



E00094B

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE

NEGOTIATED CONTRACT

CONTRACT NO.

HRA 230-75-0072

PAGE 1 OF 11 PAGES
FPM

NEGOTIATED PURSUANT TO

41 USC 252(c)(10)

TYPE OF CONTRACT

Cost-Plus-Fixed
Fee

ISSUING OFFICE

Health Resources Administration
5600 Fishers Lane
Rockville, Maryland 20852

CONTRACT FOR

Program Development in Health
Resources Development

CONTRACTOR (Name and Address)

Cambridge Research Institute
15 Mount Auburn Street
Cambridge, Massachusetts 02138

ACCOUNTING AND APPROPRIATION DATA

753/50712
5-7776111 (RFP HRA 230-CHP-18(5))
5-63035
25.32
UEN: 04-240-1997

PLACE OF PERFORMANCE

Cambridge, Massachusetts

CONTRACT AMOUNT Est. Cost \$210,280.00
Fixed Fee \$ 14,720.00
Total CPFF \$225,000.00

MAIL VOUCHERS TO

SEE ARTICLE X

SPONSOR

Division of Comprehensive
Health Planning

EFFECTIVE DATE

October 18, 1974

EXPIRATION DATE

SEE ARTICLE II

CONTRACTOR REPRESENTS

1. That it is, is not, a small business concern. If he is a small business concern and is not the manufacturer of the supplies to be furnished hereunder, he also represents that all such supplies will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration.) (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed definitions and related procedures.)
2. That it is a REGULAR DEALER IN, MANUFACTURER OF, the supplies covered by this contract
3. That it is an INDIVIDUAL, STATE OR LOCAL AGENCY, PARTNERSHIP, JOINT VENTURE, NON-PROFIT, EDUCATIONAL INSTITUTION, CORPORATION organized and existing under the laws of the state of

The Contractor agrees to furnish and deliver all supplies and perform all the services set forth in the attached Special Provisions, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Special Provisions and the General Provisions. To the extent of any inconsistency between the Special Provisions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Special Provisions and the General Provisions shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provisions shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

NAME OF CONTRACTOR

UNITED STATES OF AMERICA

BY

SIGNATURE OF AUTHORIZED INDIVIDUAL

BY

/s/ Vincent J. Falcinelli

SIGNATURE OF CONTRACTING OFFICER

Vincent J. Falcinelli
Contracting Officer

TYPED NAME

TYPED NAME

TITLE

NOV 6 1974

DATE

DATE

EXECUTED BY BOTH PARTIES

THIS CONTRACT CONSISTS OF:

1. COVER PAGE PHS 4910-1
2. CONTENTS OF CONTRACT PHS 4910-2
3. SPECIAL PROVISIONS PHS-4910-3

ARTICLE I	DESCRIPTION AND SCOPE OF WORK
ARTICLE II	ARTICLES OR SERVICES TO BE FURNISHED AND DELIVERY TIME
ARTICLE III	RESPONSIBILITIES OF PROJECT OFFICER
ARTICLE IV	DESIGNATION OF PROJECT DIRECTOR
ARTICLE V	REVIEW AND APPROVAL
ARTICLE VI	NOTICE TO GOVERNMENT OF DELAYS
ARTICLE VII	COMPETITION IN SUBCONTRACTING
ARTICLE VIII	FEDERAL REPORTS ACT
ARTICLE IX	COMPENSATION
ARTICLE X	SUBMISSION OF INVOICES AND PLACE OF PAYMENT
ARTICLE XI	OFFICE EQUIPMENT
ARTICLE XII	PRINTING
ARTICLE XIII	INCORPORATION OF CONTRACTOR'S PROPOSAL
ARTICLE XIV	HEW CONTRACT FINANCIAL REPORTING
ARTICLE XV	COST AND PRICING DATA PROVISIONS
ARTICLE XVI	EMPLOYMENT OF QUALIFIED HANDICAPPED PERSONS UNDER FEDERAL CONTRACTS
ARTICLE XVII	KEY PERSONNEL
ARTICLE XVIII	FORMALIZATION

4. GENERAL PROVISIONS, HEW FORM 316 (REV. 7/72) NEGOTIATED Cost-Plus-Fixed-Fee Type Contract

ATTACHMENT A

ARTICLE I - Description and Scope of Work

A. The purpose of this contract is:

1. To develop a detailed program for organizational development, including the conduct of training programs for current and future staff personnel, in order to effectively implement the strategic plan for Health Resources Planning.
2. To develop mechanisms and training programs designed to articulate the "state of the art" in health planning.

B. In performance of this contract, the contractor shall specifically:

1. Meet for an initial one (1) day orientation to be held in Rockville, Maryland. The project director and key staff members will be required to attend. ✓
2. Review the Division's strategic plan for the development of effective health planning in the Nation. This should include but not be limited to:
 - a. The development of a "from/to" analysis documenting the present base-line and the desired state two years hence. Emphasis shall be placed on program operations, planning method development and technical assistance activities.
 - b. The assessment of the adequacy of resources planned vs. resources needed.
3. Assess and develop mechanisms for organizational development to implement the strategic plan for health resources planning. This should include but not be limited to:
 - a. Definition of the results to be expected
 - b. Description of the methods to be employed, including a training plan
 - c. Required training materials
4. Conduct up to three training sessions for Federal staff personnel as called for in the program for organizational development.
5. Assess and develop mechanisms designed to articulate and develop the "state of the art" in health resources planning.

6. Meet with the Project Officer monthly to evaluate progress of the contract and to remedy deficiencies as identified.
7. Furnish the Project Officer a detailed final report outlining the following at a minimum:
 - a. Plan for organizational development
 - b. Description of methodologies employed
 - c. Training programs developed
 - d. Assessment of training conducted
 - e. Recommendations for future training activities
8. Furnish the Project Officer an executive summary (not to exceed 15 pages) of the final report.

Article II - Articles or Services to be Furnished and Delivery Time

The Contractor shall submit to the Project Officer, Division of Comprehensive Health Planning, 5600 Fishers Lane, Rockville, Maryland 20852 the following items in the quantities and during the time periods listed below: In addition he shall send two copies of the final report to the Contracting Officer Contract Operations Branch, DGPM, Health Resources Administration.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery</u>
1	Preliminary Review of Strategic Plan (II.B.2)	15	Three (3) months from the effective date of the contract
2	Final Review of Strategic Plan and Plan for Organizational Development	15	Six (6) months from the effective date of the contract
3	Training seminars (II.B.3)	3	Completed by the end of the eleventh (11th) months from the effective date of the contract
4	Report on mechanism to articulate and develop the state of the art (II.B.5)	15	Eleven (11) months from the effective date of the contract
5	Final report (II.B.7)	15	Twelve (12) months from the effective date of the contract
6	Executive Summary (II.B.5)	15	Twelve (12) months from the effective date of the contract

ARTICLE III - RESPONSIBILITIES OF PROJECT OFFICER

The responsibility of the Project Officer (or his duly authorized representative) is to ensure that the Government's technical objectives are met. To this end the Project Officer will provide necessary information, direction, coordination, et cetera, within the contractual work description. Accordingly, issuance of changes which affect the articles, terms or conditions of this contract will be accomplished through the Contracting Officer who is the only party authorized to bind the Government. The Project Officer will be designated in the letter transmitting the contract. The designation of any necessary successor to the Project Officer will be provided in writing by the Contracting Officer.

ARTICLE IV - DESIGNATION OF PROJECT DIRECTOR

The person identified below is confirmed to be the Project Director acting on behalf of the Contractor. In this capacity the Project Director shall direct the necessary work and services toward fulfillment of the contractual requirements. The Government reserves the right to approve any necessary successor to the Project Director.

Project Director: James B. Webber

ARTICLE V - REVIEW AND APPROVAL

Review and approval of the over-all performance of this contract is the responsibility of the Contracting Officer. Unless otherwise stated in writing, the Project Officer is delegated the authority to accept or reject items delivered under the contract following necessary review. Acceptance shall be effected in the manner described in this contract, otherwise as directed by the Contracting Officer.

ARTICLE VI - NOTICE TO GOVERNMENT OF DELAYS

Whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and provide all relevant information with respect thereto.

ARTICLE VII - COMPETITION IN SUBCONTRACTING

The Contractor agrees to select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

ARTICLE VIII - FEDERAL REPORTS ACT

In the event that it subsequently becomes a contractual requirement to collect identical information from 10 or more public respondents, the Federal Reports Act shall apply to this contract and the Contractor shall obtain through the Project Officer the required OMB clearance. HEW will obtain office of Management and Budget approval and notify the Contractor. No funds will be expended or any contracts made for the collection of data from public respondents until such written notice is given by the Contracting Officer.

ARTICLE IX - COSTSA. Estimated Cost and Fixed-Fee

The Estimated Cost of this contract, exclusive of fixed-fee is \$210,280; the Fixed-Fee is \$14,720; and the Total Estimated Cost Plus Fixed-Fee \$225,000.

B. Limitation of Cost

Subject to the provisions of Clause 3, "Limitation of Cost," of the General Provisions, the total cost to the Government, including all direct and indirect costs, for performance of this contract, exclusive of fixed-fee, shall not exceed the Estimated Cost of this contract.

C. Consideration and Payment

For the performance of this contract the Government shall pay to the Contractor:

1. The cost thereof determined by the Contracting Officer to be allowable in accordance with Clause 4, "Allowable Cost and Fixed-Fee," of the General Provisions and the provisions of this Article; and
2. The Fixed-Fee, which shall be payable in monthly installments in accordance with Clause 4 of the General Provisions upon determination by the Contracting Officer that the performance was satisfactory.

D. Direct Costs

The Contractor will be reimbursed for all costs as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, and accepted by the Contracting Officer:

1. Salaries and wages of the Contractor's employees directly employed in performing the work required by this contract. Related fringe benefits if treated as a direct cost; otherwise, fringe benefits may be claimed as part of indirect costs below.
2. Materials and services required in the performance of this contract, after deducting all discounts for the purchase of such materials and services.
3. Consultant fees or other payments to consultants required in the performance of this contract, provided, that such fees or payments shall not exceed the daily rate of (See Below), exclusive of travel costs without the written approval of the Contracting Officer.

The following consultants and rates are approved:

Boin Traxelyan	NTE \$400 per day.
J.B. Silvers	NTE \$400 per day.
Basil Motc	NTE \$200 per day.

4. Travel and subsistence expenses exclusively in direct performance of this contract. The Contractor shall be reimbursed for transportation costs and travel allowances in accordance with the established policy of the Contractor, but subject to the following limitations:

- (a) Such transportation cost shall not be reimbursed in an amount greater than the cost of first class rail or of economy air travel, unless economy air travel and economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents submitted for reimbursement. Travel allowances (per diem) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed \$35 per day.
- (b) The Contractor shall be reimbursed for the cost of travel performed by its personnel in their privately-owned automobile at the rate of 15 cents per mile, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in such automobile, no additional charge will be made by the Contractor for such travel between such points.

E. Prior Authorization of Certain Direct Costs

1. Purchase Orders and Subcontracts:

Requirements for purchase orders and subcontracts are governed by Clause 10 of the General Provisions except as may be indicated herein.

2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk, if without such prior written authorization:

- (a) Purchase or rental of any item of equipment including furniture or office equipment regardless of cost.
- (b) Any rental agreement for real or personal property, or any term contract for maintenance.
- (c) Travel for general scientific meetings.
- (d) Rearrangement, alteration or relocation of facilities.

F. Indirect Costs

1. The allowable indirect costs under this contract shall be established in accordance with the procedure set forth in Clause 5 of the General Provisions entitled "Negotiated Overhead Rates".
2. Beginning on the effective date of this contract, indirect costs shall be reimbursed at the provisional rate of 135% of the (direct salaries and wages) (indirect costs) chargeable to this contract. In no event shall the final indirect cost rate exceed 135% of direct salaries and wages.

G. Special Cost Provision

Costs of the Contractor's independent research and development shall not be allowable under this contract.

ARTICLE X - SUBMISSION OF INVOICES AND PLACE OF PAYMENT

A. Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice (or public voucher) for payment in accordance with Clause 4, "Allowable Cost and Fixed Fee" of the General Provisions. Invoices shall be prepared in accordance with the "Billing Instructions" attached hereto and made a part of this contract. The Government shall make provisional payments on all invoices pending the completion of a final audit of the Contractor's cost records.

B. To expedite payment, invoices shall be sent as follows:

1. Monthly invoices (original and four (4) copies) shall be sent per the billing instructions directly to the Paying Office below. (Where applicable the Contractor shall submit the invoice to said Paying Office via the cognizant Government auditor):

Department of Health, Education, and Welfare
Public Health Service
Parklawn Building - Paying Office - Room 16-23
5600 Fishers Lane
Rockville, Maryland 20852

2. One (1) copy of all invoices shall be forwarded to the Project Officer and must be clearly marked ADVANCE COPY FOR INFORMATION ONLY.

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ARTICLE XI - OFFICE EQUIPMENT

Notwithstanding any other provision of this contract to the contrary, the Contractor shall not purchase or lease under this contract any items of office equipment, including office furniture or machines. Recovery of cost of such items shall be allowable only to the extent that they are properly includable in the indirect cost charged to this contract.

ARTICLE XII - PRINTING

See Clause No. 28 of the General Provisions.

ARTICLE XIII - INCORPORATION OF CONTRACTOR'S PROPOSAL

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with the Contractor's proposal to the Health Resources Administration, Division of Comprehensive Health Planning for Program Development in Health Resources Development, dated August 15, 1974, as amended by letter dated August 29, 1974 provided however, that to the extent that any provisions of the articles of this contract are in conflict or inconsistent with any provisions of said proposal, the provisions of the articles of this contract shall be controlling and shall supersede the provisions of said proposal.

ARTICLE XIV - NEW CONTRACT FINANCIAL REPORTING

Financial reports on Form HHS-515(4/69) shall be submitted by the Contractor in accordance with the instructions on the reverse of the form, and in an original and one copy not later than the 15th of the following quarter. The line entries for subdivisions of work and elements of cost (type of expense) to be reported within the total contract shall be determined by the Contracting Officer after giving consideration to the recommendations of the Contractor. Subsequent changes and/or additions in the line entries shall be similarly determined. The Contracting Officer shall notify the Contractor of each change and addition and the reporting period to which each shall apply. Financial reporting shall commence with a report for the first calendar quarter following the date of this contract. Distribution shall be 1.) original to the Contracting Officer and one copy to the Project Officer.

DHEW - Health Resources Administration
Attn: Contracting Officer
Parklane Building, Room 1C-28
5600 Fishers Lane
Rockville, Maryland 20852

ARTICLE XV - COST AND PRICING DATA PROVISIONS

With reference to the Certificate of Current Cost or Pricing Data executed for this contract the following annexes are attached to this contract and made a part hereof:

- ANNEX 1 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
- ANNEX 2 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - PRICE ADJUSTMENTS
- ANNEX 3 - AUDIT AND RECORDS
- ANNEX 4 - AUDIT
- ANNEX 5 - AUDIT - PRICE ADJUSTMENTS
- ANNEX 6 - SUBCONTRACTOR COST AND PRICING DATA
- ANNEX 7 - SUBCONTRACTOR COST AND PRICING DATA - PRICE ADJUSTMENTS
- ANNEX 8 - SUBCONTRACTOR COST AND PRICING DATA - PRICE ADJUSTMENTS

ARTICLE XVI - EMPLOYMENT OF QUALIFIED HANDICAPPED PERSONS UNDER FEDERAL CONTRACTS

In accordance with Section 503 of Public Law 93-112, the contractor agrees during the performance of this contract that he shall take affirmative action to employ, and advance in employment, qualified handicapped individuals as defined in Section 7 (6) of the Act. The contractor further agrees that the provisions of this clause shall be included in all subcontracts in excess of \$2,500, of any tier, which are entered into to carry out the purposes of this contract.

ARTICLE XVII - KEY PERSONNEL

In accordance with the clause of the General Provisions called Key Personnel, the following individuals are identified.

<u>NAME</u>	<u>TITLE</u>
Jack Glover	Director
Jean Zuckert	Director

ARTICLE XVIII - FORMALIZATION

This instrument reflects the entire agreement between the Government and the Contractor. Said instrument is the understanding of the parties with regard to their respective rights and duties under the contract and formalizes the Government's Notice of Award dated October 17, 1974 and the Contractor's acceptance thereof dated October 18, 1974.