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6. ISSUED BY	CODE	N00189	7. ADMINISTERE	D BY (If other than Item 6)	CODE	S2404A	
NAVSUP FLC Norfo	lk, Detachment Philade	elphia	DCM	A Manassas			
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	11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS	OF SOLICITATIONS			
(a) By completing Items 8 a separate letter or telegram PLACE DESIGNATED FOR amendment you desire to c and this amendment, and i	and 15, and returning one (1) of which includes a reference to R THE RECEIPT OF OFFERS		knowledging receipt o numbers. FAILURE C FE SPECIFIED MAY R by telegram or letter, p	f this amendment on each cop F YOUR ACKNOWLEDGEM ESULT IN REJECTION OF Y	by of the offer s ENT TO BE RE OUR OFFER.	ubmitted; or (c) By CEIVED AT THE If by virtue of this	
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ITEM 10A.	NGE ORDER IS ISSUED PUR	SUANT TO: (Specify authority)	THE CHANGES SET	FORTH IN ITEM 14 ARE MAI	DE IN THE CO	NTRACT ORDER NO. IN	
		ORDER IS MODIFIED TO REFLEC		TIVE CHANGES (such as ch	anges in payin	g office, appropriation	
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E. IMPORTANT: Contra	ctor [X] is not, [] is req	uired to sign this document and	return copies to t	he issuing office.			
14. DESCRIPTION OF AM SEE PAGE 2	ENDMENT/MODIFICATION (C	Organized by UCF section headin	ngs, including solicitati	ion/contract subject matter w	here feasible.)		
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			Leanne S H	anger, Contracting Off	icer		
15B. CONTRACTOR/OFFE	EROR	15C. DATE SIGNED	16B. UNITED STAT	ES OF AMERICA	10	C. DATE SIGNED	
			BY /s/Leanne	S Hanger	2:	3-Sep-2013	
(Signature of per	son authorized to sign)			fure of Contracting Officer)			
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1. CONTRACT ID CODE

PAGE OF PAGES

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# **GENERAL INFORMATION**

The purpose of this modification is to correct an error in the funded amount for Option 2 that occurred in preparation of modification 06. Accordingly, said Task Order is modified as follows:

The funded amount for CLIN 4002 is hereby increased by \$10.00 from \$5,169,170.86 to \$5,169,180.86.

The other terms and conditions of the task order remain unchanged.

The NAVSUP Fleet Logistics Center Norfolk, Contracting Department point of contact is Mr. Sean McGinley, Code 280.3A, who may be contacted at (215) 697-5025/DSN 442-5025 or by e-mail at sean.mcginley1@navy.mil.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$28,152,765.10 by \$10.00 to \$28,152,775.10.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
4002	O&MN,N	5,169,170.86	10.00	5,169,180.86

The total value of the order is hereby increased from \$28,152,775.10 by \$0.00 to \$28,152,775.10.

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# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty 	Unit	Est. Cost	Fixed Fee	CPFF
4000	R499	Business Process Reengineering Services in support of BUMED, POP is 24 Sept 2010 to 23 Sept 2011, see CLINS 4004 and 4005 for cost breakdown and funding. (O&MN,N)	1.0	LO			\$0.00
4001	R499	Business Process Reengineering Services in support of BUMED, Option I POP is 24 Sept 2011 to 23 Sept 2012 (O&MN,N)	1.0	LO			\$4,815,842.63
4002	R499	Business Process Reengineering Services in support of BUMED, Option II POP is 24 Sept 2012 to 23 Sept 2013 (O&MN,N)	1.0	LO			\$5,169,180.86
4003	R499	Business Process Reengineering Services in support of BUMED, Option III POP is 24 Sept 2013 to 23 Sept 2014 (O&MN,N)	1.0	LO			\$5,321,684.82
4004	R499	Funding for base year CLIN 4000 in support of PWS paragraphs 2.0 and sub paragraphs (except for 2.2.3) and 3.0 and sub	1.0	LO			\$3,083,237.03

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		paragraphs					
4005	R499	Funding for Base Year CLIN 4000 to support PWS Paragraphs 2.0 sub paragraphs except for 2.1.3 2.2.1, and 2.2.2 and 6.0 and all sub paragraphs (O&MN,N)	3,	LO			\$1,588,334.23
4006	R499	Funding for performance in support of PWS Section 6.1.5 ICD-10 Coding. POP is 24 Sept 2011 to 23 Sept 2012 (O&MN,N)	1.0	LO			\$1,035,911.91
4007	R499	Funding for performance in support of PWS Section 6.1.6 Integrated Healt Community Program. POP is 24 Sept 2011 to 23 Sept 2012 (O&MN,N)	1.0	LO			\$1,237,139.35
4008	R499	Funding for performance in support of PWS Section 6.1.5 ICD-10 Coding. POP is 24 Sept 2012 to 23 Sept 2013 (O&MN,N)	1.0	LO			\$1,069,822.92
4009	R499	Funding for performance in support of PWS Section 6.1.6 Integrated Healt Community Program. POP is 24 Sept 2012 to 23 Sept 2013 (O&MN,N)	1.0	LO			\$1,277,218.62
4010	R499	Funding for performance in support of PWS Section 6.1.5	1.0	LO			\$1,101,260.22

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-	

1.0 LO

4011 R499 Funding for performance in support of PWS Section 6.1.6 Integrated Health Community Program. POP is 24 Sept 2013 to 23 Sept 2014

(O&MN,N)

2013 to 23 Sept 2014 (O&MN,N)

\$1,314,159.11

# For ODC Items:

Item PSC	Supplies/Services	Qty Un:	Est. Cost
6000 R499	Travel in Support of CLIN 4005 (O&MN,N)	1.0 LG	\$53,635.50
6001 R499	ODC in support of CLIN 4005 (O&MN,N)	1.0 LG	\$6,165.00
6002 R499	Travel in Support of CLIN 4001 (Option I) (O&MN,N)	1.0 L	\$368,297.10
6003 R499	ODC in Support of CLIN 4001 (Option I) (O&MN,N)	1.0 LG	\$12,699.90
6004 R499	Travel in Support of CLIN 4002 (Option II) (O&MN,N)	1.0 LG	\$174,734.29
6005 R499	ODC in Support of CLIN 4002 (Option II) (O&MN,N)	1.0 LG	\$13,080.90
6006 R499	Travel in Support of CLIN 4003 (Option III) (O&MN,N)	1.0 LG	\$186,797.89
6007 R499	ODC in Support of CLIN 4003 (Option III) (O&MN,N)	1.0 LO	\$13,473.32
6008 R499	Travel in Support	1.0 L	\$303,934.50

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of 4004 (O&MN,N)

6009 R499 ODC in support of 1.0 LO \$6,165.00 CLIN 4004 (O&MN,N)

# LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

- (a) The level of effort for the performance of this task order during the period from the start of task order performance to 12 months thereafter is based upon 45,180 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 135,540 estimated manhours of direct labor, for a total level of effort of 180,720 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").
- (b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base	Option I	Option II	Option III
Program Manager	100	100	325	200
Principal Management Analyst	5,880	5,880	5,880	5,880
Senior Management Analyst	19,600	19,600	19,600	21,025
Associate Management Analyst	15,680	15,680	15,680	15,680
<b>Business Process Analyst</b>	3,920	3,920	5,420	3,920
TOTAL HOURS	45,180	45,180	46,905	46,705

IHCLT (CLINs 4007, 4009, 4011)			
Labor Category	Option I	Option II	Option III
Program Manager	100	101	102
Associate Management Analyst	1,960	1,960	1,960
Program Manager (Project Executive)	150	151	152
Senior Management Analyst	8,820	8,820	8,820
TOTAL HOURS	11,030	11,032	11,034

ICD-10 Coding (CLINs 4006, 4008, 4010)			
Labor Category	Option I	Option II	Option III
Program Manager	50	51	52
Senior Management Analyst	3,528	3,528	3,528
Associate Management Analyst	4,410	4,410	4,410
Program Manager (Project Executive)	50	51	52
Senior Management Analyst	1,470	1,470	1,470
TOTAL HOURS	9,508	9,510	9,512

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and other absences.

- (d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the task order.
- (e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph
- (f), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this task order is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.
- (g) If at any time during the performance of this task order the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

#### PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

The fixed fee for work performed under this task order is \$\* provided that approximately 180,720 hours of technical effort are employed by the contractor in performance of this task order. If substantially fewer than 180,720 hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ \*\* per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

The fixed fee rate applied for payment is based on the performance period.

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	Fixed Fee**	Hours	Fixed Fee Rate
Base		45,180	
Option I		45,180	
Option II		46,905	
Option III		46,705	

IHCLT			Fixed Fee
	Fixed Fee**	Hours	Rate
Option I		11,030	
Option II		11,032	
Option			
III		11,034	

ICD-10			Fixed Fee
Coding	Fixed Fee**	Hours	Rate
Option I		9,508	
Option II		9,510	
Option			
III		9,512	

<sup>\*</sup>Completed at time of award using the proposed fixed fee dollar amount

(End of Provision)

<sup>\*\*</sup>Completed at time of award. The fixed fee rate is calculated by dividing the fixed fee amount for the period by the number of estimated total hours for the period.

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

#### **SCOPE OF WORK**

#### 1. Introduction

The Navy Bureau of Medicine and Surgery requires management support services to facilitate business process reengineering regarding current programs and future initiatives. Working policy, resources and requirements at the Navy and Marine Corps health services (Echelon II level), the contractor will perform tasks that are both long and short duration or that requires unique experience that cannot be supported by the existing federal workforce.

#### The contractor will:

- Assist with strategic planning and coordination activities to cover the full range of logistical activities needed to forward the Bureau of Medicine and Surgery agenda;
- Develop and execute change management efforts targeted to implement program policy for Navy Medicine's emerging health services programs, such as Medical Home Port.
- Provide technical support for tracking, implementing, and reevaluating policy initiatives;
- Provide strategic communications, policy research, metrics development,
- Provide administrative support such as conference facilitation, website maintenance, and document publication/distribution;
- Develop analytic tools to be used by principal staffs to support communications, organization, coordination, and analysis;
- Facilitate coordination and synergy amongst BUMED, Joint, Fleet, OPNAV, Fleet, and DOD staffs.

#### Types of activities include:

- Life Cycle Management clinical programs and operational platforms
- Operational Analysis and program analysis
- · Plans, Policies, and Operations
- Fleet Readiness and Logistics
- Warfare Requirements and Programs evaluations (including JCIDS)
- Resources, Requirements and Assessments
- Legislative and Public Affairs evaluation and assessments
- Legislative Support
- Health Systems evaluation
- Manpower Personnel, Training and Education (MPT&E)
- Financial assessment and program management
- Joint Readiness Reporting

#### 1.1 Background:

The mission of the Deputy Chief, Medical Operations (M3/5) is to serve as the principal staff advisor for DOD directed Wounded Warrior programs, clinical advisory and assessment and Navy Health

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Services Support future planning. M3/5 is responsible for projecting and recommending Navy Medicine requirements to support the National Military Strategy and to implement the CNO initiative "A Cooperative Strategy for the 21st Century Seapower." M3/5 is also responsible for projecting and recommending Navy Medicine plans, policy, and requirements supporting joint doctrine.

# 1.1.1 Future Expeditionary Health Systems:

The Bureau of Medicine and Surgery Future Expeditionary Health Systems is the resource enabler for afloat and ashore expeditionary health services within the Sea Power 21 concepts. Navy Medicine seeks to improve organizational alignment, streamline processes, refine requirements, and create incentives for positive change to meet the challenges across a range of military operations and to identify areas for increased Joint operations. Legacy systems and platforms no longer integral to mission accomplishment will be retired and health services capabilities and business processes will be reengineered into adaptive teams to achieve enhanced effectiveness and improved efficiency. Future Expeditionary Health Systems seeks to improve the Naval Health Services Support business practices as well as add mechanisms to redirect savings from efficiencies to new platforms and systems.

# 1.1.2 Current and future status of Medical Services, Operational Medicine and Health Services Support:

Currently, the Bureau of Medicine and Surgery, in concert with the Fleet Readiness Enterprise, has a range of ongoing initiatives (as well as others that are in the planning stage) that are intended to contribute to the Naval Maritime Strategy vision. The Navy envisions a stronger and more coordinated corporate approach to business transformation that leverages commercial best practices and that could potentially achieve even greater benefits. The intention of this work effort is to help the Bureau of Medicine and Surgery (BUMED) Future Expeditionary Health Systems Team identify and leverage existing and planned efforts to build adaptive force packages that are tailored to a wide range of missions. This will be achieved through improved business practices among and between Naval and Joint organizations.

# 1.1.3 Wounded Warrior III and Injured Support:

The Navy is committed to providing our Sailors and their families the medical care and non-medical care and support throughout their recovery, rehabilitation, reintegration and beyond worthy of their service and sacrifice. Phase one, recovery, focuses on acute care, technology and facilities as provide substantive care from point of injury to increase recovery rates. The Navy Bureau of Medicine (BUMED) is primarily responsible for phase one. Phase two, rehabilitation, focuses on care programs, injury-specific initiatives, holistic/alternative therapies, family support and caregiver education. BUMED and the two Centers of Excellence are primarily responsible for phase two with Safe Harbor support. Phase three, reintegration, focuses on transition to civilian life and community involvement and is the primary mission of Navy Safe Harbor with BUMED support. The intention is provide dynamic support for the growing Wounded Warrior Program.

#### 1.1.4 Change management, reengineering and integration of health systems operations:

These requirements support the Navy and Marine Corps in its efforts toward effective transformation of afloat and ashore health services. Drawing on lessons from past iterations of business advances, Navy Medicine will reduce overhead, streamline processes, substitute manpower with proven technology, and create incentives for positive change. Established national practice standards in key clinical and ancillary areas, such as trauma care, brain injury, and mental health, will be utilized as guidelines for future operations. Legacy systems no longer integral to mission accomplishment will be retired, and we will make our business processes more efficient to achieve enhanced peacetime health service support and warfighting effectiveness in the most capable and

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cost-effective manner. This support will assist Navy Medicine leadership with making the key time-critical and long-term impact decisions for the DON.

# 2. Objective

The services are for strategic and operational level issue support regarding current and future initiatives. The services require broad knowledge of current health care business practices and an extensive understanding of the Navy's health services programs, war fighting operating environment and Joint health services operations.

The purpose of this task order is to provide professional management support and change management analyst services required to enable the offices and activities of Navy Medicine, to effectively execute their missions by providing contractor expertise in the following areas:

- Executive Level Support:
  - Short-term projects
  - Special studies
  - Strategic analyses
  - O High-level briefings
  - O Gap Analysis

**Basic Level Support:** 

- O Data collection
  - Analytical Support
  - Industry Research

# 2.1 Executive Level Support

The contractor shall perform the following tasks to provide Executive level management support services:

#### 2.1.1 Task 1: Short-term Projects

Short-term projects are defined as tasks that must be completed in short duration with a product such as definitive reports or presentations as an output.

#### 2.1.2. Task 2: Special Studies

Special Studies are defined as reports on a specific topic where there is no existing data available therefore the contractor must perform the research, analysis, and provide the report as the end product. The work entails defining the situation being studied, describing the methodology for approaching the situation, gathering the data, explaining the resultant data in detail, analyzing the data, and summarizing the analysis/conclusion.

2.1.3 Task 3: Provide gap analysis - Identify existing and potential gaps in policy and operational doctrine by reviewing research material in the form of surveys, interviews, and the analysis of data collected to provide recommendations for Naval Medical Research and Development (R&D), health services platforms evaluation, and assessment of manpower requirement.

# 2.1.4 Task 4: Strategic Analyses

Strategic Analyses are defined as reports on a specific topic created using existing data that requires analysis therefore the contractor must perform the analysis and provide the report as the end product. The work entails defining the situation being analyzed, explaining the existing data in

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detail, analyzing the data, and summarizing the analysis/conclusion. Strategic analysis will require meetings with executive and working groups to fully assess the issues prior to making recommendations.

# 2.1.5 Change Management

The contractor will design and facilitate a change management approach to enhance innovation and the health systems integration for future innovation. Leadership offsite meetings will be designed to support the development of health services concepts. The purpose of these meetings will be to address issues and concerns shared collectively by leadership and to develop mitigating actions and recommendations to improve leadership alignment, program execution, and organizational cultural penetration. The design of the offsite programs will include activities and presentations to support participation, engagement, and momentum to enhance implementation.

The contractor will develop a health services integrated change management plan that provides a path for discrete program milestones. The change management plan will assess opportunities to integrate all Navy Medicine health services initiatives, align necessary short and long-term actions, and responsible parties at all levels of the enterprise. The change management plan should include key performance indicators to establish accountability and measure progress.

#### 2.1.6 Task 5: High-level Briefings

High-level Briefings are defined as preparation and/or relaying of information to high-level Navy, DoD, or Congressional personnel on a specific topic created using existing data. The work entails preparing power point briefings and providing those briefings, either in person or via electronic and/or hard copy means, as required by the individual task order.

#### 2.2 Basic Level Support

The contractor shall perform the following tasks to provide Basic level management support services:

#### 2.2.1 Task 1: Analytical Support

Analytical support is defined as the assistance provided during the analysis of a specific topic (smaller scope or more focused than the broader or more in-depth Strategic Analysis mentioned in 4.1.3) using existing data. The contractor must perform the analysis and provide the report as the end product.

#### 2.2.2 Task 2: Data Collection

Data Collection is defined as the gathering of information on a specific topic where there is no existing data available. The contractor must gather the data and explain the resultant data in detail.

# 2.2.3. Task 3: Industry Research

Industry Research is defined as advice and assistance to be offered in determining industry best business practices and lessons learned that may be applied to the Navy Enterprise. The contractor will perform research on significant issues facing the Navy for transformational efforts.

#### 3. Scope

This support will be required in four categories of work: Initiative Identification and Scoping of Potential Business Improvement Opportunities, Business Analysis, Implementation Strategies and Plans, Implementation Management and Education.

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#### 3.1 Initiative Identification/Scoping of Business Improvement Opportunities

- · Identify and analyze potential cost savings/efficiency improvement initiatives. Compare and contrast Department of Navy (and Marine Corps when applicable) practices within the scope of each initiative to current health industry standards and best practices. Provide an assessment of both operational and peacetime health systems to assist in the development of efficiencies and synergies.
- · With the newly developed initiatives and assessment of specialized programs, for example the Congressionally mandated Wounded Warrior III and Injured (WWII) program, the contractor will provide plans that identify possible synergies between initiatives, streamlines processes, and make recommendations on how to align appropriate stakeholders and Navy organizations.
- 3.1.1 (effective upon bilateral signature of modification 06) Analyze the impact of DHA implementation and transition plans impacting BUMED headquarters operations. Assess improvement initiatives required to address Navy Medicine equities in both Military Health System clinical operations, operational medicine and futures assessments. Provide analytical approaches for change management plans to address DHA mandates. Assess the impact on the DHA transition on existing program implementation, such as; JCIDS, Medical Home Port (MHP), Wounded III and Injured, Integrated Healthy Communities (IHC) and ICD-10 implementation.

  3.2 Business Analysis
- Provide business case analyses (BCAs) of potential cost-saving initiatives, with particular focus on structure, organization, and processes. BCA's should provide an understanding of concomitant risks for each initiative, and costs associated with those efforts.
- Presentation of alternatives for specific tasks identified through potential business improvement opportunities.

# 3.3 Implementation Strategies and Plans

- Develop and recommend an execution approach that maximizes the potential to realize significant benefits with lower total cost and risk.
- Develop implementation strategies and plans that propose Plans Of Action and Milestones (POA&M) at a strategic level.
- Detail recommended steps/activities for execution of projects.
- Provide initiative feedback to include the following: description of desired processes, required organization (to manage process change), current state of affairs for process/organization under review and proposed future state.
- Propose potential life-cycle management plan associated with each of the proposed initiatives and indicate the risks and benefits that are expected to accrue upon implementation of such business plans.
- Propose metrics to manage and achieve success of initiatives.

#### 3.4 Change Management Communications

- The contractor will develop a Communications Plan that will provide guidance and serve as the foundation of the overall branding campaign.
- The purpose of the Communications Plan is to improve the focus and the frequency of communications, to better target messaging to various stakeholders, and broaden access to

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information.

- · As part of executing the communication plan, the contractor will assist in developing program initiatives and monitoring approaches that will promote consistency in implementation across the organizational lines.
- The contractor will be required to collect data and refine metrics that support program objectives.
- · Communication will be supported by routine meetings that recommend allocation of resources, and policy updates.
- · Key communication elements will be done using point papers, fact sheets, brochures, posters, and website content.
- 3.5 Implementation Management Support Services
- · Assist with management of proposed implementation plan.
- Provide program management support for the Wounded Warrior III and Injured (WWII) and other clinically based programs, program assessment of afloat and ashore platforms, , and developing suggested metrics and milestones.
- Provide administrative functions such as development of and facilitation of executive level meetings and off-sites, and scheduling.
- Provide Change Management Support to include developing recommended communications strategies, providing personnel training, and performing assessments of the effects of implementations.

# 4. Reserved

# 5. METRICS

It is intended that orders under this task order will be performance based. As such, metrics may be required for this task order. The following is a representative but not all-inclusive list of metrics that may be required under this task order:

- 5.1 Performance Metric the Contracting Officer's Representative (COR) and/or his Technical Assistant (TA) will assess the performance of the tasks required to satisfy the requirement set forth in the task order to ensure that the performance has achieved the intended outcome. The COR will measure the contractor's performance against the standards and other guidance associated with performing the required tasks as set forth in the individual task order. The following areas will be focal points for the performance metric:
- · Short- term Projects
- Special Studies
- Strategic Analyses
- High-level Briefings
- Analytical Support
- Data Collection

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- · Industry Research
- 5.2 Schedule Metric the due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the individual task orders.
- 5.3 Cost Metric The COR will review monthly cost vouchers to monitor the contractor's expenditures in comparison to the contractor's proposed budget throughout the task order implementation.
- 6. Specific Tasks

# 6.1. Criteria Business Process Engineering - Futures and Health Services support:

#### 6.1.1 Strategic Support

<u>Performance Characteristics:</u> The contractor shall provide a detailed approach for full implementation of future strategic planning concepts. The contractor shall identify and outline specific recommendations for changes/new direction. The contractor shall identify and outline specific actions to complete integration of efforts. The contractor shall provide linkage between identified actions and achievement of readiness at reduced cost.

<u>Outcomes:</u> The contractor's pre-assessments shall be specific enough to enable the Government to execute the transformation to an enterprise environment

#### 6.1.2 Executive Support

<u>Performance Characteristics</u>: Contractor shall recommend changes to existing policy, with desired results from that change defined. The contractor shall provide effective mentoring of executives in change management. Contractor recommendations for long-term sustainment of the enterprise model are executable and achievable. The contractor efforts result in process discipline and accountability for results clearly defined, with specific change recommendations. Contractor shall provide required documentation in support of executive change management initiatives, such as policy drafts, SOPs, etc.

<u>Outcomes:</u> The contractor's transformation and change management executive support shall promote effective change management structure, enable the government to set processes in place, and institutionalize enterprise behaviors.

# 6.1.3 Progress Reviews

<u>Performance Characteristics</u>: The contractor's progress review shall identify specific actions and recommendations to further Navy Medicine program progress to the optimal state as defined by doctrine. The contractor's progress review shall identify actions, which are linked into integrated plans, with routine mitigation of disconnected activity and connection of like efforts. The contractor shall develop and recommend architecture and infrastructure, which supports Navy Medicine initiatives and performance. The contractor shall develop and/or recommend team structures, charters, and concept of operations that support short and long-term strategies and goals that clearly define the course and direction to align the organization and operations to those goals and strategies which are provided by BUMED. All proposed business and support process inputs and outputs shall focus on alignment.

The contractor's POA&M shall recommend new Navy Medicine initiatives, identify weaknesses in execution of existing initiatives, identify critical intersections, and contain a POAM that includes a proposed approach to monitor progress, as well as system level performance measures.

The contractor's progress review shall recommend accountability with specific, measurable,

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achievable, realistic, and time-phased goals and a process to capture and record results. The progress review shall address status of tasks contained in the existing or proposed POA&M. Additionally, the contractor shall include goals for knowledge transfer across the enterprise from contractor support to full health system implementation.

The contractor's progress review shall include specific actions and architecture identified to execute the transformation with recommendations regarding which process actions to undertake, and specific readiness and cost savings identified.

<u>Outcomes:</u> The contractor's progress review shall provide executable recommendations for initiation or sustainment of enterprise efforts, which accelerate achievement of enterprise results.

# 6.1.4 Data Collection, Analysis, and Metrics Development

The contractor shall include an extended approach leading to full implementation of metrics, including identification and development of cost, total force, current readiness, and future capability metrics, and the specific actions required to complete development and deployment of those metrics. The contractor shall make recommendations on changes of performance metrics due to increased knowledge or in response to new initiatives or priorities. The contractor shall identify additional metrics to measure productivity improvements and gains.

Metrics recommended and/or developed shall be hierarchical, with the ability for drill down to the lowest needed level, and shall drive performance improvement. Metrics shall also be linkable across all health systems to seamlessly integrate peacetime and operational health services. The contractor shall develop metric templates and document procedures and metric business rules. The contractor will, where available, use existing automated, web-enabled tools to collect data and display metrics, and will support government development of additional required tools as needed. The contractor shall include in its system and metrics development concerns for configuration management, classification, and security.

<u>Performance Characteristics:</u> Contractor's proposed metrics shall provide clearly defined and developed measures of enterprise performance. Contractor's recommended metrics and measures shall support decision-making and if implemented, drive productivity and readiness improvements. Metrics processes and documentation are both easily understood and readily available.

<u>Outcome</u>: Contractor shall recommend performance metrics which drive performance improvement, enterprise behavior, and serve to focus the entire elements of Navy Medicine's performance.

# 6.1.5 ICD-10 Coding

International Classification of Disease 10th Edition (ICD-10) will be implemented in the United States on 1 Oct 2013. In preparation for implementation, Navy Medicine has requires program management, policy and skilled change management approaches to establish benchmarks for implementation across the Navy Medicine enterprise. The support required will assist in mapping gaps of current activities as they relate to future state of ICD-10. It was revealed that there were several main areas in which ICD-10 will impact Navy Medicine headquarters and the Regions. The approach is to investigate areas including: policy, governance, productivity, personnel and manpower requirements, appropriate systemic assignment of coders and analysts, training policy and implantation plans across the enterprise. The change management approach required would focus on mitigating the impact of significant issues. Focus areas include:

1) Assist BUMED Headquarters HIM staff with Navy enterprise wide readiness activities to

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determine which areas most affected by ICD-10 implementation. Areas to be included are Information Systems, staff education, finance and administration.

- 2) Provide analytical support and perform tasks such as workflow analyses for providers, coders, nurses, business analysts, etc., to determine change management needed to implement ICD-10.
- 3) Assist BUMED Headquarters HIM staff with performing ICD-10 pre-assessment activities in support of BUMED ICD-10 implementation. Analyze coding trends at Navy MTFs to determine the type of training needed for ICD-10 transition management efforts and policy development. Deleted claimancy sentence
- 4) Assist BUMED Headquarters HIM staff with determining educational gaps for coders, providers, nurses, and business analysts in ICD-10 core curriculum.
- 5) Assist BUMED Headquarters HIM staff with development of tailored training material and surveys to be used enterprise wide for clinical and documentation ICD-10 training
- 6) Assess and make recommendation for the scope of work necessary to reengineer clinical documentation processes that will involve training for all staff
- 7) Assist with accessing the impact on clinical documentation processes and work flow; analyze the impact on operational processes
- 8) Provide support for the BUMED representatives in Tri-Care Management Activity (TMA) ICD-10 workgroups and assist with the development of tri-service ICD-10 training materials and provide support for change management and coordination activities.
- 9) Assist BUMED HIM staff with policy changes needed to implement ICD -10 changes.
- 10) Create survey instruments to obtain information, etc., on transcription and other non-centralized activities potentially impacted by ICD-10

Implementation, and provide analysis and findings to BUMED HIM staff to have necessary changes implemented.

- 11) Perform statistical analysis on clinical data and provide support for
- ICD-10 random and focused audits conducted in support of program implementation activities.
- 12) Analyze the revenue cycle management risk Navy Medicine will face during the transition and make recommendations to Navy leadership, BUMED PMO and other impacted areas.
- 13) Work with BUMED resource and HIM staff on revenue cycle workflow and implementation issues associated with ICD-10 and its effect throughout Navy Medicine. Attend revenue cycle meetings, as requested.
- 14) Assist BUMED HIM staff with performing gap analyses on systems requirements, Business Process Re-engineering, testing, implementation, etc. for DOD IT systems, impacted

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such as, but not limited to, the Coding Compliance Editor (CCE), AHLTA, CHCS to include systems updates, system training materials, etc.

- 15) Provide policy research, develop metrics, and perform analysis on accuracy, timelines of the Clinical data.
- 16) Identify ICD-10 one time Analyze coding trends at Navy MTFs to determine the type of training needed for ICD-10 transition cost, recurring costs by functional areas and budget assumptions transitioning from ICD-9 to ICD-10.

# 6.1.6 Integrated Health Community Program

Military Treatment Facilities (MTFs) and civilian healthcare systems (heretofore referred to as "healthcare systems") are rarely coordinated with the public health, educational, and social services that exist in their respective communities. If integrated appropriately, these "health system" services can be leveraged to address specific health/healthcare issues (i.e obesity, tobacco cessation, psychological health disorders, prescription medication abuse, chronic pain, etc) in a manner that decreases overall healthcare utilization and simultaneously improves population health metrics.

There is a severe shortage of traditional behavioral health care providers (psychiatrists, psychologists, etc) to treat redeploying Service personnel with mild TBI, substance abuse, PTSD, hearing deficits, and other combat related psychological health (PH) disorders. A potentially expeditious and effective means of partially alleviating this shortage is to appropriately integrate healthcare systems with the health system of the underlying community, thus utilizing social services and community public health resources.

PH disorders, as well as other high cost-driver disease states, can be dramatically impacted by optimizing individuals' behavior. In addition, it is widely known that individual activity is predominantly shaped by cultural norms. Through the integration of a community's health system resources and its respective healthcare systems, shifts in cultural norms and overall healthy behaviors can be demonstrated in relatively short periods of time. Furthermore, if this Integrated Health Community (IHC) approach can shift cultural norms in a high-density Tricare beneficiary community, upstream determinants of health can also be addressed as well. This will result in lower healthcare utilization, increase worker productivity, and lower overall healthcare costs.

BUMED HQ plans to assist IHC program implementation and subsequently evaluate its impact. This will entail determining an optimal target population through data analysis, creating a business case that will demonstrate the lowering of overall costs (among that population), and choosing appropriate and reasonable outcome metrics that will enhance enterprise performance. The target community of San Diego is of particular interest with regards to this initiative - With roughly 25-30% of San Diego's population being comprised of Military Health System (MHS) beneficiaries. In addition, the Navy is by far the largest employer in San Diego (with over 55,000 active employees). Thus, integration of both community health and healthcare systems would

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have significant impacts on both the overall healthcare quality and cost of Navy beneficiaries. San Diego also has a very engaged county health agency, robust community health services, and a geographical climate that provides its residents the foundation for the optimization of healthy behaviors.

# Objective:

This project is attempting to achieve the integration of public health and healthcare systems in order to better treat PH disorders, chronic pain, and other chronic disease states. Beneficiaries with these health issues often require certain behavior modifications to better manage their disease states, thus leading to decreased healthcare utilization. This behavior modification can be enhanced through the use of community-wide social and behavioral services, the adoption of common solutions to frequent complications, and the coordination of a local support infrastructure. The overall goal of this project will be to decrease unnecessary healthcare system utilization among patients with the above mentioned conditions, improve health quality metrics, and enhance the overall patient experience.

# Scope of Work:

The Integrated Health Community Leadership Team (IHCLT) will be led by a Navy physician and will be comprised of both Executive and Basic Level Support from the contractor agency. The IHCLT will begin by identifying a target population that (1) Experiences both PH disorders and/or other chronic disease states, (2) Utilizes healthcare services at an unusually high rate, and/or (3) Has a high likelihood of responding to various social and behavioral community services. This population will be defined through coordination with both NMCSD and the Tricare Regional Office. Once identified, an assessment will be made to target which community educational and social services can improve health indicators, lower healthcare utilization, and improve patient satisfaction.

The IHCLT will also develop a plan for the aforementioned target population to be able to appropriately use community health services. In order to complete this function, the IHCLT will be travelling within the local community and to other national sites where these integrated models are currently in place. The aforementioned plan will detail how current primary care services can be interwoven with community resources and will also entail how PH disorders will be specifically tackled. In addition, the IHCLT team will complete a Business Case Analysis that can show cost reduction savings (through lower healthcare utilization). By the middle of 2012, the IHCLT will coordinate the collection of baseline measurements of key healthcare and health metrics on targeted population(s). In addition, the IHCLT will collect and organize information on community resources and will design and implement a website for beneficiaries to use. By the end of 2012, community service integration (with at least the MTF system) will commence.

MILESTONE / DELIVERABLES:	TIMELINE:
Contract obligated/expensed. BUMED HQ Program offices set up.	Sep/Oct2011

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1 <sup>st</sup> Quarter (FY12):	
Complete Business Case Analysis.	
Develop Integration Plan with Public Health Services.	Dec 2012
Support Agreements and Program Plan developed.	
2 <sup>nd</sup> Quarter (FY12):	
Identify targeted population(s) and provide information to respective beneficiaries on community resources.	
Begin baseline measurements of key healthcare and health metrics on targeted population(s).	May 2012
Develop Communications Strategy on how to disseminate information of community resources to MHS beneficiaries	
3 <sup>rd</sup> Quarter (FY12):	
Identify targeted population and begin to provide information on community resources	Jun 2012
Begin baseline measurements of key healthcare and health metrics	
4 <sup>th</sup> Quarter (FY12): Website for program set up. Initiate community service integration with healthcare delivery systems (MTF)	Sep 2012
Comprehensive Program Evaluation	
FY13 – Continuation of listed activities above. Schedule flexibility for project if unexpected delays encountered. Continue collection of key healthcare and health metrics	2012-2013

A description of the skills and experience level for each Labor Category is provided below:

# **Labor Category: PROGRAM MANAGER**

Minimum Education: Master's Degree in relevant business or technical field. Additional 5 years of experience plus a Bachelor's degree can be substituted for the advanced degree.

Minimum Experience: 20 years of progressive experience participating in financial/business /operational management services and related projects, including 10 years experience in a managerial capacity.

Functional Responsibility: Responsible for planning, organizing, executing and controlling performance of business and financial services projects, ensuring that goals and objectives are accomplished within prescribed timeframe and funding parameters. Provides primary interface with client management personnel regarding strategic issues. Coordinates all parties to tasks, performs quality assurance reviews of project deliverables and activities for completeness, quality, and adherence to customer requirements. Delivers presentations and leads client meetings.

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#### Labor Category: PRINCIPAL MANAGEMENT ANALYST

Minimum Education: Master's Degree in relevant business or technical field. Additional 5 years of experience plus a Bachelor's degree can be substituted for the advanced degree.

Minimum Experience: 15 years of professional experience in relevant business or technical field, including 5 years experience in a managerial capacity.

Functional Responsibility: Responsible for planning, organizing, executing and controlling performance of business and financial services projects, ensuring that goals and objectives are accomplished within prescribed timeframe and funding parameters. Provides primary interface with client management personnel regarding strategic issues. Demonstrated skills in facilitating change management and strategic planning. Coordinates all parties to tasks, performs quality assurance reviews of project deliverables and activities for completeness, quality, and adherence to customer requirements. Delivers presentations and leads client meetings.

# Labor Category: SENIOR MANAGEMENT ANALYST

Minimum Education: Master's Degree in relevant business or technical field. Bachelors Degree with significant technical and relevant business experience is acceptable for assignments that do not require clinical knowledge.

Minimum Experience: 10 years of progressive experience participating in business, clinical, or financial management services and related projects, including 4 years experience in a managerial supervisory capacity.

Functional Responsibility: Responsible for ensuring that technical and/or financial solutions and schedules are implemented in a timely manner by executing project plans and monitoring performance. Provides updates on project progress to management. Resolves project staffing and planning issues. Works with agency/department resources on implementation issues. Conducts preliminary quality assurance over project deliverables and activities. Delivers presentations and leads client meetings.

#### Labor Category: ASSOCIATE MANAGEMENT ANALYST

Minimum Education: Bachelors Degree in relevant business or technical field.

Minimum Experience: 5 years of progressive experience participating in business or financial management services and related projects, including managerial experience.

Functional Responsibility: Responsible for ensuring that technical and/or financial solutions and schedules are implemented in a timely manner by executing project plans and monitoring performance. Works with agency/department resources on implementation issues. Conducts preliminary quality assurance over project deliverables and activities.

# Labor Category: BUSINESS PROCESS ANALYST

Minimum Education: Bachelors Degree in relevant business or technical field.

Minimum Experience: 2 years of progressive experience participating in business or financial management services and related projects.

Functional Responsibility: Analyzes and develops client solutions with team. Prepares documentation, reports and other deliverables for client approval. Participates in planning of

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project and is responsible for all tasks delegated by managers. Supports team in implementation and acceptance process. Ensures that deliverables are in compliance with statement of work. Interfaces with the client on a day-to-day basis. Supports presentations and client meetings.

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# SECTION D PACKAGING AND MARKING

N/A

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#### SECTION E INSPECTION AND ACCEPTANCE

#### QUALITY ASSURANCE SURVEILLANCE PLAN

NAVMED FUTURES AND WOUNDED WARRIOR ILL AND INJURED (WWII) BUSINESS PROCESS REENGINEERING TASK ORDER

# RFQ No. N00024-10-R-3215

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality by the contractor. This document will be used by the Government to assess the effectiveness of the Contractor's performance. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

# PERFORMANCE OBJECTIVES SUMMARY MATRIX

TASK/	PERFORMANCE	PERFORMANCE	METHOD OF	PERFORMANCE
	STANDARD	INDICATOR/ACCEPTABLE	SURVEILLANCE	RATING
DELIVERABLE		LEVEL OF		
		PERFORMANCE (ALP)		
Compliance of	Task Order requirements	Contractor's technical	Random	Assignment of
products,	met with few minor and	performance meets all task	Inspection.	performance rating and
services,	no significant problems	order requirements.		criteria:
documents,	encountered.			
related		Problems that are encountered	Are	
deliverables, and		are minor in nature, and are as		E114
overall quality	Performance meets all	follows:	presentations,	Excellent
of work		1	analytical	Performance meets all
performance.	technical and functional	does not cause a delay in	packages and	and exceeds task
	requirements in the	schedule;	assessments	order requirements.
	SOW, and contains	does not cause costs to	complete? Are	Performance delivered
	pertinent, useful, and	increase;	they compliant	with no required
	informative data and	mercase,	with various	re-performance/rework;
	information.	involves minimal effort to fix;	government	problems that are
		and	regulations?	encountered are minor
				and resolved in a highly
		Does not affect overall		effective manner.
		contractor performance.		Checave mainer.
		Maintains quality record		

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		-	g and provides detailed cal assessments.			Acceptab	ble
			es clear concise entation.			Performa deliverab all task	les meet
			tters shall be resolved isfactory and timely			Performa with no r or rework that are e	uirements.  nce delivered e-performand k; problems encountered r and resolved factory
						Unaccep  Many ta order req met.	
						reworks Substant were enc	ial problems ountered and olved in a les
Timeliness of Performance and Services and	Task order requiren met with few minor no significant proble	and perform	ctor's technical nance meets all task equirements.	Random Inspection	1.	Assignm	ent of nce rating an
Product Deliverables, including Administrative aspects of Performance.	Performance meets technical and function requirements in the	are mir follows	ot cause a delay in	Is the con meeting establishe timeframe the contra	d es? Does	Excellent Performa	nce meets all

requirements in the SOW, and contains pertinent, useful, and informative data and information.

does not cause costs to increase;

involves minimal effort to fix; and

does not affect overall contractor performance the contractor provide an initial assessment and provide a framework for meeting complex strategic and analytical tasks?

order requirements. Performance delivered with no required re-performance/rework; problems that are encountered are minor and resolved in a highly effective manner.

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			ers shall be resolved sfactory and timely		deliveral all task order rec Perform with no re-perfor problem encounte and reso	ble ance and oles meet quirements. ance delivere rmance/rewo s that are ered are mino lved in a ory manner.
					Re-performer reworks Substant were end were res	sk order nents not me ormances or required. tial problems countered an olved in a le

Commitment to
Customer
Satisfaction and
Business-like
concern for its
Customers'
interest
including
responsiveness
to internal and
external clients.

Commitment to

Task order requirements met with few minor and no significant problems encountered.

Performance meets all technical and functional requirements in the SOW, and contains pertinent, useful, and informative data and information.

Contractor's technical performance meets all task order requirements. Problems that are encountered are minor in nature, and are as follows:

does not cause a delay in schedule;

does not cause costs to increase;

involves minimal effort to fix; and

does not affect overall contractor performance

Random Sampling.

Is the contractor committed to high customer satisfaction? How proactive and creative is the contractor to industry standards? Is the contractor providing positive value to the government by

developing

manner.

Assignment of performance rating and criteria:

Excellent

Performance meets all and exceeds task order requirements.
Performance delivered with no required re-performance/rework; problems that are encountered are minor and resolved in a highly effective manner.

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		All matters shall be resolved in a satisfactory and timely manner.	reasonable strategies and solutions?	Acceptable  Performance and deliverables meet all task order requirements.  Performance delivered with no re-performance/rework; problems that are encountered are minor and resolved in a satisfactory manner.
				Unacceptable  Many task order requirements not met.  Re-performances or reworks required. Substantial problems were encountered and were resolved in a less than satisfactory manner.
Overall Satisfaction	Task order requirements met with few minor and no significant problems encountered.  Performance meets all technical and functional requirements in the SOW, and contains pertinent, useful, and informative data and information.	Contractor's technical performance meets all task order requirements. Problems that are encountered are minor in nature, and are as follows:  does not cause a delay in schedule; does not cause costs to increase; involves minimal effort to fix; and does not affect overall	Random Sampling.  What is the governments overall satisfaction with the contractor. Does the contractor fit into the organizational structure seamlessly by building positive relationships and	Assignment of performance rating and criteria:  Excellent  Performance meets all and exceeds task order requirements.  Performance delivered with no required re-performance/rework; problems that are encountered are minor and resolved in a highly

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contractor performance

a collaborative environment?

effective manner.

All matters shall be resolved in a satisfactory and timely manner.

Acceptable

Performance and deliverables meet all task order requirements.
Performance delivered with no re-performance/rework; problems that are encountered are minor and resolved in a satisfactory manner.

Unacceptable

Many task order requirements not met.

Re-performances or reworks required. Substantial problems were encountered and were resolved in a less than satisfactory manner.

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# SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	9/24/2010 - 9/23/2011
4001	9/24/2011 - 9/23/2012
4002	9/24/2012 - 9/23/2013
4003	9/24/2013 - 9/23/2014
4004	9/24/2010 - 9/23/2011
4005	9/24/2010 - 9/23/2011
4006	9/24/2011 - 9/23/2012
4007	9/24/2011 - 9/23/2012
4008	9/24/2012 - 9/23/2013
4009	9/24/2012 - 9/23/2013
4010	9/24/2013 - 9/23/2014
4011	9/24/2013 - 9/23/2014
6000	9/24/2010 - 9/23/2011
6001	9/24/2010 - 9/23/2011
6002	9/24/2011 - 9/23/2012
6003	9/24/2011 - 9/23/2012
6004	9/24/2012 - 9/23/2013
6005	9/24/2012 - 9/23/2013
6006	9/24/2013 - 9/23/2014
6007	9/24/2013 - 9/23/2014
6008	9/24/2010 - 9/23/2011
6009	9/24/2010 - 9/23/2011

# CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	9/24/2010 - 9/23/2011
4001	9/24/2011 - 9/23/2012
4002	9/24/2012 - 9/23/2013
4003	9/24/2013 - 9/23/2014
4004	9/24/2010 - 9/23/2011
4005	9/24/2010 - 9/23/2011
4006	9/24/2011 - 9/23/2012
4007	9/24/2011 - 9/23/2012
4008	9/24/2012 - 9/23/2013
4009	9/24/2012 - 9/23/2013
4010	9/24/2013 - 9/23/2014
4011	9/24/2013 - 9/23/2014
6000	9/24/2010 - 9/23/2011

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6001		9/24/2010 - 9/23/2011		
6002		9/24/2011 - 9/23/2012		
6003		9/24/2011 - 9/23/2012		
6004		9/24/2012 - 9/23/2013		
6005		9/24/2012 - 9/23/2013		
6006		9/24/2013 - 9/23/2014		
6007		9/24/2013 - 9/23/2014		
6008		9/24/2010 - 9/23/2011		
6009		9/24/2010 - 9/23/2011		

Services to be performed hereunder will be provided at the Bureau of Medicine and Surgery (BUMED) which is located at 7700 Arlington Boulevard, Falls Church, VA 22042.

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# SECTION G CONTRACT ADMINISTRATION DATA

# **Contract Negotiator**

Lauren Lauver, FISC Norfolk Contracting Philadelphia Division lauren.lauver@navy.mil

Task Order Manager/COR

John D. Zarkowsky BUMED 7700 Arlington Boulevard Falls Church, VA 22042 703-681-8893 john.zarkowsky@med.navy.mil

#### SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this task order shall be submitted elec	tronically
through Wide Area Work Flow Receipt and Acceptance (WAWF):	

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>. Vendor training is available on the Internet at <a href="http://www.wawftraining.com">https://www.wawftraining.com</a>. Additional support can be obtained by calling the WAWF NAVY Assistance Line: 1-877-251-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: http://www.acquisition.navy.mil/navyaos/content/view/full/3521.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table
WAWF Invoice Type	Cost Voucher
Contract Number	N00178-04-D-4020-EX01
Delivery Order Number	TBD
Issuing Office DODAAC	N00189
Admin Office DODAAC	S2404A

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Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	
Ship To DoDAAC (for Combo),	N00018
Service Acceptor DODAAC (for 2 in	
1),Service Approver DODAAC	
(Cost Voucher)	
Acceptance At Other	
Local Processing Office (Certifier)	N00018
DCAA Office DODAAC (Used on	HAA645
Cost Voucher's only)	
Paying Office DODAAC	HQ0338
Acceptor/COR Email Address	<u>John.Zarkowsky@med.navy.mil</u>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

# NOTE TO QUOTERS:

The following clause will be included in task orders awarded to other than small business. If the contractor is an other than small business concern, the Small Business Subcontracting Plan submitted in accordance with FAR 25.219-9 should consider a goal for this requirement of 20% of the total subcontracting award value:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) ALT II (OCT 2001)

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Accounting Data

SLINID PR Number Amount

4004 N0001810RC23016 3969200.00

LLA :

AA 9700130 188M 000 00018 A 068688 2D C23016 000180PWD13Q

N0001810RC1G010 702371.26

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

6000 N0001810RC1G010 357570.00

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

N0001810RC1G010 12330.00 6001

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

BASE Funding 5041471.26 Cumulative Funding 5041471.26

MOD 01

N0001810RC23016 (885962.97) 4004

LLA :

AA 9700130 188M 000 00018 A 068688 2D C23016 000180PWD13Q

N0001810RC1G010 885962.97

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

6000 N0001810RC1G010 (303934.50)

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

6001 N0001810RC1G010 (6165.00)

AB 9700130 188M 000 00018 A 068688 2D C1G010 0001804EKC3Q

6008 N0001810RC23016 303934.50

LLA :

AA 9700130 188M 000 00018 A 068688 2D C23016 000180PWD13Q

6009 N0001810RC23016 6165.00

LLA :

AA 9700130 188M 000 00018 A 068688 2D C23016 000180PWD13Q

MOD 01 Funding 0.00

Cumulative Funding 5041471.26

MOD 02 Funding 0.00

Cumulative Funding 5041471.26

MOD 03

N0001811RC1G014 4815842.63 4001

LLA:

AC 9710130 188M 000 00018 A 068688 2D C1G014 0001814EKC3Q

Standard Number: 00

6002 N0001811RC1G014 368297.10

LLA :

AC 9710130 188M 000 00018 A 068688 2D C1G014 0001814EKC3Q

Standard Number: 00

N0001811RC1G014 6003 12699.90 CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4020 EX01 07 32 of 43

LLA :

AC 9710130 188M 000 00018 A 068688 2D C1G014 0001814EKC3Q

Standard Number: 00

MOD 03 Funding 5196839.63 Cumulative Funding 10238310.89

MOD 04

4006 N0001811RC1G019 1035911.91

LLA :

AD 9710130 188M 000 00018 A 068688 2D C1G019 0001814EKC3Q

Standard Number: N0001811RC1G019

4007 N0001811RC1G017 1237139.35

LLA :

AE 9710130 188M 000 00018 A 068688 2D C1G017 0001814EKC3Q

Standard Number: N0001811RC1G017

MOD 04 Funding 2273051.26 Cumulative Funding 12511362.15

MOD 05

4002 N0001812RC1G016 4964569.14

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

4008 N0001812RC1G016 1069822.92

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

4009 N0001812RC1G016 1277218.62

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

6004 N0001812RC1G016 379346.01

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

6005 N0001812RC1G016 13080.90

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

MOD 05 Funding 7704037.59 Cumulative Funding 20215399.74

MOD 06

4002 N0001812RC1G016 204601.72

LLA :

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

4003 N0001813RC1F048 5321684.82

LLA :

AG 9730130 1882 000 00018 0 068688 2D C1F048 0001834EKC3Q

Standard Number: N0001813RC1F048

4010 N0001813RC1F048 1101260.22

LLA :

AG 9730130 1882 000 00018 0 068688 2D C1F048 0001834EKC3Q

Standard Number: N0001813RC1F048

4011 N0001813RC1F048 1314159.11

LLA :

AG 9730130 1882 000 00018 0 068688 2D C1F048 0001834EKC3Q

Standard Number: N0001813RC1F048

6004 N0001812RC1G016 (204611.72)

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AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

186797.89 6006 N0001813RC1F048

LLA :

AG 9730130 1882 000 00018 0 068688 2D C1F048 0001834EKC3Q Standard Number: N0001813RC1F048

6007 N0001813RC1F048 13473.32

LLA :

AG 9730130 1882 000 00018 0 068688 2D C1F048 0001834EKC3Q

Standard Number: N0001813RC1F048

MOD 06 Funding 7937365.36 Cumulative Funding 28152765.10

MOD 07

4002 N0001812RC1G016 10.00

AF 9720130 1882 000 00018 0 068688 2D C1G016 0001824EKC3Q

MOD 07 Funding 10.00

Cumulative Funding 28152775.10

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# SECTION H SPECIAL CONTRACT REQUIREMENTS

#### **Standard Contract Clause for 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 this Contract.

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- (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 this 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: <a href="http://www.tricare.mil/tma/privacy/breach.aspx">http://www.tricare.mil/tma/privacy/breach.aspx</a>.
- (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 this 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 this 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.

- (I) 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.

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(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.

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(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 regulatons (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 this Contract.

# (b) Effect of Termination.

- (1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below
- (2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this 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 this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

#### **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

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# 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 this 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.

#### ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this task order, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this task order.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
- (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Technical Direction Letters. Technical Direction Letters issued under the task order will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.
- (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this task order shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" are as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant" services are as defined in FAR 31.205-33(a).

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- (7) "Contractor," for the purposes of this clause, means the firm signing this task order, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this task order.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.
- (e) Contracting restrictions. [Check the restrictions that apply]
- [X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a task order to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this task order for a period of three years after the date of completion of the task order. (FAR 9.505-1(a))
- [] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production task order, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this task order. (FAR 9.505-2(a)(1))
- [] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this task order. (FAR 9.505-2(a)(1))
- [X] (4) To the extent work to be performed under this task order requires evaluation of quotes for products or services, a task order will not be awarded to a contractor that will evaluate its own quotes for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)
- [X] (5) To the extent work to be performed under this task order requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this task order. Further, the contractor agrees that it will not utilize proprietary data obtained from

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such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this task order, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively. (FAR 9.505-4(b))

- [] (6) Preparation of Statements of Work or Specifications. If the contractor under this task order assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this task order, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this task order. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))
- [X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective quoters with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this task order on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on task orders for AAS.
- (f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this task order. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this task order, the Government may require the contractor to remove such personnel from performance of work under this task order. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this task order, or statute or regulation.
- (g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this task order, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:
- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new task order) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.
- (6) any other relevant information.

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#### LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This tasl	k order is	incrementally funded and the amount currently available for payment hereunder is limited to
\$*	in	clusive of fee. It is estimated that these funds will cover the cost of performance through
	**	Subject to the provisions of the clause entitled "Limitation of Funds" (FAR
52.232-2	(2) of the	General Provisions of this task order, no legal liability on the part of the Government for payment
in excess	s of \$	* shall arise unless additional funds are made available and are incorporated as a
modifica	tion to th	is task order.

#### COST LIMITATION CEILINGS ON INDIRECT RATES (FISC DET PHILA) (OCT 1992)

If an quoter proposes cost limitation ceilings on indirect rates the quoter is advised that the Government may evaluate the quoter's cost proposal accordingly. The decision to propose cost limitation ceilings is the quoter's decision. In the event the quoter proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant task order without discussion. Under any cost reimbursement task order, the indirect rates billed shall be limited to the ceiling rate(s) identified in the task order. Any costs incurred above ceiling rates are not allowable.

#### APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this task order:

John D. Zarkowsky Bureau of Medicine and Surgery (M3/5F4) 7700 Arlington Boulevard Falls Church, VA 22042 703-681-8893

#### john.zarkowsky@med.navy.mil

- (b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the task order, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the task order.
- (c) It is emphasized that only a Contracting officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

<sup>\*</sup> To be completed at time of award

<sup>\*\*</sup> To be completed at time of award

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#### SECTION I CONTRACT CLAUSES

NOTE: ALL PROVISIONS OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) PLUS THE FOLLOWING:

52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

- (A) THE CONTRACTOR SHALL COMPLY WITH AGENCY PERSONAL IDENTITY VERIFICATION PROCEDURES IDENTIFIED IN THE CONTRACT THAT IMPLEMENT HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12), OFFICE OF MANAGEMENT AND BUDGET (OMB) GUIDANCE M-05-24, AND FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION (FIPS PUB) NUMBER 201.
- (B) THE CONTRACTOR SHALL INSERT THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS REQUIRED TO HAVE ROUTINE PHYSICAL ACCESS TO A FEDERALLY-CONTROLLED FACILITY AND/OR ROUTINE ACCESS TO A FEDERALLY-CONTROLLED INFORMATION SYSTEM.

(END OF CLAUSE)

#### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

#### Incorporated by Reference:

52.222-54 – Employment Eligibility Verification. (Jan 2009)

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (DEVIATION) (FEB 2010)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION)

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# SECTION J LIST OF ATTACHMENTS

Corporate Experience and Past Performance Form

Accounting System Form