

**PART I - THE SCHEDULE
SECTION A - SOLICITATION FORM**

Request for Proposal
No. AHRQ-00-0004

Date Issued: April 14, 2000
Date Due: May 26, 2000

Ladies and Gentlemen:

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-00-0004, entitled "Maintain and Expand the Healthcare Cost and Utilization Project (HCUP)." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement type, five (5) year contract is contemplated.

NOTICE OF SMALL BUSINESS GOALS: All offerors (other than small businesses) must submit a complete subcontracting plan with their initial proposal. The AHRQ recommended goal (as a percentage of total contract value) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total contract value) for **Women-Owned Small Businesses**, and at least **1.5%** (as a percentage of total contract value) for **Hubzone Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small businesses at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The approved plan will be included in any resultant contract.

Offerors shall submit an original plus ten (10) copies of **each** of the following:

- A. Technical Proposal (See Section L.9)
- B. Past Performance Information (See Section L.10)
- C. Small Disadvantaged Business Participation Plan (See Section L.11)
- D. Business Proposal (See Section L.12)

Your technical proposal must be concisely written and should be limited to **250 typewritten pages** (double-spaced), not including resumes or bibliographies (See Section L.9 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

Your proposal must provide the full name of your company, the address, including county, Tax Identification Number (TIN), DUN and Bradstreet No., and if different, the address to which payment should be mailed.

YOUR ATTENTION IS CALLED TO THE LATE PROPOSAL PROVISIONS PROVIDED IN SECTION L.3 OF THIS RFP. YOUR ATTENTION IS ALSO DIRECTED TO THE

TECHNICAL PROPOSAL INSTRUCTIONS PROVIDED IN SECTION L.9 OF THE SOLICITATION.

Questions regarding this solicitation shall be received in this office no later than **April 28** (See Section L.6). Your questions should be submitted to the attention of Darryl Grant, Contracting Officer, Agency for Healthcare Research and Quality, Suite 601, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-00-0004."

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **3:00 p.m.**, local prevailing time, on **May 26, 2000**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality
Division of Contracts Management
Attn: Darryl Grant
2101 E. Jefferson Street, Suite 601
Rockville, Maryland 20852

Hand carried proposals may be dropped off at the above location. The Division of Contracts Management offices are located in Suite 601 in the East Wing of the 6th Floor.

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

Requests for any information concerning this RFP should be referred to Mr. Darryl Grant, (301) 594-7189.

Sincerely,

Darryl Grant
Contracting Officer, Division of Contracts
Management
Agency for Healthcare Research and Quality

TABLE OF CONTENTS

<u>PART I - THE SCHEDULE</u>	<u>Pages</u>
Section A - Solicitation/Contract Form	1-2
Section B - Supplies or Services and Prices/Costs	4-5
Section C - Description/Specification/Work Statement	6-56
Section D - Packaging, Marking and Shipping	57
Section E - Inspection and Acceptance	58
Section F - Deliveries or Performance	59-67
Section G - Contract Administration Data	68-70
Section H - Special Contract Requirements	71-76
<u>PART II - CONTRACT CLAUSES</u>	
Section I - Contract Clauses	77-80
<u>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</u>	
Section J - List of Attachments	81
<u>PART IV - REPRESENTATIONS AND CERTIFICATIONS</u>	
Section K - Representations and Certifications	82-98
Section L - Instructions, Conditions, and Notices to Offerors	99-120
Section M - Evaluation Factors for Award	121-124

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

“Maintain and Expand the Healthcare Cost and Utilization Project (HCUP).” See Section C for a complete description.

B.2 ESTIMATED COST AND FIXED FEE

- a. The estimated cost (exclusive of fixed fee) of this five (5) year contract is \$_____.
- b. The fixed fee for this contract is \$_____. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the Clauses ALLOWABLE COST AND PAYMENT and FIXED FEE incorporated herein.
- c. The Government’s obligation, represented by the sum of the estimated cost plus fixed fee, is \$_____. The following is the total estimated cost plus fixed fee broken down by year:

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Year 4	\$ _____	\$ _____	\$ _____
Year 5	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

- d. Total funds currently available for payment and allotted to this contract are \$_____ of which \$_____ represents the estimated costs, and \$_____ represents the fixed fee.
- e. It is estimated that the amount currently allotted will cover performance of the contract through _____.
- f. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor. For further provisions on funding, see the Limitation of Funds and the Allowable Cost and Payment (and Fixed Fee) clauses incorporated into the contract.

B.3 PROVISIONS APPLICABLE TO DIRECT COSTS

- a. Items Unallowable Unless Otherwise Provided

Notwithstanding the clauses, ALLOWABLE COST AND PAYMENT, and FIXED FEE, incorporated into this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;
- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract
- (10) Consultant fees in excess of \$800/day; and
- (11) ADP hardware or software.

- b. This contract is subject to the provisions of Public Law (P.L.) 99-234 which amends the Office of Federal Procurement Policy Act to provide that contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for Federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

C.1	BACKGROUND INFORMATION	12
C.1.1	HCUP Data Files	14
C.1.2	HCUP Partners	14
C.2	OBJECTIVE	14
C.3	SPECIFIC REQUIREMENTS	14
C.3.1	Develop and Implement a Transition Plan	15
C.3.2	Receive HCUP Materials	16
C.3.3	Provide Quality Assurances	16
C.3.3.1	Ensure Y2K Compliance	16
C.3.3.2	Provide Quality Assurance	16
C.3.3.3	Support Efficient and Secure Computing Operations	17
C.4	PROCESS STATE INPATIENT DATA	17
C.4.1	Acquire Data	17
C.4.1.1	Recruit and Retain Qualified Data Sources	17
C.4.1.2	Obtain Data from State	20
C.4.1.3	Examine State Data	20
C.4.2	Create State Inpatient Databases	20
C.4.2.1	Create the SID	21
C.4.2.1.1	Check validity and consistency of diagnoses and procedures	21
C.4.2.1.2	Apply Clinical Classification Software (CCS) and Diagnosis Related Groups (DRG) Grouper Software	21
C.4.2.1.3	Ensure uniformity in the coding of variables across states	21
C.4.2.1.4	Create data files	22
C.4.2.1.5	Copy data for delivery for AHRQ	22
C.4.2.2	Document the SID	22
C.4.2.3	Copy and Provide SID Files for Return to States	22
C.4.2.4	Copies of Data Processing Programs	22
C.4.3	Prepare 1998 SID	22
C.5	NATIONWIDE INPATIENT SAMPLE	23
C.5.1	Create the NIS	23
C.5.1.1	Identify Community Hospital Facilities	23
C.5.1.2	Develop a Sampling and Weighting Strategy	23
C.5.1.3	Construct the NIS Sampling Frame	23
C.5.1.4	Create NIS Inpatient Files	24
C.5.1.5	Create ZIP Code Link to HCUP Patient ZIP Code	24
C.5.1.6	Create NIS Weights File	24
C.5.2	Document the NIS	24
C.5.3	Copy NIS Data for Delivery to AHRQ	26
C.5.4	Copies of Data Processing Programs	26
C.5.5	Prepare 1998 NIS	26
C.6	PROCESS STATE AMBULATORY SURGERY DATABASES	26

C.6.1	Acquire Data	26
C.6.1.1	Recruit Qualified Data Sources	26
C.6.1.2	Obtain Data from the State	26
C.6.1.3	Examine State Data	26
C.6.2	Create State Ambulatory Surgery Databases (SASD)	26
C.6.2.1	Create the SASD	27
C.6.2.2	Document the SASD	27
C.6.2.3	Copy and Provide SASD Files	27
C.6.2.4	Provide Copies of Data Processing Programs	27
C.6.3	Create Nationwide Ambulatory Surgery Sample (NASS)	27
C.6.3.1	Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals	27
C.6.3.2	Construct the NASS sampling frame	27
C.6.3.3	Create the NASS files	27
C.6.3.4	Document the NASS	28
C.6.3.5	Copy and provide data to AHRQ	28
C.6.3.6	Copies of data processing programs	28
C.6.4	Prepare 1998 SASD	28
C.7	PROCESS EMERGENCY DEPARTMENT (ED) DATABASES OF THE SOD	28
C.7.1	Acquire Data	28
C.7.1.1	Recruit Qualified Data Sources	28
C.7.1.2	Obtain Data from the States	28
C.7.1.3	Examine State Data	28
C.7.2	Create ED Databases	29
C.7.2.1	Create the ED Database Component of the SOD	29
C.7.2.2	Document the ED Database Component of the SOD	29
C.7.2.3	Copy and Provide ED Return Files	29
C.7.2.4	Copies of Data Processing Programs	29
C.7.2.5	Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals	29
C.7.3	Prepare 1999 ED Data	29
C.8	PROCESS AND DEVELOP AMBULATORY CARE / OFFICE / CLINIC VISIT DATABASES OF THE SOD	29
C.8.1	Evaluate the Feasibility of Creating an Ambulatory Care Database	29
C.8.2	Acquire Data	29
C.8.2.1	Recruit Qualified Data Sources	30
C.8.2.2	Obtain Data from the State	30
C.8.2.3	Examine State Data	30
C.8.3	Create Ambulatory Care Databases	30
C.8.3.1	Create Pilot Phase Ambulatory Care Database Component of the SOD	30
C.8.3.2	Document the State Ambulatory Care Database Component of the SOD	30
C.8.3.3	Copy and Provide Ambulatory Care Return Files to States	30
C.8.3.4	Copies of Data Processing Programs to AHRQ	30
C.8.3.5	Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals	30
C.9	CONSTRUCTION AND MANAGEMENT OF DATA FILES	31
C.9.1	Construct Files	31
C.9.2	Review Data to Identify Potential Problems	31

C.9.3	Data File Maintenance	31
C.10	THE AMERICAN HOSPITAL ASSOCIATION ANNUAL SURVEY	32
C.10.1	Create the HCUP AHA Annual Survey File	32
C.10.1.1	Annually Acquire the Most Recent Annual Survey File from the AHA	32
C.10.1.2	Create Crosswalk Files	32
C.10.1.3	Check for Changes in Variable Definitions	32
C.10.1.4	Compare AHA Data with State Data	33
C.10.1.5	Create Hospital Merger and Closing File	33
C.10.2	Document the AHA files	33
C.10.2.1	Document AHA Annual Survey Changes	33
C.10.2.2	Document Variables	33
C.10.3	Create HCUP AHA Component for 1998 Data	33
C.11	DOCUMENTATION SYSTEM	33
C.11.1	Create an Electronic Documentation System	34
C.11.2	Generate Documentation to Accompany HCUP Components	35
C.11.3	Archive All Hard Copies of Documents Relevant to State Recruitment Activities	35
C.11.4	Develop a Back-up System for the Documentation System	35
C.11.5	Develop a System for Documentation of Software	35
C.12	SUMMARY STATISTICS AND SPECIAL ANALYSES	36
C.12.1	Develop Summary Statistics	36
C.12.2	Develop a Report Comparing the HCUP NIS to Other National Databases	36
C.12.3	Inventory State Health Care Data Systems	36
C.13	HCUP CENTRAL DISTRIBUTOR	36
C.13.1	Create Restricted Access Public Release SID	37
C.13.1.1	Complete MOA	37
C.13.1.2	Prepare Restricted Access Public Release SID Files	37
C.13.1.3	Prepare Documentation	38
C.13.1.4	Create Restricted Access Public Release AS	38
C.13.2	Customized SID Files	38
C.13.2.1	Gain State Participation for Customized Files	38
C.13.2.2	“Stand ready” to Customize Files	39
C.13.2.3	Prepare Files and Documentation for Customized Files	39
C.13.3	Staff and Maintain Electronic Tracking and Distribution System	39
C.13.3.1	Staff Electronic Tracking and Distribution System	39
C.13.3.2	Update Application Kit	39
C.13.3.3	Maintain Electronic Tracking and Distribution System	40
C.13.4	Operate Tracking and Distribution System	40
C.13.4.1	General Activities	40
C.13.4.2	Periodic Reports	40
C.13.4.2.1	Produce and provide monthly reports	40
C.13.4.2.2	Update and customize report formats	40
C.13.4.3	Transition to Operating the Tracking System	41
C.13.5	Dissemination Workgroup	41
C.13.6	Sensitive Variables File and Documentation	41
C.13.7	Create Restricted Access Public Release SID for Previous Data Years	41
C.13.8	Evaluate and Refine Tracking and Reporting System	42

C.14	CREATE SPECIALIZED DATABASES	42
C.14.1	Develop the Sampling Strategy and Sampling Frame	42
C.14.2	Extract the Data from the SID	42
C.14.3	Merge the Data	42
C.14.4	Create the Files	42
C.14.5	Create Weights	43
C.14.6	Document the Databases	43
C.14.7	Evaluate the Databases	43
C.14.8	Obtain Agreement from States for Release of New Databases	43
C.14.9	Prepare the Databases for Dissemination	43
C.14.10	Deliver the Specialized Databases	44
C.14.11	Disseminate Databases	44
C.14.12	Task Description Example	44
C.15	ACTIVITIES FOR SUBSEQUENT YEARS	45
C.15.1	Perform Yearly Updates to Data Processing Steps	45
C.15.1.1	Obtain International Classification of Diseases (ICD-9-CM) Codes Yearly	45
C.15.1.2	Update the HCUP Diagnosis and Procedure Programs	45
C.15.1.3	Purchase Grouper Software	45
C.15.1.4	Evaluate and Apply Severity Adjustment Software	45
C.15.1.5	Purchase Severity Adjustment Software	46
C.15.1.6	Add, Delete, or Modify Data Elements	46
C.15.2	Continue Other Annual Activities	46
C.15.2.1	Develop an Annual HCUP Activities Report	46
C.15.2.2	Recruit and Retain Qualified Data Settings and Sites	46
C.15.2.3	Prepare SID and Specialized Databases	46
C.15.2.4	Annually Prepare NIS Databases	46
C.15.2.5	Prepare all SOD Databases	47
C.15.2.6	Update Documentation for Each Subsequent Year of Data Collection	47
C.15.2.7	Participate in the Annual HCUP Partners Meeting	47
C.15.2.8	Maintain an Inventory of Data Available from HCUP Partners	47
C.15.3	Conduct Periodic Activities	47
C.15.3.1	Develop Specialized Databases	47
C.15.3.2	Complete Update of Inventory of Data Available from All States	47
C.15.4	Pursue Activities as Needed	47
C.15.4.1	Revise Standard Core Database for HIPAA Standards	48
C.15.4.2	Expand State-Specific Data Files to Accommodate New Data Elements	48
C.15.4.3	“Value-added” Data Elements	48
C.15.4.4	Monitor and Implement Technological Changes and Processing Improvements	48
C.15.4.4.1	Documentation system	48
C.15.4.4.2	Processing stream	48
C.15.4.4.3	Other technological innovations	48
C.16	CONFIDENTIALITY AND SECURITY PROTECTIONS	49
C.16.1	Become Familiar with all HCUP Confidentiality Provisions	49
C.16.2	Develop and Deliver a Security Document	49
C.16.2.1	Securing Source Data	49
C.16.2.2	Securing Data During Processing	49
C.16.2.3	Securing Data for Delivery	49
C.16.3	Evaluate Mechanisms to Ensure Privacy and Confidentiality of HCUP Data	50

C.16.4	Develop Capacity to De-identify Data While Maintaining Linkages Across Databases .	50
C.17	PROVIDE TECHNICAL SUPPORT	50
C.17.1	Provide Assistance in Access and Use of Data	50
C.17.2	Answer Questions about the Documentation System	50
C.17.3	Provide Assistance to Outside Users	51
C.17.4	Attend Professional Meetings	51
C.17.5	Investigate Potential Problems or Errors in Data Processing	51
C.18	PROJECT MANAGEMENT	51
C.18.1	Management and Planning of Project Tasks	51
C.18.2	Meetings and Conference Calls	51
C.18.2.1	Prepare, Arrange, and Attend an Orientation Meeting	51
C.18.2.2	Participate in Conference Calls with the Project Officer	52
C.18.2.3	Participate in Other Communications with the Project Officer	52
C.18.3	Prepare an Annual Project Management Plan	52
C.18.4	Progress and Final Reports	52
C.18.5	Project Close-out	53
C.19	DEFINITIONS	54

C.1 BACKGROUND INFORMATION

The goal for this contract is to maintain and expand a multi-state health care data system for health services research, health policy analysis, and quality measurement and improvement. The mission of the Agency for Healthcare Research and Quality (AHRQ) (formerly known as the Agency for Health Care Policy and Research (AHCPR)) is to support, conduct, and disseminate research that improves access to care and the outcomes, quality, cost, and utilization of health care services. The research sponsored and conducted by the Agency provides information that enables better decisions about health care. AHRQ was created specifically to respond to the nation's need for knowledge about the health care system, and within the scope of its mission, the Center for Organization and Delivery Studies (CODS) maintains the Healthcare Cost and Utilization Project (HCUP).

HCUP encompasses a family of administrative, longitudinal databases and related software tools and products that are developed by AHRQ in a Federal–State–Industry partnership. HCUP brings together the data collection efforts of state data organizations, hospital associations, private data organizations, and the federal government to create a national information resource of patient-level health care data. The participation of state partners is essential for success of the HCUP project and is based on cooperative, detailed agreements made between AHRQ and each state Partner. There are 22 states that currently participate as HCUP Partners. The HCUP Partners are the data organizations in participating states that were selected for geographic diversity, population concentration, representation of important population subgroups, timely availability of data, and willingness to release data for research purposes.

Most states now have programs in place to collect discharge abstracts describing all hospitalizations within the state. Increasing numbers of states are expanding their data collection efforts into the areas of outpatient care such as emergency room, ambulatory surgery, and clinic settings. HCUP was originally designed to provide information necessary to conduct a broad range of research and analysis focusing on hospitals and their patients. Initial HCUP efforts (referred to as HCUP–1 and HCUP-2) spanned the data years 1970 to 1987. Information collected on data years 1988 to the present were initially referred to as HCUP-3, but now bear the name of HCUP.

Two HCUP databases are available for restricted access public release for health services research. As of Winter 1999/2000, the databases will provide ten years of data from 1988 to 1997. Four other specialized HCUP databases are in the developmental/pilot phase. The HCUP databases currently released are the State Inpatient Databases (SID), and the Nationwide Inpatient Sample (NIS).

The SID contain the universe of the inpatient discharge abstracts in participating states, translated into a uniform format to facilitate multi-state comparisons. These inpatient data include patient-level clinical and resource-use information found in a typical discharge abstract. Data are collected from each state Partner, processed in a uniform format, then returned to the respective sources in the HCUP uniform format. The resulting SID data files contain a core set of clinical and non-clinical information on all patients, regardless of payer, including persons covered by Medicare, Medicaid, private

insurance, and the uninsured. In addition to the core set of uniform data elements common to all SID, some include other sensitive data elements and/or state-specific variables, such as the time of onset for each diagnosis (before or during admission) and patient identifiers (encrypted). Strict policies and procedures are in place to protect privacy and confidentiality.

The SID are well suited for research that requires complete enumeration of hospitals and discharges within market areas or states, that investigates questions unique to a state, or that requires data from two or more states. The databases also provide researchers access to data elements that may be examined over time. In the past, distribution of SID data was up to the individual states, but starting in 1999, central distribution for the SID became available under AHRQ sponsorship after completion of a Data Use Agreement (DUA). Currently the SID contain about 60 percent of all U.S. community hospital discharges. Some states include discharges from specialty facilities, such as acute psychiatric hospitals.

The NIS approximates a stratified probability sample of 20 percent of U.S. hospitals and is extracted from the SID. The 1997 NIS contains approximately 7 million discharge records per year from approximately 1,000 hospitals. The variables contained in the NIS are created with safeguards to protect the privacy of individuals. The NIS data are available for purchase after completion of a DUA. The NIS data have been used to study quality of care, variations in medical practice, diffusion of medical technologies, cost effectiveness of alternative medical treatments, aspects of hospital financial distress, and treatments, cost and financing for specific groups of patients defined by disease, payer, gender, race, or geographic region.

Both the SID and the NIS may be directly linked to hospital-level data from the American Hospital Association (AHA) Annual Survey of Hospitals, and county-level data from the Bureau of Health Professions' Area Resource File (ARF). Restricted access public release of the HCUP databases occurs only after a signed DUA is received. The DUA outlines strict confidentiality rules regarding attempted identification of any individual, disclosure of the identify of any institution, or reporting information that might be used to identify establishments.

The HCUP State Outpatient Databases (SOD) component consists of state data from assorted outpatient settings. SOD components currently consist of ambulatory surgery and emergency department data. Ambulatory care/office/clinic visit data may also be included in future years. Up to now, the SOD were pilot research databases restricted to AHRQ researchers. AHRQ plans to begin producing restricted access public databases from the SOD components similar to the NIS and SID, corresponding with production of the 1999 data year. There are currently nine states that provide hospital-based ambulatory surgery data and one state that provides emergency department data to the HCUP project. A few of these states also collect and provide discharge records from free-standing ambulatory surgery centers.

C.1.1 HCUP Data Files

The HCUP data files are currently constructed as follows. The SID and SOD currently consist of Core, Supplemental and Data Development Files for each state. The Core Files consist of variables that, for the most part, are generally available from all states and which most states agree to re-release. These variables include patient

demographics, clinical information, admission type/source, admission/discharge status, charge information, and linkage variables. The Supplemental Files consist of a detailed series of edit checks, detailed charge information (for those states that provide it), state specific elements such as physician specialty, birth weight, diagnoses present at admission, and encrypted patient identifiers. The Data Development Files contain the most sensitive patient information, such as unencrypted dates of birth, dates of admission, discharge and procedure dates, and patient and physician identifiers.

The NIS includes discharge level files and a hospital level file. The discharge level file contains such information as: patient demographics, clinical information, admission/discharge status and charge information. The hospital level file contains sampling stratum, characteristics of the hospitals and weights for producing national, regional and state estimates.

C.1.2 HCUP Partners

The HCUP Partners for 1997 are: Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Illinois, Iowa, Kansas, Maryland, Massachusetts, Missouri, New Jersey, New York, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Washington, and Wisconsin. It is expected that all 22 state Partners will continue to participate in the project. Data are obtained from three primary sources within States: 1) state-funded data organizations (SDO) that are mandated by law to collect data; 2) hospital associations or physician-based groups that have voluntarily joined together to collect data; and 3) private data organizations (PDO). Each entity has its own procedures and policies for releasing the discharge data. Data elements released to HCUP and made available for re-release vary from state to state.

C.2 OBJECTIVE

The objectives for this contract are to: 1) obtain encounter-level data from statewide information sources, 2) maintain and expand a uniform, multi-state health care database for health services research and health policy analysis, and 3) make these data available to a broad set of public and private users. This contract will extend the capabilities of the HCUP national data system to assist researchers and decision-makers at the national, state, and community levels by expanding HCUP to include more states and more settings of care, and to develop tools to make better use of administrative data.

C.3 SPECIFIC REQUIREMENTS

The contractor will furnish the necessary personnel, materials, services, and facilities, and otherwise do everything necessary for or incident to the performance of the work described below.

The work will be conducted over a five year period, in five one-year phases. It is anticipated that during the first year, the demands for data production and timeliness will be the greatest and require multi-tasking to minimize the lag time between data availability from the source to data dissemination. In the first year, the contractor will establish and build the infrastructure to simultaneously obtain, process, document, and deliver multiple databases of varying structures, including 1998 inpatient data from 22 states and 1999 inpatient data from 26 states, a 1998 and 1999 NIS, 1998 ambulatory surgery data from 9 states and 1999 ambulatory surgery data from 13 states, 1999

emergency department data from five states, and begin the process of preparing data from the year 2000. In subsequent years, the number of databases from multiple settings is expected to increase and specialized databases will be created as well. Details on all tasks and activities are described below. Priority will be given to creating the 1999 databases; however it is anticipated that some efficiencies will be gained if both 1998 and 1999 data years are handled in tandem. Generally, a major priority of this contract will be to decrease the lag time of data availability. The tasks described below are to be conducted on an annual basis unless otherwise noted. For example, creation of the SID, NIS, SASD, and operation of the Central Distributor are to take place in each project year, for each data year.

The format for data delivered to AHRQ should be in SAS, and for restricted access public release in ASCII. It is possible that future years of this contract will require other formats and/or media based on emerging or existing technologies, for example, data might be received through Internet transfer to a central AHRQ data warehouse. All reports, memos, and documentation will be delivered electronically and with three hard copies.

Specific tasks to be performed by the contractor are described below.

C.3.1 Develop and Implement a Transition Plan

Develop and implement a transition plan for transferring HCUP data and activities from the previous contractor within 60 days of the effective date of this contract (edoc¹).

The AHRQ Project Officer will provide the contractor with a compilation of HCUP data files, documentation, and software developed under the previous contractor. These materials will be available immediately upon award, however, it is anticipated that there will be a 60 day overlap period with the previous contract to facilitate the transfer of HCUP data and respond to technical questions. The new contractor will develop a draft plan for transferring HCUP data and activities within two weeks of the edoc. A final plan, subject to Project Officer review and approval, will be developed within four weeks of edoc that identifies all activities, data files, software, and documentation that must be transferred. The final plan should also describe the methods to be used to ensure their complete transfer within 60 days of edoc.

The plan will provide for an inventory of all data files, software, and documentation; security arrangements for ensuring the confidentiality of data; and adequate staffing of ongoing tasks. It will also provide for the following:

- the assignment of specific staff to each task that is to be transferred,
- the physical transfer and storage of data files, data tapes, software, and all relevant documentation,
- the implementation of the cataloging and file maintenance system developed in section C.9.3,
- the implementation of appropriate accounting and security systems.

¹The term "edoc " is used in this document to refer to effective date of contract, hereafter referred to as effective date. Also used is the term "EDOC*" which refers to the project name given to the Electronic DOCumentation system developed under HCUP. When referring to the documentation system here we have added an asterisk to EDOC* to avoid confusion.

C.3.2 Receive HCUP Materials

The contractor will make arrangements to receive materials from the previous contractor and AHRQ staff while ensuring the security of the data and documentation within two months of edoc. Materials will include hard copy files and electronic files. The contractor will maintain HCUP historical files to document the project. Files for previous data years (1988-1995) at the NIH Computer Center will need to be accessed occasionally under this contract. The files will remain at NIH; however, the contractor will receive a listing of these files from the Project Officer and information about how to access them.

C.3.3 Provide Quality Assurances

C.3.3.1 Ensure Y2K Compliance

Since HCUP data years begin with the 1998 data, the contractor will ensure Y2K compliance of all data files and software. The contractor will document all efforts associated with ensuring Y2K compliance, including any necessary data processing, software modifications, testing and validation.

C.3.3.2 Provide Quality Assurance

The contractor will develop, test, document and maintain all software, databases and files required under this contract using industry standards and methods as identified by the Carnegie Mellon Software Engineering Institute (SEI) Capability Maturity Model (CMM). It is strongly recommended that the contractor establish and adhere to a high level of software development, testing, documentation and quality control standards and procedures, in accordance with the SEI / CMM. Also, the contractor will use a software configuration management system, approved by the Project Officer, and highly recommended to be the Merant's PVCS system (or equivalent), to control, document and time-stamp all software configuration changes, and to perform software check-in/out, version control, software requirements tracking, and other software life cycle management procedures. The contractor will also use a software testing and quality assurance product approved by the Project Officer to test and document all databases, and other needed software. The contractor will prepare and maintain updated electronic documentation data base of all software plans, data flows, system architectures, coding, test plans and test results reports and deliver electronic copies of all updated software documentation, testing and other related software documentation and materials to the Project Officer as part of the monthly progress reports.

C.3.3.3 Support Efficient and Secure Computing Operations

The contractor will provide and utilize software workflow, document management, and other collaboration tools and products to support efficient operations of functions, processes and tasks performed under this contract. Also, the contractor will provide system administration and other database monitoring, tuning and administration software to support efficient and high quality operations of the data processing and data tasks under this contract. The contractor will deliver documentation of the proposed procedures and tools to be used for these functions and review the proposal with the Project Officer for concurrence.

Also, the contractor will deliver documentation of all proposed hardware, software, security, backup / recovery, networking and other Information Technology (IT) infrastructure components and solutions needed to support all HCUP contractual efforts and will obtain approval of the proposed solutions from the Project Officer.

C.4 PROCESS STATE INPATIENT DATA

Transform state level inpatient data into a uniform HCUP format to create the HCUP SID.

C.4.1 Acquire Data

C.4.1.1 Recruit and Retain Qualified Data Sources

Maintain partnerships with the current state-level organizations that collect all-hospital, all-payer inpatient data for a state. Historically, all HCUP Partner states have remained active in the project in following years. Retention efforts range from renewal of application letters to appearing before data review committees for one Partner state. Identify new state-level organizations for potential recruitment. Review the organization's data dictionary for all current data elements, with special attention to new variables that would strengthen the HCUP research databases (e.g., data link variables, clinical variables, demographic variables). Of particular importance is capturing linking variables to facilitate the linking of observations across settings, and time that would allow such areas of inquiry as creation of episodes of illness and assessing re-admissions to the hospital. Inform the Project Officer by memo of modified or newly available variables and coding to determine Agency interest prior to negotiation with data organizations.

Recruitment of four new states for 1999 data will have already begun under the previous contract and should be close to completion for the collection of inpatient data. Agreements to participate for the new states are expected to have already been secured, examination of data dictionaries completed, and data requests already initiated. Remaining activities might include completion of forms or applications, finalizing purchase arrangements and verifying new data files. Additional recruitment of new data from other settings for data year 1999 (i.e. four ambulatory surgery and four emergency department data sets) will still need to be conducted. The Project Officer will provide guidance to the contractor with respect to which states and which settings should be pursued.

Table 1 summarizes the anticipated data activity for each year of the contract. It should be noted, however, that the availability of databases is dependent on state data organizations and the assumed level of data activity is subject to change. In contract year one, it is anticipated that data for 1998 and 1999 will be obtained simultaneously. We will have begun recruitment for all 22 states for 1998 and all 26 states for 1999. We expect that for 1998 data, all recruitment activities will be complete (i.e., forms and applications completed, recruitment letters signed, etc.), data will have been purchased, obtained and verified. Recruitment will have also begun for data year 1999, however, we expect that recruitment will be completed only for the 4 new states and one-half of continuing states (11). The other half of the continuing states (11) will require additional work to complete the recruitment. We also anticipate that of the 44 data sets for 1999, 16 will have been purchased, obtained and verified under the previous contract and the remaining 28 will still need to be completed. Agreements will have been signed with the

participating partners to allow transfer from the previous contractor to the new contractor. In the following years of the contract, it is possible that data will be collected for a single year at a time. Data recruitment and some processing for data year 2000 will also begin in the first project year.

TABLE 1 HCUP Data Activities Total number of databases anticipated by type and year of contract							
Contract Year	Data Year	Inpatient Databases (States)	Outpatient Databases				Total Databases
			AS	ED	OP	Total	
1	1998*	22	9	1	0	10	32
	1999	26	13	5	0	18	44
2	2000	31	15	9	1	25	56
3	2001	35	17	11	1	29	64
4	2002	37	17	12	2	31	68
5	2003	39	18	13	3	34	73
AS = ambulatory surgery ED = emergency department OP = outpatient visits * For 1998 data the number of states and databases remains the same as 1997.							

Current costs to purchase data average \$4,500 per data year, for each data setting (inpatient, ambulatory surgery, emergency department). Purchase price of 1997 data ranged from \$0 to \$10,000 per data year.

The priority for data processing will be 1999 data with a goal of completing data processing for all 1999 inpatient databases and delivery of the 1999 NIS by 10 months following the effective date. 1998 data processing is a secondary priority and will be completed as soon as possible during contract years one and two, without causing delay in 1999 or 2000 data. Alternatively, 1998 data processing can be conducted in tandem with 1999 data if it will not result in a delay of the 1999 databases.

Data for any particular calendar year generally becomes available for purchase from the state data organizations throughout the following calendar year. Data availability ranges from 3 - 12 months past the end of the desired calendar year. For example, data from the 1999 calendar year is currently projected to be available for purchase from approximately half of the states by June 2000, from one-quarter of the states by September 2000, and from the remaining quarter of the states by December 2000.

Table 2 below illustrates target deadlines for completing the major HCUP databases based on current projections of data availability. In the second year of the project, it is expected that delays in processing should be diminished after the first year, start-up activities are accomplished. In later project years, time frames for producing the HCUP databases would be expected to improve should the timing of data availability be improved. Offerors are provided with these timelines as a guide to designing their technical approach.

TABLE 2 Projected Completion Dates For HCUP Databases							
Data Year	SID	NIS	CD SID	ED	SASD	NASS	AMBUL. CARE
1998	tbd	tbd	tbd	tbd	tbd	tbd	n/a
1999	3/1/01	7/1/01	3/15/01	5/1/01	6/1/01	10/1/01	n/a
2000	3/1/02	6/1/02	3/15/02	5/1/02	4/1/02	tbd	tbd
2001	3/1/03	6/1/03	3/15/03	5/1/03	4/1/03	tbd	tbd
2002	3/1/04	6/1/04	3/15/04	5/1/04	4/1/04	tbd	tbd
2003	3/1/05	6/1/05	3/15/05	5/1/05	4/1/05	tbd	tbd

The contractor will negotiate (including which data elements will be provided) with data organization officials and document participation in the HCUP database. Recruitment should ensure continued availability of data through the completion of the project. Document interactions to facilitate follow-up with data organization staff in subsequent years. Revise the existing master Memorandum of Agreement (MOA) to reflect the new contract period and recruitment activities. Provide a draft for Project Officer review within one month after effective date. Prepare final master MOA within two months of effective date, following comments from the Project Officer. (See Section 16.1 regarding confidentiality provisions for the MOA.) Complete a state-specific MOA for each data source for at least two, but no more than six data years. Within one week of final Project Officer approval, send state-specific MOAs to all state Partners. Complete a signed MOA and list of variables authorized for AHRQ and for restricted access public release for each data year from each state Partner. A completed MOA is comprised of several documents, including a list of data elements requested and those data elements denied to the HCUP project. Provide copies of signed MOAs to state Partners and to the Project Officer within one week of receipt. If signed MOAs are not received within two months of being sent, send documentation (e.g., phone logs) of the contractor's effort to solicit response from the respective data organization. Acquire signed documentation of each state's data elements to be provided and those to be denied for each data year.

C.4.1.2 Obtain Data from States

Complete all necessary state application forms and procedures. Some state procedures are relatively standard and may only require the exchange of state-specific correspondence. Other states may require that their own application form be completed, the submission of a project workplan, or an in-person appearance before review

committee to present the proposal for participation. Presently, one state requires in-person appearances, and it can be expected that approximately three additional visits will be required for recruiting new states each year. One state also requires the development of an annual workplan describing project activities, future plans, active research project abstracts, and a list of publications. Purchase source data and receive data from the recruited state.

C.4.1.3 Examine State Data

Verify compliance with the data agreement to ensure that the data file contains data in the format specified by the state documentation and includes all of the data elements agreed upon in the MOA. Following verification, examine the state data and documentation to determine how to convert the state data into the HCUP format. Document all information provided by the state data source about how the files are collected, hospitals or data excluded from collection, and important details about data elements (e.g., “physician identifier is from the state licensing board or assigned by the institution”; “race/ethnicity is optional and many institutions do not provide reliably”). Run exploratory statistics and compare against state documentation. For example, explore for statistical outliers and missing values by evaluating frequency distributions.

C.4.2 Create State Inpatient Databases

The SID currently consist of Core, Supplemental and Data Development Files for each state. For more details on these files see section C.1.1 HCUP Data Files.

C.4.2.1 Create the SID State Files

Convert state-specific files into a uniform HCUP format. To illustrate the past approach, the contractor will be provided with a copy of the existing software used to process individual state data into the HCUP uniform format and the inpatient processing codebook. The previous inpatient codebook contains definitions of the current variable formatting. It is anticipated that the current coding will be amended to address Health Insurance Portability and Accountability Act (HIPAA) standards, as described below. Discussion of HIPAA regulations can be found at <http://www.hcfa.gov/regs/hipaacer.htm>

For each state that contributes data to HCUP, create a SID. Previous steps used to create the SID and the date files are described below. However, the contractor is encouraged to develop alternative approaches to the task and to the file structure.

C.4.2.1.1 Check validity and consistency of diagnoses and procedures

Check ICD-9-CM diagnoses and procedures codes on the records for validity compared to a valid list of ICD-9-CM codes for the same time period. Check that ICD-9-CM codes on record are consistent with gender of discharge compared to valid gender-specific ICD-9-CM codes for that period.

C.4.2.1.2 Apply Clinical Classification Software (CCS) and Diagnosis Related Groups (DRG) Grouper Software

Apply the most current version of the CCS provided by the Project Officer to the discharge data in order to group diagnoses and procedures into CCS categories (one per diagnosis and one per procedure).

Apply time period specific DRG Grouper software to the discharge data to generate DRG and Major Diagnostic Category (MDC) to assign DRG codes.

C.4.2.1.3 Ensure uniformity in the coding of variables across states

Conduct a data review and editing in addition to the original states' review and edit of their own data to assess, for example, out-of-range values, invalid coding, and coding (e.g., sex) inconsistent with procedures. The contractor will then prepare a memo that suggests to, and seeks guidance from, the Project Officer to determine what, if any, changes are desirable to the current standardized format and approach to creating it. We anticipate that a new or modified approach is likely in order to keep the project current and up to date with developments and/or requirements at the state and federal level, such as preparations for HIPAA standards.

Create and document new variables and edited versions of existing variables, including updating files when appropriate and documenting updates, maintaining histories of variables created or edited, and keeping track of variables that have been revised. It is anticipated that the coding of a small set of variables will be expanded/enhanced and require modification of the HCUP format. Consult with the Project Officer when determining which data elements are placed into the standardized format, and which data elements may be retained as unique, non-standardized variables. Provide a check on the accuracy of the HCUP processing programs. Identify idiosyncracies in the data.

During this process, the contractor must adhere to all data confidentiality and security agreements covering the states' data as specified in the MOA.

C.4.2.1.4 Create data files

Organize and create data files segregating sensitive variables such as dates, patient and physician identifiers and patient ZIP Codes into a separate file once the state data have been re-coded into the HCUP uniform format.

C.4.2.1.5 Copy data for delivery for AHRQ

Copy data onto CD-ROMs for delivery to the Project Officer. Password protect all data files. Alternative delivery medium, such as Internet transfer, may be considered as long as data security can be maintained.

C.4.2.2 Document the SID

Documentation should be created and updated in tandem with the creation of the data files. Documentation should include descriptions of uniform HCUP formatting, retained unique data elements, passwords, file locations, variable attributes and descriptive statistics. The documentation for the SID should contain general information about the file composition (information about the data source, the types of hospitals included and excluded records), variables, data processing programs, labels for variables and values,

and re-codes. Ensure that all documentation appears in the electronic documentation system (see section C.11.) Documentation should be delivered to the Project Officer at intervals to be agreed upon during the processing year. For example, after 25% of state data bases have been processed (i.e. 5 states), 50%, 75%, etc. The final delivery for the SID documentation will be at the conclusion of all data processing for the SID.

C.4.2.3 Copy and Provide SID Files for Return to States

Make a copy of AHRQ's version of the HCUP formatted State SID and any other companion files. Return the SID files and documentation to each state without charge to the state. Once the AHA crosswalk (see section C.10.1.2) has been completed, send a copy of the file to the state.

C.4.2.4 Copies of Data Processing Programs

Provide the Project Officer with copies of programs that create the SID.

C.4.3 Prepare 1998 SID

Unlike all other data years, the 1998 databases (e.g. SID, NIS, SASD, restricted access public release files, etc.) and related activities will be completed out of sequence and will be required only one time, but that will need to be conducted in tandem with other data years.

For the 1998 data year, using the data already collected and verified, create the 1998 SID following all the steps and requirements specified in Section C.4.

C.5 NATIONWIDE INPATIENT SAMPLE

The NIS is a stratified probability sample of hospitals in the sampling frame, with sampling probabilities calculated to select 20 percent of the universe contained in each stratum. Details of previous sampling strategies and weighting can be found in *Technical Supplement 9: Design of the HCUP Nationwide Inpatient Sample, Release 6* (referred to as the *Design Report*). The NIS currently includes discharge level files and a hospital level file. For more details on these files see section C.1.1 HCUP Data Files.

C.5.1 Create the NIS

Using the processed SID data, create the NIS.

C.5.1.1 Identify Community Hospital Facilities

The AHA Annual Survey is currently the sampling frame for creating the NIS. Using the AHA crosswalk (that provides the link between the data source hospital identifier and the AHA hospital identifier described in section C.10.1.2), identify community hospital facilities in the SID.

C.5.1.2 Develop a Sampling and Weighting Strategy

Evaluate the previous sampling and weighting strategy and determine what changes should be made to improve the capacity to generate national estimates using the NIS.

Previously, the universe of U.S. community hospitals was divided into strata using five hospital characteristics: ownership/control, bed size, teaching status, urban/rural location, and U.S. region. The sampling strategy for the NIS maintained a subset of hospitals to allow longitudinal analysis. This practice should be evaluated as well. Provide a draft report which proposes a sampling and weighting strategy. The draft report should: 1) describe and evaluate the past methodology and approach as described in the Design Report; and 2) make recommendations for two or more potential approaches for an improved sampling and weighting strategy, including a description of the pros and cons and the cost implications. (It is anticipated that this process will be required only one time at the beginning of the contract period. All other activities under C.5 are repeated for each data year unless otherwise noted.)

C.5.1.3 Construct the NIS Sampling Frame

Document the final sample and weighting strategy in a final report. After receiving guidance from the Project Officer, construct the NIS sampling frame.

C.5.1.4 Create NIS Inpatient Files

Execute the sampling approach. Previous steps involved in creating the NIS are described below for information only.

- C Sampled community hospitals are selected;
- C SID-only variables are dropped from the file;
- C NIS-only variables (e.g., categorical variables for the median income for the patient's ZIP Code) are added;
- C State-specific restrictions are applied as defined in the MOAs. (For example, some states do not allow identification of hospitals in the NIS, so precautions must be taken to avoid fewer than a specified number of hospitals in a stratum.); and
- C State-specific files are integrated into one NIS inpatient file.

C.5.1.5 Create ZIP Code Link to HCUP Patient ZIP Code

Obtain and deliver to the Project Officer the U.S. Bureau of the Census data to provide information on ZIP Codes. The HCUP ZIP Code files provide demographic data and area characteristics for residential ZIP Codes in the U.S. (In the past, these data were obtained from CACI Marketing Systems, and include many demographic measures collected by the Census Bureau, as well as estimates of selected demographic measures forecasted by CACI for certain non-Census years.) Create ZIP Code-based variables and integrate them into the NIS at the patient level. Currently, the NIS files provide median income for patient's ZIP code. It is anticipated that approximately two to four additional variables may be added and that the median income variable will be re-coded.

C.5.1.6 Create NIS Weights File

Create the NIS Weights File to contain stratum variables and sample weights that can be used to obtain state and national estimates. Previous procedures included creating weights based on AHA Annual Survey data and adjusting for missing quarters of discharge data. Deliver the NIS weights file to the Project Officer.

C.5.2 Document the NIS

Documentation should be created and updated in tandem with the creation of the data files. The documentation should contain NIS-specific documentation that explains the technical aspects of the creation of NIS data (see *Design Report*). General information about the file composition (information about the data source, the types of hospitals included and excluded records, sampling and weighting approach), variables and their attributes, data processing programs, labels for variables and values, descriptive statistics, and re-codes should also be included (see HCUP Inpatient Codebook). The contractor may suggest other pieces of documentation that would be valuable to the project. Reports should be prepared and delivered that encompass the following topics from previous NIS releases:

Quality Control in HCUP Data Processing - This technical supplement describes the processes used to ensure the quality of HCUP NIS data. It describes the quality review guidelines employed in reviewing data for each variable in the NIS, including the edit checks performed to assess the internal consistency of information on each record.

Mapping Source-Specific Hospital Identifiers to AHA Hospital Identifiers - The AHA definition of "community hospital" used to select hospitals for the HCUP databases. Therefore, for each participating data source and for each year, it was necessary to reconcile the data source's identification of the hospital with the identification of the hospital in the associated AHA Annual Survey. The list of all such linkages is called a crosswalk. This technical supplement addresses the procedures used to identify the appropriate linkages between AHA hospital identifiers and hospitals represented in the inpatient data supplied by each data source, outlining the development of the crosswalk.

Source of HCUP Data - This technical supplement lists the organizations that contribute data to HCUP.

Calculating Variances Using Data from the HCUP NIS - The NIS contains all discharges from hospitals that were selected without replacement according to a stratified probability sample design from a frame that includes hospitals from 22 states for 1997. Failure to account for this sample design when computing statistics will cause variances to be estimated incorrectly. This technical supplement states the problem and gives an example of how one readily available complex survey design package, the Survey Data Analysis Software System (SUDAAN), can be used to estimate variances while accounting for the sample design of the NIS.

File Composition from the HCUP NIS - This technical supplement provides an overview of the criteria for including hospitals in HCUP, the definition of community hospitals, and a description of hospital openings and closings. It also lists all states participating in the NIS and provides details about the sources of

the data, inclusion of hospital stays in special units, exclusion of ambulatory surgery records, and special precautions required by some states for maintaining confidentiality of hospitals.

HCUP Data Quality Table - This technical supplement provides information on the results of edit checks performed on the NIS.

Verification of Restrictions - This technical supplement identifies restrictions imposed on individual state data by the providing organization for the resulting NIS data.

Ensure that all documentation appears in the electronic documentation system (see Section C.11.) The final delivery for the NIS documentation will be at the conclusion of all data processing for the NIS, and will be in electronic format as well as three hard copies.

C.5.3 Copy NIS Data for Delivery to AHRQ

Send preview copy of NIS to the Project Officer for review and validation by the Agency's programming support contractor. After receiving Project Officer approval, create master CD-ROMs with all data, documentation and tools. Copy data for delivery to the Project Officer. For any state requesting a copy of the NIS, secure a signed DUA. Upon receipt of the completed NIS DUA, distribute all components of the NIS to partner states via a trackable shipping method.

C.5.4 Copies of Data Processing Programs

Provide the Project Officer with copies of processing programs that create the NIS.

C.5.5 Prepare 1998 NIS

For the 1998 data year, create the 1998 NIS following all the steps and requirements specified in Section C.5, excluding C.5.1.2. This task will be required only one time.

C.6 PROCESS STATE AMBULATORY SURGERY DATABASES (SASD) OF THE SOD

The development of the HCUP SASD component of the SOD is very similar to the multi-step process for the development of the SID. The task description for the SASD components frequently refers to inpatient data processing, and notes only where the processes are different. The SASD currently consist of Core, Supplemental and Data Development Files for each state. For more details on these files see section C.1.1 HCUP Data Files.

C.6.1 Acquire Data

C.6.1.1 Recruit Qualified Data Sources

The process is identical to that in section C.4.1.1 with the following exception: MOAs with current SOD participants will need to be modified not only for the data years, but also for re-release of data. Additional states will be recruited each project year for SASD according to Table 1 in section C.4.1.1.

C.6.1.2 Obtain Data from the States

The process is similar to that in section C.4.1.2.

C.6.1.3 Examine State Data

The process is similar to that in section C.4.1.3.

C.6.2 Create State Ambulatory Surgery Databases (SASD)

C.6.2.1 Create the SASD

The process is similar to that in section C.4.2.1 through C.4.2.1.5.

C.6.2.2 Document the SASD

The process is similar to that in section C.4.2.2.

C.6.2.3 Copy and Provide SASD Files

The process is similar to that in section C.4.2.3.

C.6.2.4 Provide Copies of Data Processing Programs

All processes are identical to that in section C.4.2.4.

C.6.3 Create Nationwide Ambulatory Surgery Sample (NASS)

This will begin as a pilot activity to assess the feasibility of creating a NASS.

C.6.3.1 Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals

The process is similar to that specified in section C.5.1.1, with the following exception. The state-specific hospital identifiers will be cross-walked to the AHA community hospitals for the hospital-based AS data. Free-standing ambulatory surgery centers are not included in the AHA survey and will not be linkable.

C.6.3.2 Construct the NASS sampling frame

Evaluate the feasibility of constructing the NASS sampling frame and database. Provide a report which proposes a sampling strategy. The draft report should: 1) describe the pros and cons of up to three potential sources for the sampling frame source (e.g., costs, reliability, validity, and generalizability); 2) determine whether the sampling strata are the ambulatory surgery units (similar to the NIS), or the encounters, and why; and 3) evaluate the feasibility of producing a NASS given the HCUP hospital-based and limited free-standing ambulatory surgery encounter-level data. This will include determining whether more states are needed to achieve a reasonable sample, and if more free-standing data are needed. Possible sources for the sampling frame include SMG Marketing Group, Inc. and National Center for Health Statistics (NCHS). After receiving guidance from the Project Officer, construct the NASS sampling frame.

C.6.3.3 Create the NASS files

If, in conjunction with the Project Officer, it is determined that creating a NASS is feasible and desirable, the steps will be similar to those described in sections C.5.1.3 through C.5.1.6 including documenting the final sample and weighting strategy in a final report.

C.6.3.4 Document the NASS

This process is similar to what is specified under C.5.2.

C.6.3.5 Copy and provide data to AHRQ

This process is similar to what is specified under C.5.3.

C.6.3.6 Copies of data processing programs

This process is similar to what is specified under C.5.4.

C.6.4 Prepare 1998 SASD

For the 1998 data year, using data already collected and verified, create the 1998 SASD following all the steps and requirements specified in Section C.6 through C.6.2.4. This task will be required only one time

C.7 PROCESS EMERGENCY DEPARTMENT (ED) DATABASES OF THE SOD

The development of the HCUP ED data component is very similar to the multi-step process for the development of the SID. The task description for the ED data components frequently refers to inpatient data processing, and notes only where the processes are different. The ED data currently consists of Core, Supplemental and Data Development Files for each state. For more details on these files see section C.1.1 HCUP Data Files. The ED component is a pilot phase activity. There is currently one state that provides emergency department data to the HCUP project. If the HCUP team determines that the data are reliable, complete, valid and useful for research, we anticipate rapid expansion of this activity.

C.7.1 Acquire Data

C.7.1.1 Recruit Qualified Data Sources

The process is similar to that in section C.4.1.1 with the following exceptions: MOA with current SOD participants will need to be modified not only for the data years, but also for re-release of data; and 2) add to the information provided in the memo for the Project Officer a recommended database and coding to determine Agency interest prior to negotiation with data organizations. Additional states will be recruited each project year for ED data according to Table 1 in section C.4.1.1.

C.7.1.2 Obtain Data from the States

The process is similar to that in section C.4.1.2.

C.7.1.3 Examine State Data

The process is similar to that in section C.4.1.3.

C.7.2 Create ED Databases

C.7.2.1 Create the ED Database Component of the SOD

All processes are similar to that under section C.4.2.1 through C.4.2.1.5.

C.7.2.2 Document the ED Database Component of the SOD

All processes are similar to that in section C.4.2.2.

C.7.2.3 Copy and Provide ED Return Files

All processes are similar to that in section C.4.2.3.

C.7.2.4 Copies of Data Processing Programs

All processes are similar to what is specified under C.4.2.4.

C.7.2.5 Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals

The process is similar to that specified under section C.5.1.1. We expect that the ED data will all be hospital-based, and therefore state-specific hospital identifiers will be cross-walked to the AHA community hospitals.

C.7.3 Prepare 1999 ED Data

For the 1998 data year, create the 1998 ED following all the steps and requirements specified in Section C.7.1 through C.7.2.5. This task will be required only one time.

C.8 PROCESS AND DEVELOP AMBULATORY CARE / OFFICE / CLINIC VISIT DATABASES OF THE SOD

This task will begin in the second year of the project. The development of the HCUP Ambulatory Care data component is very similar to the multi-step process for the development of the SID. The task description for the ambulatory care data component frequently refers to inpatient data processing, and notes only where the processes are different. The ambulatory care component is a pilot phase activity. There are currently no states providing ambulatory care / office / clinic visit data to the HCUP project. The HCUP project will begin by securing one to three states' ambulatory care data.

C.8.1 Evaluate the Feasibility of Creating an Ambulatory Care Database

Develop and deliver a draft report that evaluates the feasibility of creating an ambulatory care database. The report should address, at a minimum, identifying ambulatory care settings, data collection policies and procedures, data quality (e.g., uniformity of coding,

completeness of data) release policies, and cost implications. After receiving guidance from the project officer, prepare and deliver a final feasibility report.

C.8.2 Acquire Data

C.8.2.1 Recruit Qualified Data Sources

The process is similar to that in section C.4.1.1 with the following exception: MOAs with current SOD participants will need to be modified not only for the data years, but also for re-release of data. Additional states will be recruited each project year for ambulatory care data according to Table 1 in section C.4.1.1.

C.8.2.2 Obtain Data from the States

The process is similar to that in section C.4.1.2.

C.8.2.3 Examine State Data

The process is similar to that in section C.4.1.3.

C.8.3 Create Ambulatory Care Databases

C.8.3.1 Create Pilot Phase Ambulatory Care Database Component of the SOD

It is anticipated that processes will be similar to those described under section C.4.2.1 through C.4.2.1.5. However, we anticipate that the data elements will differ from those on the inpatient, ambulatory surgery and emergency department databases. The HCUP format for the ambulatory care component of the SOD will be determined in consultation with the Project Officer. We expect that more effort will be required to create the ambulatory care database than is required for the other HCUP databases because of the size and complexity of outpatient claims data as well as the relative lack of HCUP experience in outpatient visit data.

C.8.3.2 Document the State Ambulatory Care Database Component of the SOD to AHRQ

The process is similar to that in section C.4.2.2.

C.8.3.3 Copy and Provide Ambulatory Care Return Files to States

The process is similar to that in section C.4.2.3.

C.8.3.4 Copies of Data Processing Programs to AHRQ

The process is similar to that in section C.4.2.4.

C.8.3.5 Identify Community Hospital Facilities from the AHA Annual Survey of Hospitals

The process is similar to that specified under section C.5.1.1, with the following exception: the state-specific hospital identifiers can only be cross walked to the AHA

community hospitals for the hospital-based Ambulatory care data; the encounters from other ambulatory care sites, such as physician offices, will not be linkable to the AHA file.

C.9 CONSTRUCTION AND MANAGEMENT OF DATA FILES

The contractor will construct, maintain, document and update data files for all components of HCUP. Due to the differing configurations of data received from multiple sources, constructing uniform files will not be a routine process. The contractor will be provided with documentation and software that describes previous approaches in HCUP to integrate these data into a uniformly formatted research database. This information is being provided for information purposes only, and the contractor should investigate existing methods and develop new methods as appropriate for constructing, maintaining and updating the data files. The contractor will document and obtain approval from the Project Officer for the methods proposed for data file construction, maintenance and update.

C.9.1 Construct Files

Files for all components will be constructed as a series of yearly files unless otherwise specified by the Project Officer. The tasks include creating uniform records (including the re-coding of variables into a uniform format), verifying, editing and cleaning observations, developing measures for special variables based on consultation with the Project Officer, and developing a consistent variable-naming convention over time. Data elements will be coded into a uniform format across data sources while retaining the greatest detail feasible. State specific coding on certain variables will be retained. Observations on each variable, to the extent possible, are to span all years of the database (1998 through 2003), however, new data elements will be added to HCUP databases as they become available from data sources.

C.9.2 Review Data to Identify Potential Problems

The contractor will conduct an analytic review of the data, as specified by the Project Officer, so that data problems can be identified and resolved before production processing, so that problems are resolved consistently across disparate data sources, and so that the quality of the data at delivery is such that they can be used immediately for analysis by AHRQ with minimal, if any, data cleaning or editing. The analytic review will include statistical analyses for outliers, tests for inconsistencies, reasonableness of values, and other explorations of the data to identify any problems in data quality. As directed by the Project Officer, the contractor will maintain a record of and make corrections to the data for errors or other quality problems that are discovered in the files or documentation after they have been delivered to the Project Officer. Maintain a record of data quality problems so that feedback can be provided to the data sources regarding potential quality problems. The Project Officer is to be informed of problems through email or memos as appropriate.

C.9.3 Data File Maintenance

Develop and deliver a memo with a description of a proposed data file maintenance system that documents all data files and work performed related to data editing and analysis and other data processing and programming efforts. The system should also include naming conventions and tracking of files from production through final delivery.

After approval from the Project Officer, put the maintenance system into place that allows for routine review, backup, and/or release of all HCUP files as appropriate. Create a master list that documents all HCUP files that is updated and delivered twice per project year. Regularly perform routine maintenance activities to safeguard HCUP data stored at the NIH Computer Center and at the contractor's facilities. The NIH Computer Center has all the HCUP data and deliverable files for data years 1988 through 1994 from the time when the HCUP processing was run on the NIH computers. Assure appropriate disposition of all data files at the direction of the Project Officer and state data organization requirements and at completion of the project. The system should also completely protect the security of the data files. The contractor will deliver documentation of all proposed data file maintenance procedures and obtain approval for use of the procedures from the Project Officer.

C.10 THE AMERICAN HOSPITAL ASSOCIATION ANNUAL SURVEY

The AHA linkage is used (1) to identify community hospitals for the NIS sample and weighting, and (2) as an analytical file to provide a rich source of information at the hospital level. The NIS, SID and SOD may be linked to the AHA data to obtain hospital characteristics. The *Guide to the HCUP-3 Database* contains a general description of the AHA component. Some of the AHA data elements (e.g., hospital location by county and ZIP Code) allow for linkage to community characteristics.

The fiscal year data created in the AHA Annual Survey is available for public purchase within two years after the close of the standard fiscal year. The precise time schedule for this survey has changed from year to year. Processing of inpatient data should be structured to avoid delays caused by this lag in AHA data.

C.10.1 Create the HCUP AHA Annual Survey File

C.10.1.1 Annually Acquire the Most Recent Annual Survey File from the AHA

Purchase the AHA file.

C.10.1.2 Create Crosswalk Files

Create and deliver to the Project Officer crosswalk files and create a link between state-specific hospital identifiers and AHA identifiers (AHAID) to HCUP to allow the identification of community hospitals for inclusion in the NIS.

C.10.1.3 Check for Changes in Variable Definitions

The variables collected on the survey can change from year to year. Check for changes in variable definitions and alert the Project Officer on changes that would affect any of the subsequent processing steps for HCUP. Prepare and deliver to the Project Officer a SAS file that maintains the structure, coding and naming conventions of past years of HCUP AHA data, to the maximum extent possible. Documentation of the previous processing of the Annual Survey file will be provided to the contractor during the transition period.

C.10.1.4 Compare AHA Data with State Data

Supply a table of summary data using the crosswalk file. Create a separate table for each participating state showing the number of admissions for each AHAID compared to the total number of discharges for the set of state hospital identification numbers (StateHospIDs) corresponding to the AHAID to illustrate any discrepancies. Analyze significant discrepancies that may be due to fiscal year definitions, imputed estimates in the AHA file, incomplete data from the state, or other and unknown causes.

C.10.1.5 Create Hospital Merger and Closing File

Identify any new or deleted AHAIDs. Create an electronic file that allows the tracking of closings, openings, mergers and de-mergers from the previous year using reference materials supplied by AHA.

C.10.2 Document the AHA files

C.10.2.1 Document AHA Annual Survey Changes

Document changes in the Annual Survey that have implications for the research attempting to use similar variables for multiple years, for example, addition or deletion of data questions and data elements. Ensure that all documentation appears in the electronic documentation system (see Section C.11.)

C.10.2.2 Document Variables

Create variable labels and value labels for all variables taken from the AHA file as well as newly created variables included in the SAS file to be delivered. Create a notebook with a copy of the survey instrument, the file layout supplied by AHA, contents of the SAS file, and summary data for each variable.

C.10.3 Create HCUP AHA Component for 1998 Data

For the 1998 data year, create the AHA component following all the steps and requirements specified in Section C.10.

C.11 DOCUMENTATION SYSTEM

A report should be developed and updated that includes an overview of HCUP databases and the processes for creating all aspects of the project similar in form to that found in the *Guide to the HCUP-3 Database*. Additionally, detailed documentation is required for each component of the HCUP project for AHRQ and external users. The documentation should describe both the process of creating major project elements and the resulting databases. The documentation will be placed on AHRQ's LAN for use by AHRQ staff. The documentation will be updated across years as well as states and then delivered to the Project Officer in electronic format four times a year. Previously, there were four elements to HCUP documentation as described below. The contractor may suggest other documentation and approaches that could be valuable to the project.

1) NIS and SID user documentation delivered on CD to purchasers of databases. The text documentation was created in Adobe Acrobat.

2) A windows-based software product developed specifically for HCUP (referred to as EDOC*. It contains file and variable information, and is available only to internal AHRQ researchers who have signed a Data Use Agreement.

3) Reference documentation (referred to as BDOC) which contains the electronic version of the HCUP inpatient codebook, electronic and hard-copy technical supplements (text that explains technical aspects of the creation and use of NIS data), and electronic data development software and crosswalk files. The codebook serves as a template for creation of all versions of documentation for file composition and variable definitions by state.

4) Archived documentation (referred to as UDOC) which contains hard-copy, state recruitment documents such as MOAs, technical documentation, manuals, and correspondence.

A single comprehensive and cost-effective system of documentation should be created with the capacity to generate all other documentation components from the master system, including those for the restricted access public release files. Innovative technology and efficient approaches should be used to document all components of HCUP. The resulting documentation system should be easily and efficiently accessed, queried, and updated. It should be developed with enough flexibility and capacity for continual modification as the HCUP project expands. The new system should be developed for the data collected from 1998 forward and does not need to incorporate the existing EDOC* for earlier years of HCUP data. However, the contractor will be provided with the old EDOC* system for their own use and to ensure continued access to past documentation. With this in mind, the contractor will structure the process of documentation to accomplish the following:

C.11.1 Create an Electronic Documentation System

Develop the master electronic documentation system for the AHRQ LAN to incorporate all documentation components as described previously. Deliver a memo to the Project Officer describing two or more documentation design options including price, estimated time to complete the project and the recommended approach.

Once the design option is approved, create and document the development plan for the electronic documentation system. Deliver the draft plan memo to the Project Officer for approval.

Arrange for a demonstration of the system at the appropriate stage of development for the Project Officer and other staff. If necessary, modify the system based on input from the Project Officer.

Create and document the final development plan for Project Officer approval. Demonstrate the final system before implementation. Implement the electronic documentation system. Regularly maintain and update the electronic documentation system for each database component as described previously.

C.11.2 Generate Documentation to Accompany HCUP Components

The contractor will generate documentation files to accompany all HCUP components (e.g., NIS, SID, SOD, AHA, including data files for AHRQ use and restricted access public release) as they are developed. Documentation should not be recreated for each HCUP database, but should represent a subset of a “master file”. For example, documentation from the SID restricted access public release files should be the same as that for SID return files with the exception that information about sensitive data elements are removed from documentation for the SID restricted access public release files. Delivery of data files without documentation is not an acceptable deliverable.

All documentation will be delivered in electronic form accompanied by a memo describing file contents and structure. Exceptions to this will be state recruitment forms, letters, and certain materials received in hard-copy only. Documentation for new data years should be added to the existing structure of the electronic documentation system for each data year as information becomes available.

C.11.3 Archive All Hard Copies of Documents Relevant to State Recruitment Activities

At present, these include, but are not limited to: state applications, MOAs, technical documentation checklist, data restriction checklist, correspondence significant to negotiations, manuals, data format libraries, etc. All archived hard-copies of recruitment documents will be delivered to the Project Officer at a minimum of every six months. No HCUP documentation will be destroyed without approval from the Project Officer.

C.11.4 Develop a Back-up System for the Documentation System

Develop a reliable back-up system to prevent permanent, accidental loss of any HCUP documentation files. The current collection of documentation will be preserved to ensure adequate support for researchers’ continued use of databases over time from 1988. Back-up will be in media and formats readily accessible to the HCUP Project Officer. Back-up files will be kept up-to-date as new data are processed and documentation is created. With approval of the Project Officer, certain older files may be archived and placed in an alternative storage site. No documentation files will be destroyed without the Project Officer’s approval.

C.11.5 Develop a System for Documentation of Software

Develop a system to document and implement effective software requirements analysis, software development, testing, code documentation, quality assurance and software change management, as described in section 3.3. The contractor will deliver documentation of the proposed methods and solutions and obtain approval from the Project Officer for the methods to be used.

C.12 SUMMARY STATISTICS AND SPECIAL ANALYSES

Develop periodic special reports to support the development, documentation, dissemination, and use of HCUP databases. All reports will include three deliverables: (1) an outline, (2) a draft report, and (3) a final report. The deliverables will be submitted to the Project Officer in electronic and printed copy for approval before proceeding with the next stage of the report. Approximately three reports are anticipated annually, and will include reports such as summary statistics, a comparison report of national estimates based on the NIS to other national estimates (e.g., National Hospital Discharge Survey and Medicare files), and state inventory report as described below. The three reports are

described here as examples only. Decisions on the type and content of each report will be determined during the course of the project.

C.12.1 Develop Summary Statistics

Develop a report consisting of summary statistics on key variables in HCUP databases. The Project Officer will provide direction regarding what summary statistics will be produced. This report can be used to generate AHRQ publications on special topics. Specific examples of these reports are the "Statistics and Research Notes Based on HCUP Data" which cover topical areas such as:

- the most expensive reasons for hospitalization,
- the most common conditions and procedures by hospital type, and
- comparisons of conditions and procedures across states.

C.12.2 Develop a Report Comparing the HCUP NIS to Other National Databases

This report is typically produced with each NIS database and will compare weighted estimates from the NIS to other databases such as the National Hospital Discharge Survey, Medicare claims data, and the AHA Annual Survey. An example report is the *Comparative Analysis of HCUP and NHDS Inpatient Discharge Data. Technical Supplement 13, NIS Release 5*. Agency for Health Care Policy and Research, Rockville, MD.

C.12.3 Inventory State Health Care Data Systems

In order to strategically choose states and settings for inclusion in HCUP, it is necessary to periodically update a report that inventories all comprehensive administrative and encounter-level data that are maintained by state data organizations, hospital associations, and other state data entities (*Statewide encounter-level Inpatient and Outpatient Data Collection Activities*). It is anticipated that this inventory will be updated at least once during the course of the HCUP contract. Although the contractor will be expected to update the inventory for state HCUP Partners during the recruitment and retention process, this one-time update will entail querying entities with whom the contractor is not in contact on a regular basis.

C.13 HCUP CENTRAL DISTRIBUTOR

The HCUP Central Distributor was created in the Spring of 1999. The original purpose of establishing this entity was to facilitate expedited access to the restricted access public release SID files. The SID files created for AHRQ and returned to the states form the basis for the creation of the restricted access public release SID files. In general, they are subsets of the SID files plus variables to allow linkages to the AHA survey and to community variables. Very minor modifications will be required for purposes of assuring confidentiality (such as re-coding dates to the first of the month).

The main functions of the entity are to handle all inquiries for SID files (e.g., availability of data elements by state); send, receive, and verify for completeness of applications for purchasing SID files; create and send files to approved data requesters; collect data use fees; and reimburse fees to the appropriate state Partners, among other such functions. The role of the HCUP Central Distributor will be expanded to include other products and databases. The contractor will maintain and operate the HCUP Central Distributor to

publically disseminate products created from the project (e.g., restricted access public release databases). Unlike previous tasks, the distributorship is still in the pilot phase. Consequently, to maintain the smooth operation of the distributorship, the new contractor will be required to use the existing processes and structure in the first year. See section C.13.9 for evaluation and possible modification of the system in subsequent years. More specifically, the contractor will:

C.13.1 Create Restricted Access Public Release SID

Gain state participation and create restricted access public release SID for 1998 and 1999 data and related documentation using SID files and documentation described in section C.4 as a base.

C.13.1.1 Complete MOA

Prepare draft MOA using previous data years' MOA as a model. The MOA solicits participation in the restricted access public release of SID files for a minimum of two data years. Subsequent data years will require new MOAs and may be linked with the general MOA for inpatient data. Provide a draft for Project Officer review within three months after contract award. Prepare final MOA within two weeks after receipt of comments from the Project Officer. Within one week of final Project Officer approval, send state-specific MOAs to all state Partners. Complete a signed MOA and list of variables authorized for restricted access public release for each data year from each state Partner. Provide copies of signed MOAs to state Partners and to the Project Officer within one week of receipt. If signed MOAs are not received within three months of being sent, send documentation (e.g., phone logs) of the contractor's effort to solicit response from the respective data organization to the Project Officer.

C.13.1.2 Prepare Restricted Access Public Release SID Files

Eliminate or customize selected variables as specified by state Partners in signed MOA using SID files prepared for AHRQ as a base. Prepare individual files on CD-ROMs in ASCII format for restricted access public release for each participating state. In future years other formats and/or media may be considered. Files will contain SAS and/or other such programs for converting files into different formats. A set of "master" CD-ROMs (or other media) for each state stored in the contractor's offices, a set of "master" CD-ROMs to AHRQ, and a set of backup CD-ROMs stored offsite will be produced within two weeks of receipt of the signed MOA, or within two weeks after the respective SID files are prepared for AHRQ, whichever occurs later. The CD-ROMs will be organized by state and by year and will include data elements as specified in the signed agreements with the states. Restricted access public release files should be completed and available for purchase within three weeks of creating the SID state-specific file for AHRQ.

C.13.1.3 Prepare Documentation

Prepare documentation (e.g., hard copy binder) for the restricted access public release of SID files for end-users as described in section C.4.2.2. (Documentation is already available for data years 1995, 1996 and 1997.) The end result will be a single document that describes the contents of SID files for all State Partners (and all years of data) participating in the HCUP Central Distributor. Time frame will be set by the Project

Officer based on the number of state Partner participants. The state Partners are expected to join the distributorship over a period of several months. The first version of the documentation will be created when a significant number of states have signed the MOA. Additional versions of the documentation (no more than four) will be created as new state Partners join the distributor. The documentation should be delivered to the Project Officer and maintained at the Central Distributor.

C.13.1.4 Create Restricted Access Public Release AS Files

Follow the same processes described in sections C.13.1.1 through C.13.1.3. Note that there will be nine states with 1998 AS data and 13 states with 1999 AS data. Refer to Table 1 for the anticipated number of databases.

C.13.2 Customized SID Files

All activities under section C.13.2 will begin in the second year of the project. The current restricted access public release SID files contain subsets of data elements from the AHRQ processed SID for all processed inpatient records. In some cases, a data requester may be interested in obtaining a subset of the observations from the restricted access public release SID files (e.g., all inpatient records across all states where the patient is less than five years of age). Customization will be limited to include a subset of observations from all SID available through the Central Distributor.

Under this task, the contractor will explore Partners' interest in permitting customizing SID files based on special order requests from data purchasers and will seek their participation. Upon request of the Project Officer, prepare and deliver a memo to the Project Officer that evaluates the interest and demand for special orders and customized SID files. The memo should include a discussion of feasibility of establishing a system whereby the purchaser is charged for the time and effort required to create the customized files and for setting the appropriate price.

C.13.2.1 Gain State Participation for Customized Files

Gaining state participation for customized files will follow the same procedure and time frame as described in section C.13.1.1. An important task is to obtain new pricing information for a subset of the respective data organizations' SID files. As state Partners become familiar with the process, it may be possible to execute a single MOA for both the restricted access public release SID and the special orders/customized SID files for subsequent data years.

C.13.2.2 "Stand ready" to Customize Files

Stand ready to customize files based on customer requests and agreements with state Partners. To accomplish this task, contractor will have the appropriate personnel and resources available to create and fulfill up to 10 customer requests per year for customized data, which may occur at any time during the year.

C.13.2.3 Prepare Files and Documentation for Customized Files

The resources expended by the contractor to prepare files and documentation for customized files based on the restricted access public release SID will be paid for by the

data requester. Prior to processing any special orders or customized files, the contractor will provide to the Project Officer: 1) a written description of the requested customization, and 2) an estimate of the cost to prepare and document the customized files. Upon receiving approval from the Project Officer, the contractor will provide to the data requester an estimate of the cost for producing these files. Cost estimates will be based on an hourly rate for these resources which have been approved by the Project Officer. Prepare customized file. Documentation is the same as that available for the restricted access public release SID with cover page describing customization.

C.13.3 Staff and Maintain Electronic Tracking and Distribution System

C.13.3.1 Staff Electronic Tracking and Distribution System

Staff and maintain the existing electronic tracking and distribution system currently in Microsoft Access Database by “standing ready” to respond to inquiries (including those for technical assistance), request for applications, and data purchases (i.e., about 20-25 total inquiries per week). The contractor will receive inquiries by mail, phone (under a separate phone line), fax, or email address (that is exclusive for the Central Distributor). For full scope of activities under this system, see “Operating Tracking and Distribution System” below. At a minimum, the tracking system will include restricted access public release SID, restricted access AS, special order and customized files, and specialized databases described in section C.14.

C.13.3.2 Update Application Kit

Update existing application kit in each year as new states, years, and product lines are added. Provide draft copy for Project Officer review before finalizing materials. Assume up to five updates per year.

C.13.3.3 Maintain Electronic Tracking and Distribution System

The Access Database is to include additional states, years, and product lines as directed by the Project Officer. Assume up to five updates per year of the system. The activity report characterizes the information collected in the tracking system.

C.13.4 Operate Tracking and Distribution System

C.13.4.1 General Activities

The contractor should be able to perform each of the following activities:

- Answer inquiries about the availability of SID and AS data, such as the availability of data elements by states and cost of SID and AS data, and status of applications.
- Send out and receive applications and verify for completeness.
- Determine and collect all fees as designated by the state Partners including applicable taxes from data purchasers.
- Send out data requested and documentation to approved data requesters.
- Notify relevant state and the Project Officer that a sale has been completed.
- Return fees to data organizations for purchases of SID data and taxes to the applicable local, state, and federal organizations.
- Refer inquiries for more recent or sensitive data to the appropriate data organization representative.
- Provide basic technical assistance limited to information about file layouts, how to use software programs designed to SAS load data, and other such assistance directly related to the products disseminated by the Central Distributor.

Functions described above will be performed within time frames to be specified by the Project Officer (e.g., must respond to inquiries within two business days).

C.13.4.2 Periodic Reports

C.13.4.2.1 Produce and provide monthly reports

Produce and provide monthly reports to all HCUP Partners about all the activities of the Central Distributor including inquiries and purchases of data using established prototype.

C.13.4.2.2 Update and customize report formats as directed by AHRQ

Assume up to three updates to the report format which will require moderate revisions, for example, creation of two or three new tables. Quality of the report (in terms of appearance and content) must be equal to or better than the existing prototype.

C.13.4.3 Transition to Operating the Tracking System

Because handling data inquiries and processing applications are ongoing functions, there will be some contractor overlap in assuming responsibilities for these tasks. In establishing the transition plan described in section C.3.1, the roles of each contractor and time frame will be specified. In general, at an agreed upon date but no later than the end of the transition period, the new contractor will handle all existing inquiries, new inquiries, and new applications. All applications received prior to the agreed upon date will be processed to completion by the previous contractor.

C.13.5 Dissemination Workgroup

Provide workgroup support for periodic phone conferences (about 15 per year) to develop more efficient dissemination mechanisms of a variety of HCUP products including special order customized files. Support includes: arranging conference calls; preparing agendas and minutes of the calls; and preparing draft proposals, letters, memoranda, tables, etc. in support of the goals of the conference calls and as directed by the Project Officer. It is expected that there will be several different workgroups with different leaders and participants.

C.13.6 Sensitive Variables File and Documentation

All activities under section 13.6 will begin in the second year of the project. For data years 1988 to 1997, some state Partners allow release of up to 20 data elements that are considered too sensitive for release under AHRQ guidelines. Consequently, we want to explore creating a separate sensitive variables file. Prepare a report that includes an evaluation of the advisability and feasibility of creating a sensitive variables file. The report should address, at a minimum, Partner interest and concerns, customer interest, and value to AHRQ.

If, in conjunction with the Project Officer, it is determined that creating a sensitive variables file is feasible and desirable, prepare a separate sensitive variables file and documentation for ten state databases. Include up to 20 data elements, including a linking variable, return them to the respective state Partners, and deliver a copy of the files to the Project Officer. Files will be in the same format/medium as described in section C.13.1.2. above. Work will be performed parallel to the processing of the restricted access public release SID files described in section C.3.1.2 - 13.1.4 above.

C.13.7 Create Restricted Access Public Release SID for Previous Data Years

All activities under section 13.7 will begin in the second year of the project. Restricted access public release SID currently available through the Central Distributor include data years 1995, 1996, and 1997. Signed MOAs with the State Partners to release restricted access public release SID files for prior years (1988 to 1994) will be in hand by the effective date. Following the description in section C.4.1.2, the contractor will prepare the restricted access public release SID files and documentation for eight states for data year 1988, 11 states for 1989 to 1992, 17 states for 1993 to 1994, 19 states for 1995 to 1996, and 22 states for 1998.

C.13.8 Evaluate and Refine Tracking and Reporting System

All activities under section 13.8 will begin in the second year of the project. The existing tracking and reporting system will be used in the first year of the contract. In the second

year, evaluate and assess the efficiency of the tracking system. Provide a report outlining strengths, weaknesses, and recommendations for changes or refinements in the context of existing and emerging technologies. Implement, create, or refine system under the direction of the Project Officer.

C.14 CREATE SPECIALIZED DATABASES

As assigned, create specialized databases based on the SID or other HCUP databases, as directed by the Project Officer. Such databases will be designed to address research questions on specific populations or types of discharges that the NIS and the individual SID cannot adequately address. Some of these databases may be created one time only; others may be created periodically (e.g., every two to three years). It is anticipated that approximately two specialized databases (besides the NIS and SID) will be created each year. The following process will be required for each specialized database.

C.14.1 Develop the Sampling Strategy and Sampling Frame

When the database will be used to make national estimates, design a sampling strategy. Prepare and deliver a report that describes sampling and weighting options and that outlines options for a design for the desired sample file. This report should include an evaluation of the advisability and feasibility of developing the specialized database, along with recommendations about which option would provide the most reliable estimates. The Project Officer will review this report and make a final determination about the sampling strategy to be followed by the contractor. Document the final sample and weighting strategy in a final report. After receiving guidance from the Project Officer, construct the specialized database sampling frame.

C.14.2 Extract the Data from the SID

In the most efficient way possible, extract the data from the individual state databases. Extracting cases for multiple databases simultaneously can reduce processing labor costs, (e.g., when the cases are extracted for the NIS, the cases for specialized databases can also be extracted).

C.14.3 Merge the Data

The cases extracted from the individual SIDs will be merged to form the specialized databases (e.g., a database for studying children's hospitalizations, a multi-year database of hospital discharges from hospitals followed longitudinally, or a database for evaluating minorities' experience of hospitalization).

C.14.4 Create the Files

A specific database (e.g., the children's database) may consist of several files that are structured to allow efficient use of the database. For example, if a database is too large to fit on a single compact disc (CD), it may be compressed (or "zipped") or split into files that separate the most commonly used data elements from those less commonly used, or group together data elements that are generally used together. In addition, diagnoses and procedures may be separated into their own files and normalized to eliminate blank fields and reduce the size of the files. Both SAS (for AHRQ use) and ASCII (for restricted access public dissemination) versions of the databases should be created.

C.14.5 Create Weights

If appropriate, develop sampling weights so that national estimates can be developed using the specialized databases.

C.14.6 Document the Databases

Prepare documentation to fully describe the creation of the database and its data elements, including a description of obtaining weighted estimates. The documentation should be developed to be consistent with the documentation for the routine products developed for HCUP (SID and NIS). Also, the contractor will document the software and processes used to develop and maintain these databases consistent with the documentation requirements described in section Sections C.3.3 and C.11.

C.14.7 Evaluate the Databases

To the extent possible, given the availability of comparison databases, evaluate the weighted estimates generated from the newly created database by comparing the estimates with available data. Provide a report describing stratifying and weighting options. This report should include an evaluation of the advisability and feasibility of developing the specialized database, along with recommendations about which option would provide the most reliable estimates. Actual development of the database would be completed after this report has been evaluated and the weighting strategy has been determined.

C.14.8 Obtain Agreement from States for Release of New Databases

If it is determined that the database is acceptable for release, negotiate with the states to gain permission to extract observations from the processed SID to create specialized databases. Examples of such specialized databases include all pediatric discharges from the SID, a longitudinal sample of hospitals across multiple years, or a database that will allow national estimates for minorities.

C.14.9 Prepare the Databases for Dissemination

Develop the materials required to disseminate the database to users outside AHRQ. This should include writing the database to CDs (in ASCII format) which are ready for reproduction and developing documentation (some of which may be on paper and some in electronic format).

C.14.10 Deliver the Specialized Databases

The specialized databases should be delivered to the Project Officer in an agreed upon format with all accompanying documentation.

C.14.11 Disseminate Databases

After the databases have been tested and approved by the Project Officer, disseminate the databases through the Central Distributor.

C.14.12 Task Description Example

An example of a task description for a specialized database is provided below: HCUP Database for Children's Studies, 1997: The HCUP database for 1997 contains 22 states and nearly 60% of all discharges in the U.S. The size and scope of this database lends itself to the creation of specialized databases that can address particular research needs. One research need pertains to hospitalizations for children. Using the HCUP NIS, it is possible to focus on pediatric hospitalizations. This task will entail outlining the process for building this children's database and developing the capacity for obtaining weighted estimates to generate national estimates. The task consists of the following steps:

- 1) Create a pediatric extract file from the NIS. The children's database will be created by extracting all pediatric cases (age 0-18), including newborns, from all hospitals in the SID data for 1997 (extracted at the same time that we extract the NIS sample). The children's database will not be a sample of hospitalizations, but will include all pediatric cases in the contributing SIDs.
- 2) Develop the weighting options. The database will thus contain all pediatric cases so that population-based analyses can be conducted with this database. For researchers who wish to generate national estimates, it will be necessary to provide weights and associated variables so that these pediatric discharges from the 22 HCUP states can be weighted to represent the nation as a whole. It is expected that information used for weighting will be derived from the AHA Annual Survey and the National Hospital Discharge Survey (NHDS), and the National Association of Children's Hospitals and Related Institutions (NACHRI)
- 3) Draft and deliver a report describing stratifying and weighting options. This report should include an evaluation of the advisability and feasibility of developing the children's database, along with recommendations about which option would provide the most reliable estimates.
- 4) Create discharge weights.
- 5) Compare estimates based on the children's database to estimates based on the NIS and the NHDS for selected conditions and procedures.
- 6) Create the database and associated documentation for release of data through the SID Central Distributor. The documentation and database construction should be patterned on the SID databases (rather than the NIS; i.e., less comprehensive).

C.15 ACTIVITIES FOR SUBSEQUENT YEARS

After the first year of the HCUP contract, some activities will no longer be required, some will be continued annually, some will be conducted at regular intervals (though not annually), and some will occur as needed. For example, the development of the documentation system will occur in year one and need not be repeated each year, except for updates and enhancements. The processing of inpatient and outpatient data and the production of the SID and NIS will occur annually. The production of a children's database will probably occur at regular intervals such as every three years. Changes in the data processing stream will occur as needed to take advantage of advances in technology. This section outlines activities in subsequent years of the contract.

C.15.1 Perform Yearly Updates to Data Processing Steps

Yearly updates to the data processing steps should be performed for the SID, NIS, and all SOD databases.

C.15.1.1 Obtain International Classification of Diseases (ICD-9-CM) Codes Yearly

Obtain ICD-9-CM codes yearly as they become available each year, and update processing software. This step includes updating Clinical Classification Software which will be provided by the Project Officer and which is based on ICD-9-CM codes. When ICD-10-CM is introduced into U.S. administrative data, convert all systems to accept ICD-10-CM codes.

C.15.1.2 Update the HCUP Diagnosis and Procedure Programs

Update the process for checking valid diagnosis and procedure screens. For example, for edit checks that check the appropriateness of codes for certain patient characteristics such as gender. Update the diagnosis and procedure programs when the list of ICD-9-CM (later, ICD-10-CM) codes are updated. Prepare a memo listing all new diagnosis and procedure codes with impact on the screening programs used in the processing stream.

C.15.1.3 Purchase Grouper Software

Purchase Grouper software to assign the Diagnosis Related Group (DRG) codes as they become available each year by the Health Care Financing Administration.

C.15.1.4 Evaluate and Apply Severity Adjustment Software

Beginning in the second year, evaluate severity adjustment software products to incorporate into HCUP processing. Prepare a brief report describing and recommending the most appropriate and cost effective selection of a software product that adjusts discharge abstract data for severity of illness. Choice of the software should be based on its efficacy, severity adjustment (as demonstrated in research), cost effective use, and propensity of the software distributor to allow severity adjustment to be incorporated into final data products that will be released for research (e.g., the NIS).

C.15.1.5 Purchase Severity Adjustment Software

Following guidance provided by the Project Officer, purchase severity adjustment software and apply it to discharge data. Updated versions of the severity adjustment software must be purchased annually.

C.15.1.6 Add, Delete, or Modify Data Elements

It is anticipated that approximately 15 significant changes in data elements will occur each year (e.g. changes in coding and additions of new data elements).

C.15.2 Continue Other Annual Activities

Unless noted, each activity is to be conducted annually, for each data year.

C.15.2.1 Develop an Annual HCUP Activities Report

Based on information provided by the Project Officer, prepare one generic HCUP annual report of approximately 15-20 pages to be sent to requesting Partner states that summarizes HCUP activities over the last year. The report typically includes a workplan that briefly describes accomplishments, publications and research plans for the coming year as provided by the Project Officer.

C.15.2.2 Recruit and Retain Qualified Data Settings and Sites

Retention of current HCUP Partners is an ongoing process and will require periodic contacts and communication with organizations providing data. Historically, all HCUP Partner states have remained active in the project in following years. Retention efforts range from renewal of application letters to appearing before data review committees for two Partner states. Annually recruit new Partners and new settings from existing Partners (e.g., a state providing hospital data for 1998 may be recruited to also provide emergency department data for 1999).

C.15.2.3 Prepare SID and Specialized Databases

Annually prepare SID for AHRQ, SID public release files, and specialized databases for delivery to the Project Officer and distribution by the Central Distributor as described in section C.4.

C.15.2.4 Annually Prepare NIS Databases

Annually prepare NIS databases for delivery to the Project Officer and distribution by NTIS as described in section C.5.

C.15.2.5 Prepare all SOD Databases

Annually prepare SOD databases for delivery to the Project Officer and distribution as described in section C.6 through C.8. The SOD components will be used by AHRQ staff; determinations about outside dissemination of the emergency department and ambulatory care data will be made in the future.

C.15.2.6 Update Documentation for Each Subsequent Year of Data Collection

Full documentation should be created and added to the electronic documentation system for each HCUP data year and setting processed.

C.15.2.7 Participate in the Annual HCUP Partners Meeting

Once per year, all HCUP Partners will be invited to AHRQ offices to participate in a two-day meeting during which new approaches and methods will be discussed and the opinions of the Partners will be elicited to provide guidance in directing the project. Representatives from the contractor will be asked to participate in this meeting.

C.15.2.8 Maintain an Inventory of Data Available from HCUP Partners

In the process of contacting state HCUP Partners each year, minimally update the state inventory to keep abreast of new databases available from state Partners. Revise and deliver the document annually.

C.15.3 Conduct Periodic Activities

C.15.3.1 Develop Specialized Databases

Not all databases created and maintained by HCUP will be created annually. The only planned annual databases are the SID, NIS, NASS, and emergency department while most other databases are expected to be created periodically. It is assumed that each year of the contract, starting with Year two, up to two specialized databases will be created annually. For example, in Year two of the contract, we may create a children's inpatient database and a minority inpatient database, patterned on databases first created using 1997 data.

C.15.3.2 Complete Update of Inventory of Data Available from All States

All activities under section C.15.3.2 will begin in the third year of the project. The contractor will maintain an up-to-date version of the inventory on an ongoing basis through routine contacts with state Partners as specified in Section C.15.2.9. However, to update the inventory as a whole, the contractor will obtain information on those states that have statewide databases but do not contribute data to HCUP. This update is expected to occur one time in the third year of the project.

C. 15.4 Pursue Activities as Needed

C.15.4.1 Revise Standard Core Database for HIPAA Standards

All activities under section C.15.4.1 will begin in the third year of the project. Revisions to the standard core database must be made to remain current with HIPAA standards since HCUP will follow the HIPAA standard. For example, if new data elements, such as race and ethnicity, are added to the HIPAA standard, these data elements will likewise be added to the HCUP core database. Similarly, if code sets for standard HIPAA data elements are revised, these revisions will be reflected in HCUP code data.

C.15.4.2 Expand State-Specific Data Files to Accommodate New Data Elements

As states add or delete state-specific data elements or revise code sets for state-specific data elements, these changes will be reflected in the HCUP state-specific data elements as well. For example, if a state data system adds laboratory values to their inpatient data files, the HCUP state-specific data files will be expanded to accommodate these new data elements.

C.15.4.3 "Value-added" Data Elements

Additional "value-added" data elements will be created periodically and added to the HCUP databases. For example, new severity adjustment software or cost-to-charge ratios may become available and data elements derived from this software will be added to the databases.

C.15.4.4 Monitor and Implement Technological Changes and Processing Improvements

The activities conducted in monitoring and implementing technological and processing changes should be documented in the Annual Management Plan (C.18.3).

C.15.4.4.1 Documentation system

The contractor will provide advice to the Project Officer on methods to make the documentation process more efficient and more useful. At the direction of the Project Officer, changes will be made to the documentation system to take advantage of these improvements.

C.15.4.4.2 Processing stream

Similarly, the contractor will advise the Project Officer on methods to enhance the efficiency of data transfer, processing and delivery, and will implement changes at the direction of the Project Officer.

C.15.4.4.3 Other technological innovations

In consultation with the Project Officer, the contractor will explore and implement other technological innovations as appropriate to improve the efficiency and effectiveness of HCUP processes. For example, should it become feasible to obtain data from contributing Partners via the Internet, such a process will be developed upon the direction of the HCUP Project Officer.

C.16 CONFIDENTIALITY AND SECURITY PROTECTIONS

The contractor will develop procedures and mechanisms to protect confidentiality of the data based on these standards and take whatever other steps are deemed necessary by the Project Officer to adequately protect data confidentiality. The contractor will adhere to all Federal, Department of HHS, and AHRQ IT security regulations in designing solutions to protect the security and confidentiality of the HCUP data and data processing / IT infrastructure systems.

C.16.1 Become Familiar with all HCUP Confidentiality Provisions

The contractor will review the confidentiality requirements of the data sources and the statutes and regulations governing AHRQ and contractors to AHRQ. This includes: 1) review of and compliance with all state laws that govern and protect source data; 2) review of and compliance with the Privacy Act of 1974 and the Public Health Service Act (42 U.S.C. 299c-3(c)); and, 3) review of and compliance with AHRQ regulations. Incorporate these requirements into the state MOAs (see section C.4.1.1.) The contractor will also continue to review any new legislation at the state and federal level which affect data confidentiality.

C.16.2 Develop and Deliver a Security Document that Addresses the Following Issues

C.16.2.1 Securing Source Data

The contractor will outline procedures that provide for securing source data in terms of: 1) shipping and accepting of source data files; 2) access to source data files; 3) tracking of source data files; 4) accountability of source data files; and, 5) electronic storage of source data files.

C.16.2.2 Securing Data During Processing

The contractor will prepare a draft and final memo that outlines procedures that provide for data security and confidentiality while processing source data into a uniform format, including: 1) access to processed and unprocessed data; 2) tracking of intermediate to final processed files; 3) storage of files during processing; 4) electronic safeguards through hardware and software innovations; 5) ability to safeguard highly sensitive identifiable data elements which can be used to create data links; and 6) data encryption methods. Annually monitor and improve security protections. The contractor will also provide technical assistance to Partners in ensuring confidentiality of patient records (e.g. the contractor may be requested to provide encryption software to states that currently are unable to encrypt patient identifiers prior to state release of data to AHRQ).

C.16.2.3 Securing Data for Delivery

Protections that the contractor provides once databases are finalized include: 1) access to final data files; 2) secure shipping and/or other delivery of final data files; 3) encryption methods to allow data linkage without identification of individuals on final files; 4) tracking of final data files; 5) structure of final data files; 6) storage of source data once final data files have been delivered; and, 7) disposal of files following completion of the project, or sooner if deemed necessary by the state or Project Officer.

C.16.3 Evaluate Mechanisms to Ensure Privacy and Confidentiality of HCUP Data

In order to ensure that HCUP data released to outside researchers protect the confidentiality of individual patients, the contractor will evaluate the potential disclosure risk of HCUP data. It is likely that the NIS will be the database on which such explorations will be conducted, however, certain SID data may be explored as well. This evaluation will include consultation with experts in privacy and confidentiality of health care data, assessments of the likelihood of identifying specific individuals, and recommendations on redesign efforts to improve confidentiality if significant disclosure risk is identified. Findings and recommendations will be detailed in a report to the Project Officer.

C.16.4 Develop Capacity to De-identify Data While Maintaining Linkages Across Databases

Even though encrypted patient identifiers are provided by data sources, the contractor will evaluate and provide a memo discussing the feasibility and advisability of creating linkage variables that in no way resemble the original encrypted or unencrypted identifiers. These linkage variables should allow individuals to be tracked across time and settings without compromising their identity. These linkage variables would allow AHRQ to create episodes of illness without using actual identifiers that could potentially be used to identify individuals. If successful, these linkage variables might be releasable to the public in the future. The memo should include a description of the most appropriate and cost effective methods and software products available to create

linkages, discuss the pros and cons of the approaches, and make recommendations to the Project Officer regarding strategies to follow. If it is determined that linkage variables will be used in HCUP, implement the selected strategy in Year two.

C.17 PROVIDE TECHNICAL SUPPORT

Provide periodic (approximately four hours per week) technical support in several main areas to AHRQ staff, or to other contractors working under the direction of AHRQ staff (e.g., on research studies and other programming tasks). The types of technical assistance anticipated under this contract include, but are not limited to:

C.17.1 Provide Assistance in Access and Use of Data

Provide ad-hoc technical assistance to AHRQ staff and other contractor staff to facilitate accessing, using, and understanding the databases created under this contract.

C.17.2 Answer Questions about the Documentation System

Provide assistance to AHRQ staff and other contractor staff in understanding and accessing information in the electronic and paper-based documentation systems.

C.17.3 Provide Assistance to Outside Users

As directed by the Project Officer, provide assistance to outside users of HCUP data products. This will consist of answering questions by telephone or email with minimal, if any, data processing required.

C.17.4 Attend Professional Meetings

Provide information to the Project Officer about technological innovations that could make data processing more efficient, improve access to data and information, and improve the quality of the products. In order to keep abreast of such innovations, it is expected that two of the contractor staff will annually attend two professional meetings specifically aimed at computer hardware and software advances, Internet and web-based applications and technologies, and programming/data processing.

C.17.5 Investigate Potential Problems or Errors in Data Processing

As users explore the HCUP databases, potential problems in data processing may be uncovered, although this rarely is expected to occur. It is expected that the contractor will fully investigate these potential problems, report back to the Project Officer, and rectify the problems if necessary, as directed by the Project Officer.

C.18 PROJECT MANAGEMENT

C.18.1 Management and Planning of Project Tasks

The contractor will develop and implement methods to ensure that project tasks and subtasks are coordinated so that work progresses in an orderly, efficient manner. The contractor will also develop and implement a method for planning future project activities so that tasks are completed within expected timeframes and budgets. The contractor

will also implement quality control procedures to monitor and evaluate the quality of the products that will be delivered. The contractor will document all proposed project management methods and software tools for review by the Project Officer.

C.18.2 Meetings and Conference Calls

The contractor will meet with the Project Officer and other individuals designated by the Project Officer for their technical expertise or substantive interest in the project. These meetings will be at designated intervals during the course of the project in the Washington D.C. area and onsite at the contractor's facility. The purpose of the meetings will be to review the progress of work, specific deliverables, and future plans under the contract.

C.18.2.1 Prepare, Arrange, and Attend an Orientation Meeting

Meet with the Project Officer and HCUP team from AHRQ/CODS in Rockville, MD within ten working days of the award of the contract. Discussion topics will include, but are not necessarily limited to, the purpose of the project, technical approach, and deliverables and reporting requirements. The result of the meeting will be the development and delivery of a workplan, delivery schedule and timeline for the project. A draft workplan will be due one month after the effective date and a final workplan will be due two months after the effective date.

C.18.2.2 Participate in Conference Calls with the Project Officer

In addition to periodic meetings, the contractor will participate in formal conference calls with the Project Officer and other staff as assigned, as frequently as once a week, to review progress, identify problems and discuss possible solutions to problems.

C.18.2.3 Participate in Other Communications with the Project Officer

It is anticipated that less formal communications will also occur on a more frequent basis, as needed between the Project Officer, and other AHRQ staff as assigned, and the contractor

C.18.3 Prepare an Annual Project Management Plan

Prepare and submit an annual project management plan which provides for the budgeting, monitoring, and documentation of all contract activities and costs by major tasks. The plan should include an annual workplan for the tasks to be completed, including a delivery schedule and timeline for the project, and identify and recommend any changes in approach or process to the creation and management of the HCUP databases. The plan should include such items as procedures for ensuring adequate availability of staff, efficient use of computer and programmer resources on each task, the performance of tasks in a timely manner, and procedures for ensuring data security and confidentiality. A draft project management plan and a final workplan will be due at the start of the project and annually thereafter.

C.18.4 Progress and Final Reports

Monthly, the contractor will submit to the Project Officer written reports describing major activities of the project, beginning one and one half months following the effective date. Each monthly progress report will list, by major task, project activities of the past month, the cost of those activities, the anticipated next month's activities, problems encountered and proposed solutions, milestones, and any other information which has a significant impact on ongoing or planned activities or costs. For costs associated with the Central Distributor, costs should be reported by sub-tasks as well. The report should also compare progress and resource expenditures to the original schedule and budget and provide explanations for any variances, assess whether the current total estimated contract cost is sufficient to complete the contract, and describe significant changes in the contractor's operational personnel.

The format and delivery mechanism for all monthly, final and other progress reports and contract deliverables shall adhere to any Agency standards and procedures and automated systems and data bases established by the Agency for this purpose. Also, all systems documentation prepared and delivered in the support of this contract shall be maintained in an electronic document management and filing system, shall be maintained current throughout the contract life-cycle, and shall be accessible to the government for review at any time during the life of the contract.

The contractor will also submit a final report summarizing the work accomplished at the end of the project. This report will include a description of the project overview, database components, a description of all processes used to generate data files, documentation, all major deliverables under the contract, recommendations for future efforts, and other issues as determined in conjunction with the Project Officer.

C.18.5 Project Close-out

At the end of the current contract period, the contractor should develop and implement a transition plan, which provides for the orderly and documented method for disposition of data files and documentation. A draft transition plan should minimally include a plan for transferring HCUP data and activities to AHRQ and a subsequent contractor, if necessary, during a two-month transition period to overlap with any new contract.

AHRQ will be provided with a compilation of HCUP data files, documentation, and software under this contract for use by a subsequent contractor. It is anticipated that there will be a 60 day overlap period with any subsequent contractor to facilitate the transfer of HCUP data. A final plan, subject to Project Officer review and approval, will be developed that identifies all activities, data files, software, and documentation that must be transferred, the final plan should also describe the methods to be used to ensure their complete transfer within 60 days of the start of this activity.

The plan will provide for an inventory of all data files, software, and documentation; security arrangements for ensuring the confidentiality of data; and adequate, staffing of ongoing tasks. It will also provide for the following:

- the assignment of specific staff to each task that is to be transferred,
- the physical transfer and storage of data files, data tapes, software, and all relevant documentation,
- the documentation of the procedures followed, and
- the implementation of appropriate accounting and security systems.

C.19 DEFINITIONS

Administrative data

Data which are a by-product of administering health services, enrolling members into health insurance plans, and reimbursing for health care services (Iezzoni, L.I. 1997, Glossary).

AHA

The American Hospital Association (AHA) is a voluntary membership organization for all types of U.S. hospitals.

AHAID

Identification number assigned by the AHA to each hospital in the AHA Survey. (see below)

AHA Survey

American Hospital Association (AHA) Survey of Hospitals, collected on an annual basis includes numerous demographic, utilization, financial and other characteristics of hospitals in the U.S. and U.S. territories.

AHCPR

Agency for Health Care Policy and Research (AHCPR) was established in 1989. The AHCPR mission was to support, conduct, and disseminate research that improves access to care and the outcomes, quality, cost, and utilization of health care services. (see AHRQ)

AHRQ

Agency for Healthcare Research and Quality (AHRQ). Reauthorizing legislation passed in 1999 changing the name of the Agency for Health Care Policy and Research to that of the Agency for Healthcare Research and Quality. AHRQ is the lead agency charged with supporting research designed to improve the quality of health care, reduce its cost, and broaden access to essential services. AHRQ is guided by and supports the strategic goals of the Department of Health and Human Services.

ARF

Area Resource File (ARF) is a database maintained by the Bureau of Health Professions within the Health Resources and Services Administration. Data contains more than 7000 variables for every county in the U.S. and is used for health services research, health policy analysis and other geographic analyses. <<http://www.arfsys.com/overview.htm>>

AS Data

AS refers to ambulatory surgery. There are currently nine states that provide ambulatory data to the HCUP project.

BDOC

Refers to “book” documentation or reference documentation in the HCUP project. Includes supporting documentation files for the project such as technical supplements, data development software, and crosswalk files.

Central Distributor

Coordinated by AHRQ to publicly disseminate HCUP products and databases. Main functions at this time are to handle inquiries for SID files, process applications for purchase, collect data use fees, and distribute products.

Clinical Classification Software (CCS)

A software system or “clinical grouper” for clustering patient ICD-9-CM diagnoses and procedure codes into a manageable number of clinically meaningful categories. CCS was developed at AHRQ.

CODS

Center for Organization and Delivery Studies (CODS) is one of six centers or components found within AHRQ. CODS conducts and supports studies of the structure, financing, organization, behavior, and performance of the health care system and the providers within it.

Data Years

Data collection for the HCUP project does not coincide with calendar years, e.g., 1997 NIS was ready for release in December of 1999.

DRG

Diagnosis-Related Group (DRG) 495 classifications of patient diagnosis which demonstrate similar resource consumption and length-of-stay patterns.

DSHOSPID

Identifier codes assigned to hospitals by state data organizations.

DUA

Data Use Agreement (DUA) is a document informing HCUP data users of federal and state limits on disclosure, and prohibiting the identification of individuals directly or by inference. A signed DUA is required for the release of any HCUP database.

edoc

The term edoc (in lower case letters) is used in this document to refer to estimated date of contract.

EDOC*

EDOC (in capital letters) refers to the project name given to the Electronic DOCumentation system developed under HCUP. When referring to the documentation in the RFP we have added an asterisk to EDOC* to avoid confusion.

Encounter level data

Information about, or resulting from, a contact between a patient and a health care provider. Contains information about costs and services used. See: administrative data (McGlynn, E.A., 1998, Glossary).

Episode of illness

A sequence of care for a specific medical problem or condition from onset to resolution of the problem. An episode may extend over more than one encounter with physicians, hospital or ambulatory care facility.

HCUP

The Healthcare Cost and Utilization Project (HCUP) aims to bring together the data collection efforts of state data agencies, hospital associations, private data organizations, and the federal government to create a national health data resource.

HCUP-3

Previous name utilized by the HCUP project during the data years 1988-1996.

HIPAA

The Health Insurance Portability and Accountability Act of 1996. A provision of this act calls for the Department of Health and Human Services to implement Administrative Simplification. The purpose of this mandate is to simplify and modernize the health care system by standardizing electronic data interchange, and to protect the security and privacy of the transmitted data.

ICD-9-CM

The International Classification of Diseases, Ninth Revision, Clinical Modification, ICD-9-CM. A system of codes that classify diagnosis and procedures primarily for reimbursement purposes.

ICD-10

Revised ICD nomenclature was approved by the World Health Assembly in 1990. Initial target date for implementation was January 1993, but as of January 2000 the ICD-10 has not been implemented in the United States. It is unknown when the ICD-10 revision will take place.

MDC

Major Diagnostic Category (MDC) is broad classification of diagnosis, typically grouped by body system.

MOA

The Memorandum of Agreement (MOA) is a signed agreement between HCUP state partners and AHRQ. The MOA outlines the responsibilities of each party, specifies data elements that will be provided by the state partner, and identifies the data elements that the state allows AHRQ to release.

NASS

The Nationwide Ambulatory Surgery Sample will be explored as a future HCUP database similar in structure to the NIS.

NCHS

National Center for Health Statistics is part of the Centers for Disease and Control, U.S. Department of Health and Human Services.

NHDS

The National Hospital Discharge Survey is administered by the NCHS and based on data from a sample of 525 hospitals in the U.S.

NIS

Nationwide Inpatient Sample (NIS) is designed to approximate a 20 percent stratified sample of U.S. community hospitals. The NIS 1997 data year included 22 states.

NTIS

National Technical Information Service (NTIS) is the Federal Government's central source for the sale of scientific, technical, engineering, and related business information produced by or for the U.S. Government and complementary material. NTIS disseminates the Nationwide Inpatient Survey for the HCUP project. <http://www.ntis.gov/>

PDO

Private Data Organizations (PDO) are one source of data for the HCUP project. They are generally a hospital association, but may also be a non-profit information agency. Reporting of data to PDOs is generally voluntary.

Restricted Access Public Use

The term "restricted access" as used in HCUP documents refers to the requirement that all users must sign data use agreements and abide by the terms stated in those agreements.

SASD

State Ambulatory Surgery Databases (SASD) contain the universe of ambulatory surgery data collected from all community hospital discharges from HCUP participating states that have been translated into a uniform HCUP format.

SID

State Inpatient Databases (SID) contain the universe of inpatient data collected from all community hospital discharges from HCUP participating states that have been translated into a uniform HCUP format.

SOD

The HCUP State Outpatient Database (SOD) component consists of state data from assorted outpatient settings that have been translated into a uniform HCUP format. SOD components include Ambulatory Surgery, Emergency Department, and Ambulatory Care.

SDO

State Data Organizations (SDO) are another source of data for the HCUP project. SDOs are state-funded data agencies and generally reporting of data is mandated by state law.

UDOC

Refers to all archival information for the HCUP project such as hard-copy MOAs and recruitment records with partner states.

SECTION D - PACKAGING AND MARKING

The Contractor shall mark each delivery with the organizations name, contract number, item number, and quantity (indicating partial, full or final shipment. As appropriate, note on the face page of the report and when feasible on the binding (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2" etc.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

- a. The contracting officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

Agency for Healthcare Research and Quality
Executive Office Center
2101 East Jefferson Street
Rockville, Maryland 20852

E.2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No.	Title and Date
52.246-5	Inspection of Services-Cost Reimbursement (April 1984)

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (JUNE 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.	Title and Date
52.242-15	Stop Work Order (AUG 1989) Alternate I (APRIL 1984)

F.2 PERIOD OF PERFORMANCE

The period of performance for shall be as follows, unless extended by modification to this contract:

Year 1	September 1, 2000 through August 31, 2001
Year 2	September 1, 2001 through August 31, 2002
Year 3	September 1, 2002 through August 31, 2003
Year 4	September 1, 2003 through August 31, 2004
Year 5	September 1, 2004 through August 31, 2005

F.3 DELIVERY SCHEDULE

The items specified for delivery below are subject to the review and approval of the Project Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Project Officer.

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Project Officer, Agency for Healthcare Research and Quality, Center for Organization and Delivery Studies, 2101 East Jefferson St., Rockville, Maryland 20852 (Phone: **To Be Completed at Time of Contract Award**).

The Contractor shall submit the following items in accordance with the stated delivery schedule:

Delivery Schedule -

Notes:

All deliverables are annual and are to produced for each data year or project year unless otherwise specified.

If marked for delivery “to be determined (tbd)”, the offeror should propose the timing.

“edoc” = effective date of contract.

(#) = one time deliverable, not produced annually.

Quantity:

Reports and memos should be provided in 1 electronic copy and 3 hard copies.

Data files and supporting programs should be provided in 2 electronic copies (e.g. two CDROMs).

The electronic documentation system should be provided in 2 electronic copies (e.g. two CDROMs).

Data documentation and/or codebooks should be provided in 1 electronic copy and 3 hard copies.

DELIVERY SCHEDULE

RFP Section	Item #	Description	Quantity	Delivery Schedule
Transition Plan				
C.3.1	1	Draft plan for transfer of HCUP data and activities	As noted	2 weeks from edoc (#)
C.3.1	2	Final plan for transfer of HCUP data and activities	As noted	4 weeks from edoc (#)
C.3.1	3	Complete transfer of HCUP data and activities	As noted	2 months from edoc (#)
C.3.3.1	4	Documentation of Y2K compliance	As noted	2 months from edoc (#)
C.3.3.2	5	Documentation of quality assurance, software life cycle management and configuration change management solutions	As noted	1 month from edoc
C.3.3.3	6	Documentation of proposed IT components and solutions	As noted	1.5 months edoc (#)
Acquire Data/Recruitment Activities				
C.4.1.1	7	Memo - Potential state data elements	As noted	2 months from edoc
C.4.1.1	8	Draft Memorandums of Agreement (MOA)	As noted	1 month from edoc
C.4.1.1	9	Final MOAs	As noted	2 months from edoc
C.4.1.1	10	Completed and signed MOAs	As noted	tbd
C.4.1.2	11	Purchase and receive inpatient source data	As noted	3 months after state data available

RFP Section	Item #	Description	Quantity	Delivery Schedule
State Inpatient Database (SID)				
C.4.2.1.3	12	Memo – Creation of standardized HCUP formatted SID data	As noted	tbd
C.4.2.1.4	13	SID data files	As noted	tbd
C.4.2.1.5	14	Copy SID data files to AHRQ	As noted	6 months from edoc
C.4.2.2	15	SID documentation to AHRQ	As noted	4-6 months from edoc
C.4.2.3	16	Copy of SID data files and documentation to states	As noted	8 months from edoc
C.4.2.4	17	SID processing programs to AHRQ	As noted	8 months from edoc
C.4.3	18	1998 SID - repeat all the deliverables from C.4.1.2 through C.4.2.4	As noted	tbd (#)
Nationwide Inpatient Sample (NIS)				
C.5.1.2	19	Draft Report – NIS sampling and weighting strategy	As noted	4 months from edoc (#)
C.5.1.3	20	Final Report – NIS sampling and weighting strategy	As noted	5 months from edoc (#)
C.5.1.4	21	NIS data files	As noted	tbd
C.5.1.5	22	ZIP code link to HCUP	As noted	tbd
C.5.1.6	23	NIS weights file	As noted	tbd
C.5.2	24	NIS documentation to AHRQ	As noted	10 months from edoc
C.5.3	25	Preview copy of NIS data files to AHRQ	As noted	9.5 months from edoc
C.5.3	26	Master copy of NIS for AHRQ data files	As noted	10 months from edoc
C.5.3	27	Copy of NIS data files and documentation to states	As noted	11 months from edoc
C.5.4	28	NIS processing programs to AHRQ	As noted	11 months from edoc
C.5.5	29	1998 NIS - repeat all the deliverables from C.5.1.3 through C.5.4	As noted	tbd (#)
State Ambulatory Surgery Databases (SASD)				
C.6.1.1	30	Memo - Potential SASD state data elements	As noted	tbd
C.6.1.1	31	Draft SASD MOA	As noted	tbd
C.6.1.1	32	Final SASD MOA	As noted	tbd
C.6.1.1	33	Completed and signed SASD MOA	As noted	tbd
C.6.1.2	34	Purchase and receive SASD source data	As noted	tbd
C.6.2.1	35	Memo – Creation of standardized HCUP formatted SASD data	As noted	tbd
C.6.2.1	36	SASD data files	As noted	tbd
C.6.2.1	37	Copy of SASD data files to AHRQ	As noted	9 months from edoc
C.6.2.2	38	SASD documentation to AHRQ	As noted	9 months from edoc
C.6.2.3	39	Copy of SASD data files and documentation to states	As noted	10 months from edoc
C.6.2.4	40	SASD processing programs to AHRQ	As noted	10 months from receipt of data from states

RFP Section	Item #	Description	Quantity	Delivery Schedule
Nationwide Ambulatory Surgery Sample				
C.6.3.2	41	Draft Report - feasibility of constructing the NASS sampling frame	As noted	tbd (#)
C.6.3.3	42	Final Report – NASS sampling and weighting strategy	As noted	tbd (#)
C.6.3.3	43	NASS data files	As noted	tbd
C.6.3.3	44	ZIP code link	As noted	tbd
C.6.3.3	45	NASS weights file	As noted	tbd
C.6.3.4	46	NASS documentation to AHRQ	As noted	14 months from edoc
C.6.3.5	47	Copy of NASS data files to AHRQ	As noted	14 months from edoc
C.6.3.5	48	Copy of NASS data files and documentation to states	As noted	15 months from edoc
C.6.3.6	49	NASS processing programs to AHRQ	As noted	15 months from edoc
C.6.4	50	1998 SASD - repeat all deliverables from C.6 through C.6.2.4	As noted	tbd (#)
Emergency Department Databases				
C.7.1.1	51	Memo - Potential ED data elements	As noted	tbd
C.7.1.1	52	Draft ED MOA	As noted	tbd
C.7.1.1	53	Final ED MOA	As noted	tbd
C.7.1.1	54	Signed and completed ED MOA	As noted	tbd
C.7.1.2	55	Purchase and receive ED data	As noted	tbd
C.7.2.1	56	Memo - Creation of standardized HCUP formatted ED data	As noted	tbd
C.7.2.1	57	ED data files	As noted	tbd
C.7.2.1	58	Provide AHRQ with copy of ED data files	As noted	8 months from edoc
C.7.2.2	59	ED documentation to AHRQ	As noted	8 months from edoc
C.7.2.3	60	Copy of ED data files and documentation to states	As noted	9 months from edoc
C.7.2.4	61	ED processing programs to AHRQ	As noted	9 months from edoc
C.7.3	62	1998 ED -repeat all deliverables from C.7 through C.7.2.4	As noted	tbd (#)
Ambulatory Care/Office/Clinic Visit Databases				
C.8.1	63	Draft Report - Ambulatory care database feasibility	As noted	12 months from edoc (#)
C.8.1	64	Final Report - Ambulatory care database feasibility	As noted	14 months from edoc (#)
C.8.2.1	65	Memo - Potential ambulatory care data elements	As noted	tbd
C.8.2.1	66	Draft ambulatory care MOA	As noted	tbd
C.8.2.1	67	Final ambulatory care MOA	As noted	tbd
C.8.2.1	68	Completed and signed MOA	As noted	tbd
C.8.2.2	69	Purchase and receive ambulatory care data	As noted	tbd
C.8.3.1	70	Memo - Creation of standardized HCUP formatted ambulatory care data	As noted	tbd
C.8.3.1	71	Ambulatory care data files	As noted	tbd
C.8.3.1	72	Copy of data files to AHRQ	As noted	19 months from edoc
C.8.3.2	73	Ambulatory care documentation to AHRQ	As noted	19 months from edoc

RFP Section	Item #	Description	Quantity	Delivery Schedule
C.8.3.3	74	Copy of ambulatory care data files and documentation to states	As noted	20 months from edoc
C 8.3.4	75	Ambulatory care processing programs to AHRQ	As noted	20 months from edoc
Construction and Management of Data Files				
C.9.3	76	Data File Maintenance System Memo	As noted	Every 6 months
C.9.3	77	Data File Maintenance System List	As noted	Every 6 months
HCUP AHA Survey Year Files				
C.10.1.2	77	AHA crosswalk file to AHRQ	As noted	As state files are received
C.10.1.3	79	AHA analytic file	As noted	2 weeks after crosswalk file
C.10.1.4	80	Summary tables to compare AHA/state data	As noted	2 weeks after crosswalk file
C.10.1.5	81	Hospital closing/merger file	As noted	6 months after receipt of AHA survey files
C.10.2.1	82	Document AHA Annual Survey changes	As noted	6 months after receipt of AHA survey files
C.10.2.2	83	AHA notebook of variable documentation	As noted	6 months after receipt of AHA survey files
Documentation System				
C.11	84	Draft Report - Overview of HCUP process and databases	As noted	12, 36, and 58 months from edoc
C.11	85	Final Report - Overview of HCUP process and databases	As noted	14,38, and 60 months from edoc
C.11.1	86	Memo - Design options for electronic documentation system	As noted	2.5 months from edoc (#)
C.11.1	87	Draft plan for development of electronic documentation system	As noted	3.5 months from edoc (#)
C.11.1	88	Demonstration of electronic documentation system	As noted	4 months from edoc (#)
C.11.1	89	Final plan for electronic documentation system	As noted	4.5 months from edoc (#)
C.11.1	90	Electronic documentation system	As noted	7 months from edoc
C.11.1	91	Maintain and update the electronic documentation system	As noted	Ongoing
C.11.3	92	Archive hard copies of state recruitment activities	As noted	Every 6 months
C.11.4	93	Documentation of software	As noted	1.5 months from (#)
Summary Statistics and Special Analyses				
C.12	94	Outline of report	As noted	3 weeks from initiation of task
C.12	95	Draft report	As noted	1.5 months before completion of task
C.12	96	Final report	As noted	At completion of task

RFP Section	Item #	Description	Quantity	Delivery Schedule
Central Distributor (CD)				
C.13.1.1	97	Draft MOA for participation in HCUP CD for SID	As noted	3 months from edoc, annually
C.13.1.1	98	Final MOA for participation in HCUP CD for SID	As noted	2 weeks after comments from AHRQ
C.13.1.1	99	Signed and completed MOA	As noted	3 months from mailing
C.13.1.2	100	SID data files for restricted access public release	As noted	6.5 months from edoc
C.13.1.2	101	Copy of SID public release files to AHRQ	As noted	6.5 months from edoc
C.13.1.3	102	Documentation for SID restricted access public release data files	As noted	Periodically based on number of participants, up to 4 per year
C.13.1.4	103	Draft MOA for participation in HCUP CD for SASD	As noted	3 months from edoc
C.13.1.4	104	Final MOA for participation in HCUP CD for SASD	As noted	2 weeks after comments from AHRQ
C.13.1.4	105	Signed and completed MOA	As noted	3 months from mailing
C.13.1.4	106	SASD data files for restricted access public release	As noted	10.5 months from edoc
C.13.1.4	107	Copy of SASD public release files to AHRQ	As noted	10.5 months from edoc
C.13.1.4	108	Documentation for SASD restricted access public release data files	As noted	Periodically based on number of participants, up to 4 per year
Customized Files				
C.13.2	109	Memo - Evaluation of state partner interest and demand for customized SID files	As noted	18 months from edoc (#)
C.13.2.1	110	Draft MOA for participation in HCUP CD for SID	As noted	tbd
C.13.2.1	111	Final MOA for participation in HCUP CD for SID	As noted	tbd
C.13.2.1	112	Signed and completed MOA	As noted	tbd
C.13.2.3	113	Written description of requested customized files	As noted	tbd
C.13.2.3	114	Customized files and documentation	As noted	tbd
Tracking and Distribution System				
C.13.3.2	115	Draft copy of updated application kit	As noted	12 months from edoc and up to 4 times per year as needed
C.13.3.2	116	Final copy of updated application kit	As noted	2 weeks after comments from AHRQ
C.13.3.3	117	Update tracking and distribution system	As noted	5 times per year
C.13.4.2.1	118	Activity reports on CD activities	As noted	Monthly
C.13.4.2.2	119	Report on evaluation of tracking and distribution system	As noted	14 months from edoc
C.13.4.2.2	120	Update report format	As noted	Every 4 months
C.13.5	121	Workgroup support documentation	As noted	tbd

RFP Section	Item #	Description	Quantity	Delivery Schedule
C.13.5	122	Dissemination workgroup reports, tables, etc.	As noted	tbd
Other Central Distributor Activities				
C.13.6	123	Draft Report - Evaluation of advisability and feasibility of sensitive variables file	As noted	18 months from edoc (#)
C.13.6	124	Final Report - Evaluation of advisability and feasibility of sensitive variables file	As noted	20 months from edoc (#)
C.13.6	125	Sensitive variables file and documentation	As noted	22 months from edoc
C.13.6	126	Copy of sensitive variables file to AHRQ	As noted	24 months from edoc
C.13.6	127	Return sensitive variables file and documentation to states and AHRQ	As noted	24 months from edoc
C.13.7	128	Create restricted access public release SID and documentation for previous data years	As noted	24 months from edoc
C.13.8	129	Report on evaluation of tracking and distribution system	As noted	15 months from edoc
C.13.8	130	New or refined tracking and reporting system	As noted	18 months from edoc
Specialized Databases				
C.14.1	131	Draft report - Sampling strategy and sampling frame	As noted	Within 2 months after initiation of task
C.14.1	132	Final report - Sampling strategy and sampling frame	As noted	Within 3 months after initiation of task
C.14.4	133	Create data files	As noted	Within 4 months after initiation of task
C.14.5	134	Create weights files	As noted	Within 6 months after initiation of task
C.14.6	135	Documentation of datasets	As noted	At the time of data file delivery
C.14.7	136	Report -evaluation of new dataset	As noted	At time of data file delivery
C.14.8	137	Draft MOA for participation in HCUP CD for specialized datasets	As noted	tbd
C.14.8	138	Final MOA for participation in HCUP CD for Specialized datasets	As noted	tbd
C.14.9	139	Dissemination materials	As noted	9 months from edoc
C.14.10	140	Specialized datasets	As noted	9 months from edoc
C.14.11	141	Dissemination through Central Distributor	As noted	10 months from edoc

RFP Section	Item #	Description	Quantity	Delivery Schedule
Activities for Subsequent Years				
C.15.1.2	142	Memo listing new diagnosis and procedure codes with impact on diagnosis and procedure screens used in processing	As noted	Within 2 months of release of new ICD-9 codes
C15.1.3	143	Assign Grouper Software	As noted	Within 2 months of release of new grouper software
C.15.1.4	144	Report - Severity Adjustment Software	As noted	tbd
C.15.2.1	145	Annual HCUP activities report	As noted	8 months from edoc; 19 months from edoc; and annually thereafter
C.15.2.3	146	Annual SID and SID Central Distributor	As noted	Annually
C.15.2.4	147	Annual NIS	As noted	Annually
C.15.2.5	148	Annual SOD	As noted	Annually
C.15.2.6	149	Documentation of annual databases	As noted	Annually
C.15.2.8	150	Update to state partner inventory of health care data availability	As noted	Ongoing
C.15.3.2	151	Nationwide inventory of state data collection activities	As noted	36 months from edoc
Confidentiality and Security Protections				
C.16.2.	152	Draft memo - Security document	As noted	2 months from edoc (#)
C.16.2	153	Final memo - Security document	As noted	3 months from edoc (#)
C.16.2.1	154	Outline for securing source data	As noted	1 month from edoc (#)
C.16.3	155	Memo on evaluation of potential disclosure risk of HCUP data	As noted	8 months and 12 months from edoc, then annually
C.16.4	156	Memo on de-identification of data while maintaining linkages across databases	As noted	13 months from edoc (#)
Project Management				
C.18.2.1	157	Orientation Meeting	As noted	10 days from edoc
C.18.2.1	158	Workplan/Schedule/Timeline	As noted	1 month from edoc and annually
C.18.3	159	Draft project management plan	As noted	1.5 months from edoc; thereafter every 12 months from edoc
C.18.3	160	Final project management plan	As noted	2.5 months from edoc; thereafter every 13 months from edoc
C.18.4	161	Progress reports	As noted	Monthly
C.18.4	162	Draft final project report	As noted	54 months from edoc (#)
C.18.4	163	Final project report	As noted	60 months from edoc (#)
C.18.5	164	Draft transition plan	As noted	54 months from edoc (#)
C.18.5	165	Final transition plan	As noted	58 months from edoc (#)
	166	Subcontracting Report for Individual Contracts (SF 294)	3 (1 original and 2 copies)	April 30 (annually) October 30 (annually) to Contracting Officer

RFP Section	Item #	Description	Quantity	Delivery Schedule
	167	Summary Subcontractor Report (SF 295)	2	October 30 (annually) 1 copy to the Office of Small & Disadvantaged Business Utilization (DHHS) and 1 copy to the Contracting Officer
	168	Small Disadvantaged Business Participation Report (Optional Form 312)	1	At contract completion to the Contracting Officer

The above items shall be addressed and submitted to the Government Project Officer. In addition, one copy of the monthly progress report (Item #161), the final project report (Item #163) and the Subcontracting and Small Disadvantaged Business Reports (Item #'s 166, 167 and 168), shall be submitted to the Contracting Officer at the following address:

Agency for Healthcare Research and Quality
ATTN: Contracting Officer
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in Section I.2 of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these individuals from this contract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable.

G.2 PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

(TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The project officer(s) is/are responsible for: (1) monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the contracting officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The contracting officer is the only person with authority to act as an agent of the Government under this contract. Only the contracting officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

G.3 INVOICE SUBMISSION

a. INVOICE SUBMISSION

Billing Instructions are attached and made part of this contract. Instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (JUNE 1997).

Invoices/financing requests shall be submitted in an original and five copies to:

Contracting Officer

Agency for Healthcare Research and Quality
Division of Contracts Management
Executive Office Center
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

G.4 INFORMATION ON VOUCHERS

- (1) The Contractor agrees to include the following minimum information on vouchers:
 - (a) Contractor's name and invoice date;
 - (b) Contract Number;
 - (c) Description and price of services actually rendered;
 - (d) Other substantiating documentation or information as required by the contract;
 - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
 - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
 - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
 - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
 - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
 - (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
 - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
 - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
 - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.

- (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
 - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
 - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
 - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

PSC Finance
Parklawn Building, Room 16-23
5600 Fishers Lane
Rockville, Maryland 20857
Telephone Number (301) 443-6766

G.5 INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment, incorporated by reference in this contract, in Part II, Section I, the primary contact point responsible for negotiating provisional and/or final indirect cost rates is the cognizant contracting official as set forth in FAR Subpart 42.7 - Indirect Cost Rates.

Reimbursement will be limited to the rates and time periods covered by the negotiated agreements. The rates, if negotiated, are hereby incorporated without further action of the contracting officer.

G.6 ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted, in writing, to the finance office designated in the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

Section 903(c) of the Public Health Service Act (PHS Act), 42 U.S.C. 299a-1, states in part that "No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title, may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented...to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented...to its publication or release in other form."

To ensure compliance with these requirements and to fulfill the mandate of 923(b)(1) of the PHS Act, 42 U.S.C. 299c-2(b)(1), to assure that statistics developed with AHRQ support are of high quality, comprehensive, timely, and adequately analyzed, except as otherwise provided in this contract, the Agency for Healthcare Research and Quality (AHRQ) must, prior to dissemination by the contractor, review all reports, presentations, or other disclosures that contain information, statistics, analytical material, or any other material, which is based on or derived from work performed under this contract. Accordingly:

- (a) Except as provided in H.1(c), (e), and H.2(d), the contractor will not publish, have published, or otherwise disseminate any material resulting or derived from the work performed for AHRQ-funded research, except in accordance with the terms or conditions required by the Project Officer or until AHRQ has published the results of the research.
- (b) AHRQ will, within three months of the receipt of any proposed publication, presentation, or any other disclosure of materials derived from information collected or produced for a particular report use best effort to review the proposed report, presentation, or other text to assure that (1) identifiable information is being used for the purpose for which it was supplied; (2) the privacy of individuals supplying the information or described in it is not violated; and (3) the quality of statistical work meets the statutory standards cited above.
- (c) Except as provided in H.1(e), in the event no written conditions or approval are received from the Project Officer by the end of the three month period following submission of a request (that is accompanied by the proposed text) to publish a report or to make a presentation or other disclosure of material derived from work performed for AHRQ-funded research), the contractor may publish, present, or otherwise disclose this material subject to the restrictions of Section 903(c). However, the contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract, the following disclaimer:

"THIS REPORT (*or other appropriate description of publication*) HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY"

- (d) Whether or not written approval of the Project Officer is received, the contractor must:

- . print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released; or
- . preceding any presentation or other oral disclosure of such material make the following statement:

"IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."

- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.1(a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

H.2 RIGHTS IN DATA -- SPECIAL WORKS (FAR Clause 52-227-17 June 1987) (DEVIATION)

- (a) Definitions

"Computer software", as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data", as used in this clause, means recorded information, regardless of form or media on which it may be recorded (e.g., reports, tabulations, questionnaires, punch cards, data tapes, data files, tables, data processing and computer programs, graphic representations, sound recordings, form, work flow charts, equipment descriptions, and works of any similar nature). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional

characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Unlimited rights", as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for Agency for Healthcare Research and Quality purposes, and to have or permit others to do so for Agency for Healthcare Research and Quality purposes. (Used AHCPH previously)

(b) Allocation of Rights

(1) The Government shall have:

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright

(1) Data first produced in the performance of this contract

- (i) The contractor agrees not to assert, establish, or authorize other to assert or establish, any claim to copyright subsisting in any data first produced in the performance of the contract without prior written permission of the contracting officer. When claim to copyright is made, the contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

The contractor grants to the Government and the Government's licensees, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for Government purposes.

- (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set

forth in subdivision (c)(1)(i) of this clause, the contracting officer may direct the contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

2) Data not first produced in the performance of this contract.

The contractor shall not, without prior written permission of the contracting officer, incorporate in the data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the contractor identifies such data and grants to the government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and Use Restrictions

Except as otherwise specifically provided for in this contract (e.g., H.2(e)), the contractor shall not use for purposes other than the performance of this contract, nor shall the contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without prior written permission of the Project Officer or until AHRQ has published the evidence report or technology assessment (substitute research) for which the data were first produced.

(e) Indemnity

The contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, included costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data.

The provisions of this paragraph do not apply unless the Government provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction. Further, these provisions do not apply to material furnished to the contractor by the Government and incorporated in data to which this clause applies, nor in cases where Government officers, agents, and employees are solely at fault.

(f) The contractor must release all required deliverables under this contract solely in accordance with the reporting requirements of this contract.

(g) In accordance with the **Federal Register** (Vol. 57, No. 167, August 27, 1992, pp:38845-38848) the contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.

(h) Whenever any data is to be developed by a subcontractor under this contract, the contractor must include the terms of H.2(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor

engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

H.3 DEBARMENT

Violation of the special provisions of this contract entitled **RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT, and RIGHTS IN DATA - SPECIAL WORKS** will be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect AHRQ statutory obligations and responsibilities. Such violations, as well as other violations, of the contract terms which are deemed serious, could result in the initiation of debarment proceedings in accordance with the Federal Acquisition Regulations and the Department of Health and Human Services implementing regulations.

H.4 NON-ALLOWABLE CONTRACT COST PROVISION

It is understood that work to be performed under this contract will be undertaken only after the Project Officer has provided specific guidance as to the work to be done. Accordingly, there will be no costs billed or paid for under this contract that are not directly attributable to the performance of specifically assigned work under the terms of this contract.

H.5 SUBCONTRACTS

The contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2 H.3, and H.4. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

Award of any subcontract is subject to the written approval of the Contracting Officer upon review of the supporting documentation as required by FAR Clause 52.215-12, Subcontractor Cost or Pricing Data, of the General Clauses incorporated into this contract. A copy of the signed subcontract shall be provided to the Contracting Officer.

H.6 LATE PAYMENTS TO THE GOVERNMENT

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

- a. The basis of indebtedness.
- b. The amount due.
- c. The fact that interest will be applied if payment is not received within 30 days from the date of mailing of the notice.
- d. The approximate interest rate that will be charged.

H.7 PRIVACY ACT

The Privacy Act clauses cited in Section I (FAR 52.224-1 and 52.224-2) are applicable to the consultant records kept by the Contractor for the Agency for Healthcare Research and Quality.

You are hereby notified that the Contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(i)) to the same extent as employees of the Department. The Contractor shall assure that each Contractor employee is aware that he/she can be subjected to criminal penalties for violations of the Act. Disposition instructions: Records are to be destroyed after contract closeout is completed and final payment is made and in accordance with IRS regulations.

H.8 PRO-CHILDREN ACT of 1994

The Pro-Children Act of 1994, P.L. 103-227, imposes restrictions on smoking where certain federally funded childrens' services are provided. P.L. 103-227 states in pertinent part:

"PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. In addition, P.L. 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children."

PART II - CONTRACT CLAUSES (2/00-DCM)
(FAC 97-15)
SECTION I
CONTRACT CLAUSES
GENERAL CLAUSES FOR A
COST-PLUS-A-FIXED-FEE CONTRACT

I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be assessed electronically at this address:
<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.	Title and Date
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (APR 1998)
52.216-8	Fixed Fee (MARCH 1997)

52.217-2	Cancellation Under Multiyear Contracts (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 1999)
52.219-9	Small Business Subcontracting Plan (OCT 1999) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 1996)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)
52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)

52.232-25	Prompt Payment (JUN 1997)
52.232-34	Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (OCT 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

HHSAR Clause No.	Title and Date
352.202-1	Definitions (APRIL 1984) Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)

352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

The following clause is applicable to this contract and is provided in full text:

I.2 KEY PERSONNEL (APRIL 1984)(HSAR 352.270-5)

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>No. of Pages</u>
1. List of Reference Materials	2
2. Past Performance Questionnaire and Contractor Performance Form	5
3. DHHS Small Disadvantaged, Hubzone and Women-Owned Small Business Subcontracting Plan	8
4. SF LLL-A, Disclosure of Lobbying Activities	3

NOTE: ALL ATTACHMENTS ARE LOCATED AT THE END OF THIS REQUEST FOR PROPOSAL

(FAC 97-15)

**PART IV. REPRESENTATIONS AND INSTRUCTIONS
SECTION K**

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.406-5	Representations and Certifications
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996)
K.7	RESERVED	
K.8	FAR 52.215-6	Place of Performance (OCT 1997)
K.9	FAR 52.219-1	Small Business Program Representations (MAY 1999)
K.10	FAR 52.219-22	Small Disadvantaged Business Status (Oct 1999)
K.11	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.12	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.13	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.14	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 1996)
K.15	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate (FEB 2000)
K.16	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 1997)
K.17	FAR 52.230-1	Cost Accounting Standards Notice and Certification (APR 1998)
K.18	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.19	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND CERTIFICATIONS

TO BE COMPLETED BY THE OFFEROR: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.)

The Offeror makes the following Representations and Certifications as part of its proposal. (Check or complete all appropriate boxes or blanks on the following pages.)

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will

not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

- (a) Definitions:

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

- () TIN: _____

- () TIN has been applied for.

- () TIN is not required because:

- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state, or local government.

- (e) Type of organization.

- () Sole proprietorship;

- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other_____.

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

Name_____

TIN_____

(End of provision)

K.5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999) (FAR 52.204-5)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation.[*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.*] The offeror represents that it is [] a women-owned business concern.

(End of Provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that–

(i) The Offeror and/or any of its Principals–

- (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [] have not [] , within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(l)(i)(B) of this provision.
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 Reserved

K.8 PLACE OF PERFORMANCE(OCT 1997) (FAR 52.215-6)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend (check applicable box) to use one or more

plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces required information:

Place of Performance (Street
Address, City, County State,
Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than Offeror or
respondent

(End of provision)

K.9 SMALL BUSINESS PROGRAM REPRESENTATIONS(MAY 1999) (FAR 52.219-1)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is **7379**.
(2) The small business size standard is **\$18 million**.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]
The offeror represents, for general statistical purposes that it [] is [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]
The offeror represents as part of its offer that it [] is [] is not a women-owned small business concern.

- (c) Definitions.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as used in this provision, means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
 - (i) be punished by imposition of a fine, imprisonment, or both;
 - (ii) be subject to administrative remedies, including suspension and debarment; and
 - (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Nov 1999) As prescribed in 19.307(a)(2), add the following paragraph (b)(4) to the basic provision:

- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (SBA), and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the SBA in accordance with 13 CFR part 126 and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name and names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.10 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)(FAR 52.219-22)

(a) *General.*

This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status

as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since certification.

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____)

(c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K.11 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (FAR 52.222-21)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

K.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS(FEB 1999) (FAR 52.222-22)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.13 AFFIRMATIVE ACTION COMPLIANCE(APR 1984) (FAR 52.222-25)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2,

or

- (b) It [] has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

(End of provision)

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - (i)The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii)The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
 - (iii)The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
 - (iv)The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.
 - (v)The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000) (FAR 52.225-2)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program - Supplies", and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (b) Foreign End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition

(End of provision)

K.16 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)(FAR 52.226-2)

- (a) *Definitions.* As used in this provision-“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration , and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1).

- (b) *Representation.* The offeror represents that it-
 ___ is ___ is not a Historically Black College or University;
 ___ is ___ is not a Minority Institution

(End of Provision)

K.17 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998) (FAR 52.230-1)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48CFR 9903.201-2(c)(5) or 9903.201-2(c)(6),respectively.

- I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity, as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes

before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of Provision)

ALTERNATE I (APR 1996)

(5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(a) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

(b) The Disclosure Statement will be submitted within the six month period ending _____ months after receipt of this award.

Name and Address of cognizant ACO or Federal Official where Disclosure Statement is to be filed: _____

(END OF ALTERNATE I)

K.18 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

CERTIFICATE OF CURRENT COST OR PRICING DATA

When cost or pricing data are required, the contracting officer shall require the contractor to execute a Certificate of Current Cost or Pricing Data using the format in this paragraph, and shall include the executed certificate in the contract file.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation(FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification, in writing, to the

contracting officer or the contracting officer's representative in support of _____ * are accurate, complete, and current as of _____ **.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

NAME _____ Signature _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Request for Proposal number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

K.19 ENVIRONMENTAL TOBACCO SMOKE

The Public Health Service strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Organization: _____

Signature _____ Title _____

Date _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1988) (FAR 52.252-1)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make the full text available.

- a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions
 - (1) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
 - (2) 52.215-16 Facilities Capital Cost of Money (OCT 1997)

L.2 DATA UNIVERSAL NUMBERING (DUNS) NUMBER (JUNE 1999) (FAR 52.204-6)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

**L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000)
ALTERNATE I (OCT 1997)(FAR 52.215-1)**

(a) *Definitions.* As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submissions, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.4 TYPE OF CONTRACT (APRIL 1984)(FAR 52.216-1)

It is anticipated that one (1) award will be made from this solicitation and that the award will be made on/about **August 31, 2000**.

It is anticipated that the award from this solicitation will be a multi-year cost reimbursement type completion contract with a period of performance of approximately five (5) years.

L.5 SERVICE OF PROTEST(AUG 1996)(FAR 52.233-2)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Director, Division of Contracts Management
Agency for Healthcare Research and Quality
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 POINT OF CONTACT FOR TECHNICAL INQUIRIES

The technical contact for additional information and answering inquiries is the Contracting Officer.

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **April 28, 2000**. Answers to questions shall be sent to each prospective offeror by solicitation amendment.

Questions should be sent both in hard copy (by mail or fax) **AND** electronically via e-mail with the questions provided as an attachment either in Word or WordPerfect format to Darryl Grant, dgrant@ahrq.gov.

Mail inquiries to:

Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, MD 20852
Attention: Darryl Grant, Contracting Officer
Fax: (301) 443-7523

L.7 REFERENCE MATERIALS

All reference materials may be accessed at an extranet web site from the release date of the RFP to the closing date. Reference material will be located at the following URL: <http://198.179.0.100:8040/hcupref> entitled "Reference Materials for the Healthcare Cost and Utilization Project (HCUP) RFP # AHRQ-00-0004". A password is required for offerors to access the site and is available by contacting Carol Stocks at hcuprpf@ahrq.gov or calling (301) 594-2084. Offerors are also strongly encouraged to explore the public HCUP web site for a wealth of detailed information on project history, partnerships, and database descriptions, including data elements. The HCUP web site can be found at <http://www.ahrq.gov/data/hcup/>. Failure of offerors to examine the reference material prior to proposal preparation and submission will be at the offeror's risk.

L.8 GENERAL INSTRUCTIONS

Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions:

- a. Contract Type and General Provisions: It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
 - I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
 - II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.10).

- III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.11)
 - IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.12)
 - V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.13).
- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; (3) Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.
 - d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
 - e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.
 - f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.
 - g. Privacy Act: The Privacy Act of 1974 (Public Law (P.L.) 93-579) requires that a Federal agency advise each individual whom it asks to supply information: 1) the authority which authorized the solicitation; 2) whether disclosure is voluntary or mandatory; (3) the principal purpose or purposes for which the information is intended to be used; (4) the uses outside the agency which may be made of the information; and 4) the effects on the individual, if any, of not providing all or any part of the requested information.

Therefore:

- (1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
- (2) Provisions of the information requested are entirely voluntary.
- (3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

- (4) Failure to provide any or all of the requested information may result in a less than adequate review.
- (5) The information provided by you may be routinely disclosed for the following purposes:
 - to the cognizant audit agency and the General Accounting Officer for auditing;
 - to the Department of Justice as required for litigation;
 - to respond to Congressional inquiries; and
 - to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of AHRQ contracting programs. Authority for requesting this information is provided by Section 305 and Title IV of the Public Health Service Act, as amended.

- h. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this or any acquisition action.

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

L.9 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and ten (10) copies. The technical proposal described below **shall be limited to 250 double-spaced pages**, not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

- a. Recommended Technical Proposal Format

To assist in the expeditious and comprehensive evaluation of your proposal, the Government desires that you follow the guidelines and format listed below:

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.

- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria A through F below (including their subcriteria). Evaluation criteria G and H are to be prepared in accordance with Sections L.10 and L.11. The offeror shall further state that no deviations or exceptions to the SOW are taken.

Methodologies followed by the previous contractor are provided in this RFP with varying levels of detail to provide insight into the complexity of the HCUP project. Because HCUP is a continuing project in which future activities will need to be compatible with previous approaches, a fair amount of detail is provided to illustrate the approaches and steps undertaken. However, unless specifically stated, the methodologies described are primarily provided as examples. **Offerors are strongly encouraged to propose alternative, technologically and cost-efficient methods for achieving HCUP goals when appropriate.** Ideally, proposed approaches will maintain compatibility with previous HCUP data years while identifying methodologies that take maximum advantage of state-of-the-art data processing techniques that will carry the project forward over the next five years. Offerors are encouraged to apply innovative technology and efficient approaches to document all components of HCUP.

Technical proposals submitted in response to this RFP shall address each of the items described below, and shall be organized in the same manner and within the page limitations specified. Proposals shall be prepared in double-spaced format, with numbered pages.

The evaluation criteria (and their respective subcriteria) are as follows:

A Proposed Technical Approach

The offeror should describe the approach with respect to the requirements of this acquisition, including:

Database file construction and management, and Information Technology (IT) solutions including procedures, technical solutions and software / hardware architectures for: (1) processing, (2) documentation, (3) maintaining the integrity and security of the data files, (4) assuring high quality software programming, testing and quality assurance; (5) software life-cycle management and software configuration control management; and (6) operations, backup / recovery and security of all IT needed to support HCUP processing;

Approach to constructing research files from multiple data sources that result in files that are uniformly structured while retaining the greatest detail feasible in a cost effective manner.

Sample design, including methods to ensure that the databases can produce generalizable research results and accurate national estimates;

Method for recruiting and collecting data from multiple sources;

Approach to protecting data security and confidentiality;

Producing and disseminating the documentation of data files for AHRQ and outside users;

Completing the 1998 data processing as quickly and efficiently as possible without causing delay in 1999 or 2000 data processing;

Providing a timeline for the major tasks for the 5 years of the project period;

Propose the timing for all project tasks that are not specified in the Delivery Schedule and are marked to be determined "tbd";

Assess the reasonableness of project task timelines and provide a discussion in support of their ability to meet the deadlines or propose alternative timelines;

The plan for organizing the close-out of and transition from the preceding contractor to a new contractor. Including, where applicable, transferring complete responsibility for all files, documentation, and software within 60 days of the effective date of the contract and assuring that all of the ongoing activities listed above are fully staffed and operational within 60 days of the effective date of the contract. (The HCUP incumbent should describe instead the process for successful close-out of the preceding contract including any necessary disposition of files, documentation and software, and any implications for the new contract start-up.); and

Innovative approaches to all aspects of the HCUP project that maintain quality and decrease costs and/or time.

B. Organizational/Corporate Experience

Offerors should list and summarize any contracts (state or federal) or grants (state, federal, or private foundation) recently completed (within the last 3 years - since January 1, 1997), or that are currently in process, and describe the relevance to the tasks, sub-tasks, and associated activities that may be performed under this contract. The Offeror shall demonstrate the extent, relevance, and quality of their corporate experience as it relates to the requirements of this acquisition, including the following:

At least 5 years of experience and demonstrated success in:

Building, managing, and analyzing a large administrative encounter-level database in direct support of health services research;

Developing formal systems for monitoring and maintaining efficiency and quality in the use of computer and programmer resources;

Conducting complex programming in support of sample design and other statistical software, use of PC-based and mainframe software such as SAS, SPSS, and SUDAAN;

Developing sample design and sampling weights to produce nationwide/national or other such estimates;

Producing data files from large administrative encounter-level data for independent use by other organizations; and

Producing electronic and hard-copy documentation from large administrative encounter-level data for independent use by other organizations; and

Demonstrating the ability to maintain and manage multiple complex activities concurrently at the highest level of professional and scientific quality.

At least 3 years of experience in:

Recruiting data partners, coordinating and negotiating with outside agencies for data purchase and collection, and providing technical assistance to data organizations.

C. Qualifications of Proposed Staff, Including Consultants

The offeror shall provide (1) the resumes of all key personnel (generally senior and junior technical staff) describing their qualifications as they relate to the requirements of this solicitation and (2) a person loading chart. The offeror is expected to be specific in describing the proposed personnel and their relevant qualifications and experience, including their background and experience as they relate to the requirements of this acquisition. It is anticipated that a staff equivalent of approximately 12 -15 FTEs should be devoted annually to this contract.

The offeror should also describe:

1) The experience of the Project Director as it relates to the requirements of this acquisition as evidenced by educational attainment, employment history, experience and specific professional, scientific or technical accomplishments, including the minimum experience requirements below. The Project Director should be a highly qualified senior staff member who is available on a day-to-day basis to direct and monitor the project contract and the associated technical tasks.

At least 5 years of experience in each of the following:

Directing the development and maintenance of a large administrative encounter-level data in direct support of health services research;

Data processing management, including responsibility for the recruitment and supervision of programming staff, directing multiple simultaneous data processing tasks, providing fiscal controls, and overseeing technical components in a timely and efficient manner;

Production of public use data files and documentation, from large administrative encounter-level data, for independent use by persons not affiliated with the originating organization;

Use of personal computers in health services research, including use of tools such as SAS, SUDAAN, sampling and development of sample;

The Project Director must also have experience exhibiting:

Excellent overall project management skills that include substantive/technical areas, teamwork, budget management, cost control, flexibility, and the ability to produce deliverables on-time, within budget, and of exceptionally high technical quality;

Excellent verbal and written communication skills.

2) The experience of staff and consultants as it relates to the requirements of this acquisition as evidenced by educational attainment, employment history, experience and specific professional, scientific or technical accomplishments.

Minimum requirements with respect to specific types of programming skill/experience are given below: Approximately one-half of the proposed staff should have each of the following:

5 years or more of experience regularly programming in such applications as SAS, GAUSS, STATA;

2 years or more of formal education in a health-related field or social science;

3 years or more of experience in collaborating in the development of electronic and hard-copy documentation and preparation of data files from large administrative encounter-level data for independent use by persons not affiliated with the originating organization;

3 years or more of experience in linking large administrative encounter-level data to other large multi-user databases including but not limited to data from the Medicare Cost Report, American Hospital Association Annual Survey, Area Resource File, Current Population Survey files, Zip Code level files;

3 years or more of experience in experience in using other large claims or discharge databases such as, but not limited to, data from the Healthcare Cost and Utilization Project, Current Population Survey, American Hospital Association files, and Survey on Income and Program Participation;

3 years experience in ICD coding and clinical software (DRGs, disease staging, etc.);

At least one programmer with 2 or more years experience in HTML programming and other web site support activities.

In addition, the contractor must provide:

At least 2 of the staff should be highly organized and detail oriented with excellent communication skills with 3 or more years of experience in recruiting data partners, coordinating with outside agencies, preparing agreements for the uses and restrictions of their data, overseeing the process of data purchase and collection, and providing technical assistance to data organizations.

A senior statistician with at least 5 years experience.

At least one statistical programmer with 5 or more years of experience in the sample selection, creation of sampling weights and sampling frames for health databases;

At least one programmer with at least 2 years or more experience in working with the IBM facilities of CIT, NIH; and

At least 2 of the staff should have experience using database management tools such as Microsoft Access and other software for presentations; and

At least one of the staff should have expertise with data confidentiality and security issues.

D. Project Management

The offeror shall describe the organizational structure and management systems, including the management of subcontractors, multiple simultaneous tasks with competing needs, the personnel assigned to each task (including on-site activities) and the labor hours proposed, the plan for ensuring availability of adequate staff, the plan for reporting the required technical and cost information to the Government (including problems and action needed in technical and cost areas), the system for maintaining efficient use of computer and programmer resources, and planned methods for assuring the successful completion of all tasks within the time and budget allocated. Offerors should also specify how the contractor, consultants and/or subcontractors will work together to assure timely, quality research products.

E. Facilities and Equipment

The offeror shall describe the suitability, quality and cost-efficiency of their facilities and equipment available for the performance of all requirements of this acquisition. There will be daily interaction between agency research staff and the Offeror's staff so suitable logistical plans to facilitate communications and meetings must be addressed.

F. Understanding the Problem

Offerors shall demonstrate an understanding of the requirements and objectives of this acquisition (including the types of data sources to be used), and the problems that are likely to be encountered.

L.10 PAST PERFORMANCE INFORMATION

Offerors shall submit the following information in an original and ten (10) copies as part of their proposal for both the offeror and proposed major subcontractors:

- (1) Provide a listing of the offeror's recently completed (within the last 3 years - since January 1, 1997) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts/grants should provide evaluations forms for contracts/grants and subcontracts as required above for all key personnel.

Include the following information for each contract, subcontract or grant:

- A. Name of contracting/grant activity
 - B. Contract/Grant number
 - C. Contract/Grant type
 - D. Total contract/grant value
 - E. Brief description of Contract/Grant
 - F. Contracting Officer and telephone number
 - G. Program Manager and telephone number
 - H. Administrative Contracting Officer, if different from F., and telephone number
 - I. List of major subcontractors
- (2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.
- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The attached Past Performance Questionnaire and Contractor Performance Form (Attachment 2) shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and forwarded directly to the following:

Darryl Grant
 Agency for Healthcare Research and Quality
 Contracts Management Staff
 2101 East Jefferson Street, Suite 601
 Rockville, Maryland 20852

FAX: 301-443-7523

Evaluation forms must be received by **May 26, 2000** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.11 SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN

In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted

acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.1202).

- A. All offerors, regardless of size, shall submit the following information **in one clearly marked section** of their business proposal.

A plan on the extent of participation of Small Disadvantaged Business concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in SDB participation plans:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
 2. Specifically identify the SDB concerns with point of contact and phone number.
 3. The complexity and variety of the work SDB concerns are to perform.
 4. Realism for the use of SDB in the proposal.
 5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.
 6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
 7. The extent of participation of SDB concerns in terms of the total acquisition.
- B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

L.12 BUSINESS PROPOSAL

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan and Other Administrative Data in accordance with the following:

- A. Cost/Price Proposal

The cost/price proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. **The proposal costs should be provided by task, per project year, for each of the five years in addition to a cumulative cost by task.**

A cost proposal, in the amount of an original and ten (10) copies, shall be provided. As appropriate, cost breakdowns shall be provided for the following cost elements:

(1) Direct Labor

The estimated cost for all personnel who will be assigned for direct work on this project shall be included. Give the name, title, percent of effort or time, salary and fringe benefits, for each employee.

Salary increases that are anticipated during performance of a resultant contract should be proposed as a cost. If escalation is included, state the degree (percent) and methodology, e.g., annual flat rate applied to a base rate as of a specific date or a mid-pointed rate for the period of performance. State whether any additional direct labor (new hires) will be required during the performance period of this procurement. If so, state the number required and anticipated date of hire. Also, specify the month and day on which your fiscal year commences.

(2) Supplies and Equipment

Include description, unit price, quantity, total price, justification for purchasing or leasing items and the basis for pricing (vendor quotes, invoice prices, etc.).

(3) Travel

The amount proposed for travel shall be supported with a breakdown which includes purpose, destination, duration, and estimated cost (transportation and per diem) for each proposed trip. If travel costs are proposed on the basis of your organization's established travel policy, a copy of the policy must be provided.

(4) Consultants

This element should include names(s) of consultant, number of days, and daily rate. The method of obtaining each consultant, either sole source or competitive, and the degree of competition or the rationale for sole source shall be explained.

(5) Subcontractors

Subcontractor costs shall be broken down in sufficient detail adequate to establish the reasonableness of the proposed amount. Support documentation should include degree of subcontract competition and basis for selecting source.

(6) Other Direct Costs

Any proposed other direct costs shall be supported with breakdown outlining the separate costs proposed and details supporting the formulation of the costs

proposed. A signed agreement between the offeror and any personnel other than direct employees that includes dates of employment, salary, and specific tasks to be performed should be included.

(7) Indirect Costs

Indicate how you have computed and applied indirect costs, and provide a basis for evaluating the reasonableness of the proposed rates. Where a rate agreement exists, provide a copy.

***Note:** Proposal costs for data purchase from the state organizations should not include fees.

For purposes of the proposal, assume the following costs for data purchase:

Data Year	Number of Settings	Average Cost per Dataset	Total Data Purchase Cost
1999	44	\$4,500	\$200,000
2000	56	\$5,000	\$280,000
2001	64	\$5,500	\$350,000
2002	68	\$6,000	\$410,000
2003	73	\$6,500	\$475,000

- B. **Small Business Subcontracting Plan:** All offerors except for small businesses are required to submit a subcontracting plan in accordance with the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model plan is not used, all elements outlined must be addressed in the offeror’s format. **If the offeror is a not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The subcontracting plan should be submitted with the business proposal.

This provision does not apply to small business concerns.

The term “subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror's plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value) is **30% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total contract value) for **Women-Owned Small Businesses**, and at least **1.5%** (as a percentage of total contract value) for **Hubzone Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

C. Other Administrative Data

- (1) Terms and Conditions: The proposal shall stipulate that it is predicated upon the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government.

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
 - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
 - (c) The Government requires a minimum acceptance period of 120 days.
 - (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
 - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (3) above, or (ii) any longer acceptance period stated in paragraph (4) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
 - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.
 - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.
- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the

contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)

- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.
- (8) Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. **This section shall be made a part of the original business proposal.**

L.13 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.
- c. The Contracting Officer will, in concert with program staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.
- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

1. Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and the small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.
2. All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION

3. All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal, past performance information and Small Disadvantaged Business Participation Plan will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria A through F (including subcriteria). The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria A through F, for a total of 100 points, will be evaluated by a peer review technical committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting personnel will review and evaluate Criteria G and H, for a total of 15 points. **The total possible points for Evaluation Criteria A through H is 115 points.**

TECHNICAL EVALUATION CRITERIA

WEIGHT

- | | | |
|----------|---|-------------------|
| A | <u>Proposed Technical Approach</u> | 30* points |
|----------|---|-------------------|

The offeror's technical approach will be evaluated on how clearly and concisely the proposal presents a detailed plan to accomplish all requirements in the statement of work.

*The quality of the approach with respect to ongoing activities is worth a maximum of 25 points. The quality of the approach for organizing the transition from the preceding contractor and

ensuring that the ongoing activities are fully staffed and operational under this contractor is worth a maximum of 5 points.

B. Organizational/Corporate Experience 25 points

The government will evaluate each offeror's experience as to the extent, relevance, and quality as it relates to the requirements of this acquisition.

C. Qualifications of Proposed Staff, Including Consultants 25* points

The resumes of proposed key personnel and consultants will be evaluated for documented experience, educational background and training. The availability of proposed staff and their designated responsibility on the project will be evaluated.

*The experience and qualifications of the Project Director are worth a maximum of 5 points; the experience and qualifications of the other key staff and consultants are worth a maximum of 20 points.

D. Project Management 10 points

The proposal will be evaluated on the appropriateness of the organizational structure and management systems, including the management of subcontractors, multiple simultaneous tasks with competing needs, the personnel assigned to each task (including on-site activities) and the labor hours proposed, the plan for ensuring availability of adequate staff, the plan for reporting the required technical and cost information to the Government, the system for maintaining efficient use of computer and programmer resources, and planned methods for assuring the successful completion of all tasks within the time and budget allocated.

E. Facilities and Equipment 5 points

The offeror will be evaluated on the suitability, quality and cost-efficiency of the computer and other facilities and equipment available for the performance of all requirements of this acquisition.

F. Understanding the Problem 5 points

The offeror will be evaluated to the degree to which the proposal demonstrates an understanding of the requirements and objectives of this acquisition, and the problems that are likely to be encountered.

SUBTOTAL 100 points

G. Past Performance 10 points

Offerors will be evaluated on their past performance (since January 1, 1997).

The offerors past performance will be evaluated on the basis of the following factors:

- (a) Quality: How well the contractor conformed to the performance standard in providing the services or achieved the stated objective of the grant. Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, and quality of final products (e.g., written reports).
- (b) Timeliness: Rates adherence to time-tables and delivery schedules in providing the service or product. Consideration is given to contractor's effort to recommend and/or take corrective actions to keep the contract or grant on schedule.
- (c) Customer-satisfaction: Rates the professional and cooperative behavior of the contractor or grantee with the client.
- (d) Cost control: Rates the cost-effectiveness of the contractor or grantee in providing the services or conducting the research.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal, and relative capability to meet performance requirements.

The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated.

The completed questionnaires (**See Section L.10, Attachment 2**) will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records. Past performance will be scored on a range from 0 to 10, with 10 being the most favorable.

Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices.

The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.

H. Small Disadvantaged Business Participation Plan

5 points

The evaluation will be based on information obtained from the plan provided by the offeror, the realism of the proposal, other relevant information obtained from named SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive more points and a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

SDB participation will be scored with offerors receiving points from 0 to 5, with 5 being the most favorable.

Attachment 1
Reference Materials
Healthcare Cost and Utilization Project (HCUP)
RFP Number AHRQ-00-0004

The reference materials are made available to facilitate offerors for the HCUP Request For Proposal (RFP) Number AHRQ-00-0004 at <http://www.ahrq.gov/fund/rfp00004> . These materials serve as representative examples of documentation created for the project in the past. They do not constitute a complete set of documentation generated for the project.

In addition to the reference materials at the extranet site, offerors are strongly encouraged to explore the HCUP Web site for more detailed information on project history, partnerships, and database descriptions, including data elements. The HCUP Web site can be found at <http://www.ahrq.gov/data/hcup/> . Failure of offerors to examine reference materials and the Agency for Healthcare Research and Quality (AHRQ) Web site prior to proposal preparation and submission will be at the offeror's risk.

Files will be removed from this extranet site at the end of the RFP closing date. Reference materials were created over time for specific purposes and utilize several different applications. The majority of documents require Corel Word Perfect version 8, and the other files are in applications considered commonly available. An exception to this are files zipped in the *Activity Report*. To view these files you will need the Microsoft SnapShot Viewer.

The Microsoft Snapshot Viewer enables you to view a report snapshot without having Microsoft Access 97 or Access 2000 or the run-time version of Microsoft Access 97 or Access 2000 on your computer. The download consists of a stand-alone executable program (Snapview.exe), a Snapshot View control (Snapview.ocx), and related files. The Microsoft Snapshot Viewer is a free utility from Microsoft. To download the viewer, go to the Microsoft site at the URL below.

<http://download.microsoft.com/download/access2000/viewer/1/win98/EN-US/SnpVw90.exe>

A password is required to enter the HCUP RFP reference material site at the URL below:

<http://198.179.0.100:8040/hcupref>

To obtain the password or, if you have technical difficulty downloading files, contact Carol Stocks at hcuprfp@ahrq.gov or call (301) 594-2084. All other requests for information and inquiries must be directed to the Contracting Officer.

List of Reference Materials for RFP Number AHRQ-00-0004

Central Distributor Activity Report
(ZIP file, 95KB)

Central Distributor Application Kit
(Corel WordPerfect 8, 309KB)

Confidentiality Guidelines for Restricted Access, Publically Distributed Databases
(Corel WordPerfect 8, 61KB)

Confidentiality Guidelines For AHRQ Staff and Programming Support Contractors
(Corel WordPerfect 8, 103KB)

Data Use Agreements (DUA) for NIS and SID
(Corel WordPerfect 8, 45KB)

HCUP Inpatient Codebook
(Zip file, 265KB)

Highlights of the Fourth Meeting of the HCUP Partners
(Corel WordPerfect 8, 106KB)

Final Report on Development and Analysis of HCUP - Summary Version
(Corel WordPerfect 8, 310KB)

Guide to the HCUP 3 Database
(Corel WordPerfect 8, 573KB)

Memorandums of Agreement (MOA)
(Corel WordPerfect 8, 107KB)

Technical Supplement 9: Design of the HCUP Nationwide Inpatient Sample, Release 6
(Corel WordPerfect 8, 113KB)

Technical Supplement 13: Comparative Analysis of HCUP and NHDS Inpatient Data
(Corel WordPerfect 8, 184 KB)

Statewide Encounter-Level Inpatient and Outpatient Data Collection Activities

Inventory Summary (Corel WordPerfect 8, 98KB)

Inventory AppendixA (Microsoft Excel Worksheet, 23KB)

Inventory AppendixB (Corel WordPerfect 8, 64KB)

Inventory Maps (Microsoft PowerPoint Presentation, 223KB)

Summary Statistics and Special Analyses

Link to the AHRQ Web site *Statistics and Research Notes Based on HCUP Data* at
<http://www.AHRQ.gov/data/hcup/hcupstat.htm>

Attachment 2

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-00-0004, entitled "Maintain and Expand the Healthcare Cost and Utilization Project (HCUP)." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form.

This information is to be provided to Mr. Darryl Grant, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing. Please provide an honest assessment and return to AHRQ to the address shown below, no later than **May 26, 2000**. If you have any questions, please contact Mr. Darryl Grant at (301) 594-7189.

Mr. Darryl Grant
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

1. Name of Contractor: _____

2. Address: _____

3. Contract/Grant Number: _____

4. Contract/Grant Value (Base Plus Options): _____

5. Contract/Grant Award Date: _____

6. Contract/Grant Completion Date: _____

7. Type of Contract/Grant: (Check all that apply) ()FP ()FPI ()FP-EPA
() Award Fee () CPFF-Completion () CPFF-Term () CPIF () CPAF
() IO/IQ () BOA () Requirements () Labor-Hour ()T&M () SBSA
()8(a) ()SBIR () Sealed Bid()Negotiated()Competitive ()Non-Competitive

8. Description of Requirement:

CONTRACTOR'S PERFORMANCE RATING

Ratings: Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page 5 for explanation of rating scale.

Quality of Product or Service	Comments	0 1 2 3 4 5
Cost Control	Comments	0 1 2 3 4 5
Timeliness of Performance	Comments	0 1 2 3 4 5
Business Relations	Comments	0 1 2 3 4 5

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? Yes No ; Would you use this Contractor again? Yes No
Reason:

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

Rating Guidelines: Summarize contractor performance in each of the rating areas. Assign each area a rating 0(Unsatisfactory), 1(Poor), 2(Fair), 3(Good), 4(Excellent) 5(Outstanding). Use the following instructions as guidance in making these evaluations.

	Quality	Cost Control	Timeliness of Performance	Business Relation
	-Compliance with contract requirements -Accuracy of reports -Technical excellence	-Within budget(over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issue	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract adm -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective small/small disadvantaged business sub-contracting program
0-unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective

5-Outstanding. The Contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Contractor performance clearly exceeds the performance levels described as "Excellent."

Attachment 3

DHHS SMALL, SMALL DISADVANTAGED, HUBZone AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description):

TOTAL CONTRACT AMOUNT: \$ _____
Total contract or
Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
Option #1 (if applicable)	Option #2 (if applicable)	Option #3 (if applicable)	Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan
(Rev. October 1999)

1. Type of Plan (check one)

_____ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

_____ Commercial products/service plan, including goals, covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business and "Other@ than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$_____.

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB and HUBZone SB): (% of "a")
\$ _____ and _____%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____%

f. Total estimated dollar and percent of planned subcontracting with "OTHER" THAN SMALL BUSINESSES:
(% of "a") \$ _____ and _____%

3. Program Administrator :

NAME/TITLE: _____

ADDRESS: _____

TELEPHONE/E-MAIL: _____

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, woman-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of small, small disadvantaged, woman-owned and HUBZone small business concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, woman-owned and HUBZone small businesses;
- e. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone small business concerns to include the SBA's PRO-"Net" System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that small, small disadvantaged, woman-owned and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

Subcontracting Plan
(Rev. October 1999)

- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- m. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, woman-owned and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

- 1) Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending small, small disadvantaged, woman-owned and HUBZone small business procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-“Net”, and other SBA resources; and 5) conducting market surveys to identify new sources.

b. Internal efforts to guide and encourage purchasing personnel:

- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing small, small disadvantaged, woman-owned and HUBZone small business source lists, guides, and other data for soliciting subcontractors; and
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 95.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

(a) Submit SF-294 and attendant optional Form 312 to cognizant Contracting Officer

(b) Submit SF-295 to cognizant Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

(c) Submit "information" copy to SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. Small, small disadvantaged, woman-owned and HUBZone small business source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate small, small disadvantaged, and woman-owned and HUBZone small business sources;

c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, and woman-owned and HUBZone small business concerns to receive the subcontract award;

d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and

f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)

g. Additional records:

SIGNATURE PAGE

(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Signature: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____