PERFORMANCE WORK STATEMENT FOR AIR FORCE RESERVE COMMAND AEROSPACE MEDICINE CASE MANAGEMENT

As of 7 December 2017

DI-MGMT-80004A 1.0 INTRODUCTION

- **1.1 Background.** Air Force Reserve Command (AFRC) has a requirement to ensure the Readiness of assigned Service Members and support the adjudication of service connection claims to facilitate timely receipt of benefits and determine fitness for military service, special operational duty and accessions. This requirement is for medical specialty staff to support Aerospace Medicine, Air Force Medical Standards and Occupational Health. The Contractor shall perform medical case management, apply the appropriate standards, make recommendations to AFRC/SGO on adjudicating cases, conduct training, and conduct site visits to support Combat Mission Readiness.
- **1.2 Organization.** The AFRC organization with primary responsibility for this requirement is Headquarters Air Force Reserve, Office of the Command Surgeon (HQ AFRC/SG), Robins AFB, GA.
- **1.3 Scope.** HQ AFRC/SG requires Aerospace Medicine Case Management in support of the Air Force Reserve Command. The Contractor shall provide aerospace medicine physicians, Flight Surgeons, recommendations and input to AFRC SGO on medical case adjudications associated with accession, retention and special operational duty; and provide training to Wing level military medical officers and technicians who support medical readiness reviews and processing.

2.0 SERVICES SUMMARY

Performance Standards Table. The table below identifies the performance standards that will be measured by the government. The Contractor shall have these elements as part of their Quality Control Program and may have others, as necessary, to meet contractor quality standards.

Performance Objectives	PWS Para	Performance Threshold
Review, provide quality assurance and adjudicate all medical case types.	4.1.3.1	Contractor shall complete 400 medical cases per month, 100% compliance with standards.
Process expedited case per government direction.	4.1.3.1.1 and 4.1.3.1.2	Complete case review and make appropriate disposition within 24 hours

Attend in-person, or via t-con, SGO meetings, professional staff and ADHOC	4.1.4.1 and 4.1.4.2	100% attendance at meetings.
meeting.	4.1.4.2	

3.0 GOVERNMENT PROPERTY, FACILITIES, AND INFORMATION

3.1 Installation Support. The Government will provide the on-site Contractor personnel with office space, computers, telephone communications, internet access, printers, and access to appropriate Government files, databases and common access cards for use in the performance of

this requirement. Use is limited to official government business related to the performance of the requirements in this contract.

3.2 Government System(s). The Government will provide Contractor personnel access to system(s) necessary to perform tasks under the contract/order. Upon completion/termination of the contract/order or transfer/termination of Contractor personnel, the system account(s) will be closed.

4.0 TECHNICAL REQUIREMENTS

4.1 Specific Requirement(s)/Description of Service(s)

4.1.1 Case Management. The Contractor shall provide experienced flight surgeons to produce recommendations and input on medical case management and adjudication at the MAJCOM level. Recommendations and input for medical case adjudications must be reliable, reproducible, defendable, and timely. Medical cases are reviewed with the purpose of determining entrance into AFRC, fitness for duty to be retained in AFRC, and eligibility to receive medical benefits and entitlements. Monitor metrics associated with timeliness and quality indicators. Metrics and quality indicators will be focused on ensuring the recommendations of cases processed by the contractor are timely, reliable, reproducible and defendable. (CDRL A001, DI-MGMT-80004A)

4.1.2 Site Visit/Education and Training.

- **4.1.2.1** Conduct site visits as requested (minimum of 10 per year) by the 47 Reserve Medical Units for consultation on the execution of the Aerospace Medicine Enterprise (AME), to include applying physical standards, aerospace medicine, occupational and environmental, preventive medicine and public health programs. Provide expert recommendations on implementation and application of Department of Defense (DOD), Air Force (AF), Air Force Medical Service (AFMS) and AFRC guidance and standards for the AME. (CDRL A002, DI-MGMT-80368A Status Report)
- **4.1.2.2** Instruct six provider courses per year at HQ AFRC/SGO for flight surgeons and other privileged providers. Instruct six aerospace medicine technician courses per year at AFRC/SGO and an annual senior leadership course in Atlanta, GA. Prepare all educational materials and handouts. Secure Continue Medical Education credit for courses. Courses are 3 to 5 days in length. (CDRL A002, DI-MGMT-80368A Status Report)

4.1.3 Case Review and Adjudication.

- **4.1.3.1** Perform case and comprehensive record reviews; provide quality assurance, provide recommendations and input to AFRC SGO on adjudication of medical case. Will adhere to all physical standards guidance in AFIs, DoDIs and the AFRC Consolidated Program Memorandum. Process 400 cases per month, cases will be processed in a First-In First-Out (FIFO) order unless case granted approval to be expedited. (CDRL A002, DI-MGMT-80368A Status Report)
- **4.1.3.1.1** Conduct reviews and make recommendations to appropriate approval authority for the following cases: Initial Flying Class (IFC) 1 exams and waiver, Initial Flying Class (IFC) 2 waiver, Continued Flying Class II Waivers (aircraft and condition specific), Line Of Duty
- (LOD), and any full Disability Evaluation System (DES) case submitted to the Physical Evaluation Board (PEB) whether Medical Evaluation Board (MEB) or Worldwide Duty (WWD). This action needs to complete within 24 hours of initiation.
- **4.1.3.1.2** Conduct reviews and make term limiting recommendations for the following cases: Accession exams (Enlistment and Commissioning) and waivers, IFC2 exams, Continued Flying Class II Waivers (aircraft and condition specific), IFC3 exams and flying waivers, Participation Waivers, Initial Review In Lieu Ofs (IRILO), Profile Modifications, Basic Military Training (BMT) waivers, Medical Hold, Assignment Limitation Code (ALC) placement following PEB return to duty finding, and Active Guard and Reserve (AGR) tour certification. This action needs to be complete within 24 hours of initiation.
- **4.1.3.2** Will use software and databases already in use by AFRC including, but not limited to: Aeromedical Services Information Management System (ASIMS), Physical Examination Processing Program (PEPP), Aeromedical Information Management Waiver Tracking System (AIMWTS), Armed Forces Health Longitudinal Technology Application (AHLTA), Joint Legacy Viewer (JLV), Healthcare Artifact and Image Management System (HAIMS), Electronic Case Tracking (ECT) and Military Health System (MHS) Genesis.

4.1.4 Participate in Meetings.

- **4.1.4.1 Periodic Schedule Meetings.** Attend in-person, or via t-con, AFRC/SGO meetings and professional staff meetings. AFRC/SGO will determine when meetings are scheduled and if attendance is to be in-person or via t-con.
- **4.1.4.2 ADHOC Meetings.** Attend in-person, or via t-con, AFRC/SGO meetings, quality case and performance reviews, and other appropriate professional activities only to the extent that such attendance and participation is relative to assigned medical cases and/or performance of services. AFRC/SGO will determine when meetings are scheduled and if attendance is to be in- person or via t-con at which time the COR will attend such meeting. (CDRL A003, DI-ADMN- 81250B, Conference Minutes)
- **4.2 Place of Performance.** The Contractor personnel shall perform on-site at HQ AFRC/SGO office, Robins AFB, GA building 549 or offsite (remotely) when determined by

HQ AFRC/SGO.

- **4.3 Normal Work Hours.** The Contractor's shall be available from 0730 until 1630 (local time), Monday through Friday, excluding federal holidays. The Government reserves the right to change the hours at any time. The Contractor shall support all Unit Training Assemblies (UTAs), remotely, one weekend a month as directed by the AFRC/SGO COR.
- **4.4 Federal Holidays.** The Contractor shall not have staff present at the government installation facilities on federal holidays. The federal holidays observed are as follows: New Year's Day, Martin Luther King's Birthday (as celebrated), President's Day (as celebrated), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

4.5 Travel.

- **4.5.1** The Contractor shall be required to travel to fulfill the requirements of this PWS, e.g. site visits. The Contractor shall coordinate pre-approval for planned travel, three weeks prior, through AFRC/PKA and the AFRC/SGO **Contracting Officer Representative** (COR) prior to commencement of travel. The Contractor shall provide the purpose of the travel, number of participants, location and estimated cost. The Contractor shall travel to AFRC units to perform site visits and conduct training or program evaluation. If Contractor has been approved for telework, Contractor shall travel to AFRC/SGO to instruct courses, attend in-person meetings and attend the annual senior leadership course in Atlanta, GA. The Contractor travel payment is limited to reasonable and allowable costs to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Government's Joint Travel Regulation, Volume 2 and allowable per FAR 31.205-46, *Travel Costs*.
- **4.6 Post Award Meeting.** The Contractor shall attend a one (1) day post award meeting convened and hosted at HQ AFRC. The post award conference will be held within two (2) weeks of contract award. The Functional Commander, AFRC/PKA CO and AFRC/SGO COR will participate with Contractor representatives. The meeting will provide an orientation and overview of the contract scope, terms and conditions. The meeting will detail the roles and responsibilities of AFRC team members, Quality Assurance Surveillance Plan (QASP), performance evaluations, and contract closeout. (CDRL A004, DI-ADMN-81250B, Conference Minutes)

5.0 GENERAL INFORMATION

5.1 Contractor Manpower Reporting

5.1.1 In accordance with the Secretary of the Air Force for Acquisition (SAF/AQ) Memorandum, Implementation of FY11 NDAA [National Defense Authorization Act] Section 8108 [of Public Law 112-10 of the Department of Defense and Full-Year Continuing Appropriations Act, 2011], Contractor Inventory, dated 13 Nov 2012, the Contractor shall provide an annual count of Contractor personnel performing work if the DoD is the requiring activity, if the acquisition is using U.S. Government appropriated funds, and if the acquisition is equal to or greater than the Simplified Acquisition Threshold (SAT) [currently \$150,000.00]. This requirement includes supply contracts with

embedded services elements, Architect & Engineering (A&E), and Research & Development (R&D) contracts.

- **5.1.2** In accordance with the Office of the Secretary of Defense (OSD) Memorandum, Enterprise-wide Contractor Manpower Reporting Application, dated 28 Nov 12, the Contractor shall report all Contractor labor hours, including subcontractor labor hours, required for performance of the services provided under the contract at the Enterprise-wide Contract Manpower Reporting Application (eCMRA) site below. Reporting shall be conducted for each fiscal year (FY), which extends 01 October through 30 September. While inputs may be made any time during the FY, all data shall be reported no later than 31 October of the following FY. The Contractor may direct questions to the help desk at the eCMRA site below. http://www.ecmra.mil
- **5.2** Continuation of Mission-Essential Services during a Crisis. The Functional Commander or civilian equivalent has determined, by placing the decision in writing, that all of the contractorservices performed under this contract are not mission-essential and will not continue in the event of a crisis.
- **5.3 On-Base Disaster Responsiveness Requirements.** The Contractor shall adhere to all directives of the military installation regarding natural and man-made disasters in performance of on-base contract requirements. The Contractor may use the media announcements until such time as the AFRC/PKA CO contacts the contractor with formal direction. The Contractor shall provide the AFRC/PKA CO and AFRC/SGO COR with the name and telephone number of the designated Contractor Representative(s) to allow for timely notification by the AFRC. The Contractor shall provide this information at the Post Award Conference and updated as required by the Contractor.
- **5.4 Contractor Identification.** The Contractor personnel shall wear contractor-provided identification at all times while in government facilities so as to distinguish themselves from Government employees. Contractor personnel may attend meetings, answer phones, and work in other situations where their status is not obvious to third parties; therefore, the Contractor personnel shall always identify themselves as Contractor support to avoid potential misrepresentation as Government personnel or to avoid situations arising where sensitive topics might be better discussed solely amongst government personnel. Electronic mail signature blocks shall identify their company affiliation. Where practicable, Contractor personnel occupying collocated space with their Government program customer shall identify their work space with their name and company affiliation.
- **5.5 Communication.** Contractor personnel shall maintain open and professional communication with government personnel at all times. Complaints validated by the COR shall be reported in writing to the CO and the contractor for action. Failure of the contractor to take corrective action on validated complaints raised by the COR and the CO will be considered a failure to perform.
- **5.6 Appearance.** Contractor personnel shall present a professional, conservative, and neat appearance. Contractor personnel shall report for duty in a professional manner, in

appropriate attire and having complied with socially acceptable standards of personal hygiene.

- **5.7 Force Protection Condition (FPCON) Relocation and Natural Disaster.** Due to the nature of the majority of the requirements, the Contractor shall work remotely with express consent and at the direction from the Functional Director. In the event of a FPCON Relocation or Natural Disaster, the Contractor shall relocate temporarily to a location designated by AFRC/SG and continue working on a short-term basis. In the event conditions exceed one week in duration, the contract will be temporarily suspended via written direction from the CO.
- **5.8 Training Requirements.** Contractor personnel shall complete mandated training required for performance of this contract in accordance with AFI 36-2201, Air Force Training Program, paragraph 7.4.10 as stated below and/or as required by the AFRC/SGSI COR. The required training shall be completed prior to commencing performance with evidence of course completion submitted to the COR.
 - Cyber Awareness Challenge (ZZ133098)Protecting Sensitive Information (ZZ133078)
 - AFMS HIPAA Privacy and Security/Refresher Training
- **5.9.** Credentials and Privileging Requirements. The contractor shall ensure all contracted providers meet credentialing, privileging, quality standards in accordance with AFI 44-119. Copies of required certification shall be furnished to the Contracting Officer prior to performance of this contract. Each required document must be sent in PDF for, one document per PDF, to ensure credentialing as soon as possible.
- 5.10 Non-personal Services. The Government will neither supervise contractor personnel nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor personnel. It shall be the responsibility of the Contractor to manage its personnel and to guard against any actions that are of the nature of personal services, or give the perception of personal services. The Contractor shall notify the AFRC/PKA CO immediately if any task requires action by the Contractor personnel that constitutes, or are perceived to constitute personal services. These services shall not be used to perform work of a policy/decision making or management nature, i.e. inherently governmental functions. All decisions relative to this program supported by the Contractor shall be the sole responsibility of the Government.

5.11 Security.

5.11.1 Overview. The Contractor shall comply with all security regulations and directives identified herein and other security requirements as shown elsewhere in this contract.

5.11.2 Information Security.

5.11.2.1 Controlled Unclassified Information Security. The Contractor shall handle and safeguard Controlled Unclassified Information in accordance with DoD Manual 5200.1-M, Volume 4 entitled, *DoD Information Security Program: Controlled Unclassified Information (CUI)*.

5.11.3 Physical Security.

- **5.11.3.1 Resource Protection and Integrated Defense.** The Contractor shall safeguard all government property in accordance with AFI 31-101, *Integrated Defense*, and any forms provided for Contractor use. The Contractor shall immediately report all thefts, vandalism, or destruction of property and equipment (Government or Contractor owned) to the Contracting Officer Representative (COR) of this contract.
- **5.11.3.2** USAF Restricted Area and Controlled Area Access. The requirements for USAF Restricted Area and Controlled Area access are detailed in AFI 31-101, *Integrated Defense*, and governed at each installation by the Integrated Defense Plan.
- **5.11.4 HQ AFRC Facility Access.** The Contractor on-site personnel shall be issued access control badges which will allow access to work centers, as applicable. Badges will be displayed while in HQ AFRC facilities; removed when departing HQ AFRC facilities. Personnel Security.

5.11.4.1 Background Investigation Requirements.

- **5.11.4.1.1 Processing.** The Contractor shall be responsible for processing all employee security clearances. The Servicing Security Activity at the installation will only process and forward requests for Contractor personnel background investigations requiring a Trustworthiness Determination (SF 85P) using the Electronic Questionnaires for Investigations Processing (e- QIP) system.
- **5.11.4.1.2 Contractor Notification.** The Contractor is notified by the Servicing Security Activity at the installation Personnel Security section of the results of the Contractor personnel background investigation for Trustworthiness Determinations.
- **5.11.4.1.3 COR Notification.** The Servicing Security Activity at the installation will notify the COR with the results of the Trustworthiness Determinations when they are returned from the Air Force Central Adjudicative Facility with an eligibility of "No Determination Made". The Contractor personnel shall not have access to sensitive information, automated information systems, or restricted areas until a final determination is made. The Servicing Security Activity at the installation notifies the COR with the final determination.
- **5.11.4.1.4 Terminations.** If Contractor personnel are terminated before the Government completes the Trustworthiness Determination, the Contractor's PM shall immediately forward written notice to the Servicing Security Activity at the installation with a copy of the notice to the COR.
- **5.11.4.1.5** Applicability to Security Clearance. The requirement for the background

investigation for a Trustworthiness Determination does not equate to a mandate for a security clearance, when applicable.

5.11.5 Privacy Act of 1974. The Contractor personnel shall have access to Privacy Act information that requires adherence with the Privacy Act of 1974, Title 5 of the U.S. Code, Section 552a, AFI 33-332, *Air Force Privacy Act Program*, and other applicable agency rules and regulations. The Contractor personnel shall follow agency procedures to identify and safeguard reports and data accordingly. The Contractor shall ensure that Contractor personnel assigned to this requirement are briefed annually on properly identifying and handling Privacy Act data and reports.

5.11.6 Network Security.

5.11.6.1 Overview. Network access is a privilege extended to Contractor personnel. Network access will be granted by the Government after all criteria have been met and may be suspended for cause as defined in AFI 33-115V2, Section 5.6. Network access will be approved by the Government in accordance with AFI 31-501, AFI 31-601, AFI 33-115V2 and V3, AFI 33-200, DoDI 8510.01, and DoDM 5220.22-M and its supplement. Pursuant to AFI 33-115V2, every individual who has access to the Air Force (AF) network (af.mil) or af.smil domain, specialized systems, and mission systems is a network user. Before becoming an Air Force network user, the

Contractor personnel shall have a favorable background investigation for the designated IT level and system, be trained, and licensed. This process of training and licensing ensures every AF network user is trained and aware of the basic principles of network security and their role in Information Assurance (IA). The Government will issue a Common Access Card in accordance with Air Force FAR Supplement clause 5352.242-9001 entitled, *Common Access Card for Contractor Personnel*, to Contractor personnel that meet the criteria (favorable trustworthiness determination, training and licensing).

5.11.6.2 Foreign Nationals. All Contractor personnel that are Foreign Nationals shall meet the requirements of AFI 31-501 prior to network access. The Contractor shall ensure the request for network access for Foreign Nationals in their employ are processed and approved by the Foreign Disclosure Office (FDO) in accordance with Air Force Security Systems Instruction (AFSSI) 8522 entitled, *Access to Information Systems*, paragraphs 3.2.1 and 3.2.3. All requests for must be staffed through the AFRC Foreign Disclosure Office at least 30 days in advance of the intended visit.

5.11.6.3 National Agency Check with Inquiries (NACI). As a minimum, contractor personnel shall successfully complete a NAC before beginning work on this contract. Requests for personnel hired at the beginning of the contract shall be submitted to the government not later than 30 working days from the contract start date. Upon contract award, initial employee NACI requests shall be submitted not later than 15 days prior to the beginning of the base period of performance. Requests for personnel hired subsequent to the contract start date shall be submitted to the government not later than five workdays from the contractor personnel's first duty day. Contractor personnel receiving unfavorable NACs shall not be employed. The government will submit requests for investigations on AF Form 2583, Request for Personnel Security Action, at no additional cost to the contractor. The contractor shall comply with the requirements of DoD 5200.2-R, *Personnel*

Security Program, and AFI 33-119, Electronic Mail (E-Mail) Management and Use.

- **5.11.6.4 Visitor Group Security Agreement (VGSA).** The Contractor shall enter into a VGSA with the Servicing Security Activity at the installation. The VGSA shall comply with the provisions of all applicable AF instructions. Coordination of the VGSA shall be accomplished by the signatures of personnel identified on the coordination page. The Contractor shall comply with AFFARS 5352.204-9000, *Notification of Government Security Activity and Visitor Group Security Agreements* (March 2012).
- **5.11.7** Unclassified Controlled Technical Information. The contractor shall safeguard Unclassified Controlled Technical Information in accordance with the Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 204.73 Safeguarding Unclassified Controlled Technical Information, Clause 252.204-7012 "Safeguarding of Unclassified Controlled Technical Information (NOV 2013)."
- **5.12 Health & Safety Program.** The Contractor is responsible for the safety and health of their personnel and protection of the public on Government work sites (DODI 6055.1, Paragraph E5.1). The Contractor shall maintain a health and safety program that meets OSHA standards. If the AFRC/PKA CO notifies the Contractor of a potential OSHA violation, the Contractor is obligated to comply with the applicable OSHA regulations. Incident or Mishap Procedures. The Contractor shall immediately call 911. The Contractor shall within one (1) hour notify the AFRC/PKA CO, AFRC/SGSI COR and Government Safety Manager of all mishaps or incidents at or exceeding \$2000 (material + labor) for damage to government property. This notification requirement shall also include physiological mishaps/incidents. A written or email copy of the mishap/incident notification shall be sent within three (3) calendar days to the AFRC/PKA CO (with copy to AFRC/SGSI COR) who will forward to the Government Safety Manager. For information not available at the time of initial notification, the Contractor shall provide the remaining information not later than twenty (20) calendar days after the mishap, unless extended by the AFRC/PKA CO. Mishap notifications shall contain, as a minimum, the following information:
 - (A) Contract, contract number, name and title of person(s) reporting
 - (B) Date, time and exact location of accident/incident
 - (C) Brief narrative of accident/incident (events leading up to the accident/incident)
 - (D) Cause of accident/incident (if known)
 - (E) Estimated cost of accident/incident (material + labor to repair/replace)
 - (F) Nomenclature of equipment and personnel involved in the accident/incident
 - (G) Corrective actions (taken or proposed)
 - (H) Other pertinent information

The Contractor shall, in the event of an accidental incident/mishap, take reasonable action to establish control of the incident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the incident/mishap investigative authority.

5.13 Fire Emergencies. The Contractor personnel shall dial 911 to report fire related emergencies.

5.14 Invoicing/Payment and Receipt/Acceptance.

5.15.1 In accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, the Contractor shall submit/process payment requests (invoices, Receiving Reports or combos) and receipt/acceptance documents via Invoice, Acceptance, Receipt and Property Transfer (IRAPT) located on the Wide Area Workflow eBusiness Suite (WAWF eBusiness Suite). Additional information regarding IRAPT is available at the site below.

https://wawf.eb.mil

- **5.15.2** CDRL deliverables may be submitted using WAWF or be submitted directly to the applicable MFT member in accordance with the CDRL. The CDRL will determine submittal requirements; however, separately priced data must be accepted in IRAPT in order for the Contractor to receive payment, and both separately priced and non-separately priced data must be accepted in IRAPT in order for the contract line item to be closed out.
- **5.15.3** Services will be accepted by the HQ AFRC/SGO COR.

5.16 Inspection of Services.

- **5.16.1** In accordance with FAR 52.246-4, Inspection of Services –Fixed-Price and FAR 52-246-5, Inspection of Services Cost-Reimbursement, the Government reserves the right to inspect Contractor performance.
- **5.16.2** In accordance with FAR 52.246-4 and 52.246-5, the Contractor shall maintain an inspection system acceptable to the Government. The Contractor and shall maintain records of inspections which shall be made available to the Government as long as the contract requires.
- **5.17 Health Insurance Portability and Accountability Act (HIPAA) Compliance.** The contractor shall comply with HIPAA privacy and security policies detailed below:

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

- (a) Definitions, as used in this clause:
- 1. Individual has the same meaning as the term ``individual" in 45 CFR 164.501 and 164.93 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 2. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 3. Protected Health Information has the same meaning as the term ``protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

- 4. Required by Law has the same meaning as the term `required by law" in 45 CFR 164.501 and 164.93.
- 5. Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- 6. Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.
- 7. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.
- (b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
- (c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- (d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.
- (e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.
- (f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.
- (g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.
- (h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
- (i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- (k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- **5.18 Confidentiality of Information.** Unless otherwise specified, all financial, statistical, personnel and/or technical data which is furnished, produced, accessed or otherwise available to the contractor during the performance of this contract are considered property of the Government and shall not be used for purposes other than performance of work under this contract nor be released by the contractor without prior written consent of the COR.
- **5.19 Personnel Qualification.** The Contractor shall have in-depth knowledge and past experience in the Aerospace Medicine, Medical Standards, Special Examination Techniques, Occupational Health and medical case management. Due to high operational tempo, the contractor shall have documented experience and training for these competencies, as well as certifications as required by AFI 44-119. The contractor is responsible for providing an appropriate mix of personnel with expertise in the following areas:
 - (A) All Physicians must possess a doctor of medicine degree or a doctor of osteopathy degree from an approved school of medicine or osteopathy
- (B) Board certification/board eligible in Aerospace Medicine, Resident in Aerospace Medicine (RAM) preferred
- (C) Graduates of the USAF School of Aerospace Medicine (USAFSAM) and/or equivalent program
- (D) All Physicians shall possess a valid, full, active, unrestricted medical license in good standing from any U.S. jurisdiction. Shall not be any history of adverse actions against the physician in the last 10 years
- (E) 5-7 years' experience and in-depth knowledge of United States Air Force Aerospace Medicine Enterprise, Flight and Operational Medicine and Air Force standards
- (F) Minimum of 3 years in the last 10 years of active duty USAF Senior Flight Surgeon experience
- (G) Proficiency in the use of Military Health Service/Air Force Medical Service enterprise software; ASIMS, PEPP, AIMWITS, AHLTA, HAIMS, ECT, JLV and MHS Genesis.
- (H) Strong Knowledge and understanding of the AF IDES, Line of Duty (LOD) program, and medical case management process
- (I) Experience working above Wing level (NAF, MAJCOM, HQ) highly encouraged with strong writing and communication skills with the ability to articulate strategic

5.20 CONFLICTS OF INTEREST

- **5.20.1 Organizational Conflicts of Interest.** The following restrictions and definitions apply to prevent conflicting roles which may bias the contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.
- **5.20.1.1** The Contractor may gain access to proprietary information of other companies during the contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the CO. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.
- **5.20.1.2** The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the CO.

5.20.2 Personal Conflicts of Interest

- **5.20.2.1** In addition to the requirements of "Organizational Conflict of Interest" contained in this PWS and FAR 52.203-16, Preventing Personal Conflicts of Interest, the Contractor agrees to immediately notify the CO of (1) any actual or potential personal conflict of interest with regard to any of its personnel having access to information under this contract, or (2) any such conflict involving subcontractor personnel or consultants, when the conflict becomes known to the contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee or consultant in performing the contract work.
- **5.20.2.2** The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the personal conflict of interest restrictions identified in this clause, unless excused in writing by the CO.
- **5.21 Data Deliverables & Reporting.** 100% compliance with complete, accurate and timely deliverables and reporting. Report(s) shall be delivered to the COR no later than the 10th day of each month.
- **5.21.1 General.** All deliverables shall be submitted to the COR, unless otherwise agreed upon. Documents and deliverables shall be submitted in a professional manner and on the prime contractor's letterhead. All deliverables shall be submitted by e-mail or on CD-ROM, whichever is more appropriate, as determined by the AFRC/SGO COR. The Government

uses Microsoft Office products and pdf format. All deliverables must meet professional standards and the requirements set forth in contractual documentation.

- **5.21.2 Monthly Status Report.** Each report shall include, at minimum, task area summaries including a narrative of work accomplished and significant events; cases processed; problem areas, travel, training and anticipated activity for the next reporting period. Electronic delivery and contractor's format are acceptable with COR approval. (CDRL A002 DI-MGMT-80368A)
- **5.21.3 Records Management.** All records, files, documents and work papers provided by the Government or generated in support of this requirement are Government property and shall be marked, maintained, and disposed of per AFMAN 33-363, *Management of Records*. On a routine basis, at least quarterly, documents shall be appropriately filed or disposition and made available to the government.
- **5.21.4** The Government will review the Contractor's performance under this contract as specified in the Quality Assurance Surveillance Plan (QASP). Surveillance methods include periodic surveillance of the contractor's performance, periodic reports and briefings provided to all levels of leadership. The Contractor shall detail issues encountered while providing sustainment support and steps taken to resolve them.
- **5.22 Contractor's Quality Control Plan.** The Contractor shall prepare a Quality Control Plan (QCP) that includes, at a minimum, the performance standards identified in the table at PWS Paragraph 2.0. (CDRL A004, DI-QCIC-81722)
- 6.0 GOVERNMENT POINTS OF CONTACTContracting Officer Representatives. The Contracting Officer will designate a COR in accordance with DFARS 252.201-7000 for this contract. The COR provides the Contractor personnel access to all available Government-furnished information, facilities, material, equipment, services, etc. as required, for this requirement. The COR also provides assistance to the AFRC/PKA CO with technical monitoring of the requirement and administration of the contract.
- **6.1 Points of Contact.** A list of the government team members for contract surveillance including the Contracting Officer and Contracting Officer Representative with applicable contact information is included in the COR Designation memorandum.
- **7.0 Compliance Documents.** The Contractor shall comply with the latest edition of the following directives, instructions, regulations, manuals and statutes.
 - Health Insurance Portability and Accountability Act (HIPAA)
 - Privacy Act of 1974
 - DODI 1241.01, Reserve Component (RC) Line of Duty Determination for Medical and Dental Treatments and Incapacitation Pay Entitlements
 - DoDI 1332.18, Disability Evaluation System (DES)
 - DoDI 1332.18v2, Disability Evaluation System (DES) Manual: Integrated Disability Evaluation System (IDES)
 - DODM 5200.2-R, Personnel Security Program

- DoD 5200.08-R, Physical Security Program
- DoDI 5210.42R, Nuclear Weapons Personnel Reliability Program (PRP) Regulation
- DoD 5220.22-M, National Industrial Security Program Operating Manual & Supplement 1
- DoD 5220.22-R, Department of Defense Industrial Security Program
- DoD 5400.11-R, Department of Defense Privacy Program
- DoD Directive 5400.11, Department of Defense Privacy Program
- DoDI 6130.03, Medical Standards for Appointment, Enlistment, or Induction in the Military Services
- DoDI 6490.07, Deployment-Limiting Medical Conditions for Service Members and DoD Civilian
- AFI 10-203, Duty Limiting Conditions
- AFI 16-1404, Air Force Information Security Program
- AFI 16-1406, Air Force Industrial Security Program
- AFI 31-501, Personnel Security Program Management
- AFI 33-115V2, Licensing Network Users & Certifying Network Professionals
- AFI 36-2004, Interservice Transfer of Officers to The United States Air Force (USAF) and The United States Air Force Reserve (USAFR)
- AFI 36-2132, Full-Time Support (FTS) to the Air Force Reserve
- AFI 36-2254v1, Reserve Personnel Participation
- AFI 36-2629, Individual Reservist (IR) Management
- AFI 36-2905, Fitness Program
- AFI 36-2910, Line of Duty Misconduct Determination
- AFI 36-3205, Applying for the Palace Chase and Palace Front Programs
- AFI 36-3212, Physical Evaluation for Retention, Retirement and Separation
- AFI 41-210, Tricare Operations and Patient Administration Functions
- AFI 48-101, Aerospace Medicine Enterprise
- AFI 48-123, Medical Examinations and StandardsAFI 48-149, Flight and Operational Medicine Programs (FOMP)
- AFI 91-204, Safety Investigation & Reports
- AF Waiver Guide
- AF Medical Standards Directory (MSD)
- AFRC Consolidated Program Memorandum (CPM)
- Robins AFIB 32-2001, Fire Protection Operations & Fire Prevention Program
- Occupational Safety and Health Administration Standards (OSHA)