in 1990 to establish standards for the managed care industry. URAC's broad-based membership includes representation from all the constituencies affected by managed care — employers, consumers, regulators, health care providers, and the worker's compensation and managed care industries. Member organizations of URAC participate in the development of standards, and are eligible to sit on the Board of Directors. <a href="http://www.urac.org/">http://www.urac.org/</a></i>
<i>ALTHA</i>	<i>Armed Forces Longitudinal Technology Application (formerly Composite Health Care System II). This system serves as the means by which appointing is performed for all Military Treatment Facilities and for the Health Care Information Line. Upon award of a contract, the contractor will need to become registered by the Government for approved use of this system.</i>
<i>MEPRS/MEWACS</i>	<i>The Medical Expense &amp; Performance Reporting System (MEPRS) is the standard cost accounting system for the Military Health System (MHS), containing Tri-Service financial, personnel, and workload data from reporting medical and dental treatment facilities worldwide. (<a href="http://www.meprs.info/">http://www.meprs.info/</a>) The MEPRS Early Warning and Control System (MEWACS) is used to determine the cost per outpatient visit. MEWACS is refreshed monthly, with up to 24 fiscal months of MEPRS data. Each month an updated MEWACS workbook is posted on the web for downloading. The MEWACS website to download these data can be located at <a href="http://www.meprs.info/mewacsxls.cfm">http://www.meprs.info/mewacsxls.cfm</a>.</i>

## 2.2.2 Studies and Analysis

2.2.2.1 The Contractor's Management plan shall include, but not be limited to, a data analysis report (**Deliverable 13**), describing patient usage of, and compliance with, Health Care Information Line, and the impact of the program. This report must include, but not limited to, the following items:

- Appointment Center Encounters
- Patient Encounter Actions
- Caller/Patient Compliance
- Comparison of Caller Pre-intent vs. Nurse Recommendation
- Comparison of Caller Pre-intent, Nurse Recommendation, and Patient Encounter Action
- Non-compliance Rate
- Return on Investment
- MEPRS Early Warning and Control System (MEWACS) Cost for (Medical Expense & Performance Reporting System Codes (MEPRS)
- Cost of Care, Caller Pre-Intent vs. Nurse Recommendation vs. Patient Action
- Aggregate Cost of Care, Caller Pre-Intent vs. Nurse Recommendation vs. Patient Action
- Beneficiary Distribution
- Call Volume by Geographic Sub-region

Distribution of Caller Age  
Pilot studies Progress Reports

The Medical Expense & Performance Reporting System (MEPRS) is the standard cost accounting system for the Military Health System (MHS), containing TRI-service financial, personnel, and workload data from reporting medical and dental treatment facilities worldwide, (<http://www.meprs.info/>). The MEPRS Early Warning and Control System (MEWACS) shall be used to determine cost per outpatient visit. MEWACS is refreshed monthly, with up to 24 fiscal months of MEPRS data. Each month an updated MEWACS workbook is posted on the web for downloading. The MEWACS website is located at <http://www.meprs.info/mewacsxls.cfm>.

See also Exhibit 4, Table 20 "Aggregate Cost of Care Caller Pre-Intent vs. Nurse Recommendation vs. Patient Action".

**2.2.2.2** The contractor shall utilize, for the purpose of data study, all electronic reports and system algorithm supporting the Government requirement for data, as described in § 2.2.1.3. The contractor data analysis shall include, but not be limited to, the study of the monthly reports in accordance with § 2.2.1.6 and Table 2.2.1.6-1

### **2.2.3 Records Management**

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), "Records Management, Administrative Procedures and Records Disposition Schedules," and Chapter 2 of the TRICARE Operations Manual.

## **3.0 INSPECTION AND ACCEPTANCE**

The Contracting Officer's Representative (COR) for the Contract is a Government official who has been delegated specific technical, functional and oversight responsibilities for the contract. The COR is designated in the COR appointment letter, issued by the Contracting Officer, and is responsible for inspection and acceptance of all services, incoming shipments, documents, and services.

### **3.1 Acceptance Criteria**

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards contained in the Performance Requirements Summary Matrix (Section 6.7.2) and all terms and conditions of the contract, including all modifications.

### **3.2 Contractor Payment Processing**

The Contractor is responsible for properly preparing, and forwarding to the appropriate Government official, the invoice and receiving report for payment. The Contractor shall invoice in accordance with the contract. The Contractor shall attach back up information to receiving reports for direct labor and Travel - Other Direct Costs (ODCs). Direct labor backup information shall reflect the person's name, job title and quantity of hours worked for each pay period at a minimum. Backup information for Travel ODCs shall list all elements of costs, such as travel breakout backup, including itinerary, dates of travel, name of employees traveling plus per diem costs shall accompany the receiving report. When the Wide Area Workflow – Receipt and Acceptance application is able to be used, it is the preferred method of submission. (See paragraph 3.3 below.)

### **3.3 Invoicing and Receiving Report Instructions – Fixed Price Contracts**

The Contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) for goods and services rendered under the contract. For fixed

price contracts, the WAWF 2 IN 1 format (for services), and the COMBO format (only for supplies or equipment), are the preferred methods of processing electronic invoices and receiving reports within TMA. Back up documentation (such as timesheets, etc.) can be included and attached to WAWF documents as requested by the responsible COR. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

Contractor personnel (WAWF Vendor role) shall self-register at the web site: <https://wawf.eb.mil/>, and be activated by the Contractor's designated Electronic Business Point of Contact. WAWF training is available on the internet at <http://wawftraining.com>.

The Contractor shall submit invoices for payment and initiate receiving reports every month.  
The Government shall process invoices for payment and associated receiving reports every month..

Prior to submitting the first WAWF-RA electronic form, Contractors should first coordinate with the assigned TMA COR.

When initiating documents within WAWF, Contractors must use the appropriate two-part TMA location code to include BOTH the Government Acceptor DoDAAC / Extension (Ext) fields and the Local Processing Office (LPO) DoDAAC / Extension fields as displayed within the WAWF application and illustrated below:

<u>Service Acceptor / Ext.</u>		<u>LPO DoDAAC / Ext.</u>	
HT0003	FTREUR	HT0003	FTREUR

#### 4.0 DELIVERABLES

##### 4.1 Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter and to the TAO-EA Quality Healthcare Operations office.

##### 4.2 Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

##### 4.3 Shipping

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

##### 4.4 Government Acceptance Period

The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default, unless prior to the expiration of the ten (10) work days the Government notifies the Contractor in writing to the contrary. The final submission should be deemed approved if the Government has not rejected it in 30 days.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

**4.5 Delivery Schedule Abbreviations**

The following abbreviations are used in the delivery/deliverable schedule:

Abbreviation	Definition
CO	Contracting Officer
COR	Contracting Officer's Representative
CS	Contract Specialist
DA	Days after
DACA	Days after contract award
DAEOM	Days after end of month
Days	Calendar Days unless otherwise specified.
E	Electronic Copy
H	Hard Copy
NLT	No Later Than
PWS Ref	Performance Work Statement Reference (paragraph number)

**4.6 Deliverable/Delivery Schedule**

A summary of deliverables follows. Copies are to be provided to the Government officials indicated in electronic file (E), and/or hard copy (H).

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 1	Attachment 2	Non-Disclosure Agreement	COR CO		1 1	Signed statements are due, from each employee assigned, <i>prior to performing ANY work on this task.</i>	
Deliverable 2	2.1.1 2.2.1.12	Monthly Progress Report	COR CO	1 1	1 1	NLT 45 DACA	NLT 15 <sup>th</sup> of each month
Deliverable 3	2.1.2	Subcontract Expenditures Report	CS CO COR	1 1 1	1 1	NLT 90 DACA	Quarterly thereafter. A final submission reflecting all expenditures on this order is due within 5 days of completion of the order.
Deliverable 4	2.1.3.a	Incoming Transition Plan	COR CO	1 1	1 0	Draft submitted with proposal. Final due 5 DACA.	Updated as required

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 5	2.1.3.b	Outgoing Transition Plan	COR CO	1 1	1 0	Due between 120 and 90 days prior to contract expiration, or when requested by the COR.	Updated as required
Deliverable 6	2.1.4	Program Management Plan	COR CO	1 1	1 0	Draft submitted with proposal. Final due 5 DACA.	Updated as required
Deliverable 7	2.1.5	Quality Control Plan	COR CO	1 1	1 0	Draft submitted with proposal. Final due 5 DACA.	Updated as required
Deliverable 8	2.1.6	Contingency Operations Plan	COR CO	1 0	1 0	NLT 10 DACA	Updated quarterly
Deliverable 9	2.2.1.2 and 2.2.1.3	Beneficiary Communication and Education Plan	COR CO	1 0	1 0	NLT 30 DACA	Updated Annually
Deliverable 10	2.2.1.6	Data Requirements	COR CO	1 0	1 0	Monthly	Monthly
Deliverable 11	2.2.1.10	Operational Plan	COR CO	1 0	1 0	NLT 5 DACA	
Deliverable 12	2.2.1.1.1	Security Management Plan	COR CO	1 0	1 0	Draft submitted with proposal. Final due 5 DACA.	Updated as required
Deliverable 13	2.2.2.	Studies and Analysis	COR CO	1 0	1 0	NLT 60 DACA and in Option 3	As required.
Deliverable 14	2.1.13	Lot OF 1000 Calls (CLIN 0003 and corresponding CLINS in option years	COR CO	1 1	1 0	Not Applicable	Within 3 calendar days when calls reach 80% of the total number purchased

5.0 CONTRACT ADMINISTRATION DATA

**5.1 Place of Performance**

The Contractor shall perform primary activity at the contractor's site.

**5.2 Other Direct Costs (ODCs)**

**5.2.1 Travel**

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. Costs for these expenses will be reviewed, certified and approved by the COR. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with regulations defined in FAR PART 31. The Contractor shall plan, to the maximum extent practicable, travel/visits to multiple sites, for those locations listed in Table 2.2.1.2-1, during any of the trip to Europe as estimated/indicated below:

From	To	Round Trip (Y/N)	# of Trips	# of People	# of Days
USA	Europe	Y	<ul style="list-style-type: none"> <li>• 2 Trips during each of the following periods of performance: Transition-In, Base Year, and Options 1, 2, and 3</li> <li>• 1 Trip during Option 4</li> </ul>	2	5

**5.2.2 Travel Outside of the U.S.**

This order includes activity that may require Contractor travel to destinations outside of the United States. The Contractor shall ensure that assigned participants allow sufficient lead-time to obtain valid passports, country clearances, and immunizations to support project activities. All travel outside of the U.S. required under this tasking shall be laid out in the travel matrix above.

**6.0 OTHER TERMS, CONDITIONS, AND PROVISIONS**

**6.1 Non-Disclosure /Non-Use Agreement – Deliverable 1**

The Contractor shall ensure that the Non-Disclosure/Non-Use Agreement (Attachment to PWS) (Deliverable 1) is signed by all staff assigned to or performing on this Task order before performing any work, including all subcontractors and consultants. The Non-Disclosure/Non-Use Agreement shall be cosigned by a corporate official (Contractor Task Manager or higher). The Contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other Contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

## **6.2 Protection of Information**

### **6.2.1 Dissemination of Information/Publishing**

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the TMA TM or the Contracting Officer. TMA approval for publication will require provisions which protect the intellectual property and patent rights of both TMA and the Contractor.

### **6.2.2 Contractor Employees**

#### **Contractor Identification**

The Contractor shall ensure that Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

#### **Attendance at Meetings**

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel make their Contractor status known during introductions. Meetings may occur at any of the sites listed in Table 2.2.1.2-1 or, at the direction of the COR, at locations selected by TRICARE Area Office Eurasia-Africa for workshops, training courses, symposiums and conferences.

#### **Use of Military Rank by Contractor Personnel**

Contractor personnel, while performing in a Contractor capacity, are prohibited from using their retired or reserve component military rank or title in all written or verbal communications associated with the contract under which they provide services.

### **6.4.3 Personally Identifiable Information (PII) and Protected Health Information (PHI)**

The TMA Privacy Office website at <http://www.tricare.mil/tmaprivacy/contract.cfm> contains guidance regarding Protected Health Information (PHI) and Personally Identifiable Information (PII).

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, "DoD Privacy Program," May 8, 2007, and DoD 5400.11-R, "DoD Privacy Program," May 14, 2007. The contractor shall also comply with federal laws relating to freedom of information and records management.

#### **Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007. The Contractor shall also comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable HIPAA amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of the contract, and that require expenditure of additional Contractor resources for compliance, may be considered "changes" and will be subject to the "changes" clause under the contract.

### **Breach Response**

DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, defines a breach as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected." Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at [PrivacyOfficerMail@tma.osd.mil](mailto:PrivacyOfficerMail@tma.osd.mil).

The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

### **Systems of Records**

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

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

### **Privacy Impact Assessment (PIA)**

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

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tma/privacy/downloads/PIA%20Determination%20Checklist%20Instructions.pdf>.

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

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at [pjmail@tma.osd.mil](mailto:pjmail@tma.osd.mil).

### **Data Use Agreement (DUA)**

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

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

To begin the DUA request process, the contractor should choose the applicable request template at <http://www.tricare.mil/tma/privacy/Templates.aspx>, or should contact [DUAmail@tma.osd.mil](mailto:DUAmail@tma.osd.mil). After receiving DUA approval, anyone needing access to information system applications or data sources must contact the responsible system program office. DUAs are active for one year, after which the TMA contractor must submit a renewal request or provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

#### **Privacy Act and HIPAA Training**

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

The Contractor shall ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on the contract, including subcontractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.disa.mil> or the current TMA learning management system (LMS) in place to deliver training to meet the above requirements. The Contractor shall ensure all employees and subcontractors supply a certificate of Privacy Act and HIPAA training completion to the Contracting Officer Representative (COR) within 30 days of being assigned to the Contract and on an annual basis based on the trainee's birth month thereafter.

#### **Records Management**

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), "Records Management, Administrative Procedures and Records Disposition Schedules," and Chapter 2 of the TRICARE Operations Manual.

#### **Freedom of Information Act (FOIA) Office**

TRICARE Freedom of Information Act Service Center procedures require a written request under FOIA to be addressed to the Freedom of Information Officer, TMA, 16401 East Centretech Parkway, Aurora, Colorado 80011-9066. The request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. No more than ten working days shall elapse after a request has been received by the Freedom of Information Officer before notification is sent that the request has been granted or denied. The administrative time limit for responding to FOIA requests does not begin until the request is received by TMA.

In response to requests received by contractors for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of TRICARE records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to TMA, ATTENTION: Freedom of Information Officer, for appropriate action. **Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized.** The contractor shall process requests by individuals for access to records about themselves under the Privacy Act procedures when those procedures are more advantageous to the requestor.

### 6.2.5 Business Associates

The TMA Privacy Office website at <http://www.tricare.mil/tmaprivacy/contract.cfm> contains standard contract clause language regarding Business Associates.

#### Introduction

In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

(a) **Definitions.** As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

*Individual* has the same meaning as the term "individual" in 45 CFR 160.103 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.

*Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.

*Electronic Protected Health Information* has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

*Required by Law* has the same meaning as the term "required by law" in 45 CFR 164.103.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

*Security Rule* means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

(b) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract.

(d) The Contractor agrees to use 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 in the execution of the contract.

(e) The Contractor shall, at their own expense, take action 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 Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

(f) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by the contract of which the Contractor becomes aware.

(h) The Contractor shall 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 the contract to the Contractor with respect to such information.

(i) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(j) The Contractor shall provide access, at the request of the Government, and in the time and manner reasonably 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.

(k) The Contractor shall 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, and in the time and manner reasonably designated by the Government.

(l) The Contractor shall 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 reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor shall 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.

(n) The Contractor shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause 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.

#### **General Use and Disclosure Provisions**

Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in

accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.

#### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Clause, 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.

(b) Except as otherwise limited in this Clause, 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.

(c) Except as otherwise limited in this Clause, 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).

(d) 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).

#### Obligations of the Government

##### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) The Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

(b) 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.

(c) 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.

#### Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) 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 clause.

#### Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of the contract.

(b) Effect of Termination.

(1) If the contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If the contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If the contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of the 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.

(3) If the 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 the 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.

#### **Miscellaneous**

(a) Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of the contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

#### **6.2.6 Public Key Infrastructure Authentication and Encryption.**

Contractors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication including authentication to DoD private web servers or applications. Where interoperable PKI is required for the exchange of unclassified information, including the encryption of e-mail containing sensitive information, between DoD and its Contractors, industry partners shall obtain all necessary certificates if they are not eligible for a DoD Common Access Card. (refer to <http://iase.disa.mil/pki/eca/> and <http://www.cac.mil/>)

#### **6.3 Access Requirements**

##### **6.3.1 Contractor access to HA/TMA Network/DoD Systems**

The Contractor will require access to the HA/TMA Network/DoD Systems to perform work under this task. See Attachment # 7 for instructions.

#### **6.4 Data Rights**

The Government will retain rights to all data produced in the course of developing, deploying, training, using and supporting TMA or other federal agencies that utilize this order.

#### **6.5 Quality Assurance**

The Government will review Monthly Progress Reports and will attend regular task performance review meetings with the Contractor to survey quality of products and services.

#### **6.5.1 Quality Assurance Surveillance Plan (QASP)**

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

#### **6.5.2 Reserved**

#### **6.5.3 Performance Evaluation Process**

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by TMA to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a contract. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or nonconcur to each CPAR. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

#### **6.6 Section 508 Requirement**

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of electronic and information technology (EIT) under the contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at [CFR part 1194](#).

### **7.0 APPLICABLE DOCUMENTS AND DEFINITIONS**

#### **7.1 Compliance Documents**

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this order:

- DoD Instruction 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP)
- Subchapter III of Chapter 35 of title 44, United States Code, "Federal Information Security Management Act (FISMA) of 2002"

- DoD Directive 8500.01E, "Information Assurance (IA)," Current Version
- DoD Instruction 8500.2, "Information Assurance (IA) Implementation," Current Version
- Guide to the Defense Information Infrastructure (DII) Common Operating Environment (COE) for the Military Health System (MHS), Current Version (<http://diicoe.disa.mil/coe/>)
- DoD Regulation 5200.2-R, DoD Personnel Security Program, Current Version ([http://www.dtic.mil/whs/directives/corres/pdf/d52002\\_040999/d52002p.pdf](http://www.dtic.mil/whs/directives/corres/pdf/d52002_040999/d52002p.pdf)).
- PL 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 (<http://aspe.hhs.gov/admsimp/pl104191.htm>)
- OMB Circular A-130, "Management of Federal Information Resources", 11/28/2000.
- Title 10 1102
- URAC accreditation for patient health care line services
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Electronic and Information Technology Accessibility Standards (36 CFR 1194)
- DoD Regulation 5200.2-R, "DoD Personnel Security Program," January 1987 DoD Regulation 5000.2-R, "Mandatory procedures for Major Defense Acquisition Programs (MDAP) and Major Automated Information System Acquisition Programs (MAISAPs)," June 10, 2001.

## 7.2 Reference Documents

The following documents may be helpful to the Contractor in performing the work described in this document:

- Defense Information Infrastructure (DII) Common Operating Environment (COE) Integration and Runtime Specification (I&RTS), Version 4.2, dated February 2002, and subsequent updates
- MHS Information Management (IM)/ Information Technology (IT) Strategic Plan, Sept 1999 (on TRICARE Web Site) and subsequent updates.
- MHS IM/IT Program Plan, Volume I and II, August 1996 (on TRICARE web site) and subsequent updates
- MHS Functional Area Model – Data (FAM-D) and subsequent updates
- MHS Functional Area Model – Data (FAM-A) and subsequent updates
- MHS Functional Area Model – Data (FAM-O) and subsequent updates
- Defense Data Dictionary System (DDDS) and subsequent updates
- MHS Automated Information System (AIS) Security Policy Manual, Version 1.0, April 1996 and subsequent updates
- MIL-STD 973, "Configuration Management," 11 Feb 2000 and subsequent updates
- NBS SP500-153, " Guide to Auditing for Controls and Security: A System Development Life-Cycle Approach," April 1988 and subsequent updates
- DODD 8320.1, "DOD Data Administration," Mar 1994 and subsequent updates
- DOD Manual 8020.1-M, Functional Process Improvement, 15 January 1993 and subsequent updates
- DOD Joint Technical Architecture, Version 3.0, January 28, 2000 (DISA web site) and subsequent updates
- MHS Office Automation Guidance, September 7, 2000 and subsequent updates
- MHS Personal Computer Hardware Requirements, September 7, 2000 and subsequent updates
- MHS Minimum Standard Notebook Hardware, September 7, 2000 and subsequent updates

### H-1 OCI

#### H-1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
  - (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
  - (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.
- b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information considered to be so valuable by its owner that it is held in secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.
- (1) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, or until such information is released or otherwise made available to the public, which ever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
  - (2) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.
- c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.
- d. Disclosures: If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer.
- e. Remedies and Waiver:
- (1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this solicitation/contract, the Government may terminate this

contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or the contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for the convenience of the Government if such termination is deemed to be in the best interest of the Government.

Modifications: Prior to contract modification, when the Performance Work Statement is changed to add new work or the period of performance is significantly increased, the Contracting Officer may require the Contractor to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

#### H-2 NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement. In the course of performance pursuant to this contract, the contractor may access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. In that event, the contractor shall agree that it will not use or disclose any such information unless authorized by the Contracting Officer's Representative (COR). The contractor shall further agree that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Contracting Officer's Representative (COR). The contractor shall protect information in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552, as amended). To that end, the contractor shall agree that each of its employees and others performing duties under this contract will sign the Non-Disclosure Agreement set forth on the following page.

**NON-DISCLOSURE AGREEMENT**

I, **(Individual Name)**, (hereinafter RECIPIENT), an employee of **(Company Name)**, a Contractor providing support services to TRICARE Management Activity and likely to have access to nonpublic information, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to TRICARE Management Activity under **(Contract Number)**; and

WHEREAS it is the intention of TRICARE Management Activity to protect and prevent access to and disclosure of nonpublic information, including but not limited to Planning, Programming, Budgeting and Execution (PPBE) information, to anyone other than employees of the United States Government and others who have a need to know, unless so authorized by the Contracting Officer's Representative; and

WHEREAS TRICARE Management Activity acknowledges that RECIPIENT will have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS RECIPIENT will be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS "nonpublic information" includes such information as PPBE information, proprietary information (e.g., information submitted by a contractor marked as proprietary), advance procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by TRICARE Management Activity under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the Contracting Officer's Representative in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

\_\_\_\_\_  
SIGNATURE AND DATE

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

## QASP

### Quality Assurance Surveillance Plan

#### Nurse Advice Line – OCONUS

## I. OVERVIEW

### Introduction

This Performance-based Quality Assurance Surveillance Plan (QASP) sets forth procedures and guidelines that the Office of the Secretary of Defense for Cost Assessment and Program Evaluation (CAPE) will use in evaluating the technical performance of the Contractor. A copy of this plan is incorporated in the task order so that the contractor will be aware of the methods that the Government will employ in evaluation performance on this project and address any concerns that the contractor may have prior to initiating work.

This QASP further clarifies the standards which will be employed by the Government in the inspection and acceptance of the services to be provided by the contractor. This is in addition to the requirements specified in Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative. This QASP is a “living document” and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities. **The Inspection of Services FAR Clause 52.246-4 applies, and take precedence in the event of any conflict between the requirements of those provisions and this QASP.**

### Purpose of the QASP

The QASP is intended to accomplish the following:

1. Define the roles and responsibilities of participating Government officials and outside experts;
2. Define the key deliverables which will be assessed;
3. Describe the rating elements and standards of performance against which the contractor’s performance will be assessed for each key deliverable;
4. Describe the process of quality assurance assessment; and
5. Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the contractor’s performance.

Each of these purposes is discussed in detail below.

### Roles and Responsibilities of Participating Government Officials

The following Government Officials will participate in assessing the quality of the contractor’s performance. Their roles and responsibilities are described as follows:

**Government Task Monitor (TM).** The TM is the individual within the Program Management function who has overall technical responsibility for this effort. The TME provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort.

**Contracting Officer's Representative (COR).** The COR will be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor on a day-to-day basis. The COR will also be responsible for completing the Quality Assurance Monitoring Forms that will be used to document the inspection and evaluation of the contractor's work performance on key deliverables. The COR's responsibilities and limitations are addressed in the provision entitled "Contracting Officer's Representative". Nothing in this QASP shall be construed to expand on the COR authority delineated in that provision. The COR and contractor's Project Director (PD) will establish and maintain a team-oriented line of communication in order to perform monitoring functions. The COR, CO and PD must work together as a team to ensure that required work is accomplished in an efficient and proper manner. Meetings should be held on a regular basis in order to resolve issues and concerns.

**Contracting Officer (CO).** The Contracting Officer will have overall responsibility for overseeing the contractor's performance. The Contract Specialist will be responsible for the day-to-day monitoring of the contractors' performance in the areas of contract compliance, contract administration, cost control, property control and reviewing the COR's assessment of the contractor's performance.

#### **Key Deliverables to Be Assessed**

The Government will use a quality-assurance review process to monitor the contractor's performance under this project. All tasks, including those not evaluated under the QASP (such as general requirements, Integrated Schedule, Integrated Status Report and the Monthly Reports) will be considered in the requisite annual evaluation of this contractor's performance. The COR will assess the contractor's performance across all task and deliverables.

#### **4. CONTRACT QUALITY REQUIREMENTS**

**4.1 Quality Program.** The Contractor's Quality Control Program requirements are defined the performance work statement. The Quality Control Program shall ensure the government receives the level of quality that is consistent with the performance standards specified the performance work statement.

#### **5. PERFORMANCE ASSESSMENT**

**5.1 Purpose.** This section details the general method(s) used to verify Contractor compliance with SOW requirements. The key elements of this process are the Contractor's quality program and Government identified Performance Objectives. The Performance Requirements Summary in the attached table dictates the task order level Performance Objectives. Individual task orders under the task order may include additional Performance Requirements specific to the task order. The procedures on how to document performance in a correct and effective manner are included below.

**5.2 Performance Assessment Approach.** To facilitate the performance assessment of the Contractor's quality program, the COR will verify Contractor compliance with the designated Performance Objectives. The intent of the performance assessment approach is to gain confidence in the Contractor's ability to provide satisfactory services and then adjusting the level of Performance assessment to a point that maintains confidence. This Performance assessment approach is subject to change based on the Contractor's performance. Methods of assessment or surveillance include, but are not limited to:

**5.2.1 100% Review** - This level of Review entails consideration of all performance requirements and deliverables established by and for the Performance Objective within a given timeframe.

**5.2.2 Random Monitoring** - Random monitoring consists of unspecified observations of some or all requirements and deliverables established by and for the Performance Objective within a given timeframe.

**5.2.3 Passive Monitoring** – Passive monitoring includes observations by other Government personnel to be substantiated by the COR, that relate to some or all requirements and deliverables established by and for the Performance Objective within a given timeframe. The handlings of complaints are included in this method of surveillance.

**5.3 Annual Review.** The COR will periodically review QASP Requirement Summaries, assess their applicability and recommend the addition or subtraction of Performance Requirement Summaries as conditions warrant. Any changes to the QASP will be subject to negotiation of a modification to the task order by the Contracting Officer.

**5.4 Special Audits.** The COR must be alert to conditions that would warrant a special quality audit. Any time the COR observes that a functional area is out of acceptable tolerance or that the technical expertise is not available, a request for a functional area quality audit should be addressed to the Contractor.

**5.5 Performance Assessment Folders.** A Performance Assessment Folder must be created and maintained by the COR. The folder will be maintained in hard copy. The Performance assessment folder must contain the following sections and may contain other sections or information that the COR finds pertinent or necessary.

**5.5.1 Section 1. Approved QASP.**

**5.5.2 Section 2. ACTIVITY LOG.** A chronological log of actions taken in the accomplishment of Quality Assurance by the Government based on assigned Performance Requirements. The purpose of this log is to provide a brief synopsis of an inspection of Contractor provided services or of a meeting with the contractor regarding performance in a given functional area. Documentation that supports activity log entries may be maintained in the RECORDS section of the Performance assessment folder. Also see Paragraph 7.2 regarding CPARS input.

**5.5.3 Section 3. CONTRACT.**

**5.5.4 Section 4. APPOINTMENT LETTERS.** This section shall include the COR's appointment letter and training certificates.

**5.5.5 Section 5. RECORDS.** A section used for filing all documentation associated with QA (e.g., Performance Assessment Log; correspondence, letters of interpretation from the CO and ACTIVITY LOG support documents).

**5.6 Performance Complaints.** When complaints are used as a method of performance assessment, the following should be completed by the COR:

- a. Advise the person(s) initiating the complaint of the type of service(s) that are to be provided by the Contractor per the task order.
- b. Gather all customer feedback.
- c. Conduct an investigation to determine the validity of any negative comments received. If the negative comment is not valid, inform the initiator(s) of the reason(s) why and carry on further correspondence if necessary. For valid negative comments, the COR will notify the Contractor to allow the opportunity for investigation and comment and/or rectification. The COR will determine appropriate documentation that may include annotations in the Activity Log, the Performance Assessment Log and/or other pertinent documentation included in the Records Section of the Performance Assessment Folder.
- d. Notify the initiator(s) of the corrective action taken by the contractor, if applicable.
- e. Conduct a trend analysis of validated negative comments if appropriate.

**5.7 Monthly Progress Reporting.** The contractors shall submit a monthly progress report to the COR and Contracting Officer. At a minimum, the monthly report shall address the following: the status of contractor effort towards achieving contract objectives for each task order; an abstract or summary of accomplishments in the period covered by the report; milestones for outstanding deliverables and project activities; technical and financial status; and significant issues or problems.

## **6. PERFORMANCE ASSESSMENT DOCUMENTATION**

**6.1 Performance Assessment Log.** The COR shall document performance assessment quarterly. The Performance Assessment Log is an official Government record of inspections of the performance objectives and other inspection items contained in this QASP.

**6.1.2 Contractor Performance Assessment.** The contractor shall submit a quarterly Performance Assessment to the COR and Contracting Officer. The Performance Assessment shall document the contractor's performance against each of the performance requirements specified in the attached table.

**6.1.3** The COR shall create a Performance Assessment Log. In developing the Performance Assessment Log, the COR shall consider the contractor's assessment. It shall contain the following items as a minimum:

**6.1.3.1** Performance Objectives. From the Performance Requirements Summary Matrix Table.

**6.1.3.2** Performance Standards. From the Performance Requirements Summary Matrix Table.

**6.1.3.3** Method of Performance Assessment. If inspections were conducted in accordance with the QASP, enter "IAW QASP." If the inspection method deviated from the procedures of the QASP, indicate what methods were used.

**6.1.3.4** Date Accomplished. Enter date accomplished to verify and track that the performance assessment was performed within a particular timeframe.

**6.1.3.5** Comments. Provide qualitative comments on the performance of the contractor for the specified period of performance based on the established performance standards. Comments shall be sufficient so as to provide meaningful and constructive feedback to the contractor, and shall, if appropriate, identify any incentives or disincentives that should be applied and the associated rationale.

**6.2.2** Completed Performance Assessment Logs will be maintained in the performance assessment folder until such time as they are requested by the Contracting Officer. At the completion of the PWS, the COR will contact the Contracting Officer for disposition instructions of the performance assessment records.

## **7. PERFORMANCE REPORTING REQUIREMENTS**

**7.1 COR Feedback to the Contractor.** The COR shall provide a copy of the Performance Assessment log upon completion to both the contractor and the Contracting Officer.

**7.2 Contractor Performance Assessment Reporting System (CPARS)** Items that are surveyed IAW this QASP may and should also be used as input to the CPARS. The COR should keep in mind that details of the inspections from the activity log can be used for this purpose. The inclusion of more detailed documentation of inspection results would be very helpful to the development of the CPARS. CPARS reporting shall be accomplished at the end of each contract period of performance. Interim reporting may be considered by the Contracting Officer due to exceptionally good or exceptionally poor performance, or at the request of the contractor.

**Performance Requirements Summary Matrix Table**

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Program Management	Provide professional, courteous, quality service to TAO-E, MTF personnel and TRICARE beneficiaries.	Number of complaints in a quarter.	No more than one complaint per quarter.	Direct observation, and written or oral complaints.	Past performance rating
Program Management	Establish a robust network of licensed, registered, and experienced (RN) nurse advisors.	Nurse advisors must be U.S. registered and licensed nurses with a minimum of 3 years experience as a Registered Nurse (RN)	99%	Periodic inspection of active RN resumes	Past performance rating
Customer Service	Plan, implement, control and monitor HCIL TRICARE Program support services	Effective & efficient management of TAO-E HCIL programs. URAC standard satisfaction at all time.	98%	Observation and 100% review of Reports.	Past performance rating
Automated Library	Health Care advice assistance is given to all beneficiaries.	Quality and Timeliness. URAC standard satisfaction at all time.	98%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Primary Care Managers Notification	Customer Service to all Participating facilities (PCMs)	Quality and Timeliness as referenced in § 2.2.1.13	90%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Phone line outages	URAC standard satisfaction at all time.	Quality and Timeliness as reference in § 2.2.1	99%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Deliverables (Reports)	All required reports, all required deliverables	Quality and Timeliness as referenced in schedule § 4.6	98%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Quality Control	Quality Control Plan monitoring & updating. Reporting Data	Quality and Timeliness as ref. in § 2.1.6	98%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Caller Compliance reports	Quality and Timeliness in accordance with URAC standard	Quality and Timeliness as reference in § 2.2.1	98%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating
Appointment Setting and Cancellation Report	Customer Service to all Participating facilities (PCMs)	Quality and Timeliness as ref. in § 2.2.1.11 & § 2.2.1.12	99%	Customer Satisfaction Surveys, Complaints and 100% review of Reports.	Past performance rating

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Nurse Advice Line (OCONUS) Transition-In FFP The Contractor shall provide Nurse Advice Line non-personal services for OCONUS in accordance with the Performance Work Statement (PWS). Period of Performance: July 1, 2011 - September 30, 2011 FOB: Destination PURCHASE REQUEST NUMBER: HT000311023281	3	Months	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT

ACRN AA  
 CIN: HT0003110232810001

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	Studies and Analysis-Transition In FFP The Contractor shall conduct studies and analysis in accordance with the Performance Work Statement (PWS). Period of Performance: July 1, 2011 - September 30, 2011 FOB: Destination PURCHASE REQUEST NUMBER: HT000311023281	1	Lump Sum	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT

ACRN AA  
 CIN: HT0003110232810002

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	Travel-Other Direct Costs-Transition In COST Period of Performance: July 1, 2011 - September 30, 2011 FOB: Destination PURCHASE REQUEST NUMBER: HT000311023281		Dollars, U.S.		(b)(4)
	ACRN AA CIN: HT0003110232810003			ESTIMATED COST	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1001 OPTION	Nurse Advice Line (OCONUS) - Base Year FFP The Contractor shall provide Nurse Advice Line (OCONUS) non-personal services in accordance with the Performance Work Statement. Up to 40,000 calls per 12 months period Period of Performance: October 1, 2011 - September 30, 2012 FOB: Destination	12	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1002 OPTION	Excess Phone Calls - Base Year FFP Lot of 1,000 calls Period of Performance: October 1, 2011 - September 30, 2012 FOB: Destination	1	Lot	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT (b)(4)  
*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1003 OPTION	Travel-Other Direct Costs-Base Year COST Period of Performance: October 1, 2011 - September 30, 2012 FOB: Destination		Dollars, U.S.		(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

ESTIMATED COST (b)(4)  
*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2001 OPTION	Nurse Advice Line (OCONUS)-Option 1 FFP The Contractor shall perform Nurse Advice Line (OCONUS) non-personal services in accordance with the Performance Work Statement (PWS). Up to 40,000 calls per 12 months period Period of Performance: October 1, 2012 - September 30, 2013 FOB: Destination	12	Months	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT

(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2002 OPTION	Excess Phone Calls-Option 1 FFP Lot of 1,000 calls Period of Performance: October 1, 2012 - September 30, 2013 FOB: Destination	1	Lot	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT

(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2003			Dollars, U.S.		(b)(4)
OPTION	Travel-Other Direct Costs-Option 1 COST Period of Performance: October 1, 2012 - September 30, 2013 FOB: Destination				<i>Information deemed exempt due to 5 USC 522(b)(4)</i>

ESTIMATED COST (b)(4)  
*Information deemed exempt due to  
5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
3001		12	Months	(b)(4)	(b)(4)
OPTION	Nurse Advice Line (OCONUS) -Option 2 FFP The Contractor shall provide Nurse Advice Line (OCONUS) non-personal services in accordance with the Performance Work Statement. Up to 40,000 calls per 12 months period Period of Performance: October 1, 2013 - September 30, 2014 FOB: Destination				<i>Information deemed exempt due to 5 USC 522(b)(4)</i>

NET AMT (b)(4)  
*Information deemed exempt due to  
5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
3002 OPTION	Excess Phone Calls-Option 2 FFP Lot of 1,000 calls Period of Performance: October 1, 2013 - September 30, 2014 FOB: Destination	1	Lot	(b)(4)	(b)(4)

*Information deemed exempt due to  
5 USC 522(b)(4)*

NET AMT (b)(4)  
*Information deemed exempt due to  
5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
3003 OPTION	Travel-Other Direct Costs-Option 2 COST Period of Performance: October 1, 2013 - September 30, 2014 FOB: Destination		Dollars, U.S.		(b)(4)

*Information deemed exempt due to  
5 USC 522(b)(4)*

ESTIMATED COST (b)(4)  
*Information deemed exempt due to  
5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4001 OPTION	Nurse Advice Line (OCONUS) -Option 3 FFP The Contractor shall provide Nurse Advice Line (OCONUS) non-personal services in accordance with the Performance Work Statement. Up to 40,000 calls per 12 months period Period of Performance: October 1, 2014 - September 30, 2015 FOB: Destination	12	Months	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT (b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4002 OPTION	Excess Phone Calls-Option 3 FFP Lot of 1,000 calls Period of Performance: October 1, 2014 - September 30, 2015 FOB: Destination	1	Lot	(b)(4)	(b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

NET AMT (b)(4)

*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4003			Dollars, U.S.		(b)(4)
OPTION	Travel-Other Direct Costs-Option 3 COST Period of Performance: October 1, 2014 - September 30, 2015 FOB: Destination				<i>Information deemed exempt due to 5 USC 522(b)(4)</i>
				ESTIMATED COST	(b)(4) <i>Information deemed exempt due to 5 USC 522(b)(4)</i>

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
4004		1	Lump Sum	(b)(4)	(b)(4)
OPTION	Studies and Analysis - Option 3 FFP The Contractor shall conduct studies and analysis in accordance with the Performance Work Statement (PWS). Period of Performance: October 1, 2014 - September 30, 2015 FOB: Destination				<i>Information deemed exempt due to 5 USC 522(b)(4)</i>
				NET AMT	(b)(4) <i>Information deemed exempt due to 5 USC 522(b)(4)</i>

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5001 OPTION	Nurse Advice Line (OCONUS) -Option 4 FFP The Contractor shall provide Nurse Advice Line (OCONUS) non-personal services in accordance with the Performance Work Statement. Up to 40,000 calls per 12 months period Period of Performance: October 1, 2015 - September 30, 2016 FOB: Destination	12	Months	(b)(4)	(b)(4) <i>Information deemed exempt due to 5 USC 522(b)(4)</i>

NET AMT

(b)(4)  
*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5002 OPTION	Excess Phone Calls-Option 4 FFP Lot of 1,000 calls Period of Performance: October 1, 2015 - September 30, 2016 FOB: Destination	1	Lot	(b)(4)	(b)(4) <i>Information deemed exempt due to 5 USC 522(b)(4)</i>

NET AMT

(b)(4)  
*Information deemed exempt due to 5 USC 522(b)(4)*

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5003 OPTION	Travel-Other Direct Costs-Option 4 COST Period of Performance: October 1, 2015 - September 30, 2016 FOB: Destination		Dollars, U.S.		(b)(4) <i>Information deemed exempt due to 5 USC 522(b)(4)</i>

ESTIMATED COST

(b)(4)  
*Information deemed exempt due to 5 USC 522(b)(4)*

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<u>CLIN</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government

DELIVERY INFORMATION

<u>CLIN</u>	<u>DELIVERY DATE</u>	<u>QUANTITY</u>	<u>SHIP TO ADDRESS</u>	<u>UIC</u>
0001	POP 01-JUL-2011 TO 30-SEP-2011	N/A	TRICARE AREA OFFICE-EUROPE MAJ SCOTT STOKOE TRICARE AREA OFFICE - EUROPE APO AE 09136 011-49-630-267-6316 FOB: Destination	
0002	POP 01-JUL-2011 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	POP 01-JUL-2011 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
1001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
1002	POP 01-SEP-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	

1003	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
2001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
2002	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
2003	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
3001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
3002	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
3003	POP 01-OCT-2013 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
4001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
4002	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
4003	POP 01-OCT-2014 TO 30-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
4004	POP 01-OCT-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
5001	POP 01-OCT-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
5002	POP 01-OCT-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
5003	POP 01-OCT-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination

**ACCOUNTING AND APPROPRIATION DATA**

AA: 9710130.1884 8101 P1101 2561 8EUCAAS2 (APC:VJMT97) 012143 DRAC13281  
AMOUNT: \$310,894.00  
CIN HT0003110232810001: \$235,824.00  
CIN HT0003110232810002: \$58,806.00  
CIN HT0003110232810003: \$16,264.00

**CLAUSES INCORPORATED BY REFERENCE**

52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

**CLAUSES INCORPORATED BY FULL TEXT**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X  (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

X  (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (9) [Reserved].
- (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (21) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

- (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (27) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (30) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (31) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (32) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- (33)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (34) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (35) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (36)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (37) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (38) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (39) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (40) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (41) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (42) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (43) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (44) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (45) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (46) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (47)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 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 30 days of contract expiration.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(5)(i)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii)  Alternate I (DEC 2010) of 252.225-7001

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10)  252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11)(i)  252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii)  Alternate I (SEP 2008)

(iii)  Alternate II (DEC 2010) of 252.225-7021

(12)  252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13)  252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i)  252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii)  Alternate I (JUL 2009) of 252.225-7036.

(iii)  Alternate II (DEC 2010) of 252.225-7036

~~(iv) Alternate III (DEC 2010) of 252.225-7036~~

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) X 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

~~(21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)~~

(22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

~~(23) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84)~~

(24) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(26) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)