



DEPARTMENT OF HEALTH & HUMAN SERVICES Program Support Center

Division of Acquisition Management, SAS  
Room 5-101, Parklawn Building  
5600 Fishers Lane  
Rockville, MD 20857

March 9, 2010

Dear Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Solicitation 10-233-SOL-00092. This requirement is for The Department of Health and Human Services/Program Support Center for the Office of the National Coordinator (ONC).

The Government is limiting consideration to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) CIO-SP2i Task Order holders only.

Please read the attached Solicitation carefully and prepare your proposal in accordance with the solicitation requirements. The solicitation contains the following:

**SF1449**

**Attachments A: Description and Specifications**

**Attachment B: Statement of Work/Task Order Deliverables/Performance Standards and Measures**

**Attachment B-1: Instructions to Offerors & Evaluation Criteria**

**Attachment C: Non-Disclosure Agreement & Contract Administration**

Prospective Offerors are requested to submit all questions and proposals through the NITAAC website. To confirm that all electronic submissions are successfully captured by the NITAAC website, please e-mail Cari Fraser at [Cari.Fraser@psc.hhs.gov](mailto:Cari.Fraser@psc.hhs.gov) stating that '**company** has submitted **questions/proposals** through the NITAAC website.' Offerors must reference the solicitation number **10-233-SOL-00092** on all correspondences.

All questions must be submitted by **3:00 PM EST on March 15, 2010**. The questions and answers will be posted on the NITAAC website.

An electronic copy of your complete proposal must be received through the NITAAC website no later than **3:00 PM EST on March 23, 2010**. All proposals shall be marked with the solicitation number **10-233-SOL-00092**.

It is the Offeror's responsibility to submit all proposals by the scheduled closing date and time and in accordance with the attached "Instructions to Offerors".

This RFP does not commit the Government to pay any costs for the preparation and submission of your 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 requirement.

There are similar ONC solicitations that will be issued via the NITAAC vehicle. The Government is encouraging Offerors to consider responding to those solicitations as well as this one.

If any additional information is required, please contact Cari Fraser via email at [Cari.Fraser@psc.hhs.gov](mailto:Cari.Fraser@psc.hhs.gov).

Sincerely yours,

A handwritten signature in cursive script that reads "Cari Fraser".

Cari Fraser  
Contract Specialist

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 6		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 10-233-SOL-00092		6. SOLICITATION ISSUE DATE 03/09/2010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARI FRASER			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 03/23/2010 1500 ET	
9. ISSUED BY  DHHS/PSC/SAS/DAM Parklawn Building, Room 5-101 5600 Fishers Lane Rockville MD 20857				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE DAM		
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		
TELEPHONE NO.								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	ARRA REQUIREMENT - This solicitation is issued subject to the availability of funds (FAR 52.232-18, Availability of Funds (APR 1984)).  Standards and Interoperability Nationwide Health Information Network (NHIN) Architecture Refinement and Management  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				ROSANNA BROWNING				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2010), ALTERNATE II (DEC 2009)				
	(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:				
	(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).				
	(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).				
	(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).				
	(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:				
	[Contracting Officer check as appropriate.]				
	_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).				
	___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).				
	_X_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)				
	_X_ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).				
	___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).				
	___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED  INSPECTED

NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YYMM/DD)
	42d. TOTAL CONTAINERS

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). <input type="checkbox"/> (7) [Reserved] <input type="checkbox"/> (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644). <input type="checkbox"/> (ii) Alternate I (Oct 1995) of 52.219-6. <input type="checkbox"/> (iii) Alternate II (Mar 2004) of 52.219-6. <input type="checkbox"/> (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). <input type="checkbox"/> (ii) Alternate I (Oct 1995) of 52.219-7. <input type="checkbox"/> (iii) Alternate II (Mar 2004) of 52.219-7. <input checked="" type="checkbox"/> (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)). <input type="checkbox"/> (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d) (4)). <input type="checkbox"/> (ii) Alternate I (Oct 2001) of 52.219-9. <input type="checkbox"/> (iii) Alternate II (Oct 2001) of 52.219-9. <input type="checkbox"/> (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)). <input type="checkbox"/> (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)). <input type="checkbox"/> (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). <input type="checkbox"/> (ii) Alternate I (June 2003) of 52.219-23. <input type="checkbox"/> (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). <input type="checkbox"/> (16) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). <input type="checkbox"/> (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). <input type="checkbox"/> (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a) (2)). <input checked="" type="checkbox"/> (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755). <input type="checkbox"/> (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126). <input checked="" type="checkbox"/> (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). <input checked="" type="checkbox"/> (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). <input checked="" type="checkbox"/> (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). <input checked="" type="checkbox"/> (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793). <input checked="" type="checkbox"/> (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). <input checked="" type="checkbox"/> (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). <input checked="" type="checkbox"/> (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p>___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).</p> <p>___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).</p> <p>___ (ii) Alternate I (DEC 2007) of 52.223-16.</p> <p>___ (31) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).</p> <p>___ (32) (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).</p> <p>___ (ii) Alternate I (Jan 2004) of 52.225-3.</p> <p>___ (iii) Alternate II (Jan 2004) of 52.225-3.</p> <p><input checked="" type="checkbox"/> (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).</p> <p><input checked="" type="checkbox"/> (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> <p>___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p>___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).</p> <p><input checked="" type="checkbox"/> (39) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).</p> <p>___ (40) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).</p> <p>___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).</p> <p>___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).</p> <p>___ (ii) Alternate I (Apr 2003) of 52.247-64.</p> <p>(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]</p> <p>___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 351, et seq.).</p> <p>(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).</p> <p>(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.</p> <p>(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-</p> <p>(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e)(1) (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-</p> <p>(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>Continued ...</p>				

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	<p>(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-</p> <p>(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(E) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).</p> <p>(F) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).</p> <p>(G) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).</p> <p>(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).</p> <p>(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(L) 52.222-54, Employment Eligibility Verification (Jan 2009).</p> <p>(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p>				



## **DESCRIPTION AND SPECIFICATIONS**

1. Project Title: Standards and Interoperability Nationwide Health Information Network (NHIN) Architecture Refinement and Management
2. Period of Performance: Date of award through 24 months
3. Contract Type: Time & Material
4. Place of Performance: At the Contractor's site
5. Purpose of Task Order: The purpose of this task order is to refine and manage architecture for Nationwide Health Information Network (NHIN). NHIN is a network developed by the Office of the National Coordinator for Health Information Technology (ONC) and is currently in a demonstration phase.

The Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 states that the National Coordinator shall perform duties in a manner consistent with “the development of a nationwide health information technology infrastructure that allows for the electronic use and exchange of information and that will meet the several goals including ... improvement in the coordination of care and information among hospitals, laboratories, physician offices, and other entities through an effective infrastructure for the secure and authorized exchange of health care information. The information exchange cannot be effective without appropriate standards and common adoption of those standards. HITECH Act also highlighted need for standards and interoperability specifications to support health information exchange. This task order will support effective exchange of health information. Without the active exchange of health information, the United States will fail to achieve its overall goals of higher quality and more efficient health care for all Americans.

The Nationwide Health Information Network (NHIN) is a program within the Office of the National Coordinator for Health Information Technology (ONC) that was initiated in 2004 to improve the quality and efficiency of healthcare by enabling secure, nationwide health information exchange. The NHIN is the result of creating specialized applications and governing policies on top of a common infrastructure – the Internet – for the purpose of sharing information for health services. At the heart of the NHIN is information – the ability to securely exchange electronic health data across organizational boundaries while respecting patient privacy rights.

The NHIN is much more than a network infrastructure. It is a composite of the organizations, technologies, standards, policies, governance, and regulations that must be in place to enable secure health information exchange throughout the country, in a way that is open to all. It includes communities interested in exchanging data, tools and information technology to support that exchange, and trust relationships that allow data to be exchanged.

The Contractor shall evaluate the effectiveness of this program in establishing information exchange capability by studying the outcome of interoperability specifications development and prioritization as well as results of the reference implementation.

The Contractor selected for this program shall cooperate with an ONC funded Contractor who will be performing a global evaluation to assess the combined impact of the HITECH programs.

6. Background: On February 17, 2009, the President signed the American Recovery and Reinvestment Act of 2009 (ARRA). This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform. The HITECH Act authorizes the Centers for Medicare & Medicaid Services (CMS) to administer incentives to eligible professionals (EPs) and hospitals for meaningful use of certified electronic health records (EHRs). These incentives are anticipated to drive adoption of EHRs needed to reach the goal of all Americans having secure EHRs by 2014. To achieve the vision of a transformed health system that health information technology (HIT) can facilitate, there are four critical prerequisites:

- (1) Clinicians and hospitals must acquire and implement certified EHRs in a way that fully integrates these tools into the care delivery process;
- (2) Appropriate technical, legal, and financial supports are needed to enable information to flow securely to wherever it is needed to support health care and population health;
- (3) Standards and interoperability is achievable by the providers, consumers and industry; and
- (4) Federal government, specifically ONC, provides an interoperability infrastructure for providers and consumers as necessary.

Nationwide Health Information Network (NHIN) is an interoperability infrastructure that has been piloted and is in its demonstration phase at ONC. NHIN is the enabler to make the HITECH priorities achievable to improve quality care, expedite care coordination, and reduce costs.

The NHIN includes a coordinated architecture of a common, secure, and trusted network which enables the exchange of health information and coordination of care among private health networks and Federal health care providers; such as the Indian Health Services, Veterans Affairs, and Department of Defense. As patients are seen by providers from different health systems, the NHIN allows seamless transfer and sharing of health information to make it available where and when it is needed resulting in better informed decisions and improving quality of care. The NHIN integrates specifications, implementations, compliance and interoperability verification, and network operations along with a strong trust fabric into a harmonized set of activities that reduce the cost and time-to-market of health information technology interoperability. By integrating and

streamlining the technical, policy, and operational components necessary to participate in a common and secure health network, the NHIN offers a method of effective and cost efficient health information exchange, especially for the mature health information exchange or federal agency that has a need to exchange information with many entities. An operational and viable NHIN will greatly increase the demand for and success of health information exchange adoption, and enable organizations to implement approved standards and achieve meaningful use targets associated with the exchange of health information.

HITECH also authorizes the establishment of several new grant programs, contracts, and studies that will address the prerequisites described above and promote wider adoption of HIT. The priority grant programs and contracts are fundamental to realizing the promise of meaningful use of HIT that leads to improved quality, efficiency, and safety of health care. Under the HITECH Act, an eligible professional or hospital is considered a "meaningful EHR user" if they use certified EHR technology (i.e., EHRs certified against the functional criteria) and standards adopted by the Secretary, including but not limited to e-prescribing and the electronic exchange of information for the purposes of quality improvement, such as care coordination. In addition, eligible professionals and hospitals must submit clinical quality and other measures to HHS.

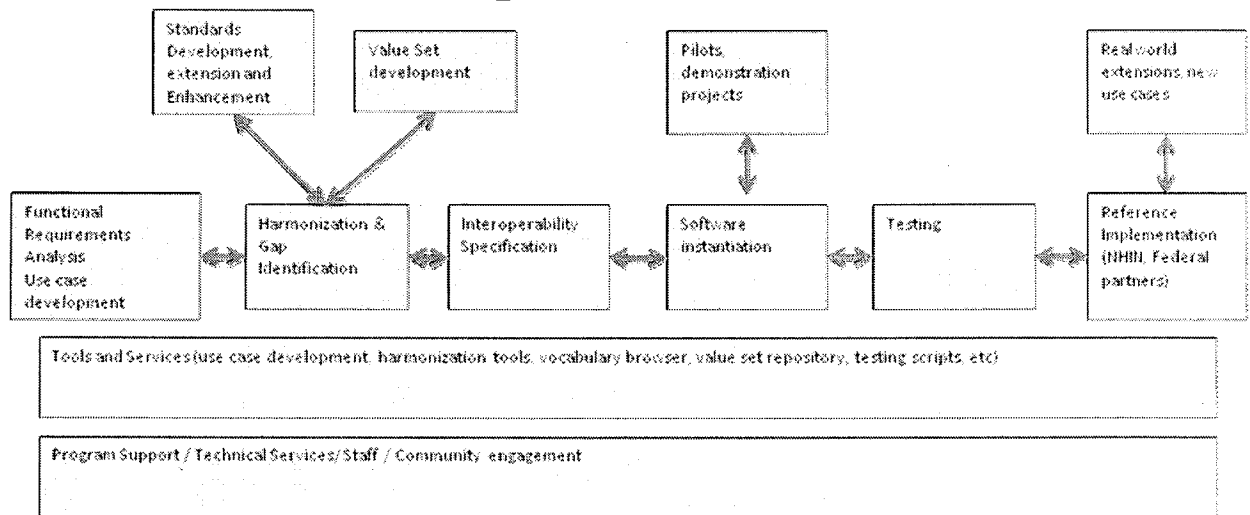
Meaningful use incentives will be available to health care providers beginning in FY 2011 based on their Medicare and Medicaid coverage status and other statutorily defined factors. This includes eligible health care professionals and acute care hospitals and takes into consideration adjustment factors for children's hospitals and critical access hospitals. The detailed criteria to qualify for meaningful use incentive payments will be established by the Secretary of HHS through the formal notice-and-comment rulemaking process. The rule can be reviewed at <http://www.gpoaccess.gov/fr/index.html>.

The HITECH Act also requires these meaningful use criteria to become more stringent over time. In 2015, providers are expected to have adopted and be actively utilizing an EHR in compliance with "meaningful use" or they will be subject to financial penalties under Medicare. The information exchange requirements for the meaningful use EHR incentives, as specified in the regulation currently under development, will inform a strategic framework for this requirement. Any goals, objectives, and corresponding measures of meaningful use that require Health Information Exchange (HIE) over time will be the reference point for the developers and users.

A key component of "meaningful use" is certified electronic health records and key certification criteria. The electronic health record is interoperable and adheres to standards adopted by the Secretary. These criteria and standards were recently released in the Interim Final Rule by ONC. To support on-going implementation and adoption of standards and interoperability, ONC has developed a framework that has several key steps which includes NHIN, a critical component of the framework. The overview of framework is provided below.

Overview of Standards and Interoperability Framework

# Interoperability/Standards processes



This framework is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the ONC.

For each of the different ONC task order requirements, there will need to be coordination with other tasks in the process. Tasks such as community engagement or architectural support may span multiple tasks.

This framework is a life cycle for the development of standards and interoperability specifications and is meant to establish a sustainable set of tools and processes that will streamline and coordinate the development of standards and interoperable software solutions to support the goals of the HITECH Act. This framework will support all ONC programs and efforts in increasing adoption of health IT across the entire health care enterprise.

This framework can be effective only when each task is well coordinated with other tasks in the process i.e., the output from a task can be a critical input to another task. Some activities may focus only on a single task within the framework; whereas certain activities such as community engagement and architectural support may span multiple tasks. Therefore it is important that all contractors working on various tasks within this framework collaborate with others.

Widespread adoption and meaningful use of HIT is one of the foundational steps in improving the quality and efficiency of health care. The appropriate and secure exchange of information is a critical enabler of a high performance health care system. The overall purpose of the ONC programs is to facilitate and expand the secure, electronic movement and use of health information among organizations according to nationally recognized standards.

### **NHIN Architecture Refinement and Management**

The purpose of this task order is to refine and manage the NHIN Architecture. The NHIN Architecture is a specific network architecture that realizes health information interoperability specifications based on open standards. Certain technical implementation designs, patterns, and decisions are required for this realization. The NHIN Architecture defines the technical designs and constraints upon which these interoperability specifications are reified in a nationwide, open, and secure network.

During this project, the Contractor shall provide strategic, technical, and programmatic support and expertise to the ONC in the areas of health information technology and architecture. This includes but is not limited to assisting with maturing the existing architectural direction, planning, design, and guidelines of the NHIN. The NHIN Architecture is guided by a set of principles, including but not limited to modularity, standards-based, and extensible. The Contractor shall manage the architecture adhering to these principals. The functional activities and specific tasks include:

- a. Strategic, technical, and programmatic advice and support to the ONC in the areas of health information technology interoperability protocols, architectural patterns, infrastructure and operational considerations;
- b. Assisting with eliciting, prioritizing and establishing architecture requirements, analysis, design and guidance;
- c. Managing, planning and developing these architectural activities; and
- d. Coordinating with multiple stakeholders, community and governance groups associated with the NHIN.

The Contractor shall maintain a level of technical expertise necessary to satisfy the requirements of this task order.

These tasks are to continue the current architectural and specifications visions for the NHIN, adhering to applicable governing body decisions and prioritizations. While there is significant discovery left in this technical effort, these tasks are not envisioned to re-evaluate existing architectural decisions or patterns except upon the request of the project COTR.

7. Government Furnished Information: The relevant information about NHIN can be found on the ONC website <http://healthit.hhs.gov/NHIN>.

8. Government Furnished Property: None.

9. Rights in Data: All data produced under this task order is the property of the Government. The Contractor, including subcontractors, agrees not to disclose, verbally or in writing, information pertaining to the results or findings of work (including data base files, analyses, draft or final papers and reports) for the period of this task order under this contract without obtaining prior written approval of the COTR. The Contractor must request approval in advance (minimum 21 days prior to release) and in writing, specifying: who or what is generating the request for advance information; when and how project results/information would be released; and what information would be released. Failure to receive a response from the COTR does not constitute approval for releasing information.

## **Statement of Work**

### **A. Summary of Tasks**

The Contractor shall accomplish, but is not limited to, the following tasks listed below:

1. Contract-Level and Task Order (TO) Management; and
2. NHIN Architecture Refinement and Management.

Outcomes/Objectives to be accomplished for the Specification of Tasks below include, but are not limited to:

#### **Task 1 – Contract-Level and Task Order (TO) Management**

##### **1.1 Contract-Level Program Management:**

- a. The Contractor shall provide the technical and functional support needed for program management of this SOW including productivity and management methods, such as quality assurance, configuration, work breakdown structure, and resource management.
- b. The Contractor shall coordinate organizational requirements, manage projects and schedules, and report progress/issues to COTR.
- c. The Contractor shall provide the centralized administrative, clerical, documentation, and other related functions.

##### **1.2 Task Order Management:**

The Contractor shall prepare a Task Order Management Plan describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements throughout the task order.

##### **1.3 Post Award Meeting:**

The Contractor shall meet with the Contracting Officer's Technical Representative (COTR) and other ONC staff, in a face to face meeting, to discuss the objectives of the task order and any related project issues within two weeks after award. A written agenda for the meeting shall be prepared by the Contractor and sent to the COTR three (3) days prior to the meeting.

##### **1.4 Monthly Progress Report:**

The Contractor shall provide a monthly progress report monitoring the task management, quality assurance, and financial management applied to the task order.

The report should also include progress against milestones, potential risks, and risk mitigation strategies.

## Task 2 – NHIN Architecture Refinement and Management

The Contractor shall provide expert support for the maintenance and further development of NHIN architecture, which includes areas such as architecture definition, security definition, configuration management, and architecture coordination.

### 2.1 NHIN Architecture Definition

The Contractor shall:

- a. Define and develop documentation of architectural patterns, designs, constructs and guidance for the NHIN;
- b. Provide a comprehensive architectural overview of the NHIN using a number of different architectural views to depict different aspects of the network;
- c. Define and update NHIN architectural models and documentation, including but not limited to the enterprise architecture models, information models and value sets, and deployment models for the NHIN; and
- d. Maintain and update the NHIN Infrastructure architecture to reflect the current needs of the NHIN. This shall include but not limited to directories and authentication mechanisms.

### 2.2 NHIN Security Architecture

The Contractor shall:

- Define and document the NHIN security infrastructure;
- Work with the HHS Chief Security Officer's (CSO) office in updates and revisions to the NHIN security plan and the Certification and Accreditation requirements;
- Apply industry expertise on security and privacy constructs for electronic information exchanges; and
- Provide security expertise and assessments of network and architectural components.

### 2.3 Configuration Management

The Contractor shall:

- Update and mature the configuration management plan for NHIN repositories;



- Maintain all NHIN architectural artifact versions in accordance with the NHIN configuration management scheme;
- Promote specification versions through lifecycle stages and publication visibility in accordance with the processes set for in the NHIN configuration management plan and processes; and
- Maintain and configure tools needed for NHIN repositories and configuration management.

#### 2.4 NHIN Architecture Coordination

The Contractor shall:

- Coordinate alignment of NHIN technical artifacts, including specifications, testing artifact, implementation guidance and architectural models;
- Provide technical support and technical subject matter expertise in elaborating and evaluating architectural capability requests for the NHIN;
- Provide support to analyze architectural requirements and dependencies based on newly requested capabilities as identified by the NHIN program office;
- Assist ONC in guiding and overseeing technical stakeholder and workgroup activities;
- Provide technical coordination with other federal and private entities involved with NHIN-based initiatives;
- Enhance and or develop new architectural tools that aide in the development or management of technical artifacts across all the interoperability processes at the request of the COTR. It is intended that such tools would support the development of well-defined and computable inputs and outputs at each stage of the process, and ensure traceability from needs down to validations of implementations; and
- Provide technical coordination and collaboration between all stages of the interoperability processes defined above. The Contractor shall also provide technical services to aide this effort between staff, vendors, stakeholders, and communities engaged in the standards and interoperability processes.

#### **B. Items to be Delivered and Delivery Schedule**

All deliverables must be provided to the COTR in electronic format, unless otherwise specified, according to the appropriate schedule. Items specified for delivery are subject to the review and approval of the COTR before final acceptance. The COTR will respond to submitted deliverables within 2 weeks of their receipt. The Contractor shall make revisions as deemed necessary by the COTR.

**Deliverables Schedule**

Deliverables	Description	Completion Date – time after award
<b>TASK 1: Contract and Task-Order Management</b>		
Task Order Management Plan	Detailed information that addresses: technical approach; resources; Contractor organization structure, staffing plan, company and staff emergency escalation roster; management controls and support procedures.	Draft- 15 days after award. Final – 30 days after award, monthly updates.
Monthly Progress Reports	Each progress report shall set forth concise statements concerning activities relevant to providing support services and shall include, as a minimum, the following: A brief review of the work identified and accomplished during the reporting period, including a summary listing of task assignments completed, assignments in progress, any backlogged assignments, potential assignments, and a high-level timeline; current and cumulative costs expended; current and cumulative person-hours expended by labor category during the reporting period; and summary of performance-statistics and service availability.	Monthly, on 10 <sup>th</sup> business day
<b>TASK 2: NHIN Architecture Refinement and Management</b>		
Architecture Document	Revise the existing NHIN Architecture providing a comprehensive architectural overview of the NHIN using a number of different architectural views to depict different aspects of the network. This shall be provided as a compendium of architectural artifacts.	Quarterly after award.
NHIN Certification and Accreditation Revision	Revise the existing NHIN Infrastructure Certification and Accreditation with updates and additions to the NHIN production infrastructure.	6 months after award.
NHIN Security Architecture Document	NHIN technical document defining the NHIN security architecture and how the design addresses significant, known security risks of trusted networks.	Quarterly after award.
Technical Options and Alternatives	Definition of technical options to the current NHIN architecture, as directed.	Quarterly after award.
NHIN Architectural Models	Technical models describing the realization of NHIN capabilities. These models serve as abstractions of the network implementations. Models should be structured as UML or XML (at	As requested.

