

<b>AWARD / CONTRACT</b>		1. This Contract is a rated order under DPAS (15 CFR 700)	Rating	Page 1	of Pages 86
2. Contract (Proc., Inst., Ident.) No. H9400205D0001 - thru P00041		3. Effective Date Apr 6, 2005	4. Requisition / Purchase Request / Project No. See Schedule		
5. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066 THOMAS L GRIFFIN K20 tom.griffin@tma.osd.mil		Code H94002	6. Administered By (if other than item) See Item 5 Code H94002		

7. Name and address of Contractor (No., Street, City, state and Zip Code) UNITED CONCORDIA COMPANIES, INC. 4401 DEER PATH ROAD HARRISBURG PA 17110-3907		Vendor ID: 00000362 DUNS: 868941832 CEC: 868941832 Cage Code: 03XW8	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
Code		Facility Code	9. Discount for prompt payment Net 30
11. Ship To / Mark For DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code ZD06	10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in:

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

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	The Government hereby accepts the contractor's proposal in response to Solicitation number H94002-04-R-0002 submitted on 11/15/04 with final proposal revisions submitted on 2/7/05.  See Schedule				

**15G. TOTAL AMOUNT OF CONTRACT \$ 1,622,230,939.51**

16. Table of Contents							
(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
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Contracting Officer will complete item 17 or 18 as applicable

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or Print)	20A. Name of Contracting Officer ROSE ROACH 303-676-3675 rose.roach@tma.osd.mil
19B. Name of Contractor	20B. United States of America
By _____ (Signature of person authorized to sign)	By _____ (Signature of Contracting Officer)
19C. Date Signed	20C. Date Signed

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	CLIN = Contract Line Item Number SLIN = Subcontract Line Item Number U/P = Unit Price DIACAP = DoD Information Assurance Certification and Accreditation ----- <b><u>BASE PERIOD</u></b> Date of Award through January 31, 2006				
0001	Transition/Phase-In  FY05 funding (9705050130.1889.102000)  PR #: 05-PR-0001*D01	1	LT	(b)(4)	
0002	Phase-In DITSCAP and Physical and Personnel Security  FY05 funding (9705050130.1889.102000)  PR #: 05-PR-0001*D01	1	LT		
0003	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095 ----- <b><u>OPTION PERIOD 1</u></b> 01 February 2006 - 31 January 2007	1	LT	NSP	NSP
1001	TRICARE Dental Program Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
1001AA	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)  PR #: 04-CMB-0095	2,025,566	EA	(b)(4)	

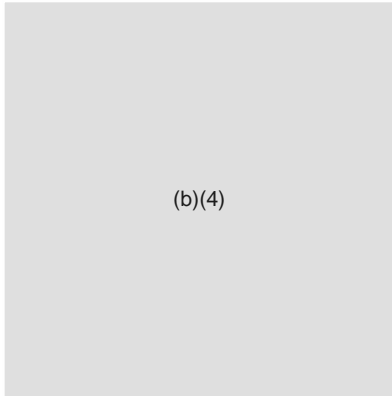
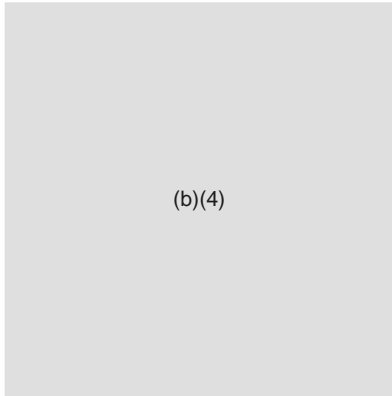
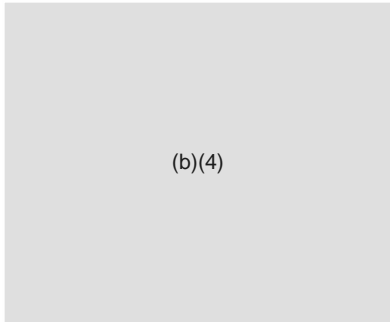
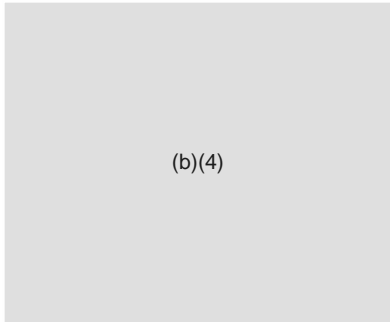
**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1001AB	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)  PR #: 04-CMB-0095	3,594,085	EA		
1001AC	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	1,025,950	EA		(b)(4)
1001AD	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	1,789,915	EA		
1002	Survivor Benefit Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
1002AA	Single Enrollment Premium Government Share --100% (b)(4)  (FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)  PR #: 04-CMB-0095	3,587	EA		(b)(4)

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1002AB	Family Enrollment Premium Government Share --100% (b)(4)  (FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)  PR #: 04-CMB-0095	8,607	EA		
1002AC	Single Enrollment Premium Government Share --100% (b)(4)  (FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	2,095	EA		(b)(4)
1002AD	Family Enrollment Premium Government Share --100% (b)(4)  (FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	4,748	EA		
1003	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP
1003AA	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)  PR #: 10-SCO-0056	1	LT	(b)(4)	
1003AB	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	1	LT	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1004	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs</p> <p>(Cost Reimbursable Line Item - Cost Plus No Fee)</p> <p>PR #: 04-CMB-0095</p>	0	LT	NSP	NSP
1004AA	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT		
1004AB	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT		
1005	<p>DITSCAP and Physical &amp; Personnel Security</p> <p>PR #: 04-CMB-0095</p>	0	MO	NSP	NSP
1005AA	<p>DITSCAP and Physical &amp; Personnel Security</p> <p>(FY06 portion of Option Period 1, 8 months: Feb - Sept 2006) (9706060130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	8	MO		
1005AB	<p>DITSCAP and Physical &amp; Personnel Security</p> <p>(FY07 portion of Option Period 1, 4 months: Oct 2006 - Jan 2007) (9707070130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	4	MO		
1006	<p>Award Fee Pool - Option Period 1</p> <p>PR #: 04-CMB-0095</p>	0	EA	NSP	NSP

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1006AA	1st 6 Month Period (February through July). FY06 funding (9706060130.1889.102000)  PR #: 04-CMB-0095	1	EA	(b)(4)	(b)(4)
1006AB	2nd 6 Month Period (August through January). FY06 funding (9706060130.1889.102000)  PR #: 04-CMB-0095	1	EA		
1007	Phase-out  (The Phase-out CLIN will only be utilized in the Option Period in which it is required. Only one Phase-out CLIN will be exercised during the life of the contract.)  PR #: 04-CMB-0095	1	LT		
1008	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095	1	LT	NSP	NSP
<p><b><u>OPTION PERIOD 2</u></b> 01 February 2007 - 31 January 2008</p>					
2001	TRICARE Dental Program Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
2001AA	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)  PR #: 04-CMB-0095	2,261,079	EA	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2001AB	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)  PR #: 04-CMB-0095	3,926,183	EA		
2001AC	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	1,126,041	EA		(b)(4)
2001AD	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	1,934,557	EA		
2002	Survivor Benefit Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
2002AA	Single Enrollment Premium Government Share --100% (b)(4)  (FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)  PR #: 04-CMB-0095	4,272	EA		(b)(4)
2002AB	Family Enrollment Premium Government Share --100% (b)(4)  (FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)  PR #: 04-CMB-0095	10,215	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2002AC	Single Enrollment Premium Government Share --100% (b)(4)  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	2,136	EA		(b)(4)
2002AD	Family Enrollment Premium Government Share --100% (b)(4)  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	5,595	EA		
2003	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP
2003AA	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)  PR #: 10-SCO-0056	1	LT		(b)(4)
2003AB	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	1	LT		
2004	OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP



**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2004AA	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
2004AB	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT		
2005	<p>DIACAP and Physical &amp; Personnel Security</p> <p>PR #: 04-CMB-0095</p>	0	MO	NSP	NSP
2005AA	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY07 portion of Option Period 2, 8 months: Feb - Sept 2007) (9707070130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	8	MO	(b)(4)	
2005AB	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	4	MO		
2006	<p>Award Fee Pool - Option Period 2</p> <p>PR #: 04-CMB-0095</p>	0	EA	NSP	NSP
2006AA	<p>1st 6 Month Period (February through July).</p> <p>FY07 funding (9707070130.1889.102000)</p> <p>PR #: 04-CMB-0095</p>	1	EA	(b)(4)	
2006AB	<p>2nd 6 Month Period (August through January).</p> <p>FY07 funding (9707070130.1889.102000)</p> <p>PR #: 04-CMB-0095</p>	1	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2007	Phase-Out  (The Phase-out CLIN will only be utilized in the Option Period in which it is required. Only one Phase-out CLIN will be exercised during the life of the contract.)  PR #: 04-CMB-0095	1	LT	(b)(4)	
2008	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095	1	LT	NSP	NSP
2009	Host Nation Provider List Services Implementation/Start-up  FY07 funding (9707070130.1889.102000)  PR #: 07-SCO-0057	1	LT	(b)(4)	
2009AA	RESERVED  PR #: 07-SCO-0057	0	EA	\$0.00	\$0.00
2009AB	RESERVED  PR #: 07-SCO-0057	0	EA	\$0.00	\$0.00
2010	Host Nation Provider List Services Option Period 2  PR #: 08-CMB-0111	0	LT	NSP	NSP
2010AA	RESERVED  PR #: 08-CMB-0111	0	MO	\$0.00	\$0.00
2010AB	Host Nation Provider List Services  (FY08 portion of Option Period 2, 4 months: Oct 2007 - Jan 2008) (9708080130.1889.102000)  PR #: 08-CMB-0111	4	MO	(b)(4)	
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<b><u>OPTION PERIOD 3</u></b>					
01 February 2008 - 31 January 2009					

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3001	TRICARE Dental Program Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
3001AA	Single Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 04-CMB-0095	2,293,125	EA		
3001AB	Family Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 04-CMB-0095	3,992,803	EA		
3001AC	Single Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)  PR #: 10-SCO-0056	1,161,737	EA		
3001AD	Family Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)  PR #: 10-SCO-0056	1,985,152	EA		
3002	Survivor Benefit Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLINs is estimated; therefore, the U/P and Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3002AA	Single Enrollment Premium Government Share --100% (b)(4)  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 04-CMB-0095	4,714	EA		
3002AB	Family Enrollment Premium Government Share --100% (b)(4)  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 04-CMB-0095	11,065	EA		(b)(4)
3002AC	Single Enrollment Premium Government Share --100% (b)(4)  (FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)  PR #: 10-SCO-0056	2,335	EA		
3002AD	Family Enrollment Premium Government Share --100% (b)(4)  (FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)  PR #: 10-SCO-0056	5,501	EA		
3003	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP
3003AA	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 10-SCO-0056	1	LT	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3003AB	<p>OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.</p> <p>(FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
3004	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charge for Orthodontic Costs</p> <p>(Cost Reimbursable Line Item - Cost Plus No Fee)</p> <p>PR #: 04-CMB-0095</p>	0	LT	NSP	NSP
3004AA	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
3004AB	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
3005	<p>DIACAP and Physical &amp; Personnel Security</p> <p>PR #: 04-CMB-0095</p>	0	MO	NSP	NSP
3005AA	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	8	MO	(b)(4)	
3005AB	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	4	MO	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3006	Award Fee Pool - Option Period 3  PR #: 04-CMB-0095	0	EA	NSP	NSP
3006AA	1st 6 Month Period (February through July). FY08 funding (9708080130.1889.102000)  PR #: 04-CMB-0095	1	EA	(b)(4)	(b)(4)
3006AB	2nd 6 Month Period (August through January). FY08 funding (9708080130.1889.102000)  PR #: 04-CMB-0095	1	EA		
3007	Phase-Out  (The Phase-out CLIN will only be utilized in the Option Period in which it is required. Only one Phase-out CLIN will be exercised during the life of the contract.)  PR #: 04-CMB-0095	1	LT		
3008	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095	1	LT	NSP	NSP
3009	RESERVED  PR #: 07-SCO-0057	0	EA	\$0.00	\$0.00
3010	Host Nation Provider List Services Option Period 3  PR #: 08-CMB-0111	0	LT	NSP	NSP
3010AA	Host Nation Provider List Services  (FY08 portion of Option Period 3, 8 months: Feb - Sept 2008) (9708080130.1889.102000)  PR #: 08-CMB-0111	8	MO	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3010AB	Host Nation Provider List Services  (FY09 portion of Option Period 3, 4 months: Oct 2008 - Jan 2009) (9709090130.1889.102000)  PR #: 08-CMB-0111	4	MO	(b)(4)	
3011	Defense Integrated Military Human Resources System (DIMHRS) program.  PR #: 08-SCO-0034	0	LT	NSP	NSP
3011AA	Perform initial software / hardware installation and the integration / communication testing required to implement DIMHRS; obtain two SSL certificates and a DoD approved External Certification Authority (ECA) certificate; and uninstall software / hardware upon completion of project.  FY08 funding (9708080130.1889.102000)  PR #: 08-SCO-0034	1	LT	(b)(4)	
3011AB	RESERVED  PR #: 08-SCO-0034	0	LT	\$0.00	\$0.00
3011AC	RESERVED  PR #: 08-SCO-0034	0	LT	\$0.00	\$0.00
3011AD	RESERVED  PR #: 08-SCO-0034	0	LT	\$0.00	\$0.00
3011AE	RESERVED  PR #: 08-SCO-0034	0	LT	\$0.00	\$0.00
3011AF	RESERVED  PR #: 08-SCO-0034	0	LT	NSP	NSP
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<b>OPTION PERIOD 4</b>					
01 February 2009 - 31 January 2010					

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4001	TRICARE Dental Program Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
4001AA	Single Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 04-CMB-0095	2,317,745	EA		
4001AB	Family Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 04-CMB-0095	4,029,335	EA		(b)(4)
4001AC	Single Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)  PR #: 10-SCO-0056	1,206,215	EA		
4001AD	Family Enrollment Premium Enrollee Share -- 40% (b)(4) Government Share -- 60% (b)(4) Total  (FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)  PR #: 10-SCO-0056	2,068,179	EA		
4002	Survivor Benefit Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLINs is estimated; therefore, the U/P and Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP



**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount	
4002AA	Single Enrollment Premium Government Share --100% (b)(4)  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 04-CMB-0095	5,242	EA			
4002AB	Family Enrollment Premium Government Share --100% (b)(4)  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 04-CMB-0095	12,292	EA			(b)(4)
4002AC	Single Enrollment Premium Government Share --100% (b)(4)  (FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)  PR #: 10-SCO-0056	2,512	EA			
4002AD	Family Enrollment Premium Government Share --100% (b)(4)  (FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)  PR #: 10-SCO-0056	5,931	EA			
4003	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP	
4003AA	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 10-SCO-0056	1	LT	(b)(4)		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4003AB	<p>OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.</p> <p>(FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
4004	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs</p> <p>(Cost Reimbursable Line Item - Cost Plus No Fee)</p> <p>PR #: 04-CMB-0095</p>	0	LT	NSP	NSP
4004AA	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
4004AB	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	
4005	<p>DIACAP and Physical &amp; Personnel Security</p> <p>PR #: 04-CMB-0095</p>	0	MO	NSP	NSP
4005AA	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	8	MO	(b)(4)	
4005AB	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	4	MO	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
4006	Award Fee Pool - Option Period 4  PR #: 04-CMB-0095	0	EA	NSP	NSP
4006AA	1st 6 Month Period (February through July). FY09 funding (9709090130.1889.102000)  PR #: 04-CMB-0095	1	EA	(b)(4)	(b)(4)
4006AB	2nd 6 Month Period (August through January). FY09 funding (9709090130.1889.102000)  PR #: 04-CMB-0095	1	EA		
4007	Phase-Out  (The Phase-out CLIN will only be utilized in the Option Period in which it is required. Only one Phase-out CLIN will be exercised during the life of the contract.)  PR #: 04-CMB-0095	1	LT		
4008	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095	1	LT	NSP	NSP
4009	RESERVED  PR #: 07-SCO-0057	0	EA	\$0.00	\$0.00
4010	Host Nation Provider List Services Option Period 4  PR #: 08-CMB-0111	0	LT	NSP	NSP
4010AA	Host Nation Provider List Services  (FY09 portion of Option Period 4, 8 months: Feb - Sept 2009) (9709090130.1889.102000)  PR #: 08-CMB-0111	8	MO	(b)(4)	(b)(4)
4010AB	Host Nation Provider List Services  (FY10 portion of Option Period 4, 4 months: Oct 2009 - Jan 2010) (9710100130.1889.102000)  PR #: 08-CMB-0111	4	MO		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	----- <b>OPTION PERIOD 5</b> 01 February 2010 - 31 January 2011				
5001	TRICARE Dental Program Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLIN is estimated; therefore, the Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
5001AA	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)  PR #: 04-CMB-0095	2,438,250	EA		
5001AB	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)  PR #: 04-CMB-0095	4,147,671	EA		
5001AC	Single Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)  PR #: 10-SCO-0056	1,236,189	EA		
5001AD	Family Enrollment Premium Enrollee Share -- 40% Government Share -- 60% (b)(4) Total  (FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)  PR #: 10-SCO-0056	2,071,793	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5002	Survivor Benefit Enrollments  (Requirements Line Item) (This is a requirements CLIN and the quantity indicated in the SLINs is estimated; therefore, the U/P and Amount for each SLIN is Estimated.)  PR #: 04-CMB-0095	0	EA	NSP	NSP
5002AA	Single Enrollment Premium Government Share --100% (b)(4)  (FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)  PR #: 04-CMB-0095	5,718	EA		
5002AB	Family Enrollment Premium Government Share --100% (b)(4)  (FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)  PR #: 04-CMB-0095	13,813	EA		
5002AC	Single Enrollment Premium Government Share --100% (b)(4)  (FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)  PR #: 10-SCO-0056	2,811	EA		
5002AD	Family Enrollment Premium Government Share --100% (b)(4)  (FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)  PR #: 10-SCO-0056	6,232	EA		
5003	OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.  (Cost Reimbursable Line Item - Cost Plus No Fee)  PR #: 04-CMB-0095	0	LT	NSP	NSP

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5003AA	<p>OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.</p> <p>(FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	(b)(4)
5003AB	<p>OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed charge.</p> <p>(FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT		
5004	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charge for Orthodontic Costs</p> <p>(Cost Reimbursable Line Item - Cost Plus No Fee)</p> <p>PR #: 04-CMB-0095</p>	0	LT	NSP	NSP
5004AA	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT	(b)(4)	(b)(4)
5004AB	<p>OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs.</p> <p>(FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	1	LT		
5005	<p>DIACAP and Physical &amp; Personnel Security</p> <p>PR #: 04-CMB-0095</p>	0	MO	NSP	NSP
5005AA	<p>DIACAP and Physical &amp; Personnel Security</p> <p>(FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)</p> <p>PR #: 10-SCO-0056</p>	8	MO	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5005AB	DIACAP and Physical & Personnel Security (FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)  PR #: 10-SCO-0056	4	MO	(b)(4)	
5006	Award Fee Pool - Option Period 5  PR #: 04-CMB-0095	0	EA	NSP	NSP
5006AA	1st 6 Month Period (February through July). FY10 funding (9710100130.1889.102000)  PR #: 04-CMB-0095	1	EA	(b)(4)	
5006AB	2nd 6 Month Period (August through January). FY10 funding (9710100130.1889.102000)  PR #: 04-CMB-0095	1	EA	(b)(4)	
5007	Phase-Out  (The Phase-out CLIN will only be utilized in the Option Period in which it is required. Only one Phase-out CLIN will be exercised during the life of the contract.)  PR #: 04-CMB-0095	1	LT		
5008	DATA prepared and delivered in accordance with Sections F and J.  PR #: 04-CMB-0095	1	LT	NSP	NSP
5009	RESERVED  PR #: 07-SCO-0057	0	EA	\$0.00	\$0.00
5010	Host Nation Provider List Services Option Period 5  PR #: 08-CMB-0111	0	LT	NSP	NSP
5010AA	Host Nation Provider List Services  (FY10 portion of Option Period 5, 8 months: Feb - Sept 2010) (9710100130.1889.102000)  PR #: 08-CMB-0111	8	MO	(b)(4)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5010AB	<p>Host Nation Provider List Services</p> <p>(FY11 portion of Option Period 5, 4 months: Oct 2010 - Jan 2011) (9711110130.1889.102000)</p> <p>PR #: 08-CMB-0111</p>	4	MO	(b)(4)	
5011	<p>Implementation and ongoing performance of updated requirements, specified in Attachment 32, Personnel Security Requirements, for submitting applications for Public Trust Positions.</p> <p>PR #: 10-SCO-0047</p>	0	MO	NSP	NSP
5011AA	<p>Implementation of updated requirements, specified in Attachment 32, Personnel Security Requirements, for submitting applications for Public Trust Positions.</p> <p>(FY11 portion of Option Period 5, 4 months: Oct. 2010 - January 2011) (9711110130.1889.102000)</p> <p>PR #: 10-SCO-0047</p>	1	LT	\$0.00	\$0.00
5011AB	<p>Ongoing performance of updated requirements, specified in Attachment 32, Personnel Security Requirements, for submitting applications for Public Trust Positions.</p> <p>(FY11 portion of Option Period 5, 4 months: Oct. 2010 - January 2011) (9711110130.1889.102000)</p> <p>PR #: 10-SCO-0047</p>	4	MO	\$0.00	\$0.00



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**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1. PROGRAM DESCRIPTION.** The Department of Defense through the TRICARE Management Activity (TMA) offers worldwide TRICARE Dental Program (TDP) coverage to all eligible family members of Uniformed Service active duty, members of the Selected Reserve and Individual Ready Reserve (IRR) and their eligible family members. Active duty service members, former spouses, parents, in-laws, disabled veterans, foreign personnel, and retirees and their families are not eligible for the TDP. (“Geographic Area of Coverage” is defined in Section J, Attachment 1.)

**C.2. STATEMENT OF OBJECTIVES.** The statement of objectives represents the desired outcomes of this contract. The objectives are supported by technical requirements throughout Section C. The objectives are as follows:

**C.2.1.** Increase TDP enrollment and increase utilization of diagnostic and preventive services by enrolled members.

**C.2.2.** Increase enrollment of Selected Reserve and Individual Ready Reserve (IRR) personnel in pay grades E-1 through E-4. The Government desires to increase access to dental care and to improve dental readiness of Selected Reserve and IRR members in pay grades E-1 to E-4.

**C.2.3.** Establish and maintain enrollee and provider satisfaction at the highest level possible throughout the period of performance through the delivery of a world-class dental care program.

**C.2.4.** Use a cost-effective management approach to provide the necessary services, incorporating commercial practices when practicable.

**C.2.5.** Provide ready access to data to support DoD’s financial planning, health systems planning, medical resources management, clinical management, clinical research, and contract administration.

**C.3. GOVERNMENT-FURNISHED DATA.**

**C.3.1.** Ninety days following award, in support of the contractor’s marketing initiatives, the Government will furnish listings in electronic file format of the names and addresses of all known eligibles for the contractor’s use as potential enrollees in the TDP and the names and addresses of current enrollees. Thereafter, a new listing of all known new eligibles will be furnished no less frequently than every contract quarter.

**C.3.2.** The Government will furnish the DEERS On-line Enrollment Software (DOES) for the contractor’s use to perform all eligibility and enrollment transactions in the Defense Manpower Data Center’s (DMDC) Defense Eligibility Enrollment Reporting System (DEERS). DEERS is the database of record for the TDP.

**C.4. STATUTORY REQUIREMENTS.**

**C.4.1.** 10 U.S.C. § 1076a, 10 U.S.C. § 10143 (Selected Reserve), 10 U.S.C. § 10144(a) (Individual Ready Reserve (IRR) other than Special Mobilization Category), 10 U.S.C. § 10144(b) (IRR Special Mobilization Category), 32 C.F.R. Part 199.13, and 45 C.F.R. Parts 160 and 164 (security and privacy standards, requirements and implementation specifications) are incorporated by reference and made a part of the contract. These documents form an integral part of this contract, and have the same force and effect as if set forth in full text.

**C.5. TECHNICAL REQUIREMENTS.**

**C.5.1. Marketing and Education.** The contractor shall prepare and submit to TMA/C&CS an annual marketing and education plan to inform enrollees, as well as those who are eligible to enroll, about the TRICARE Dental Program (TDP). The plan shall be designed to maximize enrollment into the TDP and utilization by enrolled members of diagnostic and preventive services. The plan shall identify any desired marketing and education materials required from the government to support the accomplishments of plan goals for marketing and education. The contractor shall submit the marketing and education plan to TMA/C&CS by the 180<sup>th</sup> calendar day prior to start of dental care delivery, and no less than 90 days prior to the start of each option period thereafter. The Contracting Officer will provide the Contractor with written approval within 30 calendar days of receipt of the plan. The marketing plan shall identify the overall marketing strategy; provide an analysis of the current marketing situation; develop action steps to correct deficiencies in the marketing strategy; identify opportunities and issues in implementing the plan; and demonstrate controls the Contractor shall use to monitor the marketing plan and its objectives throughout the life of the contract.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.5.1.1.** The Contractor's marketing strategy shall be sufficiently comprehensive to meet the information needs of the entire eligible and enrolled populations (CONUS and OCONUS, as well as all Uniformed Services and components). The Contractor's strategy may include a broad array of tools to include but not limited to: printed mass communications materials, use of current World Wide Web technology, advertisements in publications that target the eligible population, regular participation at conferences, seminars, trade fairs, family support association and council meetings, and military/reserve association meetings that are attended by eligible persons, or Government representatives that train or support eligible persons (i.e. Beneficiary Counseling and Assistance Coordinators-BCAC); and presentations to Reserve Component units.

**C.5.1.2.** Upon request, the Contractor shall furnish all eligibles, enrollees, providers, Department of Defense activities, and Congressional offices with enrollment information and forms, network provider information, claim forms, claim completion instructions, and other informational materials pertaining to the TDP.

**C.5.1.3.** C&CS will design, develop and print all marketing materials, including written materials, briefings, and other methods of publicizing the TDP. C&CS will collaborate with the contractor in the development of content for all marketing materials. All materials developed shall support the contractor's approved marketing plan and shall be distributed by the contractor. The Memorandum of Understanding, specified below, between the contractor and C&CS will specify timeframes required to support design, development, printing and distribution of marketing materials. All marketing materials shall be coordinated with the Contracting Officer prior to approval by the Marketing and Education Oversight Committee (MEC) and release for printing. C&CS will ship all materials to the contractor; the contractor is responsible for all storage, handling and distribution of printed materials.

**C.5.1.4.** The contractor shall meet with and establish a Memorandum of Understanding (MOU) with TMA (C&CS), within 60 calendar days of contract award. The MOU will establish the review and approval process for annual marketing and education plans, and identify desired marketing and education materials. The MOU will identify the process for requesting additional marketing and education materials beyond those requested in the annual plan submitted. The MOU shall also address the ordering and bulk shipment of materials, inclusion of health promotion, dental delivery and geographic specific information in marketing and education materials. The MOU shall be effective within 30 days of the meeting between TMA/C&CS and the contractor. The content of the MOU will be coordinated with the Contracting Officer's Representative prior to execution.

**C.5.1.5.** Printed mass communication materials shall include at a minimum:

**C.5.1.5.1.** A periodic newsletter issued not fewer than three times a year to dental providers and enrollees that provides updates related to benefits and coverage, and procedures to help beneficiaries make maximum use of benefits under the TDP, and that encourages a preventive approach to their dental health. Newsletters will be no more than six double sided pages in length (8-1/2" x 11"). The contractor shall distribute these separate newsletters to enrollees and providers. Potential avenues include U.S. mail, e-mail, and other approaches proposed by the contractor and accepted by the Government.

**C.5.1.5.2.** The Contractor shall mail to enrollees and dental providers 60 calendar days prior to the start of Option Periods 2, 3, 4, and 5, information identifying any changes to the program for the next option period, including any premium changes.

**C.5.1.5.3. TDP Benefits Booklet.** C&CS shall develop, update, and the contractor shall distribute a comprehensive Benefits Booklet for the TDP. Throughout the design and development of the Benefit Booklet, C&CS shall coordinate its activities with the contractor and the Contracting Officer's Representative (COR). The Benefits Booklet shall contain the information prescribed in 32 CFR 199.13(e)(1) (iii) (A), and Section J, Attachment 2 of the TDP contract. The Benefits Booklet shall clearly explain the operational procedures under the TDP to facilitate maximum use of program benefits by enrollees. The booklet shall also contain specific OCONUS dental benefits information, exceptions for Selected Reserve and IRR populations, and premium/cost-share information. The Contractor will distribute the TDP Benefits Booklet to each household with current TDP enrollees, and the other entities listed in Section J, Attachment 3, no later than 60 calendar days prior to start of dental care delivery.

**C.5.1.5.4.** The Contractor will mail a copy of the TDP Benefits Booklet to new enrollees within 15 calendar days of receipt of the new enrollee's premium payment.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.5.1.5.5.** C&CS, through the Contracting Officer, shall publish an updated version of the Benefits Booklet, with appropriate revisions due to program changes, not to exceed two updates over the life of the contract. C&CS will coordinate proposed changes with the contractor and the COR and submit its final draft to the COR no later than 90 days prior to intended release date for review, approval by the MEC, and printing. Updated versions of the Benefits Booklet will be sent to each household with current TDP enrollees, and the other entities listed in Section J, Attachment 3.

**C.5.1.5.6. TDP Benefits Brochure.** C&CS shall develop a TDP Benefits Brochure to be used as a supplement and/or quick reference guide to the Benefits Booklet. The TDP Benefits Brochure shall provide a condensed overview of the TDP benefit. The TDP Benefits Brochure shall provide eligible active duty family members, Selected Reserve and Individual Ready Reserve members and their family members with summary information about eligibility, enrollment, premiums, cost shares, claim filing, and policy benefits and limitations. A tear off enrollment application will also be part of the Benefits Brochure. Throughout the design and development of the TDP Benefits Brochure, C&CS will coordinate its design and development activities with the contractor. No later than 90 days prior to start of dental care delivery, the Contractor shall distribute quantities of the Benefits Brochure to organizations specified in Section J, Attachment 3. Thereafter, the Contractor shall mail additional quantities of the TDP Benefits Brochure to those same organizations upon their request, and to new eligibles identified on a quarterly file received from DMDC.

**C.5.1.5.7.** The Contractor will post all current versions of approved mass communications materials on its web site.

**C.5.1.5.8.** Initial requests for desired marketing and education materials shall be submitted to TMA/C&CS during the development of the MOU after initial award of the dental contract. Requests for additional desired marketing and education materials, not included in the annual submission of the marketing and education plan shall be submitted to TMA/C&CS in accordance with the established MOU.

**C.5.1.5.9.** The contractor shall participate in the TRICARE Marketing and Education Committee (MEC) meetings as a nonvoting member. The role of the MEC is to support the achievements of a uniform image and consistency in the provision of TRICARE program information. The MEC includes representatives from TMA, the Services, Regional Directors, and TRICARE contractors. All requests for marketing and education materials will be submitted to the MEC for review. The contractor shall provide one representative for attendance and participation in the MEC meetings, to be held approximately 12 times per contract year in the Washington, DC area. Meetings may be attended via teleconference, video telecommunications, or in person, as directed by the Government.

**C.5.1.5.10.** The Contractor shall include an OCONUS Non-Availability and Referral Form (NARF), and claim form in initial mailings to OCONUS enrollees, and will mail copies to those entities listed on Section J, Attachment 3, no later than 60 calendar days prior to the start of dental care delivery. The contractor shall maintain a stock of these forms to provide to enrollees upon request and shall also ensure the TRICARE Overseas Offices have sufficient stocks on hand to meet enrollee demand. The NARF and sample claim forms are attached at Section J, Attachments 28 and 29.

**C.5.2. Benefits.** Benefits shall be provided as delineated in Section J, Attachment 2. All changes/modifications to benefits shall be approved in the form of a contract modification issued by the TMA Contracting Officer prior to implementation.

**C.5.2.1.** In certain circumstances, some covered services may be unavailable from OCONUS dental providers due to that country's standards of dental practice. In these cases, the contractor shall exercise reasonable judgment to accommodate unusual circumstances relevant to the practice and delivery of dental services in the OCONUS service area and to consider payment in these cases. This includes consultation and coordination with the TRICARE Overseas Office.

**C.5.2.2. Coding.** The contractor shall be compliant with the most current version of the *Code on Dental Procedures and Nomenclature* published in the American Dental Association's *Current Dental Terminology (CDT)* throughout the life of the contract. It is not expected that OCONUS dental providers will utilize CDT coding or a standard and recognizable bill when submitting claims. The contractor shall utilize all available information submitted with the OCONUS bill and claim to cross reference services to the CDT coding scheme.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.5.3. Enrollment.** The contractor shall offer continuous open enrollment for all TDP eligibles. Enrollment in the TDP is voluntary and shall be portable as members transfer between active duty, Selected Reserve and IRR status. See Section J, Attachment 4 for the different types of enrollment plans. The contractor shall maintain an enrollment file to reflect new enrollments, continuing enrollments, and disenrollments. The effective date of coverage will be the first day of the month following completion of enrollment and receipt of premium by the contractor. All new enrollees must submit a payment equal to one month's premium with their initial enrollment application. Sensitive enrollment/eligibility information (i.e., that are subject to the Privacy Act) shall be maintained in the contractor's owned and operated IT system during the period of contract performance. The contractor shall issue evidence of enrollment for all enrollees. New enrollees shall receive a TDP Benefit Card within 15 calendar days following enrollment and receipt of premium. This benefit card shall provide general benefit information useful to a provider in providing dental services and filing a claim. The card shall include the enrollee's name and plan information.

**C.5.3.1.** The contractor shall perform all eligibility/enrollment/disenrollment functions using Government provided on-line enrollment software. This software shall be ready to be tested approximately five months prior to the start of dental care delivery. The Interface Operational Description (IOD) for the government provided enrollment software is at Section J, Attachment 5a.

**C.5.3.2. Types of Enrollment.** Enrollment shall be on a single or family basis, with the Selected Reserve or IRR sponsor eligible to enroll under a single plan for themselves and/or a separate single or family plan for their eligible family members. The Selected Reserve or IRR sponsor does not have to enroll for their family members to enroll. Insurance plans and premium shares are described in the following chart:

INSURANCE PLAN	PREMIUM SHARE
Active Duty and Active Guard/Reserve (AGR) Family Members (Includes geographically separate coverage) - Single: One (1) covered eligible family member. Family: Two (2) or more covered eligible family members.	60% Government 40% Enrollee  60% Government 40% Enrollee
Selected Reserve and IRR (Mobilization Only) Members - Single: One (1) covered eligible sponsor.	60% Government 40% Enrollee
Survivor Benefit - Enrolled Active Duty, AGR, Selected Reserve and IRR (Mobilization Only) Family Members Single: One (1) covered eligible family member. Family: Two (2) or more covered eligible family members.	100% Government  100% Government
IRR (Non-Mobilization Only) Members - Single: One (1) covered eligible sponsor.	100% Enrollee
Selected Reserve and IRR Family Members (Includes geographically separate coverage) - Single: One (1) covered eligible family member. Family: Two (2) or more covered eligible family members.	100% Enrollee  100% Enrollee

NOTE: For each option period, all single premium amounts for the insurance plan shall be the same and all family premium amounts for the insurance plan shall be the same, irrespective of the type of enrollment.

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**C.5.3.2.1.** All eligible family members of a sponsor must be enrolled if any one of them is enrolled, with the following exceptions.

**C.5.3.2.1.1.** Children under the age of four may be excluded from enrollment if there is only one member of the family age four or older – allowing for an individual enrollment of the family member age four or older until any other family member reaches the age of four. DEERS will track the non-enrolled child of an enrolled member until age four, at which time DEERS will automatically enroll the child and any other children under age four. The contractor shall notify the sponsor of this enrollment change.

**C.5.3.2.1.2.** A sponsor may elect to enroll only those eligible family members residing in one location when the member has eligible family members residing in two or more locations. The sponsor must identify those family members residing in separate locations to the contractor.

**C.5.3.2.1.3.** For active duty/AGR family members only, in instances where a family member requires a hospital or special treatment environment (due to medical, physical handicap, or mental condition) for dental care otherwise covered by the TDP, the family member may be excluded from TDP enrollment and may continue to receive care from a military treatment facility. The sponsor must provide documentation to the contractor attesting to this requirement for a hospital or special treatment environment.

**C.5.3.2.1.4.** A Selected Reserve or IRR sponsor may enroll independently of their family members. Alternatively, a Selected Reserve or IRR sponsor may enroll their eligible family members and not themselves. Due to the distribution in payment of the premium, if a Selected Reserve or IRR sponsor and his/her family members enroll, there will be two policies under the same Social Security Number (e.g., a married Selected Reserve/IRR sponsor who enrolls with a spouse and one child, will be a single premium for the sponsor (60/40 Government/enrollee premium share) and a family premium for the family (100% enrollee premium share)).

**C.5.3.3. TDP Survivor Benefit.** When an active duty/AGR sponsor dies, while on active duty for a period of more than 30 days, the enrolled family members will continue to receive TDP benefits for three years from the month following the month of the active duty/AGR's sponsor's death as long as:

**C.5.3.3.1.** The family member was enrolled in the TDP at the time of the sponsor's death, or

**C.5.3.3.1.1.** If the family member is a child under the age of four (4) that was not voluntarily enrolled in the TDP per C.5.3.2.1.1, then for such children to be eligible in this case, other eligible family members must be enrolled in the TDP, or the child must be the only eligible dependent of an active duty/AGR, Selected Reserve or IRR (mobilization only) sponsor, or

**C.5.3.3.1.2.** The family members were not enrolled in TDP at the time of the sponsor's death, but were previously enrolled in the TDP, and disenrolled because either the sponsor was transferred to a CONUS duty station where space available dental care was readily available in the military dental treatment facility, or the sponsor was transferred to an OCONUS location.

**C.5.3.3.2.** When death occurs, DEERS will automatically disenroll the active duty/AGR enrolled family members from the active duty plan and automatically re-enroll the previously enrolled family members under the terms of the TDP survivor benefit and the Government will pay for 100% of the TDP premium. The contractor shall promptly notify the survivors of this enrollment and details of the survivor benefit. Contractual lock-in and lock-out provisions are not applicable to the TDP survivor benefit.

**C.5.3.3.2.1.** DEERS will track the three year TDP survivor benefit period and disenroll the family members at the expiration of the three year period. During the three year survivor benefit period, DEERS will also track a non-enrolled child of an enrolled family member until age four, at which time DEERS will automatically enroll the child and any other children under age four to a family survivor plan for the duration of the benefit period. The contractor shall promptly notify the survivors of this change to enrollment. Prior to disenrollment from the survivor plan, the contractor shall notify the family members of coverage termination.

**C.5.3.3.2.2.** This TDP survivor benefit shall also apply to enrolled family members of Selected Reserve and IRR (mobilization only) sponsors who die while in Selected Reserve and IRR (mobilization only) status, regardless of whether the sponsor was enrolled at the time of his/her death.



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**C.5.3.4. Lock-in and Lock-Out Periods.** All new enrollees will incur a 12-month lock-in period. There is a 12-month enrollment lock-out if the member fails to pay premiums during the 12-month lock-in period or disenrolls for other than valid reasons as specified in 32 CFR 199.13(c)(3)(ii)(E). Following a valid disenrollment or after disenrolling subsequent to the expiration of the lock-out period, an eligible enrollee may re-enroll at any time, with another 12 month lock-in. The TDP enrollment lock-in and lock-out requirements shall take precedence over the contractor's standard practice.

**C.5.3.5. Validation of Intent.** For the purpose of enrollment, the contractor shall validate the intent of those active duty, Selected Reserve or IRR members who, intend to continue their service commitment with their parent service for at least 12 months, when DEERS indicates they have less than 12 months remaining. This service commitment shall be calculated based on the time remaining in any single status (active duty, Selected Reserve or IRR) or any uninterrupted combination thereof.

**C.5.3.6. Partial month re-enrollment provision for Selected Reserve and IRR members.** When previously enrolled Selected Reserve and IRR members are released from active duty, the members will be automatically re-enrolled into the TDP by DEERS with coverage being effective the day following the release from active duty date.

**C.5.3.7.** The contractor shall provide standard commercial collection and payment methods for "direct billing" premium collection, including, but not limited to, Electronic Funds Transfer (EFT), credit card, personal check or money order.

**C.5.4. Cost-Shares.** CONUS network providers shall collect the cost-share amounts defined in Section J, Attachment 6a from enrollees at the time service is rendered or later bill the enrollee for the cost share amount. Enrollees using a non-network provider shall be reimbursed the appropriate benefit amount minus the cost share.

**C.5.4.1.** Enrollees who reside OCONUS must be Command Sponsored in order to receive OCONUS TDP cost-share benefits. Command Sponsored enrollees in non-remote countries must utilize a dentist on the Host Nation Provider (HNP) list who is located within 50 miles of the enrollee's address in order to receive OCONUS TDP cost-share benefits. When an enrollee does not comply with this requirement the Contractor shall provide the enrollee with a first notice on their DEOB, that the current claim will be paid at the Command Sponsored cost-share structure; however, future claims from non-HNP dentists will be paid at the Non-Command Sponsored rate. Should an enrollee submit a subsequent claim from a non-HNP dentist, the Contractor shall provide a final notice to the enrollee that future claims from a non-HNP dentist will be paid at the non-Command Sponsored rate.

**C.5.4.1.1** The Contractor will consider a TDP enrollee to be Command Sponsored if they are enrolled in either the TRICARE Overseas Program (TOP) Prime or TRICARE Global Remote Overseas (TGRO) program, as reflected in the Defense Enrollment Eligibility Reporting System (DEERS). However, if an enrollee has chosen not to enroll in the TOP or TGRO, but is Command Sponsored, and they can provide supporting documentation to the Contractor that provides proof of their Command Sponsorship, in accordance with the Joint Federal Travel Regulation (JFTR), they will be considered a Command Sponsored enrollee.

**C.5.4.1.2.** Non-Command Sponsored TDP enrollees who receive dental care OCONUS are responsible for CONUS cost-shares as well as any difference between the dentist's charge and Contractor's allowances for treatment.

**C.5.5. Maximum Benefit Payments.** The maximum annual benefit payment is [REDACTED] of paid allowable charges, per enrollee per contract year. The maximum lifetime benefit for orthodontic services is [REDACTED] per enrollee. The allowable amount paid by the contractor for some diagnostic and preventive care services (except sealants), and emergency services shall not be included in the annual benefit maximum (See Attachment 2, Benefits, Exclusions and Limitations for a complete listing). In addition, the allowable amounts paid for all other covered services shall be included in the annual benefit maximum. Enrollee cost shares shall not count against benefit maximums.

**C.5.5.1.** In OCONUS areas, the allowable charges used to reach the annual benefit maximum shall be calculated based on the contractor's approved provider fee schedule. The contractor shall base its allowable charge schedule on the ninety-fifth (95<sup>th</sup>) percentile of undiscounted charge data obtained from the contractor's most current (2004 or later) District of Columbia region provider fee schedule. This fee schedule shall be updated by the contractor on an annual basis to coincide with the start date of the next contract option period. The contractor shall pay OCONUS claims for covered services at the lesser of:

**C.5.5.1.1.** Billed charges, less applicable cost shares, or

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**C.5.5.1.2.** The ninety-fifth (95<sup>th</sup>) percentile of the contractor's most current (2004 or later) provider fee schedule for the District of Columbia region, less applicable cost shares.

**C.5.5.2. Exceptions to Maximum Benefit Payment.** The following paragraphs contain guidance on application of exceptions to maximums for OCONUS locations under various enrollee situations.

**C.5.5.2.1.** If an enrollee resides OCONUS and returns to seek care in the CONUS service area, then the contractor shall revert to CONUS procedures for processing claims against maximums. For care received in these locations, the contractor shall utilize the contractor's current applicable CONUS fee schedule as the basis for calculating the allowable charge against billed charges and the enrollee will be fully responsible for reimbursing the provider for applicable cost shares and any difference between billed and allowable charges.

**C.5.5.2.2.** Enrollees enrolled in the CONUS service area that visit OCONUS countries will be subject to OCONUS maximum computations and all other OCONUS service area provisions.

**C.5.5.3. OCONUS Maximum Benefit.**

**C.5.5.3.1. General.** In the OCONUS service area, the accumulation of charges against the annual/lifetime maximums is based on the methodology used in the CONUS service area since only the contractor's allowable charges (as calculated in C.5.5.1.) will accumulate toward the benefit maximums. Cost shares for services performed in OCONUS locations will not be applied against benefit maximums. Depending on the amount of the allowable charge and the amount remaining in the annual or lifetime benefit maximum, the enrollee may also be responsible for payment of the difference between the allowable charge and what the contractor has paid towards the annual or lifetime maximums. The concept of payment and accumulation against benefit maximums may vary based on the following three scenarios, and as further described in Section J, Attachment 6b.

**C.5.5.3.1.1. Maximums Will Not Be Exceeded Based on the Current Claim.** For all covered services other than orthodontics, prosthodontics and other restorative care, the contractor is at risk for the allowable portion of the billed charge for covered services, less applicable cost shares. The contractor shall reimburse the provider the full-billed charge (to include the entire amount of the applicable cost share). The Government will reimburse the contractor for the difference between the billed and allowable charge as well as any enrollee cost share. In instances where the enrollee submits the claim to the contractor for reimbursement, the contractor shall reimburse the enrollee the full billed charge (to include the entire amount of the applicable cost share).

**C.5.5.3.1.1.1.** For orthodontic, prosthodontic and other restorative care, procedures above generally apply, except that the enrollee is fully responsible for payment of the cost share. In instances where the enrollee submits the claim to the contractor for reimbursement, the contractor shall reimburse the enrollee the full billed charge (less the entire amount of the cost share).

**C.5.5.3.1.2. Maximums Will Be Exceeded Based on Current Claim.** For all covered services other than orthodontics, prosthodontics and other restorative care, if the allowable portion of the billed charges, less the enrollee's cost share, will exceed the annual maximum, the contractor is at risk up to the allowable amount remaining in the enrollee's maximum (less the applicable cost share). The contractor shall reimburse the provider a portion of the allowable charge, up to the amount remaining in the enrollee's maximum (to include the entire amount of the applicable cost share and any difference between the billed and allowable charge). The Government will reimburse the contractor for the difference between the billed and allowable charge as well as any enrollee cost share. The enrollee will be responsible to reimburse the provider for the difference between the allowable charge and what the contractor has paid against the remaining annual maximum. In instances where the enrollee submits the claim to the contractor for reimbursement, the contractor shall reimburse the enrollee a portion of the allowable charge, up to the amount remaining in the enrollee's maximum (to include the entire amount of the applicable cost share and any difference between the billed and allowable charge).

**C.5.5.3.1.2.1.** For orthodontic, prosthodontic and other restorative care, procedures above generally apply, except that the enrollee is fully responsible for payment of the cost share and, in the case of orthodontics, any previous contractor payments towards the lifetime maximum up to the lifetime maximum. For orthodontics, the Government will reimburse the contractor for any remaining portion of the allowable charge after the lifetime maximum has been paid. In instances where the enrollee submits the claim to the contractor for reimbursement, the contractor shall reimburse the enrollee a portion of the allowable charge, up to the amount remaining in the enrollee's maximum (to include any difference between the billed and allowable charge and the allowable charge and the maximum).

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**C.5.5.3.1.3. Maximums Have Already Been Exceeded.** In cases where the enrollee's maximum has already been reached, the enrollee will be fully responsible to reimburse the provider for the full billed charges, to include applicable cost shares. The contractor shall not reimburse the provider or enrollee for any portion of billed charges. The Government will not reimburse the contractor or the claimant for the allowable charge, the difference between the billed and allowable charge or any enrollee cost shares. In instances where the enrollee submits the claim to the contractor for reimbursement, the contractor shall not reimburse the enrollee for any portion of billed charges.

**C.5.5.4. OCONUS Non-Availability Form.** Enrollees shall be required to obtain a non-availability and referral form from the TRICARE Overseas Office for all orthodontic care in remote and non-remote overseas locations. A sample form is provided at Section J, Attachment 28.

**C.5.6. Participating Provider Networks and Access to Care.**

**C.5.6.1.** The contractor shall provide a stable, high-quality network or networks of general dental care participating providers (to include, but not limited to, appropriate specialty care providers such as pediatric dentists, oral surgeons, endodontists, and orthodontists) that are available to all CONUS enrollees.

**C.5.6.2. Participating Provider Reimbursement.**

**C.5.6.2.1.** TDP participating providers shall file all claims on behalf of the enrollee and shall agree not to balance bill enrollees.

**C.5.6.2.2.** The contractor shall ensure that following exhaustion of the annual dental benefit maximum or the lifetime orthodontic benefit maximum under this contract, enrollees continue to receive the benefit of the discounted participating provider rates.

**C.5.6.2.3.** Upon request, participating providers shall complete the DD Form 2813, Active Duty/Reserve Forces Dental Examination Screening Form provided at Section J, Attachment 8, at no additional cost to the enrollee.

**C.5.6.2.4.** Participating providers shall be reimbursed in accordance with the contractor's network agreements, less any cost-share amount due for authorized services.

**C.5.6.3.** Participating provider networks for the delivery of CONUS dental services shall be established to ensure that all access standards are met at the start of dental care delivery and continuously maintained throughout the Continental United States (CONUS) service area that includes the 50 United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands. Participating provider networks shall be developed to maintain a stable, high quality network of dental providers. Enrollees shall not be restricted as to their choice of provider.

**C.5.6.4.** The contractor shall provide the Contracting Officer with written notification within ten calendar days of the end of each month of any instances of participating provider network inadequacy relative to the access standards specified in C.5.16.1., by five digit zip code, and shall submit a corrective action plan with each notice of an instance of participating provider network inadequacy. (Participating provider network inadequacy is defined as any failure to meet the access standards.) This information shall be included in the Monthly Participating Provider Network Access Report (see F.3.3.3).

**C.5.6.5.** The contractor shall maintain an accurate, up-to-date list of participating providers including their specialty, work address, work fax number, and work telephone number for each service area, and whether or not they are accepting new enrollees. The contractor shall provide easy access to this list, to include making it available upon request, for all enrollees, providers, and Government representatives, and shall also post the list on its web site. The contractor shall maintain this list in a manner that maximizes ease of access and allows for electronic sorting of the providers. For the purposes of this requirement, "up-to-date" means an electronic, paper, telephone or combination of these approaches that accurately reflects the name, specialty, gender, work address, and work telephone number of each participating provider and whether or not the provider is accepting new patients. The information contained on all electronic lists shall be current within the last 30 calendar days.

**C.5.6.6.** The contractor shall ensure that participating providers do not require payment from an enrollee for any service that is denied TRICARE coverage as medically unnecessary or not meeting accepted standards of practice (i.e., the enrollee will be held harmless from financial liability), unless the enrollee is informed by the provider in advance of receiving the service that the service is excluded or excludable from TRICARE coverage, and the enrollee agrees

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nevertheless to pay for the service. Such agreement to pay by the enrollee shall constitute a waiver of the enrollee's right to be held harmless, and shall be evidenced in writing, either by written agreement or in clinical notes entered into the enrollee's clinical record contemporaneously with the time and date of agreement. The enrollee's decision to receive such service, without written evidence of the enrollee's agreement to pay notwithstanding exclusion from TRICARE coverage, shall not constitute a waiver of the enrollee's right to be held harmless. The enrollee will not be held harmless from financial liability if the enrollee fails to advise the participating provider, in advance of receiving the service, that he or she is a TRICARE TDP enrollee. Under "hold harmless," the enrollee has no financial liability and therefore has no further appeal rights for care that is denied TRICARE coverage. If the enrollee waives his or her right to be held harmless, however, the enrollee would be financially liable for the care received, and appeal rights appropriate to the circumstance would accrue to the enrollee.

**C.5.6.7.** When more than 25% percent or more than 200 enrollees in a specific five digit zip code area are unable to obtain a periodic or initial (non-emergency) dental examination appointment with a participating provider within the access standards specified in C.5.16.1, then TMA will designate that area as "non-compliant with the access standard." Once so designated, the contractor shall reimburse the non-participating providers selected by enrollees in that area (or a subset of the area or nearby zip codes in other five digit zip code areas as determined by TMA) at the level of the provider's usual fees less applicable enrollee cost-shares. Enrollee cost-shares shall be based on the contractor's fee schedule for that geographic area rather than the provider's usual fees. TMA shall determine when such area becomes compliant with the access standards.

**C.5.7. Non-Participating Providers.**

**C.5.7.1.** CONUS non-participating providers shall be reimbursed as specified below in C.5.10.2. Enrollees may be balance billed for the balance of the provider's fee. Reimbursement to the enrollee shall be minus the enrollee's cost share.

**C.5.7.2.** For cases where the contractor believes the OCONUS providers' services/practices are questionable, the contractor shall contact the cognizant TRICARE Overseas Office in advance of the contractor's intended action to coordinate the proper approach and response.

**C.5.8. Provider Standards.** Prior to the payment of any claims for dental services by CONUS providers, the contractor shall ensure that the provider has complied with the licensure requirements established by the state in which the services were rendered, including national and/or lower level requirements (e.g., state/province), as appropriate. Claims for services rendered by providers who do not meet applicable requirements shall be denied.

**C.5.8.1.** The contractor is responsible for determining the standard dental malpractice coverage required in the state (including state risk pools if applicable) for each participating provider (both professional and institutional). In the absence of a state law requirement for dental malpractice insurance coverage, the contractor is responsible for determining the local community standard for dental malpractice coverage, and the contractor must maintain the documentation evidencing both the standard and compliance by participating providers. In those cases where there are no state and/or community requirements, the contractor shall use their corporate/commercial participating provider dental malpractice insurance requirements for dental malpractice insurance coverage.

**C.5.8.2.** Each participating provider agreement must indicate the required coverage and the provider's compliance with the requirements.

**C.5.8.3.** Evidence documenting the required coverage of each participating provider under the contract shall be provided to the Contracting Officer upon request. The Contracting Officer retains the authority to determine whether state and/or local requirements for dental malpractice coverage have been met by a participating provider and whether the evidence documenting the required coverage complies with contract requirements.

**C.5.8.4.** The contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. Further, each participating provider is required to indemnify the government for any liability resulting from services provided to eligible beneficiaries under this contract.

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**C.5.9. Defense Manpower Data Center (DMDC) Support.** All Defense Enrollment Eligibility Reporting System (DEERS) data provided by the Defense Manpower Data Center (DMDC) to the TRICARE Management Activity (TMA) for the use of determining medical/dental eligibility, enrollment and medical/dental claims payment are subject to the Privacy Act of 1974, as amended.

**C.5.9.1. Eligibility Verification.** DEERS is the sole source for verifying eligibility and enrollment for the TDP. The contractor shall interface directly with DEERS through the government provided on-line enrollment software in accordance with the DEERS Interface Operational Description at Section J, Attachment 5a. All eligibility information, to include all eligible family members and coverage plans in which the family is eligible to be enrolled, will be provided to the contractor through this government provided on-line enrollment software and all voluntary enrollments/terminations will be performed using this government provided on-line software. Voluntary enrollment/termination information input using the government provided on-line software will be applied to the DEERS database and an enrollment transaction will be sent by DEERS to the contractor who must be able to apply the enrollment information sent by DEERS to their system. Sensitive enrollment/eligibility information (i.e., that subject to the Privacy Act) shall be maintained in the contractor's owned and operated IT system during the period of contract performance.

**C.5.9.2. DMDC SUPPORT OFFICE (DSO).** The DMDC Support Office (DSO) researches and resolves personnel or person discrepancies and corrects enrollment records. DSO hours of operation are 0600-1530 PST. Information on contacting and reporting issues to the DSO can be found in the Problem Reporting Guide.

**C.5.9.2.1.** The contractor must take all corrective actions within their capability before logging a ticket with DSO. This includes retroactive actions to the earliest possible date in DOES, even if an additional date change is required through DSO. Contractors shall have a quality control process in place to ensure the problem cannot be further corrected using DOES. The quality control process must also review all actions to ensure that requests are appropriate and accurate and that sufficient information about the problem is provided on the request. Any request that is not clear or complete will be returned to the contractor with a "Note to Contractor/Submitter" identifying the information or clarification needed and a request to resubmit the request with required information.

**C.5.9.2.2. Contractors must fulfill the following obligations before contacting the DSO for problem resolution:**

- Only three individuals (one primary, two backup) per contractor in each region may contact the DSO. An additional individual may also be designated to have access to resolve claim issues. It is the responsibility of the contractor to designate these individuals, inform their organization that all issues must be routed through either of these two people, ensure these individuals are properly trained and technically competent, and ensure compliance with this requirement.
- Contractors will forward the names, SSNs, telephone numbers, and e-mail addresses of their regions' designated primary and backup points of contact via password protected or encrypted e-mail to the DSO POC provided in the DWR on-line User's Guide and the TMA Program Manager. A contact number should be included in the e-mail for any follow-up that may be required. Each name listed should indicate whether the individual is the primary or back-up POC. For those contractors with more than one region, a single e-mail identifying the points of contact by region is sufficient.
- Contractors will forward updates to the DSO via encrypted e-mail when a primary or backup point of contact replacement occurs. The e-mail will provide the replacement's notification information as identified above as well as identifying who is being replaced. The DSO POC must be notified when a DWR user leaves their position so that their access can be removed immediately.

**C.5.9.3. Reporting Discrepancies And Corrections To Enrollments.** Problems or requests that are related to personnel or person discrepancies should be reported directly to DSO via the DMDC Support Office Web Request (DWR) application, a web-based on-line system. All issues submitted through DWR must be prioritized. Any issue that affects the beneficiary's immediate medical care should be indicated as "1- urgent". Any issue that affects their enrollment or disenrollment should be indicated "2- high priority". All other issues should be indicated "3-routine". The DSO will provide assistance for resolution of issues in the areas outlined below.

- Beneficiary doesn't show as eligible, contractor has documents that indicate eligibility.
- Duplicate person (individual listed as both spouse and child or a duplicate of the same person).
- Erroneous person data supported with appropriate documentation (such as incorrect Date of Birth (DOB)).

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**C.5.9.3.1.** Required enrollment corrections that cannot be performed in DOES include changes to an enrollment that is not the most current enrollment or segment that cannot be made current through a cancellation of a later segment via DOES. These types of requests should follow the TRICARE Correction Request procedures outlined below:

- Contractors must make reasonable efforts to internally resolve any issue prior to use of the DSO support services. The contractors should perform all actions to the extent possible in DOES before submitting the request to DSO for assistance. The DWR form will require an explanation of why the corrective action could not be performed in some cases.
- All TRICARE Correction Requests shall be checked for accuracy by the designated POCs prior to submission to DSO.
- All requests must be submitted in accordance with the guidelines provided in the User's Guide. The request must be submitted using the DWR located at: <https://www.dmdc.osd.mil/appj/dwr/>.
- All correction requests must include the POC's name and telephone number. The DSO analyst may contact the POC via telephone, if there are questions while working on a pending request. The DSO analyst will make two attempts, within two business days, to follow-up on questions with the DWR requestor. If the DSO analyst cannot obtain responses to the questions as a result of unsuccessful contact attempts, the "Note to contractor / submitter" will document the question and the attempts made to contact the submitter. DSO will then close the request and a new DWR request will need to be submitted by the requester should corrective action still be required.
- All requests will be handled in the order received, based on the priority level. However, the volume of requests may directly affect the response time. Note: Only those issues that affect the beneficiary's immediate care should be marked as urgent - Category 1.
- The contractor shall monitor the status of pending requests daily. The status of the request may be viewed by the contractor at any time.
- Requests submitted with incomplete information will show as 'closed' in DWR. The 'Note to contractor/submitter' will explain the reason why it was closed; they are not returned to the contractor for additional information.

**5.9.4. SYSTEM INTEGRATION, IMPLEMENTATION AND TESTING MEETINGS.** The TMA hosts regularly scheduled meetings, via teleconference, with contractor and government representatives. Government attendees may include, but are not limited to Defense Manpower Data Center (DMDC), Tri-Service Information Management Program Office (TIMPO) and Defense Information System Agency (DISA). The purpose of these meetings is to:

- Review the status of system connectivity and communications.
- Identify new DEERS applications or modifications to existing applications, e.g., DEERS On-line Enrollment System (DOES).
- Issue software enhancements.
- Implement system changes required for the implementation of new programs and/or benefits.
- Review data correction issues and corrective actions to be taken (e.g., catastrophic cap effort--review, research and adjustments).
- Monitor results of contractor testing efforts.
- Other activities as appropriate.

**5.9.4.1.** TMA provides a standing agenda for the teleconference with the meeting announcement. Additional subjects for the meetings are identified as appropriate. Contractors are required to ensure representatives participating in the calls are subject matter experts for the identified agenda items and are able to provide the current status of activities for their organization. It is also the responsibility of the contractor to ensure testing activities are completed within the scheduled time frames and any problems experienced during testing are reported via "TestTrack Pro" for review and corrective action by TMA or their designee. Upon the provision of a corrective action strategy or implementation of a modification to a software application by TMA (to correct the problem reported by the contractor), the contractor is responsible for retesting the scenario to determine if the resolution is successful. Retesting shall be accomplished within the agreed upon time frame. Contractors are required to update "TestTrack Pro" upon completion of retesting activities.

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**5.9.4.2.** TMA will also document system issues and deficiencies into “TestTrack Pro” related to testing and production analysis of the contractors systems and processes. Upon the provision of a corrective action strategy or implementation of a modification to a software application by the contractor (to correct the problem reported by TMA), the contractor is responsible for retesting the scenario to determine if the resolution is successful. Retesting shall be accomplished within the agreed upon time frame. The contractor shall correct internal system problems that negatively impact their interface with the Business to Business (B2B) Gateway, Military Health System (MHS), DMDC, etc. and or the transmission of data, at their own expense.

**5.9.4.3.** Each organization identified shall provide two Point of Contacts (POCs) to TMA to include telephone and e-mail contact and will be used for call back purposes, notification of planned and unplanned outages and software releases. POCs will be notified via e-mail in the event of an unplanned outage using the POC notification list, so it is incumbent upon the organizations to notify TMA of changes to the POC list.

**C.5.10. Claims Processing.**

**C.5.10.1.** The contractor shall process dental care claims to completion (payment or denial) in an accurate and timely manner (as defined in Section J, Attachment 1, “Processed to Completion”). Non-participating provider claims filed by the enrollee shall be paid to the enrollee in U.S. Dollars, unless the enrollee assigns payment to the provider in which case the payment shall be made in local currency. The contractor shall retain all claims that contain sufficient information to allow processing and all claims for which missing information may be developed from in-house sources, including DEERS and contractor-operated or –maintained electronic, paper, or film files.

**C.5.10.2.** For CONUS enrollees using non-participating providers, the contractor shall pay these claims (minus the appropriate cost-share) at the lesser of: (1) Billed charges or (2) prevailing charges at the 50th percentile for that geographic area as listed in the most current version available of the Prevailing Health Care Charges System<sup>®</sup>, from Ingenix Health Intelligence (<http://www.ingenix.com/esg/transition.php?solution=6&market=1>) at the time the claim is adjudicated.

**C.5.10.2.1.** The Contractor shall provide the respective TRICARE Area Office (TAO) Dental Representative and the TMA Dental Director, on an ongoing basis, the names of non-Host Nation Providers identified on dental claims received from OCONUS non-remote locations.

**C.5.10.3. Non-participating Provider Claim Form.** The contractor shall accept any American Dental Association (ADA) approved claim form from enrollees using non-participating providers. The contractor shall stock and distribute ADA approved claim forms that enrollees may use for non-participating provider claims. The contractor shall maintain at least one ADA approved form on its web site allowing enrollees to complete the form online and then download for submittal.

**C.5.10.4.** The contractor shall follow coordination of benefits rules in accordance with general industry standards and guidance set forth by the National Association of Insurance Commissioners. Where TRICARE is secondary payer, the contractor shall reimburse the enrollee (or provider as applicable) for the full billed amount remaining following payment by the primary payer, up to the amount the TDP would have paid had the TDP been primary.

**C.5.10.5. Dental Explanation of Benefits (DEOB).**

**C.5.10.5.1.** The contractor shall match drafts/checks with DEOBs prior to mailing. The contractor may issue summary DEOBs for multiple episodes of care to the same provider as long as the summary DEOB is matched to the draft/check that is issued.

**C.5.10.5.2.** The contractor shall make payment for covered services to either the provider or enrollee depending upon which party initially submitted the claim. For provider submitted claims, the contractor shall forward the draft/check to the provider and a DEOB to both the provider and the enrollee. If an enrollee submits the claim and states that payment should be made directly to the provider, the enrollee must sign the portion of the claim form that assigns benefits to the provider and the contractor must clearly explain this assignment procedure in their marketing materials. If the contractor is unable to determine which party forwarded the claim, payment shall be made to the provider.

**C.5.10.5.3.** All DEOBs shall be written in English. DEOBs shall include the contractor’s commercial telephone numbers and the business operating hours in Eastern Time.

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**C.5.10.5.4.** All DEOBs sent to enrollees shall only include the last four digits of the enrollee's Social Security Number.

**C.5.10.5.5.** All DEOBs shall include a statement advising recipients to notify the contractor if the care identified on the DEOB was not actually received.

**C.5.10.6. TDP Contractor Data Submission Requirement.** The contractor shall produce and provide TDP data with the intent of providing the Government with access to the contractor's full set of data associated with the TDP. The data shall include, but are not limited to, data concerning the participating providers, non-participating providers, enrollment information, authorizations, claims processing, claims payment, enrollee care and service data, and incurred cost data.

**C.5.10.6.1.** The contractor shall provide ready access to contractor maintained dental data to support DoD financial planning, dental health systems planning, dental resource management, clinical management, clinical research, and contract administration activities. The contractor shall provide two data files to the Government; (1) TDP Data Elements and (2) a TDP Participating Provider File. Contractor maintained data shall be supplied to TMA and shall consist of (at a minimum) the data elements identified in Section J, Attachment 13. The Provider File must consist of (at a minimum) the data elements identified in Section J, Attachment 14 and shall be built such that Provider Tax ID/Provider Suffix ID will link to Claim File/Data Elements Required by TMA for the TDP. The entire Provider file database will be transmitted to TMA each month; inclusive of all providers that accept TDP assignment.

**C.5.10.6.2.** The data files shall be transferred from the contractor to the Government on monthly data feeds, reflecting previous month's claim activity. The data file(s) will be formatted as an ASCII File, with fixed Length and in the Data Element Required listed order. They must comply with the Department of Defense Information Assurance Certification and Accreditation process (DIACAP) and encryption described in C.6. below.

**C.5.11. Predetermination requests.** The contractor shall provide predetermination requests to determine the extent of coverage for a proposed course of treatment. A predetermination authorization is not a guarantee of payment but indicates the amount payable given the information available at the time the predetermination request is processed. Each review must be dated, include the name, credentials, and signature of the reviewer, and provide the rationale for any decision.

**C.5.12. Appeals.** The contractor shall operate a functioning, appropriately staffed and trained appeals unit committed to fair, timely and accurate processing of benefit determinations. The contractor shall have a two tiered process, including initial determination and reconsideration appeal, performed by separate parties (either internally or externally or a combination thereof) and shall comply with 32 CFR 199.13(h) (with cross-references to 32 CFR 199.10). All levels of appeals shall be exhausted at the contractor level prior to a formal review or hearing by the TMA, Appeals, Hearings, and Claims Collection Division. In order for an appeal to be valid, there must be a disputed question of fact which, if resolved in favor of the appealing party, would result in an extension of benefits. The contractor shall:

**C.5.12.1.** Ensure that reconsideration determinations based on lack of medical necessity or other reason related to reasonableness, necessity, or appropriateness, are reviewed by a licensed Doctor of Dental Medicine (D.M.D.) or licensed Doctor of Dental Surgery (D.D.S.); and not the individual who made the initial denial determination. Exception: A reconsideration determination fully overturning the initial denial determination can be made by the reviewer who issued the initial denial determination. In a separate document to be included in the appeal case file, each clinical reviewer shall include rationale for the approval or denial of coverage (i.e., a complete statement of the evidence and reasons for the denial in language comprehensible to a lay person).

**C.5.12.2.** Obtain all necessary documentation from involved parties to arrive at a proper reconsideration determination. Improperly developed or incomplete case files received by TMA may be returned to the contractor for additional development, completion, and, if appropriate, issuance of a revised reconsideration determination.

**C.5.12.3.** Maintain a proper appeal case file, to include the initial determination and its basis, documentation of the date of receipt of the reconsideration request, the detailed basis for the reconsideration determination (to include an explanation of clinical/dental documentation reviewed and applicable citations in the Benefit Booklet), evidence submitted by the parties, signed legible copies of clinical reviews, copies of the reconsideration determination that were provided to the parties, documentation of the delivery or mailing, relevant claim forms, the professional qualifications statement (i.e., Board Certification status) of the dental clinical reviewer, and an Appeal Summary Log similar in form to Section J, Attachment 11. The contractor shall forward a draft of this log to the COR for comment and approval at least 150 calendar days prior to the start date of dental care delivery. The contractor shall mail the complete case file to TMA within five working days from the date of the contractor's receipt of TMA's request.

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**C.5.12.4.** Maintain an updated record of dental clinical reviewer professional qualifications in a format similar to that in Section J, Attachment 12 and supply these qualifications to TMA upon request. The contractor shall forward a draft of this qualification form to the COR for comment and approval at least 150 calendar days prior to the start date of dental care delivery.

**C.5.12.5.** Provide appealing parties with interim written responses to the requests for reconsideration by the 60th calendar day following receipt of any case not processed to completion within 60 days.

**C.5.12.6.** Notify all parties to a reconsideration determination of the findings of the reconsideration decision.

**C.5.12.7.** Reprocess contractor determinations reversed in whole or in part by the contractor's reconsideration determination within 21 calendar days.

**C.5.12.8.** Produce legible hard copies of each initial and reconsideration determination upon request until the document is six years old.

**C.5.13. Grievances.** The contractor shall develop and implement a grievance system, separate and apart from the appeals process. The grievance system shall allow full opportunity for aggrieved parties to seek and obtain an explanation for and/or correction of any perceived failure of a participating provider or contractor personnel to furnish the level or quality of care and/or service to which the enrollee may believe he/she is entitled. The contractor's system will ensure that grievances are handled in a timely, accurate, and thorough manner consistent with the standards in Paragraph C.5.16.6.

**C.5.14. Management.**

**C.5.14.1.** The contractor shall establish and maintain effective management strategies, staff education and training programs, lines of authority, and reporting and coordination interfaces with the Government.

**C.5.14.2.** In addition to the security requirements for contractor information systems/networks under C.6 below, the contractor shall also operate TDP systems of records strictly in accordance with controlling laws, regulations, and DoD policy on confidentiality and privacy of individually identifiable information as referenced in Section J, Attachment 9. The contractor shall also provide and document necessary and appropriate training of all workforce members (e.g., all employees, volunteers, trainees, and other persons who conduct and perform work for the contractor) in the proper handling and safeguarding of this information.

**C.5.14.3. Quality Management/Quality Improvement Program.** The contractor shall establish and continuously operate a quality management/quality improvement program designed to monitor dental health improvement of beneficiaries, and covering every aspect of the contractor's operation, both internally and externally. A report listing problems identified by the contractor's quality management/quality improvement program and the corrective actions planned and initiated shall be provided to the Contracting Officer in accordance with F.3.4.1.

**C.5.14.3.1.** At a minimum, the quality management/quality improvement program shall include the following components:

**C.5.14.3.1.1. Quality Practices.**

**C.5.14.3.1.2. Claims Processing.**

**C.5.14.3.1.3. Internal Controls.**

**C.5.14.3.1.4. Utilization Review, Claims Review, and Utilization Management processes.**

**C.5.14.3.1.5. Credentialing and re-credentialing activities.**

**C.5.14.3.1.6. Access to Care monitoring procedures.**

**C.5.14.3.1.7. Member Communications activities and Satisfaction monitoring procedures.**

**C.5.14.3.1.8. Delegated Activities oversight management.**

**C.5.14.3.1.9. Disease Prevention and Health Promotion initiatives.**

**C.5.14.3.1.10. Appeals and Grievances procedures.**

**C.5.14.3.2.** The contractor shall also provide a quarterly dental health plan report card, specified at F.3.4.4., that monitors outcomes measures for the program. This report card shall, at a minimum, monitor the following general categories of outcomes measures:

**C.5.14.3.2.1. Access and Satisfaction.**

**C.5.14.3.2.2. Use of Services.**

**C.5.14.3.2.3. Effectiveness of Care.**

**C.5.14.3.2.4. Utilization and Membership.**

**C.5.14.4. Records Management.** All contractor records generated under this contract shall be maintained in accordance with 36 CFR 1222.48 and Section J., Attachment 10, entitled "Records Management." The contractor shall identify its Records Manager to the Contracting Officer within ten calendar days of award. Following contract award, the contractor shall schedule its Records Manager to attend the next available TMA records management class (a five day course) presented in Aurora, Colorado, and attend the course annually thereafter.

**C.5.14.5. Fraud and Abuse.** The contractor shall implement a Fraud and Abuse Detection Plan, by the beginning of Option 1, in accordance with 32 CFR 199.9 (except for paragraph e and any reference to 32 CFR 199.11) and Section J, Attachment 7.

**C.5.14.6. Legal matters.** The contractor shall provide telephonic and written notice to the TMA Office of General Counsel within three calendar days, of receipt of any civil or criminal complaints or subpoenas filed against it in any judicial or administrative tribunal pertaining to services under this contract. For informational purposes only, the contractor shall provide written notice to the Contracting Officer of any civil or criminal complaints or subpoenas filed against any participating provider within seven calendar days of when the information first becomes known to the contractor.

**C.5.14.7. Contractor Solvency Requirements.**

**C.5.14.7.1.** The contractor and its parent corporation (if applicable) shall provide quarterly financial statements with a cover narrative that explains any unusual operating variances, identifies and discusses significant financial events and is attested to by a responsible corporate officer. Additionally, an independently audited annual financial statement of the contractor and its parent corporation (if applicable) with consolidated financial statements, and the management letter shall be provided to the Contracting Officer within 90 calendar days following the end of the contractor's fiscal year.

**C.5.14.7.2.** The contractor shall establish and maintain a [REDACTED] claim reserve by the end of the first month of Option Period 1, and to hold such reserve until completion of the phase-out period.

**C.5.14.7.2.1.** Claim reserve includes the liability for all incurred claims that have not yet been paid. It includes incurred but not reported claims as well as reported but not yet paid claims. The [REDACTED] claim reserve can be counted toward the contractor's claim reserve as required by state regulation or accounting standards. The claims reserve must reside in a segregated, limited access account separate and distinct from other company reserves. The value of the reserve must remain at \$40 million at all times until the completion of the phase-out period. The contractor may withdraw earned interest as long as the balance does not fall below [REDACTED]

**C.5.14.7.2.2.** The Government defines "limited access account" to include all of the following:

**C.5.14.7.2.2.1.** The reserve shall not be accessible to more than four senior management and operations individuals with two concurrent signatures required for any transaction (one senior manager and one operations individual).

**C.5.14.7.2.2.2.** The number of monthly access transactions should be limited to one or two per month.

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**C.5.14.7.2.3.** The balance in the reserve shall be solely and entirely for maintaining the minimum (b)(4)

**C.5.14.7.2.3.** The contractor shall report transactions and balances on the reserve account each fiscal year as part of its annual report.

**C.5.14.8. Government and Contractor Visits/Meetings and Focused Reviews.** The contractor shall participate in four meetings with Government representatives per contract year of which two are anticipated to be held at TMA, Aurora CO, and two at TMA, Falls Church, VA. Attendance at these meetings shall be at no additional cost to the Government. The request for attendance for any additional meetings will be at the direction of the Contracting Officer. All costs associated with the additional meetings shall be in accordance with the Joint Travel Regulation, which can be found on <http://www.dtic.mil/perdiem/>. (NOTE: The meetings and travel required in this paragraph are exclusive of those specifically identified elsewhere in the contract.)

**C.5.14.9. Misdirected Communications.** The contractor shall forward, within three working days of identification, all out-of-jurisdiction claims to the appropriate contractor (e.g., regional Managed Care Support Contractor or Retail Pharmacy contractor). All out-of-jurisdiction correspondence and appeals received from the Government, private providers and the public shall be returned to the sender within three working days of receipt. Out-of-jurisdiction communications includes correspondence, appeals, emails, faxes, and phone messages.

**C.5.15. Customer Service.** The contractor shall operate a customer service program to provide customer support via telephonic, facsimile, written and electronic media, respond to negative feedback and meet the contractual standards for performance. The contractor's Customer Service center shall be available to answer enrollee inquiries, in accordance with contract standards, 24 hours per day, Monday through Friday caller's local time. The contractor's customer service center shall be able to communicate with non-English speaking enrollees or providers, including at a minimum, German, Italian, Spanish, Japanese and Korean.

**C.5.15.1.** Both CONUS and OCONUS enrollees shall be provided with a TDP specific toll free telephone number to call for general information, assistance in locating a provider, status of claims, or other TDP related issues. If the contractor uses an Automated Response Unit to answer incoming telephone calls, the initial listing of menu choices shall offer the caller the opportunity to immediately speak with a Customer Service Representative.

**C.5.15.1.1. Calls from Europe Service Area.** The contractor shall provide commercial toll-free telephone service from Germany, the United Kingdom, and Italy 24 hours a day, Monday through Friday caller's local time. At a minimum, the contractor's customer service center shall be able to communicate with enrollees or providers in English, German, and Italian.

**C.5.15.1.2. Calls from Other OCONUS Service Areas.** The contractor shall provide commercial toll-free telephone service from Canada, Japan, South Korea, Australia, Bahrain, Bolivia, Columbia, Egypt, Panama, Saudi Arabia, Turkey, Belgium, Greece, Iceland, Netherlands, Norway, Portugal, Spain, Switzerland and commercial toll telephone service from the other remaining OCONUS service areas. The contractor shall staff OCONUS telephone service for calls to and from these OCONUS service areas 24 hours per day, Monday through Friday caller's local time. At a minimum, the contractor's customer service center shall be able communicate with enrollees or providers in English, Japanese and Korean.

**C.5.15.2.** The contractor shall provide prompt responses to written correspondence received either via hardcopy or electronic media. Priority correspondence is that correspondence received from Members of Congress, DoD leadership and/or TMA leadership.

**C.5.15.3.** The contractor shall provide a web site that will provide information to enrollees including, at a minimum, an explanation of the TDP benefit, a listing of participating providers accepting new patients searchable by zip code, and contractor contact information. This information shall include phone numbers, mailing, and email address(es). The web site shall also provide online access to the TDP Dental Benefits Booklet, the TDP Benefits Brochure, an ADA approved Non-Participating Provider Claim Form for use by enrollees under the TDP, and a link to TMA's main TRICARE web site at <http://www.TRICARE.osd.mil>. The web site design and content shall be subject to review and approval by the Contracting Officer prior to activation.

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**C.5.16. Standards.**

**C.5.16.1. Participating Provider Network Access.** Ninety-nine (99) percent of enrollees shall have access to a general dentistry participating provider within 35 driving miles of their primary residence, and be able to obtain an appointment within 21 calendar days of requesting an appointment.

**C.5.16.1.1. Participating Provider Turnover.** Participating provider turnover rate within the 50 United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands shall not exceed 5% of participating providers annually. Turnover shall be defined as all active practicing network dentists terminating participation. Provider departures due to retirement, death, and inactive/suspended license will not be counted.

**C.5.16.2.** Claims processing standards, measured on a monthly basis, shall be as follows:

<u>CATEGORY</u>	<u>STANDARD</u>
Process Claim to Completion	94% within 14 calendar days of receipt
	98% within 30 calendar days of receipt
	100% within 60 calendar days of receipt
Claim Payment Accuracy	99%
Coding Accuracy	99%

Payment and coding errors shall be corrected within 10 calendar days of identification of the error.

**C.5.16.2.1.** For purposes of computing claims processing cycle times, the date of claim receipt and date of completion shall be computed as defined in Section J, Attachment 1, Definitions, “Processed to Completion” and “Receipt of Claim, Correspondence or Appeal,” to this contract. For purposes of computing claims payment accuracy and coding accuracy, the contractor shall define and adhere to the definitions and methodology to be employed.

**C.5.16.3.** Customer service standards, measured on a monthly basis, shall be as follows:

<u>CATEGORY</u>	<u>STANDARD</u>
Telephone Answering (Initial answer)	100% within 10 seconds
Transfer to Customer Service Rep	95% within 30 seconds of selection by caller
Telephone Call Blockage rate	2% or less at all times measured, at a minimum, hourly
Abandoned Call Rate	2% or less at all times measured, at a minimum, hourly
Telephone Calls Completed	90% during the initial call
	100% within three business days
Priority Written Correspondence	95% within 7 business days
	100% within 20 business days
Non-priority Written Correspondence	90% within 10 business days
	100% within 25 business days

**C.5.16.3.1.** For purposes of computing telephone call processing cycle times, the date of completion shall be computed as defined in Section J, Attachment 1, Definitions, to this contract.

**C.5.16.3.2.** For purposes of computing correspondence processing cycle times, the date of receipt and date of completion shall be computed as defined in Section J, Attachment 1, Definitions, to this contract.

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**C.5.16.3.3.** Any correspondence or written material sent to the enrollee by the contractor that includes the enrollee's Social Security Number shall only include the last four digits of the number.

**C.5.16.4. TRICARE Area Office (TAO) Relations Program.** The primary interface between OCONUS providers and the Government in the OCONUS service area will be the TRICARE Area Office/Overseas Dental Treatment Facilities. The contractor shall develop a TAO relations program to facilitate this interface. The program shall be developed and maintained in coordination with the COR and the TAO. In support of the contractor's TAO Relations Program, TMA/C&CS will develop and print provider reference materials in multiple languages as requested by the contractor. The contractor is required to distribute printed provider reference materials to the TAO for stocking and distribution.

**C.5.16.5. Appeals processing standards shall be as follows:**

**C.5.16.5.1. Processed Appeal.** Ninety-five percent of total cases appealed shall be processed to completion within 60 calendar days. One hundred percent of total cases appealed shall be processed to completion within 90 calendar days. Appeal cases shall be tracked from the date of receipt of a request for reconsideration by the contractor.

**C.5.16.5.2. Appeal Processing Accuracy.** Ninety percent of all reconsideration cases shall be accurately processed. Once identified by TMA as an inaccurately processed reconsideration, and before a formal review is conducted, the file will be returned to the contractor and the contractor shall issue a revised reconsideration within ten calendar days of receipt of the returned appeal.

**C.5.16.5.3. Reprocessing of Determinations.** Determinations reversed in whole or in part by the contractor's reconsideration determination, TMA's formal review determination, or by a hearing final decision, shall be reprocessed by the contractor within 21 calendar days of the date of the reconsideration determination, or the date of receipt by the contractor of the formal review determination or hearing final decision.

**C.5.16.6. Grievance Processing Standards.**

**C.5.16.6.1.** The contractor shall process grievances and document results within 60 calendar days of receipt of the grievance. The contractor shall notify the Contracting Officer of all grievances not processed to completion within 60 calendar days of receipt.

**C.5.16.6.2.** The contractor shall provide an interim written response to the filer of the grievance by the 30<sup>th</sup> calendar day after receipt for all grievances not processed to completion by that date.

**C.5.16.6.3.** The contractor shall provide a written response to the filer of the grievance within 60 calendar days of receipt of the grievance. Written correspondence shall include a point of contact for the beneficiary to contact for further information, and shall provide an opportunity for the grievant, if not satisfied with the resolution, to request a second review by a different individual.

**C.5.17. Host Nation Provider List Services.** The Contractor shall maintain and update, on at least a monthly basis, the TMA developed Host Nation Provider (HNP) List for OCONUS non-remote dental offices and remote orthodontic dental offices. The OCONUS "non-remote" countries are Azores, Bahrain, Belgium, Diego Garcia, Germany, Iceland, Italy/Sardinia, Japan, Portugal, South Korea, Spain, Turkey, and the United Kingdom. The OCONUS "remote" countries are considered to be all other countries not identified herein as "non-remote". (Also see Section J, Attachment 1 - Definitions and Attachment 25 - TRICARE Dental Program Government OCONUS Concept of Operations.) A current list of HNPs compiled by TMA will be provided to the Contractor by the Government."

**C.5.17.1. Host Nation Provider List.** The Contractor shall maintain the HPN list so that it is accurate and up-to-date. The Contractor shall update the electronic HNP lists within five business days of receipt of the monthly addition and/or deletion notice from the TRICARE Dental Care Director. The list will consist of general dental care providers (to include, but not limited to, appropriate specialty care providers such as pediatric dentists, oral surgeons, endodontists, orthodontists, and implant specialists) who are available to provide care to OCONUS TDP enrollees within the three TAO areas. Provider information on the list shall include: the provider's specialty, implant training, work address, work fax number, and work telephone number information, and, if applicable, annotation as a TRICARE OCONUS Preferred Dentist (TOPD).

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**C.5.17.1.2.** The Contractor shall maintain an up-to-date HNP List to assist OCONUS enrollees with the selection of a dental care provider. For enrollees in remote locations, the Contractor, TAO, and respective Uniformed Service will provide notice to the enrollees to first contact their respective TAO before seeking any dental care. For non-orthodontic or implant services, enrollees in remote locations may seek care from any dental provider for covered services only if a HNP List has not been developed for their location.

**C.5.17.1.3.** The Contractor shall maintain an up-to-date HNP List on the Contractor's Web site and provide connectivity for each TAO to access/link to the HNP List from the TAOs' Web sites. The Contractor shall provide easy access to the current up-to-date HNP list, to include making it available upon request, for all enrollees, providers, and Government representatives. The Contractor shall maintain the HNP list in a manner that maximizes ease of access and allows for electronic sorting of the providers. For the purposes of this requirement, ease of access means by electronic, paper, telephone or combination of these approaches that accurately conveys the name, specialty, implant training, gender, work address, and work telephone number of each HNP, and TOPD status to the party seeking HNP list information.

**C.5.17.2. TRICARE OCONUS Preferred Dentist (TOPD)**

**C.5.17.2.1.** The Contractor is required to make an ongoing effort to develop agreements with approximately 10% of the non-remote HNPs to be identified as TRICARE OCONUS Preferred Dentists (TOPDs). A HNP that agrees to become a TOPD shall agree to collect only the applicable cost-share amount at the time of appointment from the enrollee. Enrollees utilizing a TOPD will not be required to submit the claim to the Contractor. The TOPD will submit claims directly to the Contractor for authorized and/or covered services rendered to TDP enrollees. The Contractor will provide the TOPD and the enrollee with a dental explanation of benefits (DEOB) indicating the amount of the claim paid by the Contractor and the amount paid/to be paid by the enrollee. Payments for services which are not covered or authorized by the TDP remain the responsibility of the enrollee.

**C.5.17.2.2.** The HNP List shall be annotated by the Contractor to identify those providers who have obtained the TOPD status.

**C.5.17.3. Host Nation Provider Reports**

**C.5.17.3.1.** The Contractor will provide a monthly OCONUS Dental Provider Data Report broken out by Country Cumulative and Country for the Month; by TAO Regions Cumulative and TAO Regions for the Month; and by Summary Cumulative and Summary for the Month as specified in F.3.5.3.

**C.5.17.3.2.** The Contractor shall provide the TDP Contracting Officer's Representative (COR), on a semi-annual basis, an electronic copy of a complete up-to-date HNP list for each OCONUS TRICARE area (see F.3.5.4.). The list is to be delivered in the same sortable electronic format agreed to for reports (see F.3.1). At the end of the contract a final copy of the HNP list will be provided to the COR.

**C.5.17.4. Educating/Assisting HNPs and TOPDs**

**C.5.17.4.1.** The Contractor shall assist in educating/assisting HNPs and TOPDs to understand the specific coverage, billing, and claim filing requirements of the TRICARE Dental Program. Provider education and marketing materials required to facilitate participation as a preferred provider, or to encourage provision of care to TDP enrollees are the responsibility of the Contractor. The Government will review Contractor-developed materials for provider education or marketing upon request by the Contractor.

**C.5.17.5. Host Nation Provider List - Government-Owned/-Furnished Property and Services.**

**C.5.17.5.1.** The HNP list, though maintained by the Contractor, is considered Government-owned/furnished property and can be used by the Government at whatever time and for whatever purpose at its own discretion. The Government shall maintain oversight of the TRICARE overseas HNPs and lists.

**C.5.17.5.2.** The Government shall serve as facilitator to the Contractor when necessary on specific beneficiary/HNP issues.

**C.5.17.5.3.** Section J, Attachment 25 contains a description of the TDP Government OCONUS Concept of Operations and is provided for informational purposes.

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**C.5.17.5.4.** Section J, Attachment 19 provides a copy the TDP Host Nation Provider Screening Form used by TMA to verify/re-verify OCONUS dentist dental practices and is provided for informational purposes.

**C.5.17.5.5.** The Government will produce all marketing and education materials related to the list of HNPs.

**C.5.18.** Defense Integrated Military Human Resources System (DIMHRS)

**C.5.18.1.** The Contractor shall perform the initial software / hardware installation and the integration / communication testing required to implement DIMHRS (see Attachment 35).

**C.5.18.2.** The Contractor shall obtain two SSL certificates and a DoD approved External Certification Authority (ECA) certificate (see Attachment 35).

**C.5.18.3.** The Contractor shall uninstall DIMHRS related software / hardware upon completion of project.

**C.6. INFORMATION ASSURANCE - DoD Information Assurance Certification and Accreditation Process (DIACAP) and Physical and Personnel Security.**

**C.6.1. Certification and Accreditation (C&A) Requirements.** Contractor information systems (IS)/networks that are involved in the operation of systems of records in support of the DoD MHS shall operate in accordance with controlling laws, regulations, and DoD policy. C&A requirements apply to all DoD and contractor IS/networks that receive, process, display, store, or transmit DoD information. The contractor shall comply with the C&A process for safeguarding sensitive information (SI). Certification is the determination of the appropriate level of protection required for IS/networks. Certification also includes a comprehensive evaluation of the technical and non-technical security features and countermeasures required for each system/network. Accreditation is the formal approval by the government to operate the contractor's IS/networks in a particular security mode using a prescribed set of safeguards at an acceptable level of risk. In addition, accreditation allows IS/networks to operate within the given operational environment with stated interconnections and with appropriate level of protection for the specified period.

**C.6.1.1** The contractor shall comply with C&A requirements, as specified by the government, that meet the appropriate information assurance (IA) requirements of the DoD. The C&A requirements shall be met before the contractor's system is authorized to access DoD data or interconnect with any DoD IS/network that receives, processes, stores, displays, or transmits DoD data. The contractor shall initiate the C&A process by providing, for receipt by the Contracting Officer within 60 days following contract award, the required documentation necessary to receive an Approval to Operate (ATO). The contractor shall make their IS/networks available for testing, and shall initiate the C&A testing four months (120 days) in advance of accessing DoD data or interconnecting with DoD IS/networks. The contractor shall ensure the proper contractor support staff is available to participate in all phases of the C&A process. They include, but are not limited to the following:

- Attending and supporting C&A meetings with the MHS IA Team, Contracting Officer, and Contracting Officer's Representative.
- Supporting/conducting Vulnerability mitigation implementation.
- Supporting the MHS IA team during system security testing.

Contractors must confirm that the IS/network configuration baseline has been stabilized and will not change prior to initiating testing.

- Confirmation of the baseline configuration shall be agreed upon during the definition of the C&A boundary and be signed and documented as part of the SSAA.
- Stabilizing the system means that there shall be no changes made to the configuration of the system's baseline (within the C&A boundary) during the C&A process.

Contractors shall not change the configuration baseline once testing has been started. The configuration baseline shall not be changed until after all C&A activities have been completed. Vulnerabilities that have been identified by the government as "must-fix" issues during the C&A process must be mitigated according to the timeline identified by the MHS IA Team. The "Military Health System (MHS) C&A Checklist" is provided for assistance regarding meeting the C&A requirements. Reference material and C&A tools may be obtained at [http://www.tricare.osd.mil/tmis\\_new/ia.htm](http://www.tricare.osd.mil/tmis_new/ia.htm). The "Military Health System (MHS) DIACAP Checklist" (Section J, Attachment 17) is provided for assistance regarding meeting the DIACAP requirements.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

After contract award date, and an ATO is granted to the contractor, reaccreditation is required every three years or when significant changes occur that impact the security posture of the contractors' information system. An annual review shall be conducted by the TRICARE Management Activity Information Assurance Office that comprehensively evaluates existing contractor system security posture in accordance with FISMA.

**C.6.2 Information Assurance Vulnerability Management (IAVM).** The contractor shall implement an Information Assurance Vulnerability Management (IAVM) program. As part of the program, the contractor shall provide a primary and secondary point of contact for the MHS Information Assurance Vulnerability Alert (IAVA) coordinator. The point of contact shall provide, upon receipt of a vulnerability message, an acknowledgment of receipt to the MHS IAVA coordinator. The contractor shall mitigate the vulnerability according to the MHS timeline, and upon mitigation, report compliance. Receipt and compliance messages to the government shall occur within the stipulated window, as stated in the vulnerability message, and be directed to the MHS IAVA coordinator.

**C.6.3 Health Insurance Portability and Accountability Act (Security Rule).** The contractor, as a business associate of TRICARE under the terms of the contract (see H.2. and H.3. and Section J, Attachment 9), shall also be compliant with the Health Insurance Portability and Accountability Act (HIPAA) as implemented by the Department of Health and Human Services (DHHS) final rule on Health Insurance Reform: Security Standards (45 Code of Federal Regulations Parts 160, 162, and 164), effective April 21, 2003. The contractor shall be in compliance with the requirements of the final rule at the start-work date of this contract.

**C.6.4 Physical Security.** The contractor shall employ physical security safeguards for IS/networks involved in the operation of TDP program systems of records to prevent the unauthorized access, disclosure, modification, destruction, use, etc., of DoD SI. In addition, the contractor shall support a Physical Security Assessment performed by the government using the criteria from the MHS Physical Security Assessment Matrix in Section J, Attachment 18. The contractor shall correct vulnerabilities identified by the government according to the timeline established by the MHS IA Team.

**C.6.5. Information Systems (IS)/Networks Personnel Security.** The contractor shall meet the requirements of DoD 5200.2-R "Personal Security Program," January 1987, and the Personnel Security ADP/IT Requirements as outlined in Section J, Attachment 32 for employees and subcontractor employees that require access to Government information technology (IT) systems or access to contractor/subcontractor IT systems that process DoD sensitive but Unclassified (SBU) information and are directly connected to Government IT systems.

**C.6.6. Disposing of Electronic Media.** Contractors shall follow the DoD standards, procedures and use approved products to dispose of unclassified hard drives and other electronic media, as appropriate, in accordance with DoD Memorandum, "Disposition of Unclassified Computer Hard Drives, June 4, 2001. DoD guidance on sanitization of other internal and external media components are found in DoDI 8500.2, "Information Assurance (IA) Implementation," February 6, 2003 (see PECS-1 in Enclosure 4, Attachment 5) and DoD 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," Chapter 8).

**C.7. ENGLISH LANGUAGE.** All documentation and deliverables submitted to the Government, including, but not limited to reports, claim files, and appeal files, shall be submitted in the English language.

**C.8. CONTRACT TRANSITIONS.** For purposes of transition, the incumbent contractor shall be designated the outgoing contractor and the successor contractor shall be designated the incoming contractor. All transition-related contractor travel costs shall be at the expense of the respective traveling party. The start-up and phase-out of this contract shall be conducted according to the following requirements and the requirements listed in Section J, Attachment 23.



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.8.1. Contract Phase-In.** Within 10 calendar days after the award, the contractor shall submit a comprehensive Phase-In Plan to the Contracting Officer that addresses all the contractor's start-up activities during the period between the contract award and the start of dental care delivery. No later than 30 calendar days prior to the start of dental care delivery, the contractor shall demonstrate to the Contracting Officer, at the contractor's location, the contractor's readiness to begin performance under this contract.

**C.8.1.1. Transition Between Contractors.** The incoming contractor shall undertake all necessary activities to achieve a smooth and efficient contractor transition with minimal disruption of services to enrollees and providers. Within 30 calendar days after award of this contract, the incoming contractor shall participate in a three-day transition meeting to be held in Aurora, Colorado, with the outgoing contractor and TMA as scheduled by the Contracting Officer. The purpose of the meeting is to develop a mutually acceptable transition plan covering all incoming and outgoing contractor transition activities, such as, but not limited to, enrollee and provider notifications; processing of transitional claims, inquiries, and appeals; transitional case management (e.g., orthodontics); file transfers and updates, DITSCAP certification and Personnel Security activities. The incoming contractor shall incorporate all phase-in tasks of the final transition schedule into its Phase-In Plan.

**C.8.1.2. Conversion of Current TDP Enrollments.** No later than 60 days prior to the start of dental care delivery, the incoming contractor shall contact all current TDP enrollees by mail, informing them of the new contractor's assumption of the TDP contract, its effective date, enrollment transition provisions, and new premium amounts. Enrollees shall further be informed that unless they initiate action to disenroll, to change their type of enrollment (single or family) their enrollment will continue at its current level without interruption of coverage.

**C.8.2. Contract Phase-Out.** Upon award of a successor contract to this contract, the incumbent contractor shall perform all transition and phase-out activities until all requirements of this contract have been met per Section J, Attachment 24.

**SECTION D**  
**PACKAGING AND MARKING**

**D.1. PRESERVATION, PACKAGING AND MARKING.**

The reports and other products to be furnished hereunder shall be adequately packaged and packed to ensure safe delivery at destination. All products must be clearly marked to identify the contents, the sender, and the individual/office to which they are being sent. Extra care shall be taken in packaging electronic media to protect against damage and to ensure that the electronic media does not become separated from the routing markings. All reports and other products to be furnished are to be shipped via a method that provides for acknowledgment of receipt. The contractor shall retain such receipts. Shipments containing electronic media shall be marked as such and shall include the statement "Do Not X-Ray". The contractor shall include the contract number on all products to be furnished under the contract.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1. 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)**  
(Reference 46.304)

**E.2. 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)**  
(Reference 46.305)

**E.3. INSPECTION LOCATION.** All inspections shall be conducted either at TRICARE Management Activity (TMA), the contractor's and/or subcontractor's facilities, Regional Director's offices or other locations where work is performed. Inspection and acceptance of services provided hereunder shall be accomplished by the Contracting Officer or his/her designee(s). Inspections include, but are not limited to, payment record audits, performance audits, program integrity audits, and contractor/TMA quality assurance audits.

**E.4. MATERIAL INSPECTION AND RECEIVING REPORTS.** (See DFARS Clause 252.246-7000 in Section I.).  
All DD Form 250 Material Inspection and Receiving Reports are to be sent to the Contracting Officer's Representative for acceptance of services.

**E.4.1. Monthly Submissions.** For purposes of acceptance, at the beginning of each contract month, the contractor shall submit a separate DD Form 250 Material Inspection and Receiving Report (Section J, Attachment 22) for each CLIN/sub-CLIN covering the previous contract month. For example in each option year, the Contractor shall submit a DD Form 250 covering each month of that period. This acceptance of services applies to, if exercised, CLINs 1001AA, 1001AB, 1002AA, 1002AB, 1005, 2001AA, 2001AB, 2002AA, 2002AB, 2005, 2010AA, 2010AB, 3001AA, 3001AB, 3002AA, 3002AB, 3005, 3010AA, 3010AB, 4001AA, 4001AB, 4002AA, 4002AB, 4005, 4010AA, 4010AB, 5001AA, 5001AB, 5002AA, 5002AB, 5005, 5010AA, and 5010AB.

**E.4.2. Individual/One-Time Submissions.**

**E.4.2.1. Base Period/Phase-In.** The contractor shall submit one DD Form 250 Material Inspection and Receiving Report for the entire Base Period, or Phase-in CLINs 0001 – 0003.

**E.4.2.2. Award Fee.** Upon receipt of notification of an award fee determination and authorization by the Contracting Officer, the contractor may submit one DD 250 for the established fee amount under the applicable, exercised option period sub-CLIN, i.e., 1006AA, 1006AB, 2006AA, 2006AB, 3006AA, 3006AB, 4006AA, 4006AB, 5006AA or 5006AB. (See G.4. and H.5.)

**E.4.2.2. Phase-Out.** The contractor, if not succeeding itself under a subsequent follow-on contract for these services, shall submit one DD Form 250 under the applicable, exercised option period CLIN X007 upon completion of Phase-Out (see J-1 Attachment 24).

**E.4.2.3. Implementation/Startup.** The contractor shall submit one DD Form 250 Material Inspection and Receiving Report for change order implementations/startups.

**E.5. PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL.** For the purposes of acceptance of cost reimbursable CLINs at the beginning of each contract month, the contractor shall submit a separate SF 1034 (Section J, Attachment 34) for each CLIN covering the previous contract month. Each request for reimbursement shall be accompanied by documentation detailing each expenditure. Requests that are not accompanied by detailed documentation will be returned to the contractor.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

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

(Reference 42.1305)

**F.2. 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)**

(Reference 42.1305)

**F.3. CONTRACT DELIVERABLES.** The contractor shall provide the following deliverable items as specified below.

**F.3.1. MANAGEMENT REPORTS.** The contractor shall provide recurring and ad hoc reports to the Contracting Officer or designee. All reports shall be delivered in sortable electronic formats, using mutually agreeable software applications. The contractor shall provide the capability to develop up to four ad hoc reports per contract year, at the request of the Contracting Officer. All ad hoc reports are due to the Contracting Officer no later than 14 calendar days after the date of the Government request.

**F.3.2. WEEKLY REPORTS.** The contractor will provide weekly reports to the Contracting Officer's Representative (COR), detailing the number and percentage of claims processed within 14 calendar days, the number and percentage of claims processed within 60 calendar days, the number and percentage of non-priority written correspondence processed within 10 business days, claims inventory by the number of days on hand and average age of claims on hand. Also include the total number of enrollee contracts and total number of enrollees. Separate the information between CONUS and OCONUS. Provide by the first business day of the following week.

**F.3.3. MONTHLY REPORTS.**

**F.3.3.1.** The contractor will provide monthly management information to the COR, detailing performance versus requirements of this contract, claims inventory, predeterminations inventory, telephone call metrics, correspondence metrics, and grievances inventory. Enrollment and disenrollment activity will be broken out by the number of individual plans and enrollees in individual plans, the number of family plans and enrollees in family plans. Enrollment activity will be separated by Service (with separate categories for Survivors) and by Component (Reserve/Guard separated from active duty). Participating provider network (CONUS ONLY) gains/losses/totals will be provided by state and by dental specialty (i.e., general dentist, orthodontist, oral surgeon, etc.). The report will also contain issues from the contractor's field representatives. Separate the information between CONUS and OCONUS. The first report shall be provided by the 10<sup>th</sup> calendar day of the month following the first month of Option Period 1, and continue through the life of the contract.

**F.3.3.2.** The contractor will provide monthly appeals information to include performance versus the contract's standards and other appeals workload data elements such as opening inventories, monthly receipts, number/percentage processed within 30, 60, 90, and 100 calendar days, number upheld, partially upheld and overturned, and closing inventory. The first report shall be provided by the 10<sup>th</sup> calendar day of the month following the first month of Option Period 1, and continue through the life of the contract.

**F.3.3.3. Monthly Participating Provider Network Access Report.**

**F.3.3.3.1. Ongoing Monthly Participating Provider Network Access Report (Phase-in).** This report shall be submitted by the 10<sup>th</sup> calendar day of each month, following month four of the phase-in period. The report shall identify each area, by five digit zip code, where the participating provider network does not yet meet the minimum access standards. The report shall indicate the participating provider network development status in comparison to the contractor's plan.

**F.3.3.3.2. Ongoing Monthly Participating Provider Network Access Report (Option Periods 1 - 5).** This report shall be submitted by the 10<sup>th</sup> calendar day of each month and shall identify any area, by five digit zip code, where the minimum access standards were not met for the preceding month, and the number of affected beneficiaries in each zip code. For each area where the minimum access standard was not met, the contractor shall submit a corrective action plan detailing how the contractor will correct the inadequacy and the timeframe involved. The report shall also specify the total nationwide access standard achieved for the month reported, and include the enrollee populations that were used by the contractor to calculate the percentage.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.3.3.4.** The contractor will provide an OCONUS Monthly Payment Report that shall include by Government fiscal year, by option period, by Uniformed Service (report Reserve/Guard components separately from active duty components) by claim number, the billed charges for these claims, the allowed charges for these claims (inclusive of the cost share), the difference between the billed and allowed charges for these claims, the paid cost shares for these claims (to include allowable orthodontic charges) and the total amount of the invoice to the Government (Section J, Attachment 26a.) The report will also reflect adjustments for payments made previously and reflected in previous reports, but determined by the Contractor to be erroneous or incorrect. The total amount of the invoice to the Government will be the sum of the difference between the billed and allowed charges and the cost shares (inclusive of allowable orthodontic charges and subject to benefit maximums). A cumulative report across all Uniformed Services shall also be provided. When separately billed, the contractor shall also separately identify any specific foreign taxes in column 7, "Separate Tax Amount" for direct Government reimbursement of those particular taxes. This report will be provided to the COR within ten calendar days from the end of each month beginning in Option Period 1 and thereafter. This report will be used to calculate the direct reimbursement to the contractor for the difference between the billed and allowable charges (CLINS 1003, 2003, 3003, 4003, and 5003) and the cost shares and additional allowable charge orthodontic costs (CLINs 1004, 2004, 3004, 4004, and 5004).

**F.3.3.5.** The contractor will provide an OCONUS Monthly Charge Data and Cost Shares Report that shall include by Uniformed Service (report Reserve/Guard components separately from active duty components), by country, by the type of services performed (name of procedure and CDT code), the number of users, the number of services processed, the number of services denied (and the reason for the denial), the billed charges for these services, the allowed charges for these services (inclusive of the cost share), the difference between the billed and allowed charges for these services, and the paid cost shares (inclusive of allowable orthodontic charges) for these services (Section J, Attachments 26b and 26c.) A cumulative report across all Uniformed Services shall also be provided. Data will be reported in current month and year-to-date format. This report will be provided to the COR within 30 calendar days from the end of each month beginning in Option Period 1 and thereafter. Data in this report will correlate to corresponding data in the OCONUS Monthly Payment Report for the same reporting month.

**F.3.3.6.** The contractor will provide an OCONUS Monthly Claims Summary Report that shall include all paid claims activity for the prior month and Option Period year-to-date figures (Section J, Attachment 26d). The data shall be separated by Uniformed Service (report Reserve and Guard components separately from active duty components), and remote versus non-remote country. Data will include provider name and address, sponsor name, sponsor SSN, dependent name and relationship code, claim number, the type of services performed (name of procedure and CDT code), date of service, the billed charges, and the allowed charges for these claims (inclusive of the cost share and applicable orthodontic charges). The report will be provided to the COR within 30 calendar days from the end of the month beginning in Option Period 1 and thereafter.

**F.3.3.7. Worldwide Monthly Incurred/Paid Claims Report.** This report shall include paid/incurred claims costs for the previous month and all prior months to include any monthly adjustments. This report shall be due to the COR by the tenth (10th) calendar day of each month beginning the second (2nd) month of Option Period 1 and thereafter.

**F.3.4. QUARTERLY REPORTS.**

**F.3.4.1.** The Contractor will provide a quarterly report of its Quality Management and Quality Improvement Program (QM/QIP) activities. The report will include problems identified by the Contractor's QM/QIP, and the corrective actions that are planned or have been initiated. This report shall be due to the COR 30 calendar days after the end of each contract quarter beginning the first quarter of Option Period 1 and thereafter.

**F.3.4.2.** The contractor will provide a quarterly report of participating provider network gains/losses/totals by state and by dental specialty (i.e., general dentist, orthodontist, oral surgeon, etc.) at the five digit ZIP code level. This report shall be due to the COR 30 calendar days after the end of each contract quarter beginning the first quarter of Option Period 1 and thereafter.

**F.3.4.3.** The contractor will provide a quarterly report of enrollment (covered lives) by ZIP code, by branch of service, and a total for each ZIP code for all branches of service combined. Separate the information between CONUS and OCONUS. This report shall be due to the COR within 30 calendar days after the end of each contract quarter, beginning with Option Period 1.

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**F.3.4.4.** The contractor shall provide a dental health plan report card addressing the requirements of C.5.14.3.2. This report card shall be continuously available to the government as a web based application beginning the first quarter of Option Period 1 and thereafter. Monthly and quarterly reports within the application shall be updated within 30 days following the end of the applicable reporting period. Semiannual and annual reports shall be updated within 45 days following the end of the applicable reporting period.

**F.3.4.5. Quarterly Service Utilization Reports by Pay Grade and Location.** These reports shall include enrollee utilization by sponsor pay grade range and enrollee location. (If enrollee location is not available, then sponsor location may be used.) Separate reports by individual branch of service with a cumulative report for all Uniformed Services. Report active duty components separately from Reserve/Guard components and further separate Reserve/Guard components by sponsors versus family members. Within these reports, aggregate by all ranks (enlisted, warrant, officer) and also by rank ranges (E1-E4, E5-E6, E7-E9; O1-O2, O3-O4, O5-O11; W1, W2, W3). Data to be reported includes the number enrolled, number utilizing, and percent utilizing. Reports shall be separated by CONUS and OCONUS. CONUS reports shall be by three-digit ZIP area. Place records with missing ZIP code data under ZIP area '000'. OCONUS reports shall be by country and five-digit APO/FPO ZIP code within each country. Missing or non-APO/FPO ZIPs within a country shall be reported under ZIP area '00000'. Separate non-remote countries from remote countries. These reports shall be due to the COR no later than 45 calendar days after the end of each contract quarter beginning the first quarter of Option Period 1 and thereafter.

**F.3.4.6. OCONUS Utilization by Provider Location.** The contractor will provide a quarterly report that summarizes OCONUS utilization based on the location of the performing host nation provider. The report shall identify the number of enrollees by remote and non-remote country for each branch of service with a cumulative report for across all services. The report will further identify the number of unique users and the number of unique visits by provider location for the current quarter and for the contract option year to date. Utilization for the Active Duty will be reported separately from the Reserve Component. This report shall be due to the COR no later than 45 calendar days after the end of each contract quarter, beginning in Option Period one and thereafter.

**F.3.5. SEMI-ANNUAL REPORTS.**

**F.3.5.1.** The contractor will provide the following semiannual reports of utilization for dental services paid during the period:

**F.3.5.1.1. Semiannual Utilization Report #1.** The report will be by Uniformed Service (reporting Reserve/Guard components separately from active duty components) and shall include individual CDT code procedures grouped by dental category (i.e. preventive, restorative). Utilization of each CDT code will be divided according to the following hierarchy: (a) individual and family plans, (b) patient age (child age ranges, 0-1, 2, 3, and 4-18 years and adult 19 years and above with Reserve/Guard sponsor reported separately from family members), and (c) number of unique users, number of services, amount billed, and amount paid. Information will be subtotaled after each dental category. The report will be provided to the COR within 60 calendar days after the end of each contract semi-annual period, beginning in Option Period 1 and thereafter. (Note: The second report for each Option Period (see para 3.5.1.2.) will also include annual totals for the same information.)

**F.3.5.1.2 Semiannual Utilization Report #2.** Information in the report will be separated by CONUS and OCONUS and grouped by age ranges 0-1, 2, 3, 4-18, and 19 and above with reserve/guard sponsors reported separately from family members. Within each age grouping, provide information concerning at a minimum the 50 most frequently paid CDT codes and their utilization rate for the enrolled population, and at a minimum, the 50 top CDT codes based on total paid dollars during the period. The report will also include the 50 most frequently CDT codes, and will include denial reasons (with frequency), and rate of denials for each of the denied codes as a percentage of the total number of those services that are billed. This report shall be due to the COR 60 calendar days after the end of each contract semi-annual period, beginning in Option Period 1 and thereafter.

**F.3.5.2.** The contractor will provide a semiannual report of the Contractor's TDP fund performance. The report shall include total premiums collected for enrollee coverage during that semiannual period. The report shall separate this premium information between individual and family plans. Include the number of individual and family plan months for the semiannual period. Include the total value of paid claims for dates of service during that same period. The report will also include a factor and dollar value for claims that are Incurred But Not Reported (IBNR) for that same period, and explain the method used to calculate the factor. This report shall be due to the COR 60 calendar days after the end of each contract semi-annual period, beginning in Option Period 1 and thereafter.

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**F.3.5.3.** The Contractor shall provide the TDP Contracting Officer's Representative (COR), on a monthly basis, an electronic report that provides the following information:

The Contractor will provide a monthly OCONUS Dental Provider Data Report broken out by Country Cumulative and Country for the Month; by TAO Regions Cumulative and TAO Regions for the Month; and by Summary Cumulative and Summary for the Month.

The Country Cumulative and Country for the Month portions of the report shall have the following data fields with Subtotals by country and Grand Total:

- Country
- DTF
- Fee Paid Indicator
- Provider Number
- Provider/Practice Name
- Claim Number
- Number of Services
- Provider Charges
- MAC Allowances
- Approved Amount
- Actual Amount Paid
- Difference between Charges and Allowances
- Cost Shares

The TAO Regions Cumulative and TAO Regions for the Month portions of the report shall have the following data fields with Subtotals by country and Grand Total:

- Country
- DTF
- Fee Paid Indicator
- Provider Number
- Provider/Practice Name
- Claim Number
- Number of Services
- Provider Charges
- MAC Allowances
- Approved Amount
- Actual Amount Paid
- Difference between Charges and Allowances
- Cost Shares

The Summary Cumulative and Summary for the Month portions of the report shall have the following data fields with Subtotals by country and Grand Total:

- Region
- Country (Note; Include Mexico, Canada, and an "Others" category)
- DTF
- Fee Not Paid
- Fee Paid
- Total Claims
- % Not Paid
- % Paid

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- Fee Not Paid Totals:
  - Provider Charges
  - MAC Allowances
  - Approved Amount
  - Actual Amount Paid
  - Difference between Charges and Allowances
  - Cost Shares
  
- Fee Paid Totals:
  - Provider Charges
  - MAC Allowances
  - Approved Amount
  - Actual Amount Paid
  - Difference between Charges and Allowances
  - Cost Shares
  
- Over All Totals:
  - Provider Charges
  - MAC Allowances
  - Approved Amount
  - Actual Amount Paid
  - Difference between Charges and Allowances
  - Cost Shares

The report will be provided to the COR within 30 calendar days from the end of the month beginning in Option Period 3 and thereafter.

**F.3.5.4.** The Contractor shall provide the TDP Contracting Officer's Representative (COR), on a semi-annual basis, an electronic copy of a complete up-to-date HNP list for each OCONUS TRICARE area. The list is to be delivered in the same sortable electronic format agreed to for reports (see F.3.1). At the end of the contract a final copy of the HNP list will be provided to the COR.

**F.3.6. ANNUAL REPORTS.**

**F.3.6.1.** The contractor shall provide an annual report of participating provider retention and turnover that will be due to the COR within 30 calendar days after the end of each contract option period, beginning with Option Period 1. The report shall identify the number of general dental providers and specialty dental providers in the TRICARE network by 5-digit zip code in Microsoft Excel file. The report shall also identify the most recent annual rate of turnover by three-digit zip code and state.

**F.3.6.2.** The contractor shall provide an annual report detailing the status of its reserve account specified in C.5.14.7.2.3., including all transactions over the reporting period, with running and ending balances. The contractor shall report transactions and balances on the reserve account each fiscal year as part of its annual report.

**F.3.6.3.** The contractor shall provide an annual marketing and education plan as specified in C.5.1. by the 180<sup>th</sup> calendar day prior to start of dental care delivery, and no less than 90 days prior to the start of each option period thereafter.

**F.3.6.4.** The contractor shall provide an annual report to the COR in a mutually agreeable format. The report shall be a listing specifying the actual average allowed charges (calculated before the deduction of any enrollee cost sharing) for network providers, in each three-digit zip code and state by procedure code. Beginning with Option Period 1, the report shall be submitted 30 calendar days after the end of the option period and shall specify the actual average allowed charges by procedure code for that option period. For each three-digit zip code and state, the report shall also identify the change from the previous reporting period. For the first report following Option Period 1, the report shall reflect changes from the contractor's proposed average allowed charges.



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**F.4. PHASE-IN DELIVERABLES AS SPECIFIED IN ATTACHMENT 23.**

**F.4.1.** The contractor shall submit a comprehensive phase-in plan to the Contracting Officer no later than ten (10) calendar days following contract award.

**F.4.2.** Within ten (10) calendar days following contract award, the incoming contractor shall attend a post-award conference with the Contracting Officer and other TMA representatives at TMA in Aurora, Colorado.

**F.4.3.** Within 30 calendar days following contract award, the incoming contractor shall attend a three day Transition Specification Meeting with TMA at the TMA offices in Aurora, Colorado.

**F.4.4.** Within 15 calendar days following the Transition Specifications Meeting discussed above, the incoming contractor shall submit to TMA a revised Phase-In Plan for approval which incorporates the results of that meeting. The final plan will be incorporated into the contract at no cost.

**F.4.5.** Within 45 calendar days following contract award, the incoming contractor shall attend a three-day meeting with representatives of DMDC, the Uniformed Service Finance Centers, and TMA at the TMA offices in Aurora, Colorado.

**F.4.6.** Beginning the first month following contract award and continuing through the sixth month following the start of dental care delivery under this contract, the incoming contractor shall submit weekly status reports of phase-in and operational activities to TMA as a part of the Phase-In Plan.

**F.5. PHASE-OUT DELIVERABLES AS SPECIFIED IN ATTACHMENT 24.**

**F.5.1.** The outgoing contractor shall provide to TMA a proposed phase-out plan within fifteen (15) calendar days following award of a successor contract.

**F.5.2.** The outgoing contractor shall provide for a meeting with TMA and the incoming contractor within fifteen (15) calendar days following award of a successor contract.

**F.5.3.** The outgoing contractor shall provide to TMA (or, at the option of TMA, to the incoming contractor) such information as TMA shall require to facilitate transition from the outgoing contractor's operations to operations under the incoming contract.

**F.5.4.** The outgoing contractor shall transfer to the incoming contractor, or other party as directed by the Contracting Officer, in a mutually agreed format all processed claims history by the sixtieth (60<sup>th</sup>) calendar day following contract award. The transfer shall occur at least weekly, or in accordance with the specifications in the final transition schedule, until such time that all claim-related processing is completed by the outgoing contractor.

**F.5.5.** Until all inventories have been processed, the outgoing contractor shall submit a weekly status report of all inventories and phase-out activities to TMA in accordance with specifications in the final transition schedule.

**F.6. PERIOD OF PERFORMANCE.**

Contract Phase-In: Date of Award through January 31, 2006

Option Period 1: February 1, 2006 through January 31, 2007

If exercised, Option Periods 2, 3, 4, and 5 will be:

Option Period 2: February 1, 2007 through January 31, 2008

Option Period 3: February 1, 2008 through January 31, 2009

Option Period 4: February 1, 2009 through January 31, 2010

Option Period 5: February 1, 2010 through January 31, 2011

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.7. GEOGRAPHIC AREA OF COVERAGE.**

The contract shall be referred to as TRICARE Dental Program (TDP). The contractor is required to provide dental services to all family members of Uniformed Service Active Duty, Selected Reserve and Individual Ready Reserve (IRR) members, and their eligible family members. Services will cover CONUS and OCONUS as described in Section C.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1. CONTRACT ADMINISTRATION**

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

**G.1.1.1. CONTRACTOR:** Robin Huff

TDP Contract Administration

United Concordia Companies, Inc.

4401 Deer Path Road

Harrisburg, PA 17110

Telephone: (717) 260-7169

FAX: (717) 260-7168

**G.1.1.2. GOVERNMENT:** Contracting Officer (Rose M. Roach)  
Department of Defense  
TRICARE Management Activity  
Acquisition Management & Support  
Contract Operations Division (COD-A)  
ATTN: TRICARE Dental Program  
16401 E. Centretech Pkwy  
Aurora, CO 80011-9066

Telephone: 303-676-3675

FAX: 303-676-3987

**G.1.1.3.** Contract administration will be performed by the Contract Operations Division (COD-A), TRICARE Management Activity, or as delegated to other Government agencies by the Contracting Officer. The Government points of contact during the performance of this contract will be:

**G.1.1.3.1. Contracting Officer (CO):** The CO is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of the contract, including deviation from Section C.

**G.1.1.3.2. Contracting Officer's Representative (COR):** The CO will designate an individual to act as COR. The COR does not have the authority to act on behalf of the Contracting Officer beyond his/her specific written delegation of authority. The COR does not have the authority to change contract requirements. The contractor will receive a copy of the delegation letter which will delineate the scope and authority of the COR.

**G.2. ENROLLEE PREMIUM COLLECTION.**

**G.2.1. Active Duty Enrollees.** The Government will collect the enrollee's share of the premium through a Uniformed Services Finance Center for the enrollee's family members, if sufficient funds are available at the time of collection.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.2.2. Reserve Enrollees.** Reserve enrollees on plans where the Government pays a portion of the premium, may choose to have the Government collect their premium share and remit to the contractor if there is a payroll account and if sufficient funds are available at the time of collection. Alternatively, the enrollee may choose to have the contractor direct bill them. Reserve enrollees that are on plans where they pay 100% of the premium may only pay the premium through the direct bill method that is described in G.2.3.1.

**G.2.2.1.** Partial-month premiums will not be collected from the previously enrolled Selected Reserve and IRR members newly released from active duty, nor will the payment be made by the government for the partial month coverage period. The last full month premium paid to the contractor for coverage during the month the member status changed to active duty will be deemed to apply to the partial month re-enrollment period. When the contractor receives the re-enrollment notification from DEERS, the contractor is required to notify the member of the premium payment amount that is owed and re-establish the premium collection process to be used to collect the member's portion of the premium payment.

**G.2.3.** Enrollees shall not be required to pay more than one month's premium in a single payment, except for retroactive periods of enrollment. If the enrollee fails to pay premiums or disenrolls for an invalid reason, the Government will not pay any portion of the premium (Government or enrollee share) for the remaining months. The contractor shall collect the full amount (both Government and enrollee share) of any remaining premium due for the enrollment period from the enrollee. The contractor shall process retroactive enrollments and apply the correct premiums. Once an enrollee begins a payroll allotment through a Uniformed Service Finance Center, the enrollee cannot stop it during the 12-month period, except for a valid disenrollment reason.

**G.2.3.1. Contractor Direct Billing.** If there are insufficient funds or no payroll account is available at the time of collection, premium costs will be paid by the enrollee by means of the direct payment (or "direct bill") method by or on behalf of the enrollee. When this occurs, the premium collection will migrate from the Uniformed Service Finance Center payroll allotment or deduction to the direct payment method and the contractor shall allow at least a 30 day grace period before consideration for disenrollment. The contractor shall use its best business practices in establishing the date the grace period begins. The contractor shall immediately direct bill for premiums due from IRR members and IRR and Selected Reserve family members.

**G.2.3.2. Uniformed Services Finance Centers and TMA Interface.** The Contractor shall interface with the Uniformed Services Finance Centers in accordance with procedures in the TDP Support Service Agreement (Section J, Attachment 20) and the TDP Finance File Layouts and Communication Protocols (Section J, Attachment 21a) for DoD Services/Components and for non-DoD Services (i.e., Coast Guard, NOAA, and Public Health Service). The Contractor shall notify the Uniformed Services Finance Center when a payroll allotment or deduction is initiated, changed or terminated as a result of information received from the sponsor or DEERS. The Contractor's Uniformed Services Finance Center interfaces shall be ready to begin testing approximately seven months prior to the start of dental care delivery.

**G.2.3.3. Payment of the Government Share of the Monthly Premium.** To invoice for payment of the Government share, the contractor shall submit a proper invoice as required by the Contracting Officer. The original invoice shall be submitted to the disbursing office (TMA – Contract Resource Management) with copies furnished to the Contracting Officer and COR. The amount invoiced shall be the actual enrollment figures for that month, plus any retroactive enrollments and adjustments for retro-disenrollments. The COR will provide the actual enrollment figures to the contractor based on enrollment information resident in DEERS, the Government's database of record. The contractor shall not report any enrollee to the Government for payment who has lost coverage due to failure to pay his/her share of the monthly premium, has disenrolled or who is no longer eligible in DEERS. The contractor shall coordinate the proper format for the invoice with the Contracting Officer prior to the first voucher cycle. The proper monthly invoice will include the following line items:

- Single Enrollment Premium (SubCLINs X001AA and X001AC)
- Family Enrollment Premium (SubCLINs X001AB and X001AD)
- Single Enrollment Premium (SubCLINs X002AA and X002AC)
- Family Enrollment Premium (SubCLINs X002AB and X002AD)

**G.2.3.4. Release of the Government Held Enrollee Share of the Monthly Premium (Payroll Deductions).** For those premium shares that have been withheld from the active duty and Selected Reserve member's pay, the Government shall render payment on a monthly basis via Electronic Funds Transfer (EFT). Information required to establish the EFT shall be submitted to the Uniformed Services Finance Center, no later than seven months prior to the start work date of the contract.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.3. Payment for OCONUS Balance Billed Amounts (SubCLINs X003AA and X003AB); OCONUS Orthodontic (SubCLINs X004AA and X004AB); Phase-in (CLINs 0001 and 0002); Phase-out (CLINs X007); DIACAP and Physical and Personnel Security (SubCLINs X005AA and X005AB); and Host Nation Provider List Services (CLIN 2009 and SubCLINS X010AA and X010AB).**

**G.3.1.** For all invoices, the original invoice shall be submitted to the disbursing office (TMA – Contract Resource Management) with copies furnished to the CO and COR.

The Contractor shall submit a proper invoice as required by the CO on a monthly basis to invoice for the following line items:

- OCONUS Claims Processing Costs in Excess of Allowable Charge and Equal to or Less Than the Billed Charge (SubCLINS X003AA and X0003AB) (must include itemized supporting documentation)
- OCONUS Claims Processing Cost Shares and Additional Allowable Charges for Orthodontic Costs (SubCLINS X004AA and X004AB) (must include itemized supporting documentation)
- DIACAP and Physical and Personnel Security (SubCLINs X005AA and X005AB)
- Host Nation Provider List Services (SubCLINs X010AA and X010AB).

The Contractor shall submit a proper invoice as required by the CO after completion of each of the following prescribed line items:

- Phase-In (CLINs 0001 & 0002)
- Phase-Out (CLINs X007)
- Host Nation Provider List Services Implementation/Startup (CLIN 2009)
- Defense Integrated Military Human Resources System (SubCLIN 3011AA)

**G.3.2.** For reimbursement of OCONUS balance billed amounts (see C.5.5.3.), the contractor shall specify the amounts owed by the Government by enrollee name, sponsor SSN, date of service, and amount owed. The contractor shall further specify any amounts improperly or erroneously paid by the Government that are being offset from the invoice by enrollee name, sponsor SSN, date of service, and amount owed. These amounts shall be offset on the next invoice following identification of the improper or erroneous payment. The contractor has the option to pursue recoupment of any improper or erroneous payments regardless of the reason for the payment. The reimbursable amount shall not include any other costs other than the balance billed amount. It shall not include any direct costs, indirect costs or profit/fee as these costs are in the premiums.

**G.3.3.** For reimbursement of OCONUS orthodontic costs and certain specified cost shares (see C.5.5.3.), the contractor shall specify the amounts owed by the Government by enrollee name, sponsor SSN, date of service, and amount owed. The contractor shall further specify any amounts improperly or erroneously paid by the Government that are being offset from the invoice by enrollee name, sponsor SSN, date of service, and amount owed. These amounts shall be offset on the next invoice following identification of the improper or erroneous payment. The contractor has the option to pursue recoupment of any improper or erroneous payments, regardless of the reason for the payment. The reimbursable amount shall not include any other costs other than the balance billed amount. It shall not include any direct costs, indirect costs or profit/fee as these costs are in the premiums.

**G.4. PAYMENT FOR EARNED AWARD FEE (SubCLIN X006AA and X006AB).** Payment will be made by TMA following determination of the Award Fee amount as specified in the corresponding provision in Section H.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1. PREEMPTIONS.**

**H.1.1. State and Local Law.** The contractor shall comply with all applicable state insurance and license requirements necessary for performance under this contract except where preempted by federal law. Both the Department of Defense Appropriations Act, 1994 (Public Law 103-139) and the Defense Authorizations Act for Fiscal Year 1994 (Public Law 103-160) provide for preemption of state and local laws that relate to health insurance, prepaid health plans, or other health care delivery or financing methods. It is the intent of the Government that by December 31, 2005, the contractor shall be in compliance with applicable state insurance and licensure requirements in at least one state, and the Government will exercise preemption in all states in which the contractor is not licensed at that point in time. This preemption is not applicable to any state certifications, licenses, or permits required of a provider in their operational jurisdiction. Authorized providers must still maintain the necessary licenses, permits and certifications required by any and all jurisdictions in which they operate. There is no preemption of Canadian or OCONUS service area laws or regulations.

**H.1.2. Payment of Foreign Taxes.** Foreign taxes are not preempted under the contract's preemption language or the preemption language contained within 32 CFR 199.13(a)(4). There is the possibility that foreign governments or other individuals may separately bill the contractor for OCONUS claims payments or include foreign taxes in the billed charge.

**H.2. PRIVACY OF PROTECTED HEALTH INFORMATION.**

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

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

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

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

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

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this 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 Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: For all purposes necessary for performance of this contract.

**Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, 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 Agreement, 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 Agreement, 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) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

**Permissible Requests by the Government**

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this 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 the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

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

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

**H.3. SECURITY OF PROTECTED HEALTH INFORMATION.**

(a) Definitions. As used in this clause:

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



**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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

Security Rule means the Security Standards for the Protection of Electronic Protected health Information at 45 CFR part 160 and part 164, subpart C.

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

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

(c) The Contractor agrees to report to the Government any security incident of which it becomes aware.

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

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

#### 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.

#### Miscellaneous

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

(b) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Security Rule.

### **H.4. PERFORMANCE GUARANTEES.**

**H.4.1.** The performance guarantee described in this provision is the contractor's guarantee that the contractor's performance will not be less than the performance standards described below. The performance guarantees will be withheld by a letter from the Contracting Officer. The Contracting Officer will coordinate with contractor, the collection of the withholdings. The rights of the Government and remedies described in the Performance Guarantee provision are in accordance with, and in addition to all other rights and remedies of the Government. Specifically, the Government reserves its rights and remedies set forth in the Inspection of Services clause (FAR 52.246-4 and 52.246-5) and the Default clause (52.249-6).

**H.4.2.** The contractor guarantees that performance will meet or exceed the standards in this provision and as stated in Section C. For each occurrence the contractor fails to meet each guaranteed standard, the Government will withhold from the contractor the amount listed in the schedule below. Performance guarantee withholdings will continue until the contractor's performance improves to meet or exceed the standard. Performance will be measured as specified below. The contractor will be notified and withholdings made on a quarterly basis. For the purposes of this provision, the term "performance standard" is defined as the contract standards that are restated in this provision.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.4.2.1. Participating Provider Network Access Standard (C.5.16.1.)**

Standard: Participating provider network access within the 50 United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands, shall provide that, at a minimum, 99% of enrollees shall have access to a participating provider within 35 driving miles of their primary residence, and be able to obtain an appointment within 21 calendar days of requesting an appointment.

Based on the contractor's monthly report, a performance guarantee shall be applied as follows for each month the minimum access standard is not met. "Premium cost" for this standard is defined as the Government's share of the premium (CLINs X001-X002) for each reporting month.

If less than 99% and more than or equal to 97%	.1% of the premium cost for each month
If less than 97% and more than or equal to 95%	.2% of the premium cost for each month
If less than 95% and more than or equal to 94%	.3% of the premium cost for each month
If less than 94%	.5% of the premium cost for each month

Compliance with this standard will be determined monthly based on the contractor's Participating Provider Network Access Report (F.3.3.3.)

**H.4.2.2. Participating Provider Turnover Standard (C.5.16.1.1.)**

Standard: Participating provider turnover rate within the 50 United States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands shall not exceed 5% of the participating providers annually.

Based on the contractor's annual report, a performance guarantee shall be applied as follows for each month the participating provider network turnover is exceeded.

If greater than 5% and less than or equal to 7%	.02% of the premium cost for each year
If greater than 7% and less than or equal to 9%	.03% of the premium cost for each year
If greater than 9% and less than or equal to 11%	.04% of the premium cost for each year
If greater than 11%	.05% of the premium cost for each year

Compliance with this standard will be determined annually based on the contractor's annual report (F.3.6.1.)

**H.4.2.3. Claims Processing Timeliness (C.5.16.2.)**

Standard: Not less than 94% of claims shall be processed to completion within 14 calendar days of receipt.

A performance guarantee shall be applied as follows:

If the contractor fails to meet the standard, the Government will withhold a performance guarantee amount of (b)(4) per claim not meeting the 94% standard. For example, if only 90% of claims are processed within 14 calendar days, the performance guarantee will be assessed equal to 4% of the claims processed that month. The 4% represents the difference between the actual performance of 90% and the standard of 94%. If 4% equates to 4000 claims, the performance guarantee withhold will be [REDACTED] for 4000 claims times [REDACTED]. The number of claims failing to meet the standard will be determined monthly based on the contractor's weekly claims reports (F.3.2.).

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.4.2.4. Claims Processing Timeliness (Remaining Claims) (C.5.16.2.)**

Standard: Not less than 100% of claims shall be processed to completion within 60 calendar days of receipt.

A performance guarantee shall be applied as follows:

If the contractor fails to meet the standard, the Government will withhold a performance guarantee amount of \$1.00 per claim not meeting the 100% standard. For example, if only 96% of claims are processed within 60 calendar days, a performance guarantee will be assessed equal to 4% of the claims processed that month. The 4% represents the difference between the actual performance of 96% and the standard of 100%. If 4% equates to 400 claims, the performance guarantee withhold will be [REDACTED] for 400 claims times [REDACTED]. The number of claims failing to meet the standard will be determined monthly based on the contractor's weekly claims reports (F.3.2.).

**H.4.2.5. Telephone Service (Blocked Calls) (C.5.16.3.)**

Standard: Not less than 98% of all calls shall be received without the caller encountering a busy signal, measured, at a minimum, on an hourly basis.

on the contractor's monthly report, (F.3.3.1), the Government will withhold a performance guarantee amount of (b)(4) per blocked call in excess of the standard. For example, if 96% of calls are received but 4% are blocked by a busy signal, then a performance guarantee equal to 2% of the calls (2% represents the differences between the actual number of blocked calls and the standard) will be assessed. If 2% equates to 400 calls, the performance guarantee withhold will be [REDACTED] or 400 times [REDACTED]. The blockage rate shall be determined no less frequently than once per hour.

**H.4.2.6. Telephone Service (Transfer time) (C.5.16.3.)**

Standard: 95% of all calls received shall be transferred to a Customer Service Representative (CSR) within 30 seconds of selection by the caller.

A performance guarantee shall be applied as follows:

If performance falls below the standard for each individual call that has a total hold time of more than 30 seconds after the caller has selected the option to speak to a CSR, based on the contractor's monthly report (F.3.3.1.) (calls exceeding the 30 second total hold time divided by total calls received during the month), the Government will withhold a performance guarantee amount of [REDACTED]. For example, if only 92% of calls received have a total hold time of 30 seconds or less, the actual number of calls failing the 95% standard will be assessed a performance guarantee. In this example, the difference equals 3%. If 3% of calls equates to 300 calls not meeting the 30 second hold time standard, the performance guarantee withhold will be [REDACTED] or 300 calls times (b)(4).

**H.4.2.7. Telephone Service (Abandoned Calls) (C.5.16.3.)**

Standard: Not more than 2% of all calls will be abandoned by the caller, measured at a minimum on an hourly basis.

A performance guarantee shall be applied as follows:

Based on the contractor's monthly report, (F.3.3.1.), the Government will withhold a performance guarantee amount of [REDACTED] for each abandoned call above the standard. For example, if the actual percentage of abandoned calls is 5%, then a performance guarantee equal to 3% of the calls received that month (3% represents the difference between the actual abandoned call rate and the standard) will be assessed. If 3% equates to 300 calls not meeting the standard for abandoned calls, the performance guarantee withhold will be [REDACTED], or 300 calls times (b)(4). The abandoned rate shall be determined no less frequently than once per hour.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.4.2.8. Priority Written Correspondence (C.5.16.3.)**

Standard: Not less than 95% of priority written correspondence will be processed to completion within 7 business days.

A performance guarantee shall be applied as follows:

Based on the contractor's monthly report, (F.3.3.1.), the Government will withhold a performance guarantee amount of (b)(4) per piece of priority written correspondence that is processed below the standard. For example, if 92% of such correspondence is processed within the standard, then a performance guarantee equal to 3% of priority written correspondence processed that month (3% represents the difference between the actual number of correspondence and the standard) will be assessed. If 3% equates to 100 pieces of correspondence, the performance guarantee withhold will be (b)(4) or 100 times (b)(4)

**H.4.2.9. Non-priority Written Correspondence (C.5.16.3.)**

Standard: Not less than 90% of non-priority written correspondence will be processed to completion within 10 business days.

A performance guarantee shall be applied as follows:

Based on the contractor's monthly report, (F.3.3.1.), the Government will withhold a performance guarantee amount of (b)(4) per piece of non-priority written correspondence that is processed below the standard. For example, if 87% of such correspondence is processed within the standard, then a performance guarantee equal to 3% of non-priority written correspondence processed that month (3% represents the difference between the actual number of correspondence and the standard) will be assessed. If 3% equates to 100 pieces of correspondence, the performance guarantee withhold will be (b)(4) or 100 times (b)(4)

**H.5. AWARD FEE.**

The award fee will be administered semi-annually during each contract option period in accordance with the award fee plan. The award fee pool is shown in Section B and awarded portions disbursed semi-annually in accordance with the award fee plan. Unearned portions of the award fee pool are not available for any subsequent award period. The results of the Government administered quarterly enrollee satisfaction surveys will be aggregated for each semi-annual period and will be considered in determining the award fee. The baseline measurement for Reserve member enrollments will be the actual Reserve member enrollment as of February 1, 2006.

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

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

(End of clause)

**I.2. 52.202-1 DEFINITIONS (JUL 2004)**

(Reference 2.201)

**I.3. 52.203-3 GRATUITIES (APR 1984)**

(Reference 3.202)

**I.4. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

(Reference 3.404)

**I.5. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(Reference 3.503-2)

**I.6. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Reference 3.502-3)

**I.7. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(Reference 3.104-9)

**I.8. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(Reference 3.104-9)

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

(Reference 3.808)

**I.10. 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)**

(Reference 203.570-5)

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

(Reference 203.7002)

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

(Reference 4.303)

**I.13. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(Reference 4.1104)

**I.14. 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(Reference 204.404-70)

**I.15. 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**

(Reference 204.404-70)

**I.16. 252.204-7004 ALTERNATE A (NOV 2003)**

(Reference 204.1104)

**I.17. 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)**

(Reference 205.470-2)

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**I.18. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**  
(Reference 9.409)

**I.19. 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)**  
(Reference 209.103-70)

**I.20. 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**  
(Reference 209.409)

**I.21. 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**  
(Reference 11.604)

**I.22. 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)**  
(Reference 15.209)

**I.23. 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**  
(Reference 15.209)

**I.24. 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**  
(Reference 15.408)

**I.25. 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**  
(Reference 15.408)

**I.26. 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)**  
(Reference 15.408)

**I.27. 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**  
(Reference 15.408)

**I.28. 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)**  
(Reference 15.408)

**I.29. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**  
(Reference 15.408)

**I.30. 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)**  
(Reference 215.408)

**I.31. 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**  
(Reference 16.307)

**I.32. 252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)**  
(Reference 217.7406)

**I.33. 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**  
(Reference 19.1308)

**I.34. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**  
(Reference 19.708)

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**I.35. 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)--ALTERNATE II (OCT 2001)**  
(Reference 19.708)

**I.36. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)**  
(Reference 19.708)

**I.37. 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)**  
(Reference 219.708)

**I.38. 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**  
(Reference 22.103-5)

**I.39. 52.222-3 CONVICT LABOR (JUN 2003)**  
(Reference 22.202)

**I.40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**  
(Reference 22.810)

**I.41. 52.222-26 EQUAL OPPORTUNITY (APR 2002)**  
(Reference 22.810)

**I.42. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE  
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**  
(Reference 22.1310)

**I.43. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**  
(Reference 22.1408)

**I.44. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE  
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**  
(Reference 22.1310)

**I.45. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
(Reference 23.505)

**I.46. 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**  
(Reference 23.907)

**I.47. 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)**  
(Reference 223.570-4)

**I.48. 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**  
(Reference 24.104)

**I.49. 52.224-2 PRIVACY ACT (APR 1984)**  
(Reference 24.104)

**I.50. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)**  
(Reference 25.1103)

**I.51. 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)**  
(Reference 25.1103)

**I.52. 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR  
2003)**  
(Reference 225.7203)

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**I.53. 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**  
(Reference 226.104)

**I.54. 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**  
(Reference 27.201-2)

**I.55. 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**  
(Reference 27.202-2)

**I.56. 52.227-3 PATENT INDEMNITY (APR 1984)**  
(Reference 27.203-1)

**I.57. 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)**  
(Reference 29.401-3)

**I.58. 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)**  
(Reference 30.201-4)

**I.59. 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)**  
(Reference 30.201-4)

**I.60. 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)**  
(Reference 30.201-4)

**I.61. 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)**  
(Reference 30.201-4)

**I.62. 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**  
(Reference 231.100-70 )

**I.63. 52.232-1 PAYMENTS (APR 1984)**  
(Reference 32.111)

**I.64. 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**  
(Reference 32.111)

**I.65. 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**  
(Reference 32.111)

**I.66. 52.232-11 EXTRAS (APR 1984)**  
(Reference 32.111)

**I.67. 52.232-17 INTEREST (JUN 1996)**  
(Reference 32.617)

**I.68. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**  
(Reference 32.705-1)

**I.69. 52.232-20 LIMITATION OF COST (APR 1984)**  
(Reference 32.705-2)

**I.70. 52.232-22 LIMITATION OF FUNDS (APR 1984)**  
(Reference tr32.705-2)

**I.71. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**  
(Reference 32.806)



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**I.72. 52.232-25 PROMPT PAYMENT (OCT 2003)**

(Reference 32.908)

**I.73. 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)**

(Reference 32.908)

**I.74. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR  
REGISTRATION (OCT 2003)**

(Reference 32.1110)

**I.75. 52.233-1 DISPUTES (JUL 2002)**

(Reference 33.215)

**I.76. 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)**

(Reference 33.215)

**I.77. 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

(Reference 33.106)

**I.78. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

(Reference 33.215)

**I.79. 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(Reference 37.110)

**I.80. 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(Reference 39.107)

**I.81. 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**

(Reference 42.802)

**I.82. 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**

(Reference 42.709-6)

**I.83. 52.242-13 BANKRUPTCY (JUL 1995)**

(Reference 42.903)

**I.84. 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

(Reference 242.570)

**I.85. 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)**

(Reference 43.205)

**I.86. 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)**

(Reference 43.205)

**I.87. 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**

(Reference 43.205)

**I.88. 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**

(Reference 243.205-70)

**I.89. 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(Reference 243.205-71)

**I.90. 52.244-2 SUBCONTRACTS (AUG 1998)**

(Reference 44.204)

**I.91. 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

(Reference 44.204)

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**I.92. 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)**

(Reference 46.805)

**I.93. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)**

(Reference 246.370)

**I.94. 52.248-1 VALUE ENGINEERING (FEB 2000)**

(Reference 48.201)

**I.95. 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)**

(Reference 49.502)

**I.96. 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**

(Reference 49.503)

**I.97. 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**

(Reference 49.504)

**I.98. 52.249-14 EXCUSABLE DELAYS (APR 1984)**

(Reference 49.505)

**I.99. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

(Reference 53-111)

**I.100. 52.210-9000 AVAILABILITY OF DOCUMENTS (DEC 2000)**

AVAILABILITY OF DOCUMENTS (DECEMBER 2000) All pertinent documents and attachments which do not accompany the solicitation but are incorporated by reference may be obtained upon written request to, or examined in, the Contract Management Directorate, Contract Acquisition Branch, Aurora, Colorado. Telephone: (303) 676-3420 Facsimile: (303) 676-3987

(End of Provision)

**I.101. 52.210-9001 AVAILABILITY OF REGULATIONS (DEC 2000)**

AVAILABILITY OF REGULATIONS (DECEMBER 2000) Copies of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) may be purchased from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or viewed on the Worldwide Web at <http://www.arnet.gov/far/>(GSA FAR) or <http://www.farsite.hill.af.mil/>(Air Force FAR Site).

(End of Provision)

**I.102. 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

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

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

(End of clause)

**I.103. 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I.104. 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 February 2006 through 31 January 2007/2008/2009/2010/2011 (depending upon the Option Period).

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

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

(End of clause)

**I.105. 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

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

- (1) Any order for a single item in excess of N/A
- (2) Any order for a combination of items in excess of [REDACTED] (b)(4) or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of clause)

**I.106. 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after after 31 January 2007/2008/2009/2010/2011 (depending upon the Option Period).

(End of clause)

**I.107. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of clause)

**I.108. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 10 months.

(End of clause)

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**I.109. 52.227-14 RIGHTS IN DATA—GENERAL -- ALTERNATE II (JUN 1987)**

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in –

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to –

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright* –

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number)

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to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have

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been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor –

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also

- (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or
- (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

**Limited Rights Notice (Jun 1987)**

- (a) These data are submitted with limited rights under Government Contract No. H94002 -05-D\_0001. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *None*
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

*NOTE: The restrictions of this clause with Alternate II are limited to "the precise composition of [the Contractor's] network as disclosed in the participating Provider File" as it relates to C.5.10.6.*

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

**I.110. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005/2006/2007/2008/2009/2010 (depending upon if it is the Base Period or which Option Period), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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**I.111. 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--



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(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

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**I.112. 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

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(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) of this clause.

(End of clause)

**I.113. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)**

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

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

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

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

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

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

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

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

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

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

(End of clause)

**I.114. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**  
(Reference 4.1303)

**I.115. 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)**  
(Reference 232.7102)

**I.116. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**  
(Reference 22.1803)

**I.117. 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (MAY 2010)**  
(Reference 222.7404)

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<b><u>Attachment</u></b>	<b><u>Description</u></b>	<b><u>Number of Pages</u></b>
1.	Definitions (Revised by P00013)	6
2	Benefits, Exclusions and Limitations (Replaced by P00031)	27
3	Marketing Deliverables and Estimated Quantities	1
4	TDP Coverage Plans (Revised by P00015)	1
5a	Interface Operational Description (IOD)	36
5b	Dental EID Specifications	4
6a	Cost Shares (Replaced by P00021)	1
6b	OCONUS Claims Matrix (Revised by P00002)	1
7	Program Integrity (Revised by P00036)	55
8	DD Form 2813, Active Duty/Reserve Forces Dental Examination Screening Form (Replaced by P00018)	1
9	Privacy and Release of Information (Replaced by P00033)	65
10	Records Management (Revised by P00033)	40
11	Appeals Summary Log (Replaced by P00018)	2
12	Peer Reviewer Professional Qualifications Record	2
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14	TDP Provider File Data Element Layout (Replaced by P00016)	9
15	DoD IAVA	4
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17	Military Health System (MHS)/TRICARE Management Activity (TMA) DIACAP Checklist (Replaced by P00013)	22
18	Physical Security Assessment Matrix	11
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20	TDP Support Service Agreement + Note to Attachment 20	7
20a	DMDC and Finance Center Phase-in Schedule	2
21a	TDP Finance File Layouts and Communications Protocols (Replaced by P00018)	8
21b	No Deduct No Match Reason Codes	2
22	DD 250, Material Inspection and Receiving Report	1
23	Phase-In	5
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25	TRICARE DENTAL PROGRAM (TDP) GOVERNMENT OCONUS CONCEPT OF OPERATIONS (Replaced by P00021)	6
26a	OCONUS Monthly Payment Report, Table 1	1
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26d	OCONUS Monthly Provider Claims Summary Report, Table 3 (Replaced by P00018)	1
27	-- RESERVED -- (Deleted by P00014)	
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33	UCCI's Small Business Subcontracting Plan	8
34	SF1034 Public Voucher for Purchases and Services Other Than Personal (Added by P00002)	2
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