

<b>AWARD / CONTRACT</b>		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating DO	Page 1	of Pages 15
2. Contract (Proc., Inst., Ident.) No. H94002-05-D-0003/P00009		3. Effective Date Mar 28, 2005	4. Requisition / Purchase Request / Project No. 04-MBRS-0433 /ConReq ID: 13902		
5. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066 ROBERT ORWIG A53 303 676-3442 robert.orwig@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) ECRI 5200 BUTLER PIKE PLYMOUTH MEETING PA 19462-1298		Vendor ID: 00003246 DUNS: 069042950 CEC: 06005205H Cage Code: 4k872 TIN: 231662091	8. Delivery <input checked="" 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 DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CMB 16401 E. CENTRETECH PKWY AURORA, CO 80011-9066		CodeCMB	10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item RMF

11. Ship To / Mark For DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CMB 16401 E. CENTRETECH PKWY AURORA, CO 80011-9066		CodeCMB	12. Payment will be made by DFAS-IN/AKB VENDOR PAY 8899 E. 56TH AVENUE INDIANAPOLIS, IN 46249-1325		Code DFAS-IN
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13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C( ) <input type="checkbox"/> 41 U.S.C. 253 (C)( )		14. Accounting and Appropriation Data FUNDING IS PROVIDED ON THE DD FORM 1155 THAT ORDERS THE ASSESSMENT TO BE DELIVERED.			
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15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	This Contract is for TRICARE Health Care Technology Assessment (HCTA) Services. The total estimated Price is \$816,820. Details of the amounts estimated for the base Contract Year beginning April 1, 2005 (\$153,850) and the four Option Years (\$662,970) are detailed on Page 2.				

**15G. TOTAL ESTIMATED AMOUNT OF CONTRACT** \$ 153,850.00

(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
<b>Part I – The Schedule</b>				<b>Part II – Contract Clauses</b>			
X	A	Solicitation/Contract	1-1	X	I	Contracts Clauses	13-14
X	B	Supplies or Services and Prices/Cost	2-2	<b>Part III –List of Documents, Exhibits and other attach.</b>			
X	C	Description/Specs/Work Statement	3-5	X	J	List of Attachments	15-15
X	D	Packaging and Marking	6-6	<b>Part IV – Representations and Instructions</b>			
X	E	Inspection and Acceptance	7-7		K	Representations, Certifications and other statements of Offerors	
X	F	Deliveries or Performance	8-9		L	Instrs., Conds, and Notices to Offerors	
X	G	Contract Administration Data	10-11		M	Evaluation factors for Award	
X	H	Special Contract Requirements	12-12				

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number H94002-04-R-0003 including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. Name and Title of Signer (Type or Print)		20A. Name of Contracting Officer THOMAS C. FULLER 303-676-3722 thomas.fuller@tma.osd.mil	
19B. ECRI	19C. Date Signed	20B. United States of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ (Signature of Contracting Officer)	

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity Estimate	Unit	Unit Price	Estimated Amount
0001	Short technology assessments (See Section C-5.7) Base Year 04/01/2005-03/31/2006 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
0002	In-depth technology assessments (See Section C-5.6) Base Year 04/01/2005-03/31/2006 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
1001	Short technology assessments (See Section C-5.7) Option Year 1 04/01/2006-03/31/2007 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
1002	In-depth technology assessments (See Section C-5.6) Option Year 1 04/01/2006-03/31/2007 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
2001	Short technology assessments (See Section C-5.7) Option Year 2 04/01/2007-03/31/2008 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
2002	In-depth technology assessments (See Section C-5.6) Option Year 2 04/01/2007-03/31/2008 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
3001	Short technology assessments (See Section C-5.7) Option Year 3 04/01/2008-03/31/2009 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
3002	In-depth technology assessments (See Section C-5.6) Option Year 3 04/01/2008-03/31/2009 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
4001	Short technology assessments (See Section C-5.7) Option Year 4 04/01/2009-03/31/2010 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)
4002	In-depth technology assessments (See Section C-5.6) Option Year 4 04/01/2009-03/31/2010 Minimum order quantity is one and maximum order quantity is ten.	5	EA	(b)(4)	(b)(4)

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

**C-1. GENERAL**

C-1.1. Scope. The purpose of this contract is to provide health care technology assessment services to the TRICARE Management Activity. These assessments will be used in making policy decisions.

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

C-1.2.1. Provide - Full in-depth and short assessments

C-1.2.2. Develop assessments using independent and impartial evaluation processes for taskings provided using published refereed scientific literature

C-1.2.3. Utilize staff that is qualified by education, training, and experience.

C-1.2.4. Deliver assessments in a timely manner in order for the TRICARE Management Activity to use the findings in making management decisions.

**C-2. GOVERNMENT FURNISHED PROPERTY AND SERVICES**

The Government does not intend to furnish any property to the contractor for the performance of this contract.

**C-3. CONTRACTOR FURNISHED ITEMS**

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

**C-4. TECHNICAL REQUIREMENTS**

C-4.1. GENERAL.

C-4.1.1. This contract is for health care technology assessment services which include full in-depth assessments and short assessments on specific focused health care topics.

C-4.1.2. The assessment shall utilize published refereed scientific literature and shall assess individual health care technologies, to include medical or surgical devices, services or procedures.

C-4.1.3. Each assessment shall include research and analysis of well controlled studies of clinically meaningful endpoints published in refereed medical literature; the published reports of national professional medical associations; published national policy organization positions; and published reports of national expert opinion organizations. Absence of the above evidence shall be reported as a finding. Each assessment shall provide a conclusive analysis of each of the following major areas: safety; efficacy; and comparability to conventional therapies. Each assessment shall identify appropriate clinical treatment guidelines to include patient selection criteria; treatment parameters; clinical intervention indicators, professional practice norms, average cost per procedure, and significant economic, social, ethical and legal aspects of the technology. Each assessment shall provide responses to the questions posed by the TRICARE Management Activity (TMA) in a task order.

C-4.1.3.1. For purposes of this contract, the term clinically meaningful endpoints means objectively measurable outcomes of clinical interventions or other medical procedures, expressed in terms of survival, severity of illness or conditions, extent of adverse side effects, diagnostic capability, or other effect on bodily functions directly associated with such results.

**C-5. ASSESSMENT FORMAT**

C-5.1. The assessment format shall contain, in addition to the health care technology assessment report, a table of contents, the assessment findings, a conclusion based on the evidence, a synthesis of all studies used to support the conclusion reached in the assessment, a direct response to the questions posed in the task order, bibliography, the name of the analyst/researcher preparing the report, and his/her qualifications. Documentation relevant to the tasks under this contract shall be furnished to the Government by cover letter which will identify the contract number, Delivery Order number, Task Order number, and the health care issue by title or subject matter. This same information shall be indicated on all subsequent correspondence relating to the initial documentation. Documents shall be submitted in hard copy as well as electronically with all documents readable in Microsoft Office XP.

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

C-5.2. Each assessment must be submitted to an external expert review before finalization of the assessment and submission to TMA. Each assessment must be submitted to more than one external expert reviewer. At least one of the external expert reviewers must be a licensed, actively-practicing physician in the area of specialty being assessed. In addition, in the area(s) of specialty (ies) where Board certification by an American Board of Medical Specialties (ABMS) Member Board is available, the external expert physician reviewer(s) must have current Board certification. Refer to Section H-2 for qualifications of external reviewers.

C-5.3. The analysis shall include:

C-5.3.1. Recommendations which identify the clinical advantages and disadvantages of the technology;

C-5.3.2. A synthesis of available scientific data, to include well-controlled studies, which assess the value of the technology, to include comparison of the new technology with alternative modalities;

C-5.3.3. A statement identifying populations and appropriate care settings which may or may not benefit from the technology;

C-5.3.4. A consideration of the safety and effectiveness of the technology.

C-5.3.5. The average cost per procedure.

C-5.3.6. The Food and Drug Administration (FDA) approval date, including the FDA specific labeled indications, when applicable.

C-5.3.7. A summary of current Medicare policies and at least three other insurers' coverage policies on the technology being reviewed, when available.

C-5.3.8. If appropriate, lack of scientific evidence to support the safety and efficacy of the health care issue being assessed.

C-5.3.9. Responses to the questions submitted by TMA.

C-5.3.10. The names(s), phone numbers, and resumes/curriculum vitae of all personnel participating in, or performing the assigned assessment.

C-5.3.11. A bibliography, and any other correspondence relative to the assessments.

C-5.3.12. The written analysis for each type of assessment shall be accompanied by supporting documentation for each individual health care technology assessment. The recommendations shall indicate specific circumstances for which the technology is appropriate, the types of medical evidence necessary to verify these indications and any limitations.

C-5.3.13. The original of all analysis documents and any other correspondence relative to the full or short assessment(s) shall be furnished to the address indicated in Section F-2.3. of the contract.

C-5.3.14. Copies of external expert reviewer(s) comments and the contractor's response(s) to the external expert reviewer(s) comments. The name(s), phone numbers, and resumes/curriculum vitae of the external expert reviewer(s). For external expert physician reviewer(s), in the area(s) of specialty (ies) where Board certification by an ABMS Member Board is available, documentation verifying Board certification and the expiration date, if applicable, of the Board certification must also be included.

C-5.4. All recommendations furnished by the contractor will be considered as advisory information only and the Government will make the final coverage determination.

C-5.5. The contractor shall provide sufficient resources to meet the terms of this contract. This may include expert medical staff, clerical support, research capabilities, equipment data collection capabilities, and staff time to support the ongoing management and administrative level of effort required by this contract. The contractor shall provide Analysts/Researchers with required expertise in the evaluation of new and emerging health care technologies.

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

**C-5.6. FULL IN-DEPTH TECHNOLOGY ASSESSMENT AND PROCEDURES**

C-5.6.1 Upon receipt of a properly executed Task Order Acceptance Form, the contractor shall conduct a full in-depth assessment on a specific focused health care issue.

C-5.6.2. The full in-depth assessment shall be delivered to the government within 120 calendar days of the date of the Task Order Acceptance Form.

C-5.6.3. The contractor shall provide a written analysis of their recommendation/findings on each full in-depth assessment in accordance with C-5 of this Contract.

**C-5.7. SHORT ASSESSMENT AND PROCEDURES:**

C-5.7.1 Upon receipt of a properly executed Task Order Acceptance Form, the contractor will conduct a short assessment on the safety, efficacy, and comparability to conventional therapy on a specific focused health care topic.

C-5.7.2. The short assessment shall be delivered to the government within 60 calendar days of the date of the Task Order Acceptance Form.

C-5.7.3. The contractor shall provide a written analysis of their recommendation/findings on each short assessment in accordance with C-5 of this Contract.

**C-6 RELEASE OF ASSESSMENTS**

The TRICARE Management Activity (TMA) ordering under this contract may be required to release health care technology assessments to many types of individuals and organizations in the normal course of business. The contractor shall not place restrictions on the Government's use of the contract deliverables on the Government.

(End of Section)

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

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

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

(End of Section)

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

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

**E-2. INSPECTION AND ACCEPTANCE**

E-2.1 The inspection authority for the government shall be:

Department of Defense  
TRICARE Management Activity  
Medical Benefits & Reimbursement Systems (MB&RS)  
(Contracting Officer's Representative)  
16401 E. Centretech Parkway  
Aurora, CO 80011-9066  
Telephone: 303-676-3618

The deliverables shall be accompanied with an SF 1034 provided in Section J-1.2.

E-2.2 The final acceptance authority for the government shall be:

Department of Defense  
TRICARE Management Activity  
Contracts Management (CMB)  
(Contracting Officer - HCTA)  
16401 E. Centretech Parkway  
Aurora, CO 80011-9066  
Telephone: 303-676-3652

With in 10 calendar days after expiration of the base period and each exercised option period, the contractor shall submit for Government acceptance a form DD250 (See Section J-1.1) listing the CLIN identification, quantity, unit price, extended price, and period of performance for each deliverable delivered during the period.

(End of Section)

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

**F-1. PERIOD OF PERFORMANCE**

Base Year: 1 April 2005 through 31 March 2006

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

Option Period 1: 1 April 2006 – 31 March 2007

Option Period 2: 1 April 2007 – 31 March 2008

Option Period 3: 1 April 2008 – 31 March 2009

Option Period 4: 1 April 2009 – 31 March 2010

**F-2. ORDERING PROCEDURES AND PLACE OF DELIVERY**

F-2.1. All assessments shall be directed in writing by the Contracting Officer by issuance of a (DD Form 1155) Task Order as shown in Section J-1.4.

F-2.2. The contractor shall make delivery under this contract to the location(s) set forth in each individual task order issued.

F-2.3. All certified and overnight mail for TRICARE Management Activity is to be delivered to: TRICARE Management Activity, 16401 E. Centretch Parkway, Aurora, CO 80011-9066. TMA Normal Delivery Hours are 7:30 a.m. to 4:00 p.m. (local time), Monday through Friday, excluding Federal holidays.

**F-3. NOTICE REGARDING LATE DELIVERY AND REQUEST FOR EXTENSIONS**

F-3.1. In the event the contractor anticipates difficulty in complying with the task order schedule, the contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; provided, however, that this notification shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F-3.2. Requests for extensions initiated by the contractor of due dates for deliverables under this contract shall be submitted to the Contracting Officer, on the form provided as Attachment J-1.5, such that the request is received by the Contracting Officer at least 7 calendar days prior to the due date in question. Requests may be transmitted via electronic methods or FAX. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the Contracting Officer's Representative (COR) shall consider whether there were circumstances beyond the foreseeable control of the contractor that prevented timely delivery. Failure to adequately manage workload shall not be an acceptable basis for an extension. The contractor cannot assume an extension will automatically be granted.

**F-4. REPORTS**

F-4.1 Commencing on the date of the task order, the contractor shall provide monthly written progress reports to the TRICARE Management Activity, Contracting Officer (CO) and Contracting Officer's Representative (COR) on the status of all pending/incomplete technology assessments.

F-4.2 At a minimum, the report shall include:

F-4.2.1. The date of the tasking

F-4.2.2. The CLIN number of the tasking

F-4.2.3. The title of the tasking

F-4.2.4. Time elapsed on tasking

F-4.2.5. Time Remaining on tasking

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**SECTION F  
DELIVERIES OR PERFORMANCE**

F-4.2.6. Due date of Tasking

F-4.2.7. Status of Tasking

F-4.2.7.1 The status of the tasking will describe what processes have been completed and what steps are anticipated in the future. Also include if the tasking is on schedule and if it is anticipated that the delivery will be made on time.

F-4.2.8. Contractor Task Manager's Name

F-4.2.9. Contractor Task Manager's Phone Number

**F-5. GOVERNMENT AND CONTRACTOR VISITS/MEETINGS**

The Contractor shall be required to participate in one (1) meeting with Government representatives at the start of the contract which is anticipated to be held at the TRICARE Management Activity, 16401 E. Centretech Parkway, Aurora, CO 80011-9066. In addition, the contractor shall be required to participate in monthly conference calls with the CO and COR. The contractors shall include the costs for these activities within their CLIN prices.

**F-6. POINTS OF CONTACT**

F-6.1. All Points of Contact will be provided following contract award, and updated as required.

**F-7. DELIVERY**

F-7.1. Delivery of the full in-depth assessment shall be within 120 calendar days of the date of the task order.

F-7.2 Delivery of the short assessment shall be within 60 calendar days of the date of the task order.

F-7.3. Deliverables shall be forwarded to the Government by "certified mail", overnight delivery, or hand delivered documents (if the contractor resides in the local area). The Government shall provide a receipt to the contractor when the hand delivered method is used. Routine correspondence is exempt from this provision.

F-7.4. Any and all documentation shall be furnished to the Government by cover letter which will identify the contract number, task order number, and the health care issue by title or subject matter. This same information shall be indicated on all subsequent correspondence relating to the initial documentation.

(End of Section)

**SECTION G  
CONTRACT ADMINISTRATION DATA**

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

a. CONTRACTOR (Name, Address and Contact information):

ECRI  
5200 Butler Pike  
Plymouth Meeting, PA 19462  
Attn: Vivian H. Coates, VP  
e-mail: vcoates@ecri.org  
Telephone: 610-825-6000, ext. 5369  
FAX Phone: 610-834-1275

b. GOVERNMENT:

Contracting Officer, HCTA  
Department of Defense  
TRICARE Management Activity  
Contract Management Division (CMB)  
16401 East Centretch Parkway  
Aurora, CO 80011-9066  
  
Telephone: (303) 676-3652  
FAX Phone: (303) 676-3987

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

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

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

**G-2. CONTRACTOR REMITTANCE VIA ELECTRONIC FUNDS TRANSFER**

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

Contractor's Name: ECRI  
Mailing Address: 5200 Butler Pike  
Plymouth Meeting, PA 19462  
Name of Contact: Janice Kaczmarek  
Phone: 610-825-6000 X 5334  
FAX Phone: 610-834-1275  
Bank Name: Commerce Bank  
Bank Address: Blue Bell, PA  
Bank Phone Number: 610-828-8579  
Bank Routing Number: 036001808  
Bank Account No.: 0364033514

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

**G-3. PAYMENTS**

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

**G-4. SUBMISSION OF INVOICE**

G-4.1. The contractor shall submit invoices to:

Department of Defense  
TRICARE Management Activity  
Attn: Medical Benefits & Reimbursement Systems (MB&RS)  
16401 E. Centretch Parkway  
Aurora, CO 80011-9066

G-4.2. The contractor shall submit an invoice using the SF-1034 form (provided in Section J-1.2), prepared in an Original and 2 copies. Invoices for services rendered pursuant to the specific task performed shall be submitted separately for each Task Order when the work under the Task Order is completed. This form shall be submitted to the Contacting Officer's Representative at the address designated above. Each SF-1034 submitted to the Government shall indicate the health care technology issue for a full in-depth assessment or a short assessment by the appropriate Contract Line Number (CLIN) and shall include the unit price for the specific CLIN, the delivery date, the title of the assessment, the Task Order(s) and applicable modification(s) under which funds were obligated for the case being invoiced.

(End of Section)

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

**H-1. KEY PERSONNEL**

H-1.1. The contractor shall maintain and provide to the TMA COR the resumes of key personnel to this contract. All personnel responsible for the analysis of medical technology and the composition of health care technology assessment(s) must have a degree from an accredited college or university in one or more of the following: nursing, medicine, basic medical sciences (examples would include: biophysicists, physiologists, geneticists, immunochemists and biochemists), biosciences, psychology, sociology, pharmacology or public health administration. The personnel must have experience in systematic review and analysis of medical technology and expertise in statistics, decision analysis, research synthesis, and meta-analysis.

Before the health care technology assessment(s) is finalized and submitted to TMA, the assessment(s) must be reviewed by personnel with a Ph.D. from an accredited college or university in one or more of the following: nursing, medicine, basic medical sciences (examples would include: biophysicists, physiologists, geneticists, immunochemists and biochemists), biosciences, psychology, sociology, pharmacology or public health administration.

The Key Personnel assigned to this Contract are identified by position in Section J, Attachment J-2.1. Any key personnel replacement shall be at least as well qualified as the individual originally holding the position vacated. The contractor must obtain Government approval prior to changing or replacing any key personnel. The contractor shall ensure that its staff and subcontractors (if any) are thoroughly trained and knowledgeable regarding the program and the requirements of this contract.

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

**H-2. EXTERNAL EXPERT REVIEWERS**

External expert physician reviewers must be licensed and actively practicing in the area of specialty being assessed. In addition, in the area(s) of speciality (ies) where Board certification by an American Board of Medical Specialties (ABMS) Member Board is available, the physician reviewer(s) must have current Board certification. Non-physician external expert reviewer(s) must be licensed and actively practicing in the area of specialty being assessed.

(End of Section)

**SECTION I  
CONTRACT CLAUSES**

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

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

<http://farsite.hill.af.mil/>

(End of Clause)

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

(Reference)

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

(Reference)

**I.4 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Reference)

**I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(Reference)

**I.6 52.216-18 ORDERING (OCT 1995)**

(Reference)

**I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(Reference)

**I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(Reference)

**I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

(Reference)

**I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(Reference)

**I.11 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(Reference)

**I.12 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

(Reference)

**I.13 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

(Reference)

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

(Reference)

**I.15 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)**

(Reference)

**I.16 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)**

(Reference)

**I.17 52.232-1 PAYMENTS (APR 1984)**

(Reference)

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**SECTION I  
CONTRACT CLAUSES**

**I.18 52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (Feb 2002)**  
(Reference)

**I.19 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**  
(Reference)

**I.20 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**  
(Reference)

**I.21 52.232-25 PROMPT PAYMENTS (OCT 2003)**  
(Reference)

**I.22 52.233-3 PROTEST AFTER AWARD (AUG 1996)**  
(Reference)

**I.23 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**  
(Reference)

**I.24 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)**  
(Reference)

**I.25 252.232-7010 LEVIES ON CONTRACT PAYMENTS (SEP 2005)**

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the levy will jeopardize contract performance, the Contractor shall promptly notify the Procuring Contracting Officer and provide—

(1) The total dollar amount of the levy;

(2) A statement that the levy will jeopardize contract performance, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment and provide a notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy jeopardizes contract performance; and

(2) If the levy jeopardizes contract performance and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(3) If the levy jeopardizes contract performance but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

(End of Section)

**SECTION J  
LIST OF ATTACHMENTS**

**J-1 Attachments**

1. Form DD250-Material Inspection and Receiving Report
2. Form SF1034-Public Voucher for Purchases and Services Other than Personal
3. Form SF3881- ACH/Vendor Miscellaneous Payment Enrollment Form
4. Form DD 1155-Order for Supplies or Services
5. Form for Contractor's Request for Extension

**J-2 Management Plans**

**The following Contractor Management Plan Documents are attached and hereby incorporated into the Contract:**

1. Key Personnel (In accordance with Contract Section H-1), dated 29 August 2007.
2. Small Business Subcontracting Plan, dated 17 March 2005