

ATTACHMENT 1: PERFORMANCE WORK STATEMENT (PWS)

Title: COUNTER-MARKETING PROGRAM FOR PRESCRIPTION DRUG MISUSE/ABUSE

Requiring Activity Name: Communications and Customer Service, TRICARE Management Activity (TMA)

1.0 SCOPE

This award is in support of joint efforts by the Headquarters Department of Army (HQDA) and the Department of Defense (DOD) to educate target audiences about the misuse/abuse of prescription medications. Integrated marketing and education campaigns regarding prescription drugs will be used to achieve shared goals of HQDA and the DOD help Active Duty Service members, retirees and their family members make responsible and safe decisions regarding prescription drug use. This is to include provision of personnel, print materials, travel, paid advertising, research, program evaluation, reports and other related support services required to perform the broadly defined desirable "Objectives" described below.

1.0.1 Background

HQDA and the DOD are committed to the provision of top quality health services for all military personnel, retirees, and their families. For HQDA and the DOD, the delivery system also focuses on operational readiness, excellence in communications and customer service is key to operational success.

This award is managed by the Communications and Customer Service Division (C&CS) within the TRICARE Management Activity (TMA). C&CS coordinates worldwide health and health benefits communications efforts on behalf of more than 9.6 million TRICARE health plan beneficiaries. This campaign is implemented collaboratively with HQDA; local installation and unit commanders and Service-level and local program managers for Health Promotion, Military Treatment Facilities, Safety, Public Affairs, and Morale Welfare and Recreation; Air Force and Army Exchange Service; Navy Exchange Service; Armed Forces Radio & Television Service; and the Pentagon Channel.

Prescription drug misuse/abuse is not only an issue for the U.S. Army, it is a growing problem among the general population of the United States impacting hundreds of thousands of Americans. The 2008 Department of Defense Survey of Health Related Behaviors Among Active Duty Military Personnel reported 13% of U.S. Army service members had misused prescription drugs in the past 30 days. Prescription drugs are used by service members for both recreation and pain or mental health treatment without adequate doctor supervision or treatment. Prescription drugs, including addictive narcotics, have become easier to obtain in the civilian community, due in part, to an increase in licensed prescribers and a lack in strong regulations and policing to validate patient necessity for prescription medication. Combined with the illicit drug trade, these easily obtained prescription medications are being abused by both the patients obtaining the prescriptions as well as been sold for profit and then make their way into the illicit drug trade. In the Army, there has been a significant increase in physicians prescribing potentially addictive medications to treat pain and mental health illnesses resulting from nine years of combat operations in Iraq and Afghanistan. These soldiers are often treated by a variety of physicians at different medical facilities and continuity of care often cannot be adequately maintained as soldiers move between theater of operations, in-patient care, Wounded Warrior Transition Companies, present duty station and follow-on duty stations. Soldiers may become over prescribed medications that they could result in drug dependency and/or periodically misuse of left over prescription medications after their physician has determined they should no longer take a specific medication. Soldiers have also been known to provide peers with prescription medications, illegally prescribed to them, in a misguided effort to help a peer they feel is in need. This trend of over prescription, self medication and buddy medication has manifested in an increased number of positive urinalysis tests throughout the Army. This counter marketing campaigns is intended to effect behavioral change in the target audience to reduce/reduce the prevalence in prescription drug misuse/abuse.

Integrated marketing comprises holistic or “surround sound” communications approaches that make complementary use of both new and traditional marketing methodologies. New marketing includes the development of attractive and effective Web-based educational platforms, and the promotion of their existence through electronic outreach. Traditional marketing makes use of public relations and paid and unpaid advertising and public service announcement placements in print (newspaper, magazine), billboard and mass media such as radio and television.

Creative messaging and images that can be used by both HQDA and DOD to several diverse target audiences, based on evidenced based research and focus group testing are the basis of the communications efforts. For HQDA and the DOD outreach to Active Duty, the use of existing military media channels are of paramount importance to communicate across the armed services, geo-targeting to locations where large numbers of the target audience live, work and play.

1.0.2 Objectives

Develop and deploy a research based technical approach for an integrated marketing and education campaign that reduces the incidence and acceptability of prescription drug misuse/abuse amongst Active Duty Service members, retirees and their family members. Develop leader specific education materials targeting the full spectrum of rank. Develop and deploy a research based technical approach for an integrated education and marketing campaign that reduces the incidents of prescription medication misuse/abuse among the population of uniformed military members.

1.1 Non-Personal Services

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

1.2 Severable / Non-Severable Services

This award identifies services that are severable in nature.

1.3 Inherently Governmental Functions

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

1.4 Acquisition Functions Closely Associated with Inherently Governmental Functions: Not applicable

1.5 Organizational Conflict of Interest Category

TRICARE Management Activity (TMA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. These categories are defined as follows:

- Category 1: TMA Internal Support: Services which, by their very nature, give the Contractor access to extensive data about the contracts of all other TMA Contractors.
- Category 2: Program Management Support: Services which assist TMA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- Category 3: Product Support. Services or end items required to meet the mission requirements of TMA’s non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; COTS procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, Contractor participation in more than one area may give rise to a real or apparent loss of Contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective Offerors that TMA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other two categories; (2) to assist current Contractors and prospective Offerors in developing their own business strategies regarding participation in TMA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current Contractors and prospective Offerors are afforded the maximum practicable opportunity to compete for all TMA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, TMA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity or the type of contract vehicle used.

Each TMA non-purchased care solicitation will therefore be designated as falling within one of the three above defined categories. The work called for under this contract / order has been determined by TMA to fall within the following non-purchased care OCI category:

THIS IS A CATEGORY 2: PROGRAM MANAGEMENT SUPPORT

2.0 STATEMENT OF WORK (SOW)

2.1 TASK MANAGEMENT

Prescription drug misuse/abuse is a growing problem in the U.S. Army. The prevalence is largely unknown and based on self reporting survey data, self referrals to Army substance abuse treatment programs and findings of an increase in positive results in the Army's substance abuse monitoring program. The contractor shall be responsible for conducting a quantifiable research program in the base year to determine current behavioral attitudes and present a plan to effect behavioral change through the option years. The contractor shall conduct research throughout the base year of the contract to determine social attitudes among the targeted soldier population and knowledge of the dangers of the misuse/abuse of prescription drugs. From this research conducted through literature reviews, clinical interviews and focus group surveys, the contractor shall present a comprehensive education and marketing plan with the goal of creating behavioral change within the target population and reduce the prevalence of prescription drug misuse/abuse in the Army. Upon approval of the customer, the contractor shall implement the comprehensive education and marketing program through the option years of this contract. Level Of Effort and job skills will differ significantly between the base year (research) and the option years (implementation). The contractor shall adjust the LOE and job skill expertise accordingly to the tasks required for the base year and option years.

2.1.1 Task Manager

The Contractor shall provide a task manager experienced in multi-media marketing, communications research and task leadership. Task manager will possess a masters degree or higher in marketing/advertising, communications research, mass communications or a bachelors degree in same or compatible discipline with a minimum of seven years employment experience. The Task Manager shall be experienced in marketing campaign development capable of managing creative direction and the building of a behavioral change, influence campaign.

2.1.2 Communications Research

The Contractor shall provide expertise in communications research; marketing research; survey and focus group testing and analysis. Must be credentialed for conducting focus group testing to include experience

in recruitment, script development, focus tests discussion guides and related research tools to include a minimum of three years experience. Should possess a Bachelors degree or higher in Library Science, Communications Research or comparable discipline or a minimum of five years experience. Demonstrate proficiency in search engine use such as ABMED, Informworld, and Research Gate or relevant industry equivalents to obtain source materials.

2.1.3 Graphics Design

The Contractor shall provide expertise in both print product and web based graphic design. The Contractor shall provide creative talent capable of developing high quality graphic products that support the campaign tactics and convey the objectives of this campaign. The Contractor shall provide personnel with a bachelors degree in Fine Arts or five years compatible discipline or a minimum of five years employment experience. Knowledge in multi-media animation, motion graphics and experience in Adobe Creative Suites is required. Experience in commercial advertising or marketing agency experience a plus.

2.1.4 Web Development

The Contractor shall provide expertise in web design and development. The Contractor shall create a web presence in support of the campaign's objectives and tactics. Scope of web development shall be determined through analysis of base year research and modified throughout option years based on experience of best practices and ongoing research analysis. Capabilities shall include website development and social media platforms. The Contractor shall provide personnel with a bachelors degree or higher in Computer Science or compatible discipline or a minimum of five years of employment experience. Must be experienced in HTML and Cascading Style Sheet, JAVA and 508 Compliance. Experience in PHP, PERL, ASP and .NET a plus. Web suitability experience highly encouraged. Contractor shall provide web site hosting capability.

2.1.5. Writer, Editor

The Contractor shall provide expertise in print/video journalism. The Contractor shall be capable of creating official correspondence for the customer and Department of the Army installation POCs. Produce articles for publication for Army command information products and commercial enterprises. Produce print and video web content in support of campaign objectives and tactics. The Contractor shall provide personnel with a bachelors degree in journalism or compatible discipline or a minimum of five years employment experience.

2.2 Task Management

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

2.2.1 Scientific Literature Review – Deliverable 1

Due 30 days after contract award. The contractor will conduct a scientific literature review which will research at a minimum, but not limited to, the following topics and trends.

- (1) Available data on the prevalence, growth and pervasiveness of prescription drug misuse/abuse among military service members over the past ten years. Data will be reviewed from The 2008 Department of Defense Survey of Health Related Behaviors Among Active Duty Military Personnel, 2008-2010 Status of Forces Surveys, Unit Risk Inventory Survey and Unit Reintegration Survey as provided by TMA.
- (2) Available data on the prevalence, growth and pervasiveness of prescription drug misuse/abuse among the general population in American society. Contractor will include research on availability, thorough legitimate and illicit means, of obtaining prescription drugs for misuse/abuse.
- (3) Develop hypothesis for the following.
 - a. Identify the gender and age range of the primary military target audience.

- b. Identify methods of message delivery are likely most effective with the target audience.

2.2.2 Focus Group Testing – Deliverable 2

Due 120 days after contract award. The contractor will conduct a series of Focus Group tests to determine the types of relevant and persuasive messages, activities, and creative concepts the build the campaign on. The contractor will test and obtain feedback on creative elements of the proposed campaign to determine how best to effectively execute this campaign and achieve a measureable reduction of prescription drug misuse/abuse. The contractor will conduct no less than six focus group tests at no less than four military installations, approved by the customer, including a minimum of sixty service members within the primary target audience. The contractor will conduct one in depth group interview with DoD subject matter experts in the field of military health care and prescription drugs. Members will be selected by customer and the interviews will take place at TMA offices or a designated site in the Washington DC area. The contractor will also obtain additional information about the communication platforms and techniques the target audience uses and trusts. This information will help ensure that the campaign not only resonates well and effectively communicates with the target audience, but also encourages behavioral change and reduce the instances of prescription drug misuse/abuse. Due date for deliverable may be shortened by joint agreement between the Contractor and Customer based on Contractor performance efficiency.

2.2.3 Focus Group Evaluation – Deliverable 3

Due 210 days after contract award. The contractor will conduct a series of Focus Group interviews to evaluate themes, messages, technical approach and overall campaign strategy developed from data extracted from Deliverables 1 & 2. The contractor will use this evaluation to refine the campaign strategy for implementation. The contractor will conduct no less than five focus group tests at no less than three military installations, approved by the customer, including a minimum of sixty service members within the primary target audience. The contractor may be approved to return to the same installations from Deliverable 2 with customer approval; however the contractor must ensure that entirely new and unique populations of focus group members are selected for Deliverable 3. Due date for deliverable may be shortened by joint agreement between the Contractor and Customer based on Contractor performance efficiency.

2.2.4 Presentation of Education and Marketing Plan – Deliverable 4

Due 240 days after contract award. The contractor will present to the customer a comprehensive education and marketing plan for approval. This plan will be based on the conclusions drawn from the base year research phase determining current trends and attitudes of prescription drug misuse/abuse among the target population and the proposed campaign to effect behavioral change utilizing messages, techniques and methods best suited to positively impact the target population. The contractor shall provide a description of a detailed technical approach. The approach shall provide a long range plan with a reasonable, well-thought-out approach that is based on primary and secondary research and likely to yield the required results within the required time frame and includes on-going evaluation to ensure the selected marketing/education approach is effective. The approach shall include plans to implement and manage the following:

- Development of a marketing/education campaign for both short and long range communication objectives, messages and tactics based on expert knowledge gained from experience; existing HQDA and DOD Marketing and Education research (see www.tricare.mil/research for example of existing DOD research; and gap analysis to determine any new research requirements for communicating effectively with the targeted audiences. The plan shall also feature the following:
 - Short- and long term plans for development and execution of creative designs. Plans shall include development and execution of an evidenced based marketing approach building on lessons learned from past performances within HQDA and/or DOD.
 - Development of content for print materials, the official Web site, broadcast and online news media, videos and Public Service Announcements.

- Outreach to Army and DOD organizations at both the Service and local level to enlist, train, encourage and support those government points of contact responsible for locally deploying the campaign. Outreach shall be based on best practices learned from past performances within HQDA and DOD and may include telephonic and e-mail outreach; campaign updates of best practices; face-to-face interaction with key personnel/leaders; briefings/exhibits at conferences or meetings with key target audiences, etc. POCs include local substance abuse programs; safety officers, primary care and preventive medicine providers, dental officers, and health promotion coordinators. Based on most effective communications approach, outreach may include by-invitation site visits to selected installations following close coordination with the appropriate Service Program Office in order to do one or more of the following:
 - enlist additional support of local installation commanders,
 - collect feedback from POCs and target audience about campaign successes and recommendations for future outreach,
 - conduct formative research with the target audience
 - collect fresh video and audio material (requires local Public Affairs approval),
 - conduct a campaign implementation workshop for local Substance Abuse Program, Public Affairs, Morale Welfare & Recreation, Health Promotion, and Preventive Medicine program managers.
- Managing the inventory of TMA-funded campaign promotional materials. This shall include on-going development and validation of authorized/approved installation points of contact (POC) and fulfillment for materials requested by these POC. Orders shall be received via the Contractor managed Web site and via the Contractor's own outreach efforts. Materials shall be tailored to the audience, population and scope of the installation served by the POC. The campaign materials shall be printed, warehoused, and orders shall be fulfilled by TMA's Government Printing Office contract printer.
- Conduct on-going evaluation of most effective marketing approaches with concurrence from government, make adjustments as needed.
 - On-going evaluation of program success shall be conducted and provided to the government to ensure campaign messages, materials and tactics are appropriate.

The contractor shall present a Creative Design Report (**Deliverable – 18**) on campaign strategy, concepts and implementation for approval by a panel of DoD experts that the customer deems qualified. Report shall not exceed twenty pages in content excluding footnotes. The contractor shall present a briefing to the customer on the campaign strategy for approval; briefing should not to exceed one hour. The contractor shall make changes to the education and marketing campaign the customer sees fit prior to campaign implementation. (**Deliverable 20**)

2.2.5 Campaign Roll Out – Deliverable 5

Due 330 days after contract award. The contractor will conduct a limited roll out of the campaign in the base year. Methods and technical approach will follow procedures approved by the customer from the campaign strategy the contractor developed through Deliverables 1 through 4. The contractor will roll out the campaign at a minimum of three installations approved by the customer. At the conclusion of the base year, the contractor will make revisions to the campaign strategy and provide a report (**Deliverable 20**) to the customer that will provide the foundation of campaign execution in the option years

2.2.6 Prescription Drug Misuse/Abuse Countermarketing Campaign – Deliverable 6

Beginning option year 1 and continuing through the term of the contract, contingent upon all options being exercised and the availability of funds, the contractor shall implement the education and marketing campaign based on the detailed technical approach approved by the customer. The contractor shall;

- Implement a marketing/education campaign with both short and long range communication objectives, messages and tactics based on the approved campaign plan drawing on expert knowledge gained from experience; existing HQDA and DOD Marketing and Education research (see www.tricare.mil/research for example of existing DOD research; and gap analysis to determine any new research requirements for communicating effectively with the targeted audiences. The plan shall also feature the following:
 - Implementation of short- and long term plans for development and execution of creative designs. Plans shall include development and execution of an evidenced based marketing approach building on lessons learned from past performances within HQDA and/or DOD.
 - Development of content for print materials, the official Web site, broadcast and online news media, videos and Public Service Announcements.
 - Conduct outreach to Army and DOD organizations at both the Service and local level to enlist, train, encourage and support those government points of contact responsible for locally deploying the campaign. Outreach shall be based on best practices learned from past performances within HQDA and DOD and may include telephonic and e-mail outreach; campaign updates of best practices; face-to-face interaction with key personnel/leaders; briefings/exhibits at conferences or meetings with key target audiences, etc. POCs include local substance abuse programs; safety officers, primary care and preventive medicine providers, dental officers, and health promotion coordinators. Based on most effective communications approach, outreach may include by-invitation site visits to selected installations following close coordination with the appropriate Service Program Office in order to do one or more of the following:
 - enlist additional support of local installation commanders,
 - collect feedback from POCs and target audience about campaign successes and recommendations for future outreach,
 - conduct formative research with the target audience
 - collect fresh video and audio material (requires local Public Affairs approval),
 - conduct a campaign implementation workshop for local Substance Abuse Program, Public Affairs, Morale Welfare & Recreation, Health Promotion, and Preventive Medicine program managers.
- Manage the inventory of TMA-funded campaign promotional materials funded by TMA through the Document Acquisition Procurement Service. This shall include on-going development and validation of authorized/approved installation points of contact (POC) and fulfillment for materials requested by these POC. Orders shall be received via the Contractor managed Web site and via the Contractor's own outreach efforts. Materials shall be tailored to the audience, population and scope of the installation served by the POC. The campaign materials shall be printed, warehoused, and orders shall be fulfilled by TMA's direct deal contract with DAPS.
- Conduct on-going evaluation of most effective marketing approaches with concurrence from government, make adjustments as needed.
 - On-going evaluation of program success shall be conducted and provided to the government to ensure campaign messages, materials and tactics are appropriate.

Due date for deliverable may be shortened by joint agreement between the Contractor and Customer based on Contractor performance efficiency.

2.3. The Contractor shall prepare an agenda and provide teleconference hosting of a weekly meeting with government program managers to report on and coordinate daily campaign activities.

2.4. In addition to the requirements of paragraph 2.8, the Monthly Progress Report shall include a detailed trend analysis of Web traffic reports (e.g., unique site visits, material downloads, visitor average time on site, diversity of visitor domain origins), report and trend the identity and number of new and renewed contacts with installation level points of contact resulting from the Contractor's outreach efforts, and trend analysis of the number and types of promotional materials ordered.

2.5. The Contractor shall also monitor attitudes and behaviors of the target audience with respect to prescription drug misuse/abuse and efficacy of the campaign Web site through quarterly reporting from its own opt-in feedback survey on the campaign's Web site.

2.6. The Contractor shall apply for a Data Use Agreement (when required) from HQDA and TMA in order to provide its own in-depth analysis of government furnished results of periodic surveys such as the annual Status of Forces survey administered by the DMDC, the Army's Unit Risk Inventory/Reintegration-Unit Risk Inventory (see www.acsap.army.mil) and TMA's biennial Survey of Health Related Behaviors Among Active Duty Personnel (see www.tricare.mil/tma/studiesEval.aspx).

2.7. When a need for change in campaign concept is indicated by campaign metrics and/or target audience feedback, the Contractor shall develop alternate follow-on campaign concepts and approaches. This shall be accomplished through phases, from formative research of the target audience, conceptualization, testing of concepts, and execution of marketing materials, media, and public information services for both the short and long term integrated communications campaign. A component of this campaign development shall provide an opportunity to study our military community and use HQDA and DOD and Military Health System resources to understand the societal and environmental factors that affect our population and the way people think. DoD leadership, active duty members, TRICARE providers and other MHS staff shall be considered as both key audiences and as channels of communication for reaching targeted audiences.

2.8. Monthly Progress Report (MPR) – Deliverable 7

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

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

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

2.9. Subcontractor Expenditures Report – Deliverable 8

If Subcontractors are used, the Contractor shall prepare and deliver a Subcontract Expenditures Report that discloses actual subcontract expenditures by company name, business size standard (i.e. Woman Owned Business, Veteran Owned Business, etc.), and other socioeconomic programs (i.e. Indian Incentive Program, Historically Black Colleges and Universities and Minority Institutions, etc.).

2.10. Contract Work Breakdown Structure (CWBS) – Deliverable 9

Not Applicable for this Task.

2.11. Integrated Master Schedule – Deliverable 10

Not Applicable for this Task.

2.12. Earned Value Management (EVM) – Deliverable 11

Not Applicable for this Task.

2.13. Transition Support

a. Incoming Transition Plan – Deliverable 12

The Contractor shall present a plan to the customer for staffing in order to meet Deliverables 1 – 4. The customer shall provide the Contractor with the 2008 Health Related Behaviors Survey, the 2008 – 2010 Status of Forces Surveys and other Army Center for Substance Abuse Program studies and White Papers on Prescription Drug Misuse/abuse relevant to this campaign on date of contract award. The Contractor shall meet the following deliverables during the transition in. (See 4.6) Due date for deliverable may be shortened by joint agreement between the Contractor and Customer based on Contractor performance efficiency.

b. Outgoing Transition Plan – Deliverable 13

- The Transition-Out plan shall include 30 days of outgoing transition for transitioning work from an active contract to a follow-on contract or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this Contract and/or orders issued under this Contract to a successful offeror. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall also include the proposed approach for a seamless transition from the current contractor of the existing prescription drug misuse/abuse campaign contractor to hosting and maintaining any website created in support of this campaign and any other hosted platforms by the new contractor. The approach should provide the details as to how the outgoing contractor will transition all data/coding/etc. so that the new contractor can re-create any and all prescription drug misuse/abuse campaign website or other hosted platforms without impacting new contractor's efforts to continue the same level of quality and service. The transition plan will also include the proposed approach for transferring responsibility for all existing prescription drug misuse/abuse campaign outreach activities and development of promotional materials and files to ensure outreach efforts as well as uninterrupted printing and distribution to ensure no interruption in program services, products and activities with this transfer. Transition out plan should include all print files/materials produced in support of the campaign in the native format to include a PDF version (This requirement includes all graphics and related design concepts and templates.

2.14. Program Management Plan – Deliverable 14

The Contractor shall develop a Program Management Plan that shall require Government approval. This plan shall be applied by the Contractor to manage, track and evaluate the Contract performance. The Program Management Plan shall consist of control policies and procedures in accordance with standard industry practices for project administration, execution and tracking.

The Program Management Plan shall include the following:

- Identification of milestones where Government information/activity is required and timeline dependencies for subsequent Contractor activities;
- An Integrated Master Management Plan (IMMP) describing the Contractor's overall management approaches, policies and procedures including suggested project metrics; and,
- A detailed staffing plan.

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

2.15. Quality Control Plan – Deliverable 15

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the vendor's quote and shall be updated following award. The QCP shall document how

the Contractor will meet and comply with the quality standards established in this statement of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

2.16. Contingency Operations Plan – Deliverable 16

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

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

2.17. Operations During Emergency Situations

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

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

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

2.18. Contractor Personnel Performance/Replacement

Substitutions of quoted Key Personnel shall not be allowed for a period of six months after award, except under extreme circumstances. Any substitution or replacement Key Personnel shall have qualifications equal to or greater than the individuals quoted. For temporary and/or permanent replacement of Key Personnel, the Contractor shall provide a resume for each individual to the COR. Resumes shall be provided at least two weeks (or as mutually agreed upon) prior to making any personnel changes. The Government reserves the right to pre-approve any replacement or substitution of Key Personnel. Contractor personnel must submit necessary information to be issued a clearance prior to reporting for performance.

3.0 INSPECTION AND ACCEPTANCE

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

3.1 Acceptance Criteria

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards contained in the Performance Requirements Summary Matrix (Section 6.8.2) and all terms and conditions of this order, including all modifications.

3.2 Contractor Payment Processing

The Contractor is responsible for properly preparing and forwarding to the appropriate Government official, the invoice and receiving report for payment. The Contractor shall invoice in accordance with Section B of the task order. The Contractor shall attach back up information to receiving reports for direct labor and Other Direct Costs (ODCs). Direct labor backup information shall reflect the person's name, job title and quantity of hours worked for each pay period at a minimum. Backup information for ODCs shall list all elements of costs, such as travel breakout backup, including itinerary, dates of travel, name of employees traveling plus per diem costs shall accompany the receiving report. All ODCs exceeding \$3,000 require that the Contractor conduct appropriate competition. When the Wide Area Workflow – Receipt and Acceptance application is able to be used, it is the preferred method of submission. (See paragraph 3.3 or 3.4 below.)

3.3 Invoicing and Receiving Report Instructions – Cost Reimbursement, fixed price and Labor Hour Contracts-

Not applicable for this order.

3.4 Invoicing and Receiving Report Instructions – Fixed Price Contracts

The Contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) for goods and services rendered under this Contract. For fixed price contracts, the WAWF 2 IN 1 format (for services), and the COMBO format (only for supplies or equipment), are the preferred methods of processing electronic invoices and receiving reports within TMA. Back up documentation (such as timesheets, etc.) can be included and attached to WAWF documents as requested by the responsible COR. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

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

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

Prior to submitting the first WAWF-RA electronic form for a given task order, Contractors should first coordinate with the assigned TMA COR.

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

Service Acceptor / Ext. LPO DoDAAC / Ext.

HT0003	FTPCCS	HT0003	FTPCCS
--------	--------	--------	--------

4.0 DELIVERABLES

4.1 Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter.

4.2 Method of Delivery

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

4.3 Shipping

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

4.4 Government Acceptance Period

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

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

4.5 Delivery Schedule Abbreviations

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

Abbreviation	Definition
AM	Acquisition Manager
COR	Contracting Officer's Representative for the Task order
CS	Contract Specialist
DA	Days after
DACA	Days after contract award (award of this order)
DAEOM	Days after the end of the month
Days	Calendar Days unless otherwise specified
DID	Data Item Description
E	Electronic Copy
H	Hard Copy
NLT	Not Later Than
PWS Ref	Performance Work Statement Reference (paragraph number)

4.6 Deliverable / Delivery Schedule

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

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 1	2.2.1	Scientific Literature Review	COR AM	1 1	1 1	NLT 30 DACA	
Deliverable 2	2.2.2	Focus Group Testing	COR AM	1 1	1 1	NLT 120 DACA	
Deliverable 3	2.2.3	Focus Group Evaluation	COR AM	1 1	1 1	NLT 210 DACA	
Deliverable 4	2.2.4	Presentation of Counter-Marketing Education Plan	COR AM	1 1	1 1	NLT 240 DACA	
Deliverable 5	2.2.5	Campaign Roll Out	COR AM	1 1	1 1	NLT 330 DACA	
Deliverable 6	2.2.6	Implementation of Counter-Marketing Education Campaign	COR AM	1 1	1 1	Beginning Option Year 1; Continuing through Option Year 4	
Deliverable 7	2.8	Monthly Progress Report	COR AM	1 1	1 1	NLT 45 DACA	
Deliverable 8	2.9	Subcontractor Expenditures Report	CS AM COR	1 1 1	1 1 1	NLT 90 DACA	NLT 15 th of each month

Item	PWS Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 9	2.10	Contract Work Breakdown Structure	COR AM	0 0	0 0	N/A	Quarterly thereafter. A final submission reflecting all expenditures on this order is due within 5 days of completion of the order.
Deliverable 10	2.11	Integrated Master Schedule	COR AM	0 0	0 0	N/A	N/A
Deliverable 11	2.12	Earned Value Management	COR AM	0 0	0 0	N/A	N/A
Deliverable 13	2.13.a	Transition Plan – Incoming Transition	COR AM	1 1	1 1	DACA	N/A
Deliverable 13	2.13.b	Transition Plan – Outgoing Transition	COR	1	1	90 Days Prior to End of the POP	N/A
Deliverable 14	2.14	Program Management Plan	COR AM	1 1	1 0	NLT 5 DACA	Updated as required
Deliverable 15	2.15	Quality Control Plan	COR	1	1	NLT 30 DACA	Updated as required
Deliverable 16	2.16	Contingency Operations Plan	COR	1	1	NLT 10 DACA	Updated as required
Deliverable 17	2.2.1.5	Data Use Agreements	COR	1	1	NLT 90 DACA	
Deliverable 18		Creative design report on campaign strategy, concept and execution.	COR	1	1	NLT 230 days DACA	Updated as required
Deliverable 19	6.1	Non-Disclosure Agreement	COR AM		1 1	Signed statements are due, from each employee assigned, <i>prior to</i> performing <i>ANY</i> work on this task.	Updated as required
Deliverable 20		Campaign Strategy Report	COR AM	1 1	1 1	Report and briefing to COR	Updated as required

5.0 CONTRACT ADMINISTRATION DATA

5.1 Place of Performance

The Contractor shall perform primary activity at the Contractor’s facility.

5.2 Other Direct Costs (ODCs)

Estimated ODC costs are adjusted at an inflation rate of 2 percent a year from base to option year four.

Base	\$120,000.00
Option Year 1	\$122,400.00
Option Year 2	\$124,848.00
Option Year 3	\$127,344.96
Option Year 4	\$129,891.85

5.2.1 Travel

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with FAR Part 31. Costs for these expenses will be reviewed, certified and approved by the COR. All travel and transportation shall utilize commercial sources and carriers. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with regulations defined in FAR PART 31. Estimated travel is indicated below:

From	To	Round Trip (Y/N)	# of Trips	# of People	# of Days
Contractor’s Facility	Fort Drum, NY	Y	1	3	4
Contractor’s Facility	Fort Bragg, NC	Y	1	3	4
Contractor’s Facility	Fort Polk, LA	Y	1	3	4
Contractor’s Facility	U.S. Installations, Germany	Y	1	3	12
Contractor’s Facility	Fort Campbell, KY	Y	1	3	4
Contractor’s Facility	Fort Lewis, WA	Y	1	3	4
Contractor’s Facility	Fort Hood, TX	Y	1	3	4
Contractor’s Facility	Fort Sill, OK	Y	1	3	4
Contractor’s Facility	Fort Bliss, TX	Y	1	3	4
Contractor’s Facility	Ft Benning, GA	Y	1	3	4

5.2.2 Travel Outside of the U.S.

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

outside the US have to provide proof of insurance for their employees while they are overseas, as per the Defense Base Act (DBA). NB

5.2.3 Other Direct Costs (ODCs)

ODCs shall be billed on a cost reimbursable basis. Costs are defined as the purchase price of materials or service plus General and Administrative charges (G&A) or material and handling charges (M&H).

All ODCs shall be fully supported in compliance with all competition requirements of the FAR PART 19.

All ODCs shall be reported as stated in the Monthly Progress Report Section 2.1.1.

Estimated ODCs are as follows:

Two annual advertising proposal schedules are noted below to reach target populations/markets.

Description	Quantity
Facebook Demographic Targeted Advertisement	365 days at 20 U.S. locations
Web (Google/Military.com) geo-targeted advertising in major U.S. military markets	365 days targeted to eligible populations

6.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

6.1 Non-Disclosure / Non-Use Agreement – Deliverable 17

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

6.2 Information Assurance: Not applicable to this task

6.3 Enterprise Architecture (EA): Not applicable to this task

6.4 Protection of Information

6.4.1 Dissemination of Information/Publishing

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

6.4.2 Contractor Employees

Contractor Identification

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

Attendance at Meetings

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel shall make their Contractor status known during introductions.

Use of Military Rank by Contractor Personnel

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

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

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

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

Health Insurance Portability and Accountability Act (HIPAA)

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

Breach Response

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

The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach

of Personally Identifiable Information,” June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tmaprivacy/breach.cfm>.

Systems of Records

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

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

Privacy Impact Assessment (PIA)

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

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tmaprivacy/downloads/PIADC.121008.pdf>.

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

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at piamail@tma.osd.mil.

Data Use Agreement (DUA) Deliverable – 17

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

Under DoD 6025.18-R, “DoD Health Information Privacy Program,” January 24, 2003, reasonable steps must be taken to implement appropriate procedural, administrative, technical and physical safeguards to prevent the unauthorized use and/or disclosure of any personally identifiable information (PII) or PHI. Likewise, all uses, disclosures, and destruction of PII and PHI data are generally subject to DoD 5400.11-

R, "DoD Privacy Program," May 14, 2007, as well as DoDI 8500.2, "Information Assurance (IA) Implementation," Feb. 6, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007.

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

Privacy Act and HIPAA Training

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

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

Records Management

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

Freedom of Information Act (FOIA) Office

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

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

6.4.4 Protection of Human Subjects and Adherence to Ethical Standards in Department of Defense (DoD)-Supported Research

Not applicable for this Task

6.4.5 Business Associates:

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

Introduction

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

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

Individual has the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

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

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

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

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

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

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

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

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

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tmaprivacy/breach.cfm>

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

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

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

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

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

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

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

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

(n) The Contractor shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions

Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or

disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Clause, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

Obligations of the Government

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

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

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

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

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

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

(b) Effect of Termination.

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

records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

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

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

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

6.4.6 Public Key Infrastructure Authentication and Encryption.

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

6.5 Access Requirements

6.5.1 Contractor access to HA/TMA Network/DoD Systems:

Not applicable for this task - All work is performed offsite and outside of the HA/TMA network. Website development and hosting will be deployed by the vendor. C&CS will not be providing workspace or network access. Submission of reports will be email, hardcopy and/or onsite at TMA/C&CS.

6.5.2 Contractor access to classified information:

Not Applicable for this task

6.5.3 Contractor access to Planning Programming, Budgeting, and Execution (PPBE) Documents and Data:

Not Applicable for this task

6.6 Development:

Not applicable for this task

6.7 Data Rights

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

6.8 Quality Assurance

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

6.8.1 Quality Assurance Surveillance Plan (QASP)

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

6.8.2 Performance Requirements Summary Matrix

By monitoring the Contractor, the COR will determine whether the performance levels set forth in the order have been attained. Performance standards are specified in the following Performance Requirements Summary Matrix in the Standard and Acceptable Quality Level columns.

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
1. Marketing Materials 2.2.6	Meet PM's requirement with no changes to the message or artwork	On time submission and PM's acceptance on first submission.	95% acceptance on first submission and 100% on second submission.	PM's observation and written or oral complaints to the COR.	Exercise of Option Period and past performance recommendation
2. Web Traffic 2.4	Increased unique visitors to the campaign Web sites	Previous year's traffic report.	Statistically significant 15% increase in unique visitors (year over year).	Monthly Web traffic reports.	Exercise of Option Period and past performance recommendation
3. Counter-marketing campaigns 2.2.6	National competitive awards	National award recognition.	Place at least in top 25% of competitive category for at least one award.	PM's observation.	Exercise of Option Period and past performance recommendation

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
4. Rx Drug Misuse/Abuse Counter-marketing 2.5	Reduction of Rx Drug Misuse/Abuse rates in the eligible populations, specifically in active duty service members	Most recent survey results.	Statistically significant reduction in rates, 5% Option Year One and 7% or greater in Option Years Two-Four compared with last survey.	SOF and HRB Surveys	Exercise of Option Period and past performance recommendation

6.8.3 Performance Evaluation Process

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

6.9 Government Furnished Equipment (GFE)/ Information (GFI)/Property (GFP):

The Contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment/Material or Contractor-Acquired-Government Owned Property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The Contractor shall either: a) attach an update inventory report to each Monthly Progress Report, or b) certify that the inventory has been updated and is available for Government review. In either case the Contractor's inventory listing must be available for Government review within one business day of COR request.

6.10 Section 508 Requirement

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

6.11 Other Special Considerations

None

7.0 APPLICABLE DOCUMENTS AND DEFINITIONS

7.1 Compliance Documents

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

Not applicable

7.2 Reference Documents

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

Not applicable