

PERFORMANCE WORK STATEMENT
LYSTER ARMY HEALTH CLINIC
FORT RUCKER, AL

SECTION 1

1. General. This performance work statement (PWS) is for healthcare housekeeping and related services at Lyster Army Health Clinic (LAHC), Fort Rucker, AL and multiple medical treatment facility (MTF) in the health service area (HSA) of LAHC. As a performance based contract, the requirements are stated in terms of desired results with associated quality standards. Healthcare environmental cleaning shall be performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.

1.1. Description of Services. The contractor shall furnish all personnel, training, labor, equipment, tools, supplies, management, administration, and services, except as may be expressly set forth as government furnished, and otherwise do all things necessary to perform and provide the work efforts described in the PWS.

1.2. Background. LAHC is a general HEALTHCARE MTF sited at building 301 in Fort Rucker, AL, and is currently part of the US Army Medical Command (MEDCOM). Section 702 of the FY17 National Defense Authorization Act (NDAA) established the Defense Health Agency (DHA) as responsible for administration of the military MTFs starting on 1 October 2018. It is currently expected that this MTFs will be under direct DHA management not later than 1 October 2019. It is accredited by the Joint Commission (JC). The mission of LAHC is to provide world-class medicine to the military personnel and their families in safe, clean, and aesthetically-pleasing MTF. LAHC is located APPROXIMATELY 1 MILE South of Daleville, AL

1.2.1. The Healthcare facility consists of a three distinct buildings. The Clinic has two floors including a ground level floor that houses Flight Training for the Army Aviation Center at Fort Rucker. The 1st Floor houses our VA Tenants for the Veterans Affairs Department, and the 2nd floor accommodates all Outpatient Clinics: the Command Suite, Pathology, Radiology, Occupational Therapy, Physical Therapy, Outpatient Records, Pharmacy, Life Space Center, and administrative and logistical support functions. The first floor also houses the Managed Care Division and Tri-care Division. The MTF consist of the main clinics noted above and supports a Magnetic Resonance Imaging (MRI) and Emergency Medical Service (EMS). LAHC has support from other tenants such as: one Army Substances Abuse Program, one Preventive Medicine Clinic, Facilities Management and Logistic Division, and one Medical Supply Warehouse within the complex. There are an additional two facilities located on Fort Rucker in the municipalities of one Brown Dental Clinic and one Veterinary Clinic. Exhibit C provides a complete listing of facilities supported by this contract.

1.3. Objective. The contractor shall provide healthcare environmental cleaning services that prioritize infection control while optimizing cleaning practices in support of LAHC's mission of providing quality healthcare in safe, hygienic, and aesthetically-pleasing MTFs.

1.4. Scope. The contractor shall provide healthcare environmental cleaning services to LAHC to include all MTFs within the HSA of Fort Rucker, AL. Requirements for this effort are determined by square feet (SF) of designated spaces to be cleaned. The estimated SF quantity for LAHC and multiple MTFs in the HSA is 200,959_SF. There may be reduced or additional SF for newly constructed buildings and/or building expansions that will require services as they are completed or a reduction of SF for facilities closing as a result of consolidation of services.

1.4.1. The following are projects currently undergoing construction or renovation: Reserved.

1.5. Ordering Period. The ordering period is five years from date of contract award. Task Orders (TO) will be funded by annual appropriations and each TO will not exceed one year except when authorized by law or by exercise of TO option periods.

1.6. Commercial Standards/Advisory Recommendations. The following commercial standards and advisory recommendations are applicable to this effort:

1.6.1. Association for the Healthcare Environment (AHE) Practice Guidance for Healthcare Environmental Cleaning manual.

1.6.2. International Sanitary Supply Association (ISSA) and Cleaning Industry Management Standard for Green Buildings (CIMS-GB). The contractor shall maintain ISSA CIMS-GB certification throughout the contract period.

1.6.3. Advisory recommendations of the Association of PeriOperative Registered Nurses (AORN).

1.6.4. Advisory recommendations of the Centers for Disease Control and Prevention (CDC) and The Healthcare Infection Control Practices Advisory Committee (HICPAC), "Guidelines for Environmental Infection Control in Health-Care Facilities".

1.6.5. Clinical Nursing Skills and Techniques, 8th edition, Perry, Potter, Ostendorf.

1.6.6 .American National Standards Institute/Association for the Advancement of Medical Instrumentation publication (ANSI/AAMI) ST65:2008, "Processing of reusable surgical textiles for use in health care facilities."

1.7. Hours of Operations. As healthcare operations include a wide range of services from inpatient to outpatient care, the housekeeping program must accommodate differing work hours. Normal operating hours are 7:30 am – 4:30 pm local time, Monday through Friday, except where otherwise specified in this PWS. In some areas, due to the volume of personnel, type of operation, or other considerations, cleaning shall be accomplished at times other than during normal operating hours. See Exhibit D for details of building/room by square footage, type of services, and operational hours and shifts.

1.8. Holidays. The following is a list of regular federal holidays as referenced elsewhere in the contract and PWS:

New Year's Day, January 1st
Martin Luther King's Birthday, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11th
Thanksgiving Day, 4th Thursday in November
Christmas, December 25th

1.8.1. The contractor shall not provide healthcare environmental cleaning services on federal holidays as they are not open on federal holidays.

1.8.2. Military training holidays are not considered federal holidays. The contractor shall provide healthcare environmental cleaning services on military training holidays as a regular working day. The failure of the contractor to provide healthcare environmental cleaning services on military training holidays is considered a violation of the terms and conditions of this contract

1.8.3. Any of the above federal holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

1.9. Key Personnel. The contractor shall provide sufficient management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the contractor shall designate a single manager to oversee this task and supervise staff assigned to this task. The contractor shall provide sufficient contract service providers (CSPs) experienced in the conduct of similar hospital operations. Key personnel consist of the executive housekeeper.

1.9.1. Executive Housekeeper The contractor shall provide an executive housekeeper to serve solely at LAHC and the MTFs in the HSA of LAHC. The executive housekeeper shall serve as the onsite manager and represent the contractor in performing all duties to ensure compliance with the provisions of the contract.

1.9.1.1. Certification and Experience Requirements. The executive housekeeper shall meet or exceed the following: Certified by the AHE as a Certified Healthcare Environmental Services Professional (CHESP) or the International Executive Housekeeper's Association (IEHA) as a Certified/Registered Environmental Services Executive (C/RESE). All certifications shall be maintained active and current throughout the term of the contract. The executive housekeeper shall possess a minimum of two years of specific healthcare housekeeping experience within the last five years in an MTF of comparable size and services as LAHC or an equivalent civilian MTF (not general housekeeping. MTF.

1.9.1.2. Absence from Duty. The contractor shall provide oral notification no later than two hours after commencement of the designated shift, followed by written notification within 24 hours, to the Contracting Officer's Representative (COR) for any unscheduled absence of the executive housekeeper. For scheduled absences, the contractor shall notify the COR in writing at least seven calendar days before any scheduled absence. Extended absences; e.g., four or more consecutive weeks, or the ongoing use of substitute personnel at the MTF, shall constitute nonperformance.

1.9.2. Replacement of Key Personnel. All proposed replacement of key personnel shall be submitted in writing to the Contracting Officer (KO) and the COR at least 15 calendar days prior to the proposed replacement. All proposed replacements shall meet the minimum qualifications of the person being replaced prior to assuming the position.

1.9.3. Availability of Key Personnel. The executive housekeeper shall be available to meet with the COR on site during normal operating hours. The contractor shall provide the KO and COR phone numbers for the executive housekeeper during duty and non-duty hours (to include evenings, holidays, and weekends). After duty hours, the executive housekeeper shall be available on site within two hours of notification.

1.10. Miscellaneous Contract Service Personnel (CSP) Requirements. The contractor shall maintain satisfactory standards of CSP competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his CSPs as may be necessary. The contractor shall ensure that CSPs do not disturb papers on desks, open desk drawers or cabinets, or use government telephones, except as authorized.

1.10.1. The contractor shall ensure its CSPs are able to speak, read, and write in English in order to effectively communicate with government personnel.

1.10.2. Personnel Roster: The contractor shall submit a monthly, written updated personnel/CSP roster to the COR not later than the 5th calendar day of each month (See Exhibit B, Deliverables, Paragraph 3.e.). New CSPs and any proposed new hires that have not been cleared (background checks and all immunizations) by the COR but listed on the personnel roster shall not be allowed to work in the MTF until approved by the COR.

1.10.2.1. Person Hour Reports. The contractor shall submit a written man-hour report to the COR not later than the 5th calendar day of each month. The man-hour report shall include the total number of hours worked by direct labor CSPs during the previous month. Direct labor is CSPs who are directly involved in the production of goods or services. Indirect labor is CSPs (such as supervisors, administrative support, quality control, etc.) who do not directly produce goods or services, but who make their production possible or more efficient (See Exhibit B, Deliverables, Paragraph 3.c).

1.10.3. Uniforms. The contractor shall comply with MTF Infection Prevention Control Standards (LAHC Policy Memo 14-04). All CSPs shall wear distinctive uniform clothing for ready identification. Uniforms shall be neat, clean, and in good repair, and have a badge or monogram with the contractor's name on it. CSPs shall wear contractor-provided approved uniforms at all time while performing housekeeping duties except when working in areas requiring government-furnished surgical garments. CSPs shall not wear artificial nails, tips, or extensions and must be in compliance with MTF Infection Prevention Control Standards and the Centers for Disease Control and

Prevention's (CDC) Guideline for Hand Hygiene in Health-Care Settings. Fingernails (no longer than ¼") shall be clean and free of dirt.

1.10.4. Sexual Harassment/Assault Response and Prevention (SHARP). The contractor shall comply with OTSG/MEDCOM Policy Memo 16-033, Sexual Harassment/Assault Response and Prevention Program, 29 March 2016. The SHARP reporting requirements apply only to knowledge obtained by contractor personnel while performing services under this contract.

1.10.4.1. The contractor shall require all CSPs with knowledge of an incident of sexual assault occurring on a Government facility, to include a government leased facility, where the contractor is providing services under this contract, to report the incident to the contractor who shall immediately (within 24 hours of gaining knowledge of the incident) report the incident in writing to the government's COR. This reporting policy also applies to sexual assault incidents involving MEDCOM personnel that occur on the contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contractor personnel or government personnel, or other individuals, when the incidents occur on a government facility or a government leased facility. (See Exhibit B, Deliverables, Paragraph 5.m.)

1.10.4.2. The contractor shall require all CSPs with knowledge of an incident of sexual harassment occurring on a Government facility, to include a Government leased facility, where the contractor is providing services under this contract, to report the incident to the contractor who shall immediately (within 24 hours of gaining knowledge of the incident) report the incident in writing to the government's COR. This reporting policy also applies to sexual harassment incidents involving MEDCOM personnel that occur on the contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contractor personnel or Government personnel, or other individuals, when the incidents occur on a Government facility or a Government leased facility. (See Exhibit B, Deliverables, Paragraph 5.n.)

1.11. Installation Access.

1.11.1. Access and General Protection Security Policy and Procedures. All contractor and sub-contractor CSPs performing tasks on the PWS shall comply with applicable installation facility and area commander installation/facility access local security policies and procedures which will be provided to the contractor by a government representative within five working days of contract award. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or MTF Security Officer. CSPs shall comply with all personal identity verification requirements as directed by the Department of Defense (DOD), Headquarters Department of the Army (HQDA) and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.

1.11.2. Trusted Associated Sponsorship System (TASS).

1.11.2.1. The contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

1.11.2.2. The contractor shall comply with agency personal identity verification procedures in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal information system.

1.11.2.3. The contractor shall ensure compliance with the provisions set forth below. For purposes of the Federal Acquisition Regulation (FAR) Clause 52.204-9, the government will designate a Trusted Agent (TA) for this contract. The government reserves the right to amend or supplement these provisions pursuant to the FAR 52.212-4(c) clause in the contract.

1.11.2.4. The contractor is responsible for absences of CSPs due to expired identification and access documents. Such absences shall not relieve the contractor of its obligation to perform the services required under this contract.

1.11.2.5. The government will sponsor the EH and AEH only for a Defense Enterprise Email Online (DEE) account. The CSP e-mail addresses will identify them as a contractor and use the format firstname.lastname.ctr@mail.mil. The DEE will be discontinued by the government when the CSPs no longer require access.

1.11.2.6. The government TA will send a notice through the TASS to the EH and AEH's e-mail address provided in accordance with (IAW) the above requirement. The EH and AEH's user ID and password will be provided in the e-mail and will be require a change at first log-in. In the event the e-mail message is not received, the contractor may request the username and password from the TA and proceed to the website <https://www.dmdc.osd.mil/tass> to complete the process.

1.11.2.7. The CSP shall log into the TASS and complete the verification process by submitting the application back to the TA for approval.

1.11.2.8. The application will be accepted, returned, or rejected by the TA. Notice as to whether the application has been accepted, returned, or rejected will be provided to the EH and AEH's e-mail address within 48 hours after submission. If the application is returned or rejected, the EH and AEH shall contact the TA and comply with the TA's guidance to attempt to correct and resolve the issue(s).

1.11.2.9. Upon approval of the application, the EH and AEH will receive an e-mail stating the Common Access Card (CAC) application was approved. The applicant must then go to a Real-Time Automated Personnel Identification System (RAPIDS) Issuing Facility to have the government credential issued. The EH and AEH must present two acceptable forms of ID which may include: Driver's License, Military ID, Contractor Company ID with picture and expiration date, charge card with picture imprinted, or passport.

1.11.2.10. Revalidation Requirements. The TA is required to revalidate the EH and AEH in the TASS, every 6 months. In the event revalidation is denied, the CAC credential shall be revoked and the CAC will not be useable to log in.

1.11.2.11. Out-processing Requirements. When a EH and AEH's performance under this contract ceases, the EH and AEH shall personally bring the CAC to the TA and complete the DA Form 2962. The TA will revoke the CAC from the TASS.

1.12. Removal from Contract Work. The KO or COR may request the contractor immediately, temporarily or permanently, remove an CSP(s) from the work site when it is determined that the CSP's behavior is contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population.

1.12.1. The contractor shall comply with any removal request. For clarification, a determination to remove a CSP will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1.12.2. The KO will make all determinations regarding the removal of any CSP(s) from work site(s), except under certain conditions. When a KO is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the government or is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population, the COR will have the authority to request immediately removal of the CSP from the work site. CSPs that are removed from contract work shall be required to leave the work site immediately. The CAC card and any Government issued badges of the CSP shall be collected by the contractor before departure of the CSP.

1.12.3. Law enforcement officers of the Military Police/Department of Homeland Security (DHS)/Immigration and Customs Enforcement (ICE)/Federal Protective Service (FPS) will have the authority to immediately remove any CSP from the work site when delay in removal would not be in the best interest of the government, security, or is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility

and its population. The KO and COR will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The KO will make all official notifications to the contractor.

1.12.4. The contractor shall meet the terms and conditions of the contract, to include the PWS standards, regardless of CSP(s) removal from the work site.

1.13. Training: The contractor shall maintain a training program and documentation in the format prescribed in AR 40-68, Clinical Quality Management. The contractor shall provide initial training and developmental training in healthcare environmental cleaning topics to all CSPs. The contractor shall provide a monthly, written report of training conducted to the COR not later than 5th calendar day of each month. The training report shall include dates training conducted, names of CSPs in attendance, and subjects of training. The contractor shall provide a copy of all lesson plans to the KO and/or COR at least 15 days prior to the scheduled training date (See Exhibit B, Deliverables, Paragraph 3.d).

1.13.1. CSPs not previously trained in healthcare environmental cleaning, including infection prevention and control, and safe handling and management of Regulated Medical Waste (RMW), may not perform work in a government MTF until this training requirement is completed. CSPs with previous and documented healthcare housekeeping training, including infection prevention and control, and safe handling and management of RMW shall complete retraining and/or specified training within two weeks after starting work.

1.13.2. Asbestos Awareness Training. The contractor shall comply with training requirements of 29 Code of Federal Regulations (CFR) 1910.1001. The contractor shall ensure all CSP, to include subcontractor CSPs, complete training required by 29 CFR 1910.1001 prior to or at the time of initial assignment and annually thereafter. The contractor shall submit documentation of completed training within 30 calendar days of CSPs starting work or initial assignment to an asbestos-containing material (ACM) area and within five calendar days of the annual training. (See Exhibit B, Deliverables, Paragraph 4.f and 5.o).

1.13.3. Government Provided Training. Due to the complex requirements necessary to perform government-provided training (with the exception of), the contractor shall provide government-provided training requirements with the COR as needed for new CSPs and annual requirements. The contractor shall document all government-provided training. CSPs to include orientation and annual training requirements. The contractor shall additionally ensure all CSPs accomplish government-provided training as identified below:

1.13.3.1 The contractor shall ensure all CSPs attend MTF's required orientation training within 30 calendar days of the CSP starting work. MTF's training will be provided monthly for all new CSPs. The contractor will be provided training schedules and shall ensure that all required CSPs attend.

1.13.3.2. Regulated Medical Waste (RMW) Packaging Training. All CSPs involved in the packaging of RMW for commercial shipment shall complete the Army Public Health Center, Medical Waste Transport Course (initial and refresher) IAW DOD 4500.9-R, Defense Transportation Regulation – Part II, Cargo Movement, chapter 204, paragraph D and 49 CFR 172.704, Training Requirements.

1.13.3.3. Antiterrorism (AT) Training.

1.13.3.3.1. AT Level I Training. All CSPs, to include subcontractor CSPs, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date and annually thereafter. The contractor shall ensure that all new CSPs complete AT Level I Training within 30 calendar days of starting work and annually thereafter. The contractor shall submit certificates of completion for each affected CSP and subcontractor CSP, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all CSPs and subcontractor CSP (See Exhibit B, Deliverables, Paragraphs 1.c, 4.b, and 5.g). AT Level I awareness training is available at the following website: <https://jkodirect.jten.mil>. CSPs without a CAC can complete the training and obtain their certificate at the following website: <http://jko.jten.mil/courses/at11/launch.html>.

1.13.3.3.2. iWATCH Training. The contractor and all associated sub-contractors shall brief all CSPs on the local iWATCH program (training standards provided by the MTF antiterrorism officer). This local developed training

will be used to inform CSPs of the types of behavior to watch for and instruct CSPs to report suspicious activity to the COR. The contractor shall submit documentation of iWatch training completion to the COR within 30 calendar days after contract award. The contractor shall report IWATCH training of new hires with monthly training reports (See Exhibit B, Deliverables, Paragraphs 1.d. and 3.d.).

1.13.3.4. DOD Cyber Awareness Training. All CSPs with access to a government information system must successfully complete the DOD Information Assurance Awareness training prior to access to the information systems and then annually thereafter. The contractor shall submit course certificates to the COR within five calendar days of completion for each affected CSP (See Exhibit B, Deliverables, Paragraphs 1.f., 4.d., and 5.i.).

1.13.3.5. The contractor shall comply with OTSG/MEDCOM Policy Memo 16-035, Privacy Act and Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Training, 11 May 2016. The contractor shall ensure that all persons receive HIPAA training within 30 days of their assignment to the MTF and annually no later than the 12th month anniversary of their previous training. The contractor shall submit course certificates to the COR within five calendar days of completion for each affected CSP. (See Exhibit B, Deliverables, Paragraphs 4h and 5r).

1.13.3.6. Operations Security (OPSEC) Training. The contractor shall ensure all CSPs complete OPSEC training within 30 calendar days of hire and annually thereafter IAW AR 530-1, Operations Security. OPSEC training is available online at <http://cdsetrain.dtic.mil/opsec/index.htm>. The contractor shall submit course certificates to the COR within five calendar days of completion for each affected CSP (See Exhibit B, Deliverables, Paragraphs 1.e., 4.c., and 5.h.).

1.13.4. SHARP Training. The contractor shall ensure all CSPs receive SHARP training not later than 60 calendar days after CSP begin performance under this contract. Training can be obtained either online or in person. If CSPs have an Army Knowledge Online (AKO) account, they can access online training. Study course through Army Learning Management System (ALMS) at <http://www.usc.army.mil/tadl/delivery/alms.asp>. The contractor shall submit documentation of completion of training not later than 5 days after annual training and not later than 30 days after completion of training for new hires (See Exhibit B, paragraph 4. and 5.s).

1.13.5. The COR will provide training space on the MTF premises, as necessary.

1.14. Health Requirements. The contractor's CSPs shall meet all health requirements under this contract. The following requirements are, except where otherwise indicated, considered the minimum essential for performance of this contract:

1.14.1. CSPs shall be properly screened and medically cleared (to include required immunizations) with proper and complete documentation prior to working on-site at LAHC or any of the collective MTFs and on an annual basis thereafter. Medical clearances or certificates issued by a source approved by the State shall be maintained by the contractor for each CSP and available for government inspection by the KO or COR at all times (See Exhibit B, Deliverables, Paragraph 5.l).

1.14.2. The following immunizations, to include pre-employment screenings, shall be considered the minimum requirements essential for performance under this contract.

1.14.2.1. Tuberculosis Screening shall follow the CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings, 2005 and MEDCOM Regulation 40-64, 26 November 2013, Tuberculosis Surveillance and Control Program. The contractor shall ensure CSPs receive TB testing whenever CSPs are working in an environment in which DOD employees are required to undergo this testing.

1.14.2.1.1. CSPs with positive tuberculin reactions shall have documentation of chest-x-ray results not older than 12 months. CSPs with undocumented or expired chest x-ray results shall not be permitted to work within the LAHC MTFs as determined by the MTF Occupational Health Nurse. Chest x-ray retesting of positive tuberculin reactors shall be required every 12 months, or as needed if symptomatic, as determined by the MTF Occupational Health Nurse.

1.14.2.2. Mumps, Rubella, Rubeola, and Varicella Screening.

1.14.2.2.1. Screening tests for the presence of Rubella, Rubeola, Mumps and Varicella antibodies must be performed, and individuals with non-protective titers shall be immunized.

1.14.2.2.2. If a CSP has had screening tests for the presence of Rubella, Rubeola, Mumps and Varicella antibodies and can obtain a statement from a physician or authorized official attesting to the fact that the CSP has a protective Rubella, Rubeola, Mumps and Varicella titers, the immunizations will not be required.

1.14.2.3. Diphtheria-Tetanus. The CSP is required to have a Diphtheria-Tetanus immunization within the past 10 years and a onetime vaccination of the Tetanus-Diphtheria-Pertussis (Tdap).

1.14.2.4. Polio. The individual is required to have a completed series of Polio vaccine, once as an adult.

1.14.2.5. The position of Hospital Housekeeper is considered to have potential occupational exposure to bloodborne pathogens. The contractor shall provide hepatitis B vaccination IAW 29 CFR 1910.1030, Bloodborne Pathogens Standard to all CSPs.

1.14.2.6. All CSPs are required to have an annual influenza immunization provided by the contractor

1.14.3 CSP considered by government Occupational Health to be infectious to patients or to health care facility personnel IAW the MTF's employee health policies and regulations shall not be permitted within the premises. The contractor shall present a medical release or certification to return to work for the affected CSP to Occupational Health prior to their working under the provisions of this contract.

1.14.4. MTF will provide agency to prevent loss of life or limb or suffering to the contractor's CSPs working at MTF. The contractor shall reimburse the government for medical services provided IAW current policies regarding civilian emergencies for CSP. Required follow-up medical examinations and treatment for all job related injury or illness shall be the responsibility of the contractor.

1.14.5. CSPs who have a laceration (needle stick); occur a mucous membrane exposure to blood or other body fluids will receive initial treatment at the LAHC IAW LAHC Regulation 40-1. The contractor shall be responsible for payment of follow-up treatment/monitoring of CSP.

1.15. Building Security and Key Control Management. The contractor shall comply with US Army Medical Command (MEDCOM) Regulation 190-1, Key Control and Physical Security Standards.

1.15.1 Key Control. The contractor shall maintain the approved key control procedures for all keys issued to the contractor by the government. The contractor shall orally report not later than one hour after discovery any lost, stolen or duplicated keys to the COR followed by a written report within 24 hours. If lost during hours when COR is not available, the oral report shall be given to the Administrative Officer of the Day (AOD), and followed up on the next business day with a written report to the COR.

1.15.1.1 In the event keys, other than master keys, are lost, stolen, or duplicated the contractor shall, upon direction of the KO, reimburse the government for the cost to re-key or replace the affected lock or locks. The government may re-key or replace the affected lock or locks, at its option. In the event a master key is lost, stolen, or duplicated, all locks and keys for that area shall be replaced by the government and the cost shall be charged to the contractor. The contractor shall reimburse the government IAW FAR 52.245-1.

1.15.1.2 The contractor shall prohibit the use of government-issued keys by any persons other than contractor's CSPs. The CSPs shall unlock only the doors and windows necessary for the cleaning function. The contractor shall prohibit the opening of locked areas by CSPs to permit entrance of persons other than contractor's CSPs engaged in the performance of assigned work in those areas or personnel authorized entrance by the COR.

1.15.2. All rooms or areas a CSP unlocks shall not be left unattended and unlocked during the cleaning process. The contractor's CSPs shall lock all doors and windows when they finish the cleaning process. CSPs shall report

difficulty in closing and locking doors or windows to the supervisor on duty. The supervisor on duty shall immediately report such difficulty to the COR or AOD.

1.16. Safety and Health Plan. The contractor shall comply with Occupational Safety and Health Administration (OSHA) standards as a minimum level of safety and health performance and establish more stringent standards where necessary for effective CSP protection. At a minimum, the contractor's safety and health program shall address the following PWS-specific safety and health requirements:

1.16.1. The contractor shall develop and maintain an Exposure Control Plan fully compliant with OSHA Blood borne Pathogen Standard (29 CFR 1910.1030) not later than 30 days after contract award. A copy of this document shall be made available to the COR upon request. (See Exhibit B, Deliverables, Paragraph 5.b.)

1.16.2. The contractor shall comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200 HCS 2012) and Hazard Communication Program United States Army Aeromedical Center (USAAMC) Memo 200-1.

1.16.3. The contractor shall comply with the LAHC Fire Safety Management Plan, National Fire Protection Association (NFPA) 101, Life Safety Code and all other applicable codes shall be considered mandatory and enforceable throughout the term of this contract. All CSPs shall participate in quarterly, or as required, fire drills when on duty.

1.16.4. The contractor shall comply with the provisions set forth below and FAR Clause 52.236-13 (with Alternate I), Accident Prevention. The contractor shall comply with the LAHC Patient Safety Program outlined in LAHC Safety Management Plan. The contractor shall submit accident, injury and incident reports on contractor's form. A copy of all accidents, injuries and incidents shall be submitted within one working day of incident to the COR. (See Exhibit B, Deliverables, Paragraph 5e)

1.16.4.1. When a contractor's CS detects a condition that may cause injury or illness, a verbal report shall be made without delay to the immediate supervisor. The supervisor shall take immediate corrective action within thirty minutes of being notified about conditions under contractor control and immediately report all unsafe or unhealthful conditions in person to the AOD and COR within one hour.

1.16.5. ACM, to include but not limited to insulation, flooring, and other building materials, may be encountered by the contractor during the performance of healthcare environmental cleaning. The locations of ACM are identified by building and area in EXHIBIT H, ACM Locations. On an as needed basis when changes occur regarding locations of ACM, the government will provide the contractor with an updated EXHIBIT H not later than five working days after changes.

1.16.5.1. The contractor shall comply with 29 CFR 1919.1001, Asbestos in the performance of healthcare environmental cleaning in areas containing ACM. In the event that ACM is disturbed in the performance of healthcare environmental cleaning (e.g., floor care), the contractor shall telephonically notify the COR and KO within two hours and in writing within 24 hours of disturbance (Ref. Exhibit B, Deliverables, Paragraph 5p). Upon notification of disturbance by the contractor, the COR and KO will provide further guidance to the contractor regarding performance of services in the disturbed ACM location.

1.17. Emergency Management Plan (EMP). The contractor's key personnel shall be thoroughly familiar with LAHC Emergency Management Plan. All contractor CSPs shall be trained by the contractor to fully understand their responsibilities relative to each emergency plan. Healthcare environmental cleaning are considered "mission-essential functions" and must be performed under all circumstances. The contractor shall be required to perform the services required by the contract and as identified by the COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, CSP strikes, other service contractors on strike, civil disturbances, natural and man-made disasters, and utility service outages.

1.18. Healthcare Environmental Cleaning Procedures Manual. The contractor shall submit a written healthcare housekeeping procedures manual to the KO and COR not later than 15 calendar days after contract award date. As necessary, the contractor shall update/revise the Housekeeping Procedures Manual and submit the updated/revise

document to the KO and COR for review/approval before implementation. (See Exhibit B, Deliverables, Paragraphs 1.g. and 5.c).

1.19. Quality Control

1.19.1. Quality Management Standard. The contractor shall maintain ISSA CIMS-GB certification throughout the contract period.

1.19.2. Quality Control Program. The contractor shall maintain a quality control program that ensures healthcare housekeeping and related services are performed IAW commercial standards, advisory recommendations, and federal, state, installation, and MTF policies, procedures, and regulations as identified in this PWS. The contractor shall provide procedures to identify, prevent, and ensure non-performance and continual repetition of defective service does not occur.

1.19.3. Quality Control Plan (QCP). The contractor shall update/revise the QCP, as necessary, and submit the updated/ revised QCP to the KO and COR not later than 7calendar days for review/comments prior to implementation (See Exhibit B, Deliverables, Paragraph 1.a and 5.f.)

1.19.4. Quality Control Inspection Report. The contractor shall submit a monthly written report to the KO and COR not later than 5th calendar day of each month of contractor inspection results and actions in process to improve quality. Subject reports shall identify the performance/cleaning level based on the inspection performed. They shall also include (1) the type of task (machine scrub, etc.) inspected, (2) the day and shift the task was accomplished, (3) the facility number (4) inspection date/time/result (5) name of the inspector, and (6) action taken if applicable (See Exhibit B, Deliverables, Paragraph 3.b).

1.20. Contractor Manpower Reporting (CMR). The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for LAHC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://sam.gov>

1.20.1. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2022. Contractors may direct questions to the help desk at help desk at <https://sam.gov>.

1.21. Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend the post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, COR, and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the KO will apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the government of issues/concerns, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

SECTION 2

2.1. DEFINITIONS. The following terms used throughout this PWS shall have the following meanings:

Acceptable Quality Level. AQL is the maximum allowable percentage of deviation from perfect performance for an individual service output.

Advisory Documents. Directives the contractor may use for information and guidance and which are not binding for compliance.

Asbestos-Containing Material. Any material containing more than 1% asbestos.

Bloodborne Pathogens Standard. The OSHA standard to eliminate or minimize occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), and other blood borne pathogens.

Cleaning. The removal of visible soil and organic contamination from a device or surface using the physical action of scrubbing with a surfactant or detergent and water.

Common Access Card. Smart card-based technology and systems used to transform and improve security in DoD processes and mission performance thereby enhancing readiness while also improving business processes. The standard identification card for active duty Uniformed Services personnel (to include the Selected Reserve), DoD civilian employees, eligible contractor personnel, and eligible foreign nationals. The Department's primary platform for the public key infrastructure authentication token used to access DoD computer networks and systems in the unclassified environment where a common access card is used for government security in the classified environment. It is the principal card enabling physical access to installations. The CAC enables encrypting and cryptographically signing email facilitating the use of PK authentication tools, and establishes an authoritative process for the use of identity credentials.

Community Based Primary Care Clinic. An MTF located off the installation in leased facilities managed by the parent MTF near the communities in which Soldiers and their families reside.

Continuous Policing. (See Steadfast Policing)

Contract Discrepancy Report. A report that requires the contractor's response when performance is unsatisfactory. The CDR requires the contractor to explain, in writing, why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of problems will be prevented.

Contracting Officer (KO). The individual with the authority to enter into, administer, and/or terminate contracts. The KO is the exclusive government official authorized to execute changes and authorize deviations or variations from the contract.

Contracting Officer's Representative (COR). The medical facility person responsible for assisting in administration of the government's quality assurance portion of the contract. This person is designated in writing by the KO to be responsible for quality assurance, inspection, surveillance documentation and acceptance of the contractor's services. A copy of the letter of designation will be provided to the contractor.

Diffusers. The outside (that part accessible to cleaning without removal) of HVAC registers, grills and covers.

Disinfection. A process that eliminates many or all pathogenic microorganisms, except bacterial spores, on inanimate objects. In health-care settings, objects usually are disinfected by liquid chemicals or wet pasteurization. Unlike sterilization, disinfection is not sporicidal.

Disinfection Cleaning. Falls between the processes of physical cleaning and sterilization for the elimination of disease-producing microorganisms, but not spores, from inanimate objects via pasteurization or liquid chemicals. The goal is to create a clean, safe, attractive environment for patients, staff, and visitors.

Facility Defects. Flaws in the physical building/facilities caused by age, breakdown, damage, or other causes. These may be cosmetic or causing further damage to personnel. Defects will be identified as routine or emergency based upon urgency of repair.

Hard Surface Floors. Floor surfaces that do not require application or removal of floor finish or polishing. Examples include grouted tile floors in restrooms and utility rooms.

Health Service Area. A geographical area in which a single MTF has responsibility for providing medical, dental, and veterinary services to eligible beneficiaries. The HSAs are titled after the name of the installation where the MTF is located.

Healthcare Acquired Infection. Infections patients acquire during the course of receiving treatment for other conditions within a healthcare setting.

Hospital Grade Disinfectant. A disinfectant registered with the Environmental Protection Agency (EPA) for use in hospital, clinics, dental offices, or any other medical-related facility. They have proven effectiveness minimally against *Salmonella choleraesuis*, *Staphylococcus aureus*, and *Pseudomonas aeruginosa*.

Healthcare Environmental Cleaning Procedures Manual. This is a manual published by the contractor for use by its CSPs as a guide in performing environmental cleaning functions required by this contract. It shall define the equipment, products, time, steps, and procedures to use/follow to achieve acceptable results and shall be approved by the Infection Prevention and Control Committee members.

Healthcare Environmental Cleaning Services. The environmental services department's primary function is to develop and maintain a sanitary, safe, and aesthetically pleasing environment that will facilitate the primary mission of patient care.

Incidental Property. Incidental Property that is incidental to the place of performance, when the contract requires contractor personnel to be located on a Government site or installation, and when the property used by the contractor within the location remains accountable to the Government. Items considered to be incidental to the place of performance include, for example, office space, desks, chairs, telephones, computers, and fax machines

Infection Control Committee. A designated group of hospital staff responsible for monitoring the total infection control program within the medical facility. (Environmental cleaning is considered part of the total infection control responsibilities by The Joint Commission (TJC) and The Surgeon General.)

Infection Prevention and Control Committee. A designated group of hospital staff responsible for monitoring the total Infection Prevention and Control Program within the medical facility.

Internal Emergency Clean Up. Emergency response by contractor employees may be required (over and above routinely scheduled work) to perform healthcare environmental cleaning related functions that facilitate patient and staff welfare and safety in the building as a result of mass casualty situations or natural disasters. Examples include: facility defects, fire, mass illness or an injury situation. The hospital shall be maintained, as closely as possible, in a hygienically clean condition during emergency situations.

Joint Commission. A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities, and publishers of the Joint Commission on Accreditation Manuals.

Key Personnel. Key personnel consist of the executive housekeeper and AEH.

Lock-In Area. An area in which the CSP/s is confined during their operational shift. Lock-In areas are generally limited to operating rooms and labor/delivery areas (Type I Service Areas) where movement in and out of the area is

restricted, hospital scrub uniforms are required to be worn, work is continuous, response times are within 5 minutes of notification and failure to provide timely healthcare environmental cleaning services effects the healthcare mission of the area.

Mandatory Documents. Directives the contractor is obligated to comply.

Medical Department Activity. An organization which includes Army community hospital, Army health centers and those Army health clinics which are subordinate to another MTF, and which encompass associated activities responsible for providing health services to authorized persons within an assigned health service area. The MEDDAC may also be tasked to provide administrative and logistical support to other Army Medical Department organizations over which it does not exercise command and control.

Medical Treatment Facility (MTF). The collective term that refers to the integrated medical, dental, veterinary, and other healthcare services at a specified installation.

National Agency Check with Inquiries. The basic and minimum investigation required on all federal employees and CSPs; consists of a NAC with written inquiries and searches of records covering specific areas of an individual's background during the past 5 years (inquiries sent to current and past employers, schools attended, references, and local law enforcement authorities). Coverage includes employment, 5 years; education, 5 years and highest degree verified; residence, 3 years; references; law enforcement, 5 years; and NACs.

Patient Discharge Cleaning. See Terminal Cleaning.

Personal Protective Equipment. A variety of barriers used alone or in combination to protect mucous membranes, skin, and clothing from contact with infectious agents. PPE includes gloves, masks, respirators, goggles, face shields, and gowns.

Presumed asbestos containing material. Thermal system insulation and surfacing material found in buildings constructed no later than 1980.

Quality. Meeting or exceeding contract requirements. Quality is measured by the contractor's compliance with government mandated standards or service outputs.

Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to technical requirements; and satisfactory performance is the end result.

Quality Assurance Surveillance Plan. A written document that provides the COR a systematic method to monitor contract performance.

Quality Control Program. Actions taken by the contractor to control the production of goods or services so that they will meet the requirements of the PWS. The processes shall be in writing.

Random Sampling. A methodology of selecting areas to be inspected which guarantees that no prejudicial factors pre-dispose one area to be inspected over another. The methodology used is "Sampling with Replacement" meaning that an area once selected, is returned to the pool, and could be selected again with infinite frequency.

Real Time Automated Personnel Identification System (RAPIDS). A network of microcomputers linking the Uniformed Services Personnel Offices to the Defense Enrollment Eligibility Reporting System (DEERS) database to provide on-line processing of information to the DEERS database.

Real Time Automated Personnel Identification System On-line Processing. A system that allows users to perform a variety of transactions in real time to the DEERS database.

Regulated Medical Waste. RMW includes liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state

if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing those materials during handling; contaminated sharps; and pathological and microbiological waste containing blood or other potentially infectious materials.

Response time. The interval between the receipt of the initial notification of requested work and the time the contractor arrives on the scene with appropriate cleaning equipment and supplies to begin work.

Service Call Response. The immediate pickup and removal of spillage to include liquids, vomit, paper, general debris, and includes the clean-up of spots, marks on walls, floors, carpets, and furniture.

Steadfast Policing. The daily repetitive checking and cleaning of heavily trafficked areas to ensure they are maintained cleaned during operational hours. The clean-up of papers and any other debris, removing spills, vomit, spots and marks from walls, and areas include restrooms, corridors, stairwells, elevators, waiting rooms, interior walkways, entrances, interior planters, floors, carpets, and furniture.

Surgical Areas. Refers to all rooms/areas in the MTF where surgical or invasive diagnostic procedures are performed.

Terminal Cleaning. A cleaning method used in healthcare environments to control the spread of infections. Terminal cleaning methods usually include removing all detachable objects in the room, cleaning lighting and air duct surfaces into ceiling, and cleaning everything downward to the floor. Items removed from the room are disinfected or sanitized before being returned to the room. Performed in clinical exam/treatment areas when it has been determined that a patient is infectious with a high risk communicable disease such as tuberculosis (TB).

Total Disinfection Cleaning. The highest degree or level of disinfection through cleaning of all environmental surfaces (the interrupt the chain of infection). The quality standard for total disinfection cleaning is to significantly reduce the potential that large numbers of microorganisms on environmental surfaces will come into contact with patients. Requires that a specific task be performed in a systematic manner on a daily basis

Type Services. A classification/level standard of cleaning associated with generic functional areas (e.g., emergency room (ER), operating room (OR), patient rooms, etc.) within MTF.

U.S. Army Medical Command (MEDCOM) is a direct reporting unit of the U.S. Army that provides command and control of the Army's fixed-facility medical, dental, and veterinary treatment facilities, providing preventive care, medical research and development and training institutions. MEDCOM is commanded by the Army Surgeon General.

2.2. ACRONYMS/ABREVIATIONS

ACM-Asbestos-containing material
AEH-Assistant Executive Housekeeper
AHE-Association for the Healthcare Environment

AMEDD-Army Medical Department
ANAM - Automated Neuropsychological Assessment Metrics
ANSI – American National Standards Institute
ANSI/AAMI-American National Standards Institute/American Association for Medical Instrumentation
ANSI/ASQCZ 1.4. The American National Standard Institute Sampling Procedures and Tables for Inspection by Attributes
AOD-Administrative Officer of the Day
AORN-Association of Perioperative Nurses

AQL-Acceptable Quality Level
AR-Army Regulation
ASU-Ambulatory Surgery Unit
C/RESE-Certified/Registered Environmental Services Executive
CAC-Common Access Card
CBPCC-Community Based Primary Care Clinic
CCU-Critical Care Unit
CDC-Centers for Disease Control and Prevention
CDR-Contract Discrepancy Report
CFR-Code of Federal Regulations
CHESP-Certified Healthcare Environmental Services Professional
CIMS-GB-Cleaning Industry Management Standard for Green Buildings
CLIN-Contract Cleaning Unit
CMR-Contract Manpower Reporting
CMS-Central Material Supply
COR-Contracting Officers Representative
CSP-Contract Service Provider

DRAFT

DA-Department of the Army
dBA-Decibel Adjusted
DEE-Defense Enterprise Email
DEERS-Defense Enrollment Eligibility Reporting System
DENTAC-Dental Activity
DFARS- Defense Federal Acquisition Regulation Supplement
DHA - Defense Health Agency
DHS-Department of Homeland Security
DOD-Department of Defense
DOT-Department of Transportation
EMP-Emergency Management Plan
EPA-Environmental Protection Agency
EPP-Emergency Preparedness Plan
ER-emergency room
FAR-Federal Acquisition Regulation
FEMP-Federal Energy Management Program
FIPS PUB-Federal Information Processing Standards Publication
FPCON- Force Protection Condition
FPS-Federal Protective Service
FSO-Facility Security Officer
FY-Fiscal Year
GFP-Government Furnished Property
HAZCOM-Hazard Communication
HBV-Hepatitis B Virus
HIPAA-Health Insurance Portability and Accountability Act

HIV-Human Immunodeficiency Virus
 HSA-Health Service Area
 HSPD-Homeland Security Presidential Directive
 IAW-In accordance with
 ICC-Infection Control Committee
 ICE-Immigration and Customs Enforcement
 ICU-Intensive Care Unit
 ID-Identification
 IDES-Integrated Disability Evaluation System
 IEHA-International Executive Housekeeping Association
 IPaC-Infection Prevention and Control
 IPPD-Intradermal purified protein derivative
 ISSA-International Sanitary Supply Association
 JC-Joint Commission
 KO-Contracting Officer
 LDRP-Labor Delivery Recovery and Postpartum
 MBU-Mother/Baby Unit
 MEDCEN-Medical Center
 MEDCOM-U.S. Army Medical Command
 MEDDAC-Medical Department Activity
 MICU-Medical Intensive Care Unit
 MRI- Magnetic Resonance Imaging
 MSU-Medical/Surgical Unit

MTF-Medical Treatment Facility
 NAC-National Background Check
 NFPA-National Fire Protection Association
 OMB-Office of Management and Budget
 OPSEC-Operations Security
 OR-Operating Room
 OSHA-Occupational Safety and Health Administration
 PACU-Post Anesthesia Care Unit

DRAFT

PPD-Purified protein derivative
 PPD 5-TU-Purified protein derivative 5 tuberculin units
 PPE-Personal Protective Equipment
 PRS-Performance Requirements Summary
 PWS-Performance Work Statement
 QA-Quality Assurance
 QAE-Quality Assurance Evaluator
 QASP-Quality Assurance Surveillance Plan
 QC-Quality Control
 QCP-Quality Control Plan
 RAPIDS-Real-Time Automated Personnel Identification System
 RMW-Regulated Medical Waste
 SDS-Safety Data Sheet
 SF-Square Feet
 SHARP- Sexual Harassment/Assault Response and Prevention
 SICU-Surgical Intensive Care Unit
 SOP-Standard Operating Procedure
 TA-Trusted Agent
 TASS Trusted Associate Sponsorship System
 TB-Tuberculosis
 TBI-Traumatic Brain Injury
 TO-Task Order
 UIC-Unit Identification Code

UL-Underwriter's Laboratories, Inc.
URL-Uniform Resource Locator
VO-Verifying Office
WHC-Woman's Health Clinic

DRAFT

SECTION 3

3. General. The government will provide incidental property and services as specified herein to the contractor at no additional cost to the government. Incidental property shall be used only in the performance of the services required in this contract.

3.1. Accountability. The contractor and the COR shall inspect and inventory incidental property within 30 calendar days after the start of the phase-in period, and 10 calendar days prior to the end of the final performance period. The inspection and inventory shall detail the material condition and quantity of such property and determine the exact number, location, and serviceability of property. The contractor shall notify the KO in writing, of any disagreement regarding the material condition and quantity of the incidental property within 10 calendar days of completion of inspection (See Exhibit B, Deliverables, Paragraph 1.i.).

3.1.1. The contractor shall perform annual and periodic inventories IAW the contractor's property management control system. The contractor shall randomly, and at a minimum quarterly, conduct inventories and inspections of CSP issued CACs. The contractor shall provide a copy of the inventory results to the COR within 5 calendar days after completion of the inventory (Ref. Exhibit B, Deliverables, Paragraph 4g).

3.1.2. The contractor shall report verbally and by email all incidents of loss, damage, destruction, or theft of government furnished property to include R-D Sterilizer Disinfectant Equipment immediately to the COR and KO and submit a full written report of investigation no later than five calendar days of occurrence to the COR and KO with the exception of theft of government furnished key cards and CACs. The contractor shall by e-mail report loss, damage, destruction, or theft of government furnished key cards and CACs within one hour of discovery with a written report submitted to the KO and COR within 24 hours. If not during hours when COR is not available, the oral report shall be given to the AOD and follow-up on the next business day with a written report to the COR. (See Exhibit B, Deliverables, Paragraph 5.a.)

3.1.3. The contractor shall safeguard incidental property and take reasonable precautions to prevent fraud, waste, and abuse.

3.2. Facilities. The government will provide adequate administrative space for the contractor to use as office, supply, and equipment storage including lockable housekeeper's closets. The spaces provided under the provision of this contract are identified in Exhibit E. The continued use of this space by the contractor cannot be guaranteed. The KO may, at any time, notify the contractor of the need to rescind the government provided space. The KO will provide a minimum 30-day notice to the contractor of the rescission of government provided space, and the contractor is authorized to submit a request for equitable adjustment due to the change. All space designated for contractor use shall be kept clean by the contractor. The government will not be charged for cleaning square footage provided to the contractor for their sole use. The contractor shall maintain government provided space to the same contract specified standards as similar areas occupied by the government.

3.2.1. Facilities Condition and Inventory Inspection. Within 30 working days after contract start date and within 45 working days prior to contract completion, the contractor shall conduct a complete facilities condition and inventory inspection of spaces. The contractor shall submit a written report to the KO and COR not later than five calendar days after the inspection of government-provided spaces detailing all existing damage within the government-provided spaces, to include condition, components, and repair requirements, as a matter of record. The contractor shall update/revise the facilities condition report, as necessary, and submit the updated/revise facilities condition report to the KO and COR not later than seven calendar days detailing new damage within the government-provided spaces, to include condition, components, and repair requirements, as a matter of record (See Exhibit B, Deliverables, Paragraph 1.b. and 5.j.).

3.2.2. Training Space for conducting training will be dependent upon availability of classrooms.

3.2.3. Facilities Maintenance. The government will provide maintenance and repair services for the facilities furnished to the contractor under this contract.

3.3 Services.

3.3.1. Utilities. The government will provide utilities currently in existence to include electricity, water, natural gas, and sewage service. Heating and cooling services are provided to all facilities where work is to be performed.

3.3.2. Communications. The government will provide local telephone service for use only in the performance of services under this contract. The government will not provide commercial long distance service. The government will furnish internet service, for use only in the performance of services under this contract.

3.3.3. Refuse Service. The government will provide refuse service for the disposal of general waste, regulated and recycling waste.

3.4. Equipment.

3.4.1. The government will deliver to the contractor, for use in connection with and under the terms of this contract, the equipment identified in Exhibit E. The government makes no representation that the equipment described in Exhibit E is sufficient to accomplish the requirements of the PWS. The contractor shall provide all additional items necessary to meet the PWS requirements.

3.4.2. Personal Protective Equipment (PPE). The government will provide limited PPE. PPE will include clothing used in surgical and material sterilization areas which will be limited to scrub shirt and pants, scrub gowns, surgical caps, shoe covers, surgical masks, disposable gloves and other items that may be required or deemed necessary for persons working in such areas. PPE will include disposable gown, cap, mask, and respirators and eye protection for standard and transmission based precautions. The government will supply required medical clearance and annual fit testing for the required N95 respirators.

3.5. Supplies and Material.

3.5.1. The government will furnish no supplies to the contractor above and beyond those already available at the time of award (tissue, towels, soap, sanitizer), already in dispensers. The contractor shall furnish all supplies and maintain an inventory of supplies in such a manner as to fulfill the requirements of this contract.

3.5.2. The Government will provide the contractor, for use in connection with and under the terms of this contract the following material:

3.5.2.1. CSP Identification Cards. The government will provide identification cards for CSPs.

3.5.2.2. Radiation Film Badges. The government will furnish radiation film badges to CSPs working in areas with radiation equipment.

3.5.2.3. Keys. The government will furnish access keys for areas where work is to be performed. Keys will not be furnished for areas that are accessible 24 hours a day such as delivery suites, patient rooms, and emergency room.

3.5.2.4. Key Lock Box. The government will furnish a key lock box for the purpose of maintaining the keys in a secure manner.

3.5.2.5. Walk-off Mats. The government will provide walk-off mats for entranceways.

3.5.2.6. Red RMW Waste Liners and containers. The government will furnish red liners and containers for collection of RMW.

3.5.2.7. Dispensers. The government will furnish all new and replacement dispensers for paper towels, toilet paper, and soap. The contractor shall notify the COR when dispensers require repair or replacement. The government, at their discretion, may allow the contractor to provide dispensers when they are obtained at no cost to the government.

3.5.2.8. Trash and Recycling Receptacles. The government will furnish new and replacement trash and recycling receptacles when notified by the contractor for the need to replace or provide receptacles.

3.5.2.9. Cubicle Curtains. The government will provide new disposable cubicle curtains for installing and replacement by the contractor annually or when required.

3.5.2.10. The government will provide scales for weighing RMW.

DRAFT

SECTION 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. General. The contractor shall furnish all supplies, materials, tools, equipment, and vehicles not furnished by the government under Section 3, as necessary to perform all work required under this PWS.

4.1. The contractor shall provide:

4.1.1. Equipment, supplies, vehicles, and all other items shall comply with commercial industry, Federal and State occupational safety, and fire regulations/standards.

4.1.2. All consumable supplies to include but not limited to toilet tissue, paper towels, toilet seat protectors, liquid anti-bacterial hand soap, floor wax/floor stripper, cleaning/disinfecting products, urinal screens, carpet cleaners, batteries. Supplies for dispensers must be compatible with government-furnished dispensers and fixtures. The contractor shall submit a written supply usage report to the COR not later than the October 31 of each year. The report shall include an itemized listing of contractor- furnished supplies consumed and the cost of the supplies for the previous 12 months (See Exhibit B, Deliverables, Paragraph 4.a.).

4.1.3. Office supply materials, such as paper products and writing materials, all other necessary office materials, and a means of making copies of documents for operational and reporting requirements.

4.1.4. Safety equipment and signs to meet all safety regulations such as, but not limited to, Wet Floors, Danger, Caution, saw horse barriers or equal, safety belts, respirators/masks, protective clothing such as safety goggles, rubber aprons, shoes, gloves, coveralls, gear, PPE or standard safety precautions to include disposable gowns, gloves, masks and other items as applicable to the task/work being performed and as required by OSHA regulations. Some limited PPE shall be provided by the government as described in paragraph 3.4.2.

4.1.5. An automated chemical dispenser appropriate to the product use and shall ensure dispensing accuracy through random testing and recording no less than monthly. The contractor shall maintain a written log containing date of testing, results and corrective action. The written log shall be available to the COR upon request. The contractor shall not install automated chemical dispensers prior to receiving written approval of the COR. The COR shall coordinate the installation of approved automated chemical dispensers with the contractor and Facilities Management Branch. After installation, the contractor shall maintain a written log containing date of testing, results and corrective action. (See Exhibit B, Deliverables, Paragraphs 5.q)

4.1.6 Paper products that meet Green Seal Product Standard GS-1 (<http://www.greenseal.org>). The contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

4.1.7 CSP's other than the executive housekeeper and AEH, with uniforms of distinctive color and design distinguishable from all MTF uniforms. The uniform must display the company and employee's name. CSPs shall wear the approved uniform while performing under this contract.

4.1.8. Contractor-furnished Vehicles. The contractor shall provide all vehicles to support the PWS. The vehicle used to transport RMW shall be enclosed, such as a cargo van. All vehicles shall be registered, licensed, insured, and operated in accordance with local and installation traffic regulations by a licensed driver. Vehicles used in the performance of this contract will conform to General Service Administration vehicle replacement criteria; generally that is a combination of not more than five years of age and less than 72,000 total vehicle mileage, no vehicle safety deficiencies, or visible vehicle body damage. All contractor furnished vehicles shall be maintained in a neat, presentable, and operational condition and shall meet State safety inspection standards. Any contractor's vehicles not meeting standards shall not be operated nor stored on U.S. Government installations. The contractor shall not perform vehicle maintenance or repair on government property unless classified as an emergency. The contractor

shall have a sign prominently displayed on the right and left side of contractor furnished vehicles with the contractor's company name and telephone number.

4.2. Contractor Provided Supplies and Materials Standards:

4.2.1. The contractor shall submit a written list of contractor-furnished supplies, to include chemical products and applicable Safety Data Sheets (SDS), to the COR not later than 10 calendar days after contract award date. The contractor shall not use any supplies, cleaning products, or material prior to receiving written approval of the COR and Infection Prevention and Control Committee (IPaC). The contractor shall submit written requests for changes to approved chemical cleaning products to the COR not later than 30 days prior to implementation. The written request shall include product literature, SDS, and may require samples for evaluation prior to approval. The approved cleaning product list shall be maintained by the contractor and provided to the COR upon request for change and annually for approval. (See Exhibit B, Deliverables, Paragraphs 1.h, 4.e., and, 5.d).

4.2.2. The contractor shall use only hospital grade disinfectants registered with the EPA.

4.2.3. Contractor provided cleaning products shall meet Green Seal Product Standard GS-37 (<http://www.greenseal.org>). The contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

4.2.4. Contractor provided floor-care products shall meet Green Seal Product Standard GS-40 (<http://www.greenseal.org>). The contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. Numerous types of resilient and non-resilient floors exist. Each requires the choice of maintenance products specifically matched to manufacturer's guidelines, the floor's characteristics, and the job at hand (stripping, sealing, finishing, or cleaning).

4.2.5 Paper products that meet Green Seal Product Standard GS-1 (<http://www.greenseal.org>). The contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

4.2.6. Clear (see-through) liners for collection of all general waste. Various sized liners will be required for insertion into waste containers. Products certified by Green Seal or EcoLogo-Environmental Choice are desired. The contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality of their intended purpose.

4.2.7. Alcohol hand sanitizer, foam or waterless gel, with a minimum of 62% (and preferably 70-90%) ethanol (ethyl alcohol) or isopropanol (isopropyl alcohol) containing skin emollients and fragrance-free with no color additives or dyes in its formulation. Store quantities greater than 5 gallons in a single fire compartment which shall meet the requirements of NFPA 30, Flammable and Combustible Liquids Code.

4.2.8. The contractor shall not use steel wool, abrasive metal cleaners, or any other cleaning materials or supplies which could cause damage to government property.

4.2.9. The contractor shall not use fragrance cleaning products or fragrance-emitting devices to include urinal blocks.

4.2.10. The contractor shall follow manufacture's recommendations for product use and application.

4.2.11. The contractor shall ensure that each chemical container is conspicuously marked with a label IAW OSHA CFR Standards. The contractor shall maintain SDS for all chemical products used. The contractor shall keep copies of all SDS in the environmental services office, all environmental services closets, and on each environmental services cleaning cart.

4.2.12. Laundering of mop heads/cleaning cloths: The contractor shall clean mop heads, dust mops and cleaning cloths. The contractor shall not clean mop heads, dust mops or cleaning clothes in the MTF. Mop heads/cleaning cloths shall be cleaned in accordance with commercial laundry standards.

4.3. Contractor Furnished Equipment Standards.

4.3.1. Contractor's equipment shall be compatible with existing sources of government-furnished electrical power and be in compliance with UL and NFPA requirements.

4.3.2. Equipment Sanitation. The contractor shall ensure all original and replacement equipment introduced into the MTF shall be in proper working order, as specified by the equipment manufacturer, and shall be cleaned with a disinfectant detergent and free of soil prior to introduction into the MTF.

4.3.3. Sole Use Equipment. The contractor shall dedicate carts, cleaning tools, vacuums and floor machines to the surgical area/OR. All such items assigned shall be plainly marked with the area's designation. These markings shall be permanent, such as paint or a metal tag. All equipment removed from a designated Sole Use Equipment area shall be cleaned with a disinfectant detergent prior to its removal from and re-introduction into a new area.

4.3.4. Electrical Equipment. The contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products). The contractor shall ensure that all contractor owned electrically operated equipment is equipped with hospital quiet-type motors, third-wired grounded, and equipped with an appropriate length of UL-approved three conductor cord. The cord shall be permanently attached to the machine. Extension cords are prohibited.

4.3.5. Safety and Inspections. The contractor's equipment shall be in good repair and shall comply with all federal safety standards for nonclinical electrical equipment. Equipment is to be visually inspected for such flaws as loose wires and switches, cracks in wiring, exposed wiring, loose prongs, missing ground prongs, etc. Any equipment that the KO or COR considers in disrepair or unsafe shall be removed from the MTF and replaced with equivalent equipment that is in good repair and meets the specification contained in the contract. The contractor shall inspect all electrical equipment at least annually and after maintenance work is performed. The contractor shall maintain documentation of these inspections. An inspection sticker or other means of visible external identification that the inspection has been performed shall be affixed to each piece of electrical equipment used in the MTF. Records and equipment are subject to government inspection at any time.

4.3.6. Storage. The contractor shall store equipment, material and supplies in designated areas when not in use. These areas shall be cleaned to the standards applying to highest serviced type in that area.

4.3.7. The contractor shall not transport supplies and equipment in trash carts, mop buckets, etc. All materials not immediately used shall be properly stored and secured.

4.3.8. The contractor shall ensure that all wheeled and movable equipment shall be equipped with protective non marking wheels and rubber bumpers or guards around the entire perimeter. No part of the equipment (except fixed handles) shall protrude beyond the rubber bumpers.

4.3.9. The contractor's environmental services cleaning carts shall be constructed of a non-porous material, have a low platform for mop buckets, mop wringer, and other gear with compartments for tools and cleaning supplies, and a trash collection device. Environmental services cleaning carts shall be lockable and shall be kept locked to prevent entry by unauthorized personnel and patients.

4.3.10. Vacuum Cleaners. The contractor provided vacuum cleaners shall have hepa-filters and a decibel rating at or below 70dBA. Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute Green Label Program requirements. Vacuum filters used in Type I Service Areas shall be cleaned daily and vacuum filters used in all other areas shall be cleaned weekly or sooner if needed.

4.3.11. Carpet extraction equipment and or carpet cleaners must meet at a minimum, the Carpet and Rug Institute's Bronze Seal of Approval.

4.3.12. Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishes, shall be equipped with vacuums, guards and/or other devices for capturing fine particulates and shall operate with a sound level less than 70dBA.

4.3.13. Automated scrubbing machines shall be equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids.

4.3.14. The contractor shall furnish communication devices (i.e. cell phones/pagers) in sufficient quantity to ensure contact capability for required services. The means of communication must be accessible from XYZAMC “Class C” telephone service. Quantity of devices (cell phones/pagers) will be determined by the contractor, but must be sufficient to meet the PWS requirements. Telephone numbers for the pagers shall be easily reached by the hospital’s telephone system.

4.3.15. The contractor shall furnish refuse and recycle collection transport carts for the collection and transporting of refuse waste and recycle material.

4.3.1.6. The contractor shall furnish dedicated RMW transport cart(s), red or yellow in color, with tight fitting cover.

DRAFT

SECTION 5

5.1. GENERAL The contractor shall furnish all personnel, supervision, tools, materials, equipment, transportation, vehicles, and other replenishment supplies and services necessary to provide cleaning services for all facilities listed in Exhibit C of this PWS. Procedures shall be consistent with the AHE Practice Guidance for Healthcare Environmental Cleaning, commercial standards, all local, state and federal laws and the requirements of this PWS. All services performed must meet the prescribed standards of the Performance Requirements Summary (PRS) to be regarded as acceptable. The contractor is encouraged to apply innovative techniques and managerial approaches that will yield increased levels of service and greater cleaning efficiencies.

5.2. Contractor Deliverables. The contractor shall prepare and provide to the COR those reports specified in Exhibit B at the times specified.

5.3. Work Schedules. The contractor shall provide to the COR monthly work schedules at least 30 calendar days prior to month of accomplishment. Schedules for tasks to be performed by teams (floor stripping, carpet shampooing, etc.) shall be provided to the government 30 days prior to the month of accomplishment. Schedules shall include the date, building, room, time (to include completion time) and task. The contractor shall submit schedule changes in writing to the government at least 24 hours in advance of beginning the output (See Exhibit B, Deliverables, Paragraph 3.a.).

5.4. Facility Defects

5.4.1 The contractor shall report non-emergency facility defects (dripping faucet, loose window screen, graffiti, etc.) in writing to the COR by the end of the work shift. The contractor shall provide a daily written shift report no later than 4:00 pm to the COR listing all maintenance repairs of the facility and the personnel. The report shall include such facility defects as broken windows, faulty light fixtures; protruding nails, broken moldings, etc. (See Exhibit B, Deliverables, Paragraph 2a).

5.4.2. Emergency facility defects (broken water pipes, gas leaks, etc.) shall be report verbally to the COR or AOD within 5 minutes after discovery to facilitate repairs. All emergency defects shall be reported to the COR in writing by the end of the work shift (See Exhibit B, Deliverables, Paragraph 2a)

5.5. Types of Services

5.5.1. The types of service are defined below. The contractor shall perform all tasks listed below to the standards specified in the PWS. Services shall be provided as specified in attached exhibits.

5.5.1.1. Type III Services – (Restrooms) Healthcare environmental cleaning of this type are rendered in restrooms, showers and locker rooms.

5.5.1.2. Type IV Services – (Clinical/Support Areas) Healthcare environmental cleaning of this type are rendered in clinics, laboratories, veterinary facilities, radiology, therapy areas, and dental facilities.

5.5.1.3. Type V Services – (Administrative Areas) Healthcare environmental cleaning of this type are rendered in administrative areas, offices, storage rooms, medication/nourishment rooms and break rooms.

5.5.1.4. Type VI Services – (Common Areas) Healthcare environmental cleaning of this type are rendered in corridors, ramps, walkways, stairwells, elevators, lobbies, waiting areas, entranceways, fitness centers, dining rooms and on-call rooms. The contractor shall maintain all common areas during normal MTF operating hours. The contractor shall perform steadfast policing of these areas.

5.6. Specific Tasks and Standards for Cleaning in Type III Areas.

5.6.1. Task: The contractor shall perform restroom/shower/locker room cleaning and stocking of restroom supplies to include paper towels, toilet paper, hand soap, and baby changing station wipes. The contractor shall respond to

service requests within 10 minutes or less from notification. The contractor shall perform steadfast policing of public restrooms identified in Exhibit D.

5.6.1.1. Standards: Restroom/locker rooms meet the quality standards of this PWS during all operating hours.

5.6.1.1.1. Toilet bowls and urinals free of streaks, stains, scale, scum, urine deposits, rust stains and odors.

5.6.1.1.2. Wash basins and utility sinks free of streaks, stains, mineral deposits, scum, rust stains, soap deposits, and odors.

5.6.1.1.3. Stall partitions, doors, and walls free of all stains, graffiti, and spots.

5.6.1.1.4. Bath enclosures and shower walls including shower curtains and shower floors free of soil, streaks, mineral deposits, and soap deposits.

5.6.1.1.5. Plumbing pipes, fixtures, faucets, and metal ware clean, bright and free of soap, dust, and dirt.

5.6.1.1.6. Baby Changing Tables clean and disinfected, free of soil, streaks, soap and stains.

5.6.1.1.7. Steadfast policing of restroom/locker room performed during all operating hours.

5.6.1.1.8.. Restroom/locker rooms adequately stocked at all times.

5.6.1.1.9. Timeliness response met.

5.7. Specific Tasks and Standards for Cleaning Type IV Areas

5.7.1. Task: The contractor shall clean Type IV areas in accordance with AHE Practice Guidance for Healthcare Environmental Cleaning on the cleaning shift specified in Exhibit D. The contractor shall respond to service calls within 15 minutes or less from notification.

5.7.1.1. Standard: Type IV areas cleaned in accordance with AHE Practice Guidance for Healthcare Environmental Cleaning. Type IV areas meet of quality assurance standards specified in the AHE Practice Guidance for Healthcare Environmental Cleaning and this PWS. Type IV areas cleaned on the cleaning shift specified in Exhibit D. Timeliness response met.

5.7.2 Task: The contractor shall perform cleaning of the Magnetic Resonance Imaging (MRI) area.

5.7.2.1 Standard. The MRI area cleaned only by CSPs that are medically cleared and who have received MRI safety training.

5.7.2.2 Standard. All cleaning materials used in the magnetic room shall be non-ferrous, MRI compatible. This requirement excludes from the magnetic room all aerosol cans, metal mop buckets, buffers, vacuums, strippers and other such equipment not specifically designed for use in this environment.

5.7.2.3 Standard. CSP's shall wear surgical scrub attire while working in the magnet room. CSP's shall remove all jewelry, watches, hairpins, etc. before entering the MRI room.

5.7.2.4 Standard. CSP's shall report to MRI personnel at the start of the shift for screening and briefing instructions.

5.7.2.5 Standard. Vents and light fixtures shall not be removed for cleaning.

5.7.2.6 Standard. Mop & Glow type wax used on the floor due to buffer restriction.

5.7.2.7 Standard: MRI area meets the quality standard of this PWS.

5.8. Specific Tasks and Standards for Cleaning in Type V Areas

5.8.1. Task: The contractor shall clean Type V areas in accordance with AHE Practice Guidance for Healthcare Environmental Cleaning on the cleaning shift specified in Exhibit D. The contractor shall respond to service requests within 20 minutes or less from notification.

5.8.1.1. Standard: Type V areas cleaned in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning. Type V areas meet the quality assurance standards specified in the AHE Practice Guidance for Healthcare Environmental Cleaning and this PWS. Type V areas cleaned on the cleaning shift specified in Exhibit D. Timeliness response met.

5.9. Specific Tasks and Standards for Cleaning in Type VI Areas

5.9.1. Task: The contractor shall clean all interior common areas, lobbies, waiting areas, dining room, fitness centers, vestibule, hallways, and stairwells in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning. The contractor shall perform steadfast policing of all common area spaces. The contractor shall respond to service requests within 15 minutes or less from notification.

5.9.1.1. Standard: All common areas cleaned to meet the quality assurance standards specified in the AHE Practice Guidance for Healthcare Environmental Cleaning and this PWS. Timeliness response met.

5.9.2. Task: The contractor shall clean exterior building entrance/exit areas, canopies, lights, stairways, and sidewalks to a distance of 5FT at all buildings covered by this contract. Mats and runners shall be properly cleaned according to their composition.

5.9.2.1. Standard: All entrances shall present a clean appearance, free of litter, ash, cigarette butts, debris, and discarded items. There shall be no obvious signs of liquid spills, stains, or foreign matter on concrete, brick, or other hard surfaces. All canopies and anything attached to or included in the surfaces of canopies free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris. Handrails free of dust, grit, dirt, chewing gum, and cobwebs. Mats free of all visible lint, water, soil and other foreign matter. Soil and moisture removed from the area underneath mats and runners before they are returned to their normal location. All containers emptied and cleaned leaving them free from dust, ash, foreign matter and cigarette butts.

5.9.3. Task: The contractor shall maintain sidewalks to 5Ft and stairways to ground level free of snow, ice, and all other hazardous conditions in accordance with the priorities in Exhibit F.

5.9.3.1. Standard: Snow and ice removal completed 30 minutes before the beginning of the facility day shift (7:00 am), and maintained as necessary to prevent an accumulation of no more than one-half (1/2) inch of snow during both day and evening shifts. Entranceways free of ice. No snow shall be dumped on or near trees, shrubbery, ground cover, or flower-bed areas. Chemicals and/or sand used shall not injure, damage, or destroy government property.

5.9.4. Task: The contractor shall clean on-call rooms to include pick-up/changing bed linens, and deposit all soiled linen in the soiled linen hamper in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning.

5.9.4.1. Standard: On-call rooms cleaned to meet the quality standards of the AHE Practice Guidance for Healthcare Environmental Cleaning and this PWS. Bed linen changed and soiled linen deposited in soiled linen hamper.

5.9.5. Task: The contractor shall clean all interior surfaces of passenger and service elevators.

5.9.5.1. Standard: Elevators maintained at all times in a clean state. Metal surfaces cleaned and polished to present a streak-free appearance. Tracks free of dust, debris, and soil. Vents and grills shall be free of soil, dust, and lint. Telephones free of soil, smudges and dust. Floors with a uniform glossy appearance and free of scuffmarks; heel marks streaks, swirl marks, spills, or any evidence of dust, soil, stains, and debris or standing water. All grease, soil,

and grime removed from baseboards. All marks, dirt, smudges, scuffs, and other foreign matter removed from adjoining walls. Light fixtures free of dust, dead insects and dirt.

5.10. Contingency Services. Contingency services are unforeseen circumstances to include, but not limited to, post-construction and emergent conditions that may occur within a facility and are not included in the contract/task order price. In accordance with addendum to FAR 52.214(c), Changes, Contract Terms and Conditions – Commercial Items, the Contracting Officer may at any time, by written order, make changes within the general scope of the specifications to include identifying the specific unforeseen contingency circumstances. If any such unforeseen contingency circumstances causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under a TO, whether or not changed by the order, the KO shall make an equitable adjustment in the task order price, the delivery schedule, or both, and shall modify the task order. The contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the contractor from proceeding with the TO as changed.

5.10.1. Task: The contractor shall respond within 15 minutes of notification by the COR/AOD when an emergent condition exists within a facility. The contractor shall respond to requirements for additional CSPs within one hour of notification by the COR. The contractor shall obtain clearance from the KO or COR prior to the contractor determining additional staff is required.

5.10.1.1. Standard: Response time for a CSP to arrive at the location shall be within 15 minutes of notification. The CSP shall respond with appropriate cleaning equipment and supplies and begin work; work shall be pursued continuously until completion.

5.10.2. Task: The contractor shall perform healthcare environmental cleaning in post-construction areas as directed by the KO. The contractor shall perform cleaning per completion of renovation projects. This will require an in-depth cleaning to bring the area up to a level of cleanliness appropriate for the type of service designated for that area.

5.10.2.1. Standard: Post construction area cleaning in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning. Post construction area must meet the quality standards specified in the AHE Practice Guidance for Healthcare Environmental Cleaning and this PWS.

5.11. General Cleaning Standards. The following standards apply to all Type Services.

5.11.1 Service Calls. The contractor shall establish a means to receive telephonic and/ or electronic requests for services. The contractor shall provide emergency and service call response when requested by the COR or the AOD. The contractor shall create and maintain a service/problem call-log which records the date and time the call was received, the time contractor responded to the call, location of the service/problem, description of the service/problem, and the name of the individual who called the contractor about the service/problem. The log will be made available to the CORs and KO upon request (See Exhibit B, Deliverables, Paragraph 5.k).

5.11.2. Handling of government equipment. The contractor shall not unplug government equipment. The contractor shall not move, clean, or otherwise handle any unique medical equipment such as scientific instruments, surgical equipment, anesthesia machines, dental operating instruments, analytical and laboratory equipment, computer monitor screens and uncovered keyboards, microscopes, cardiac monitors, emergency (red crash/anesthesia) carts, blood pressure machines, oxygen humidifiers, electrocardiograph machines, respirators, defibrillators, laser systems, otoscopes, binoculars, fiber optic instruments, x-ray machines, x-ray equipment, dynastic, video equipment, ultrasound units, proctologic/fiber optic set, tympanometer, resuscitation equipment, infant warmers, birthing tubs, or cautery machines. Refrigeration units used for storage of medical supplies shall not be cleaned, moved or unplugged. The contractor shall not move modular furniture assemblies and utilize assistance and/or appropriate moving equipment to move heavy furniture/equipment over 50 pounds in executing duties.

5.11.3. Floor Cleaning.

5.11.3.1. Standard: The complete floor, including all edges, corners, baseboards, under floor mats and main floor spaces free of dirt, trash, scuff marks and foreign matter and have a uniform, shiny appearance. Moveable items (Chairs, trash receptacles, medical supply carts and any and all other easily moved item with the exception of those items listed in paragraph 5.13.2) shall be moved to access the floor surface (to sweep, damp mop, and vacuum) underneath these items. Any items moved shall be returned to their original position after cleaning. Grout between floor tiles shall be free of dirt, scum, mildew, stains, and residue. All floor maintenance solutions removed from baseboards, kick-plates, furniture, trash receptacles, etc. Floor cleaning performed in a way that prevents medical staff and patients from crossing wet floors. A secondary set of procedures shall be used for circumstances in which general procedures are insufficient to deliver the desired cleaning results such for flooring with ACM. Special precautions are taken to prevent any hazards to patients and medical staff during the use of floor care machinery in corridors, waiting rooms and entrances. The frequency of stripping and/or refinishing shall be such as to maintain the hard-surface floors in a clean state, free of buildup, dirt or black marking and with a gloss acceptable to the government.

5.11.3.2. Standard: ACM floor maintenance performed in compliance with 29 CFR 1910.1001 and no disturbance of ACM flooring related to performance of floor maintenance.

5.11.3.3. Standard: Carpeted floor including all edges and corners free of all-visible litter, paper, gum, spots, stains and soil. Spots removed using carpet manufacturer's approved methods. All tears, burns, and raveling reported to the COR. The frequency of bonneting and extracting of carpets shall be such as to maintain the carpets in a clean state, free of soiled areas, acceptable to the government.

5.11.4. Walk-Off Mats and Runners

5.11.4.1. Standard: Mats and runners free of all visible lint, litter, soil and other foreign matter. No soil or moisture underneath the mats and runners.

5.11.5. Walls and Doors

5.11.5.1. Standard: All wall surfaces, including ceiling, visibly clean, free of dust, grit, lint, soil, cobwebs, graffiti and marks caused by traffic, equipment or staff. Light switches, outlets, data points visibly clean, free of dust, dirt, tape, finger prints and other marks.

5.11.5.2. Standard: Doors free of dust, marks, smudges, and graffiti. Door glass and side glass panels free of dust, smudges, tape, posters, streaks, and water spots on both sides. Metal push and kick plates, and door hardware present a clean appearance with a uniform luster. Door tracks and door jambs free of grit and other debris.

5.11.6. Ceiling and Light Fixtures.

5.11.6.1. Standard: Ceiling areas free from dust, cobwebs/spider webs and other debris. Clean light fixture free of all soil, stains, dead insects, deposits, and cleaning marks both inside and out. The contractor shall coordinate with the COR assistance for the cleaning of fixtures that are not easily accessible to prevent damage

5.11.7. Register/Diffusers/Grill Covers.

5.11.7.1. Standard: Register/Diffusers/Grill Covers free of dust, film, cobwebs and lint.

5.11.8. Glass and Mirrors.

5.11.9.1. Standard: All interior glass surfaces, including all windows (atrium, tempered glass atrium railings, office, revolving glass doors, glass inserts etc.) and mirrors maintained clean, free of traces of film/streaks, dirt, smudges, water, or other foreign matter.

5.11.9.2 Standard: All exterior windows and screens cleaned, at a minimum of twice annually. The cleaning schedule coordinated 30 days in advance of start date.

5.11.10. Curtains and Blinds.

5.11.10.1. Standard: Blinds, curtains, and shades, including their cords, tapes, and corniced housings free of all dust, soil, lint, stains, and cobwebs. Blinds and coverings that are not operating properly reported to the COR for repair.

5.11.10.2. Standard: Cubicle curtain (patient privacy curtains) removed and replaced when visibly soiled, exposed to active isolation patient, or at a minimum of every 12 months.

5.11.11. Drinking Water Fountains.

5.11.11.1. Standard: Drinking water fountains, including the drinking spout, free of deposits stains, smudges, scale, mineral build-up and debris. All metal surfaces have a uniformly bright finish.

5.11.12. Surfaces.

5.11.12.1. Standard: All horizontal and vertical surfaces from floor to ceiling (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.), unless expressly exempted, free of dust, lint, smudges, streaks, spots, hand marks, oil, dirt, soil substances, encrustation, and any foreign matter and present a clean appearance. Cabinets and desks with papers, computers, and keyboards are exempted. All wheel casters, bottoms of chairs, and beds frames free from dust and soil.

5.11.13. Furniture.

5.11.13.1. Standard: All furniture shall be free of dust, dirt, spillages, stains and spots.

5.11.14. Trash Removal/Trash Receptacles.

5.11.14.1. Standard: The inside and outside of all trash receptacles visibly clean and free of soil, stains, streaks, and handprints.

5.11.14.2. Standard: Trash receptacles lined with serviceable, properly fitting, and appropriately color plastic trash liner.

5.11.14.3. Standard: Trash shall not remain in trash receptacles for more than one work day nor exceed the capacity of the receptacle. No debris present on the ground/floor in the immediate vicinity of receptacles.

5.11.15. Artificial Plants.

5.11.15.1. Standard: Artificial plants and containers free of dust and any foreign material or debris.

5.11.16. Hand Sanitizer and Soap Dispensers.

5.11.16.1. Standard: All dispensers free of dust, product deposits, drips and adequately stocked during all operating hours.

5.11.17. Recyclable Materials Collection

5.11.17.1 Task: The contractor shall collect recycling material (cardboard boxes) located in offices, waiting rooms, elevator lobbies and soiled utility rooms at all facilities listed on Exhibit C and transport to the designated centralized recycling collection point (Logistics warehouse loading dock).

5.11.17.1.1 Standard: Recycle waste collected from all facilities listed on Exhibit C on a schedule that ensures recycle waste shall not remain at the generation site for more than one work day.

Note. Government staff is responsible for breakdown of all cardboard and ensuring recycles are packaged properly.

5.12. Specific Tasks and Standards for Collecting and Processing Regulated Medical Waste (RMW).

5.12.1 Task: The contractor shall handle, collect, and transported in accordance with MEDCOM Regulation 40-35, Management of Regulated Medical Waste (RMW); LAHC Regulation 40-1 and, all applicable Department of the Army, OSHA, Federal, State, and Local regulations

5.12.1.1. Standard: All RMW processes are performed in accordance with MEDCOM Regulation 40-35, Management of Regulated Medical Waste (RMW); LAHC Regulation 40-1; Department of Army Regulations, Local, State, Federal, and OSHA requirements. No violations of standard precautionary measures or employee injury occur during loading, transporting or packaging of RMW and sharps containers.

5.12.1.2. Standard: CSPs wear appropriate PPE during any handling and transporting of RMW.

5.12.2. Task: The contractor shall collect RMW from all pick up locations listed in EXHIBIT G. RMW collected within the hospital shall be transported in securely covered carts to the designated RMW storage room. Sharp containers shall be placed in government-provided RMW cardboard boxes and then sealed with tape. The contractor shall weigh each RMW container separately using the government-provided scale, document the weight on the government-provided form, and place the containers in the designated RMW storage room. The contractor shall perform additional collections within one hour of notification by the COR or hospital staff if RMW containers become filled after the normal collection period.

5.12.2.1. Standard: All RMW is removed from generation sites and transferred to the RMW storage room in accordance with the collection schedule in EXHIBIT G.

5.12.2.2. Standard: RMW is transported in securely covered carts.

5.12.2.3. Standard: Additional collections are performed within one hour of request by the COR or hospital staff.

5.12.2.4. Standard: RMW containers are weighed and documented separately prior to placement in the storage room.

5.12.3. Task: The contractor shall collect and transport Regulated Medical Waste (RMW) in a contractor-provided, enclosed vehicle from buildings located on FT Rucker according to the collection schedule and collection locations listed in EXHIBIT G. The collected RMW bags are to be placed in cardboard boxes provided by the government, and closed prior to removal from building. Upon return to the MTF, the contractor shall weigh each RMW container separately using the government-provided scale, document the weight on the government-provided form, and place the containers in the designated RMW storage room. The contractor shall perform additional collections within one hour of notification by the COR or hospital staff if RMW containers become filled after the normal collection period. The contractor shall clean and disinfect the vehicle used after each RMW transport run.

Note: Collection of RMW at MTFs in the HSA of FT Rucker is not required on federal holidays or training holidays when clinics are closed.

5.12.3.1. Standard: The vehicle used for transport is a contractor-owned or leased enclosed weather proof vehicle. The contractor shall maintain a RMW spill kit inside the designated contractor enclosed vehicle used during all RMW pick-ups from all buildings located on FT Rucker.

5.12.3.2. Standard: The vehicle is cleaned and disinfected after each RMW transport run. The transporting vehicle shall be cleaned and disinfected immediately if a leak or spill occurs during transportation of RMW.

5.12.3.3. Standard: RMW is only transported in closed and taped RMW government provided cardboard boxes.

5.12.3.4. Standard: Each RMW container is individually weighed and container weight entered on government provided forms prior to placement in the storage room.

5.12.4. Task: The contractor shall record daily generation weights on government provided forms that as a minimum, include the pounds of RMW generated/turned-in, name of the generation site (unit/activity/department) and date received/turned-in.

5.12.4.1. Standard: The contractor shall submit a monthly report of cumulative weights reports to the COR. The monthly report shall be submitted within 5 calendar days following the last day of the month (See Exhibit B, Deliverables, Paragraph 3.f.).

5.12.5 Task: The contractor shall package all RMW for shipment IAW 49 Code of Federal Regulations (CFR) Parts 100-185 prior to waste disposal contractor's pick-up. The contractor shall weigh each RMW container separately using the government provided scale and document the weight on government provided forms.

5.12.5.1 Standard: Packaging of RMW performed by CSPs trained IAW DoD 4500.9-R, Part II, Chapter 204 and certified to package RMW through successful completion of a DOT approved/accredited course in hazardous waste packaging. All RMW in RMW storage rooms packaged prior to waste disposal contractor's pick-up on FT Rucker. No violations of 49 CFR Parts 100-185 incurred in the packaging of RMW for shipment. RMW containers weighted and weights documented on government provided forms.

5.12.6. Task: The contractor shall stock government provided RMW packaging materials at all generation sites listed in EXHIBIT G.

5.12.6.1 Standard: Generation sites adequately stocked with RMW packaging materials during all operational periods.

5.12.7. Task: The contractor shall unlock RMW storage room with the key and remain there until the RMW has been removed. The door to the storage room shall be locked and secured when unattended.

5.12.7.1. Standard: The contractor unlocks the RMW storage room within 20 minutes of notification and remains present until the RMW contractor's work is completed.

5.12.7.2. Standard: The RMW storage room door is secured when unattended.

5.12.8. Task: The contractor shall collect yellow cytotoxic waste containers and take to a designated central collection point within the MTF. Cytotoxic waste is only collected after the generator has certified the cytotoxic container contains only residual waste of less than 3% per container.

5.12.8.1. Standard: No violations of federal, state or local laws occur in the collection, transport, or processing of cytotoxic waste.

6. APPLICABLE DOCUMENTS, PUBLICATIONS, AND FORMS. Mandatory and advisory documents applicable to this PWS are listed below. The contractor shall abide by the mandatory documents to the extent they are applicable to the service required by this contract. Advisory documents may be used by the contractor for information and guidance. Government publications will be furnished to the contractor upon request. Beginning on 1 October 2018, MTFs were directed to follow DHA publications as issued. Where a DHA publication does not exist, MTFs shall follow Service policy publications until superseded by DHA publications. Supplements or amendments to these publications may be issued by either the Army, DHA, or other governmental authorities during the life of the contract and will be considered to be in full force and effective immediately upon release.

Mandatory (M) or Advisory (A)

6.1. DOD/Army References

6.1.1. DOD 4500.9-R Defense Transportation Regulation, Part II, Cargo Movement	M
6.1.1. Army Regulation 40-5 Preventive Medicine	A
6.1.2. Army Regulation 40-61 Medical Logistics Policies and Procedures	A
6.1.3. Army Regulation 40-68 Clinical Quality Management	A
6.1.4. Army Regulation 190-13, The Army Physical Security Program	A
6.1.5. Army Regulation 380-67 Personnel Security Program	A
6.1.6. Army Regulation 385-10 Army Safety Program	A
6.1.7. Army Regulation 530-1, Operations Security	M
6.1.8. DA Pamphlet 85-40 Army Accident Investigations and Reporting	A
6.1.9. Supply Bulletin 11 current edition.	A

6.2. MEDCOM References

6.2.1. MEDCOM Regulation 40-35 Management of Regulated Medical Waste	M
6.2.2. MEDCOM Regulation 40-64 Tuberculosis Surveillance and Control Program, 26 November 2013.	M
6.2.3. MEDCOM Regulation 190-1 Key Control and Physical Security Standards	M
6.2.4. OTSG/MEDCOM Policy Memo 16-033 Sexual Harassment/Assault Response and Prevention Program, 29 March 2016.	M
6.2.4. OTSG/MEDCOM Policy Memo 16-035 Privacy Act and Health Insurance Portability and Act Privacy and Security Training	M

6.3. Other References

6.3.1. 29 CFR 1910.1030 Occupational Exposure to Blood borne Pathogens	M
6.3.2. 29 CFR 1910.1001 Asbestos	M
6.3.2. 29 CFR 1910.1200 (HCS 2012) Hazard Communications	M

6.3.3. 49 CFR Parts 100-185 The Hazardous Materials Regulations	M
6.3.4. EPA Guide for Infectious Waste Management	A
6.3.5. CDC Guidelines for Environmental Infection Control in Health-Care Facilities	M
6.3.6. CDC Guideline for Hand Hygiene in Health-Care Settings.	M
6.3.7. Joint Commission Accreditation Manual for Hospitals	A
6.3.8. AHE Practice Guidance for Healthcare Environmental Cleaning	M
6.3.9. NFPA 101 Life Safety Code (current edition)	M
6.3.10. NFPA 30 Flammable and Combustible Liquids Code (current edition)	M
6.3.11. Clinical Nursing Skills and Techniques, 8 th edition, Perry, Potter, Ostendorf	M
6.3.12. American National Standards Institute/Association for the Advancement of Medical Instrumentation publication (ANSI/AAMI) ST65:2008	A

6.4. Lyster Army Health Clinic (LAHC) References	
6.4.1. LAHC Regulation 40-1, Infection Control Program	M
6.4.2. LAHC Regulation 40-15, Management of Regulated Medical Waste	M
6.4.3. LAHC 18-20 Policy Memo Dress Code for Civilians and Contract Employees	M
6.4.4. LAHC Memorandum No. 200-1, Hazardous Material and Waste Management Program	A
6.4.5. LAHC Fire Safety Management Plan	A
6.4.6. UNITED STATES Army Aeromedical Medical (USAAMC) Regulation 500-1 Emergency Management Plan	M

SECTION 7

7.1. Personally Identifiable Information, Protected Health Information, and Federal Information Requirements (Revised May 23, 2017)

7.1.1. General Requirements Overview - Personally Identifiable Information (PII), Protected Health Information (PHI) and Federal Information Laws

This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the Contractor shall comply with the specific requirements set forth in this Section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein.

This Contract incorporates by reference the federal regulations and DoD issuances referred to in this Section. If any authority is amended or replaced, the changed requirement is effective when it is incorporated under contract change procedures. Where a federal regulation and any DoD issuance govern the same subject matter, the Contractor shall first follow the more specific DoD implementation unless the DoD issuance does not address or is unclear on that matter. DoD issuances are available at <http://www.dtic.mil/whs/directives>.

For purposes of this Section, the following definitions apply.

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (October 29, 2014) and DoD 5400.11-R (May 14, 2007).

HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 Code of Federal Regulations (CFR) Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-E (Enforcement), as amended. Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this Section and are included in the term "HIPAA Rules".

DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (January 2, 2009), Department of Defense Instruction (DoDI) 6025.18 (December 2, 2009), and DoD 8580.02 (August 12, 2010).

Defense Health Agency (DHA) Privacy Office means the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Chief is the HIPAA Privacy and Security Officer for DHA, including the National Capital Region Medical Directorate (NCRMD).

7.1.2. Records Management

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (U.S.C.) Chapters 21, 29, 31, 33 and 35, and by 36 CFR, Chapter XII, Subchapter B – Records Management. The Contractor shall also comply with DoD Administrative Instruction No. 15 (DoD AI-15), "OSD Records and Information Management Program" (May 3, 2013) and Records Management requirements outlined in the current TRICARE Operations Manual (TOM).

7.1.3. Freedom of Information Act (FOIA)

The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contact the DHA FOIA Officer for evaluation/action:

The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite 5101, Falls Church, Virginia 22042-5101 (or email requests addressed to DHA.FOIA@mail.mil), and that the request shall describe the desired record as completely as possible (ideally with Contract or modification number) to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible.

In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference FOIA shall be immediately forwarded to DHA,

ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 7.1.8.1.6, relating to individual rights of access to PHI.

7.1.4. Systems of Records

In order to meet the requirements of the Privacy Act and the DoD Privacy Act Issuances, the Contractor shall identify to the DHA Contracting Officer (CO) systems of records that are or will be maintained or operated for DHA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the CO, and prior to the lawful operation of such systems, the Contractor shall coordinate with the DHA Privacy Office to complete systems of records notices (SORNs) for submission and publication in the Federal Register as coordinated by the Defense Privacy, Civil Liberties, and Transparency Division, and as required by the DoD Privacy Act Issuances.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130. The Contractor shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

7.1.5. Privacy Impact Assessment (PIA)

Contractors are not required to submit a PIA.

7.1.6. Data Sharing Agreement (DSA)

7.1.6.1. (Applies if contract requirements involve the use of DHA data including PII/PHI, a limited data set, or de-identified data)

DRAFT

The Contractor shall consult with the DHA Privacy Office to determine if the Contractor must obtain a DSA or Data Use Agreement (DUA), when DHA data will be accessed, used, disclosed or stored, to perform the requirements of this Contract.

The Contractor shall comply with the permitted uses established in a DSA/DUA to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and DoD HIPAA Issuances. Likewise, the Contractor shall comply with the DoD Privacy Act Issuances.

Prior to using any data involving PHI for research purposes, as defined by HIPAA, the Contractor must gain approval from the DHA Privacy Board. Thus, the Contractor shall comply with DHA Privacy Board requests for additional documentation.

To begin the DSA request process, the Contractor shall submit a DSA Application (DSAA) to the DHA Privacy Office. Upon approval, the requestor shall enter into one of the following agreements, depending on the data involved:

- DSA for De-Identified Data
- DSA for PHI
- DSA for PII Without PHI
- DUA for Limited Data Set

DSAs executed for contract support will expire after 1 year or at the end of the contract option year, whichever comes first. If the contractual use of DHA data will continue after the DSA expiration date, the Contractor shall submit a DSA Renewal Request template to the Privacy Office; however, if the DSA will not be renewed, the Contractor shall close the DSA by providing a Certificate of Data Disposition (CDD) to the DHA Privacy Office.

7.1.6.2. (Applies if contract requirements may include human subject research)

This Contract incorporates by reference the Protection of Human Subject Research clause in the Defense Federal Acquisition Regulation Supplement (DFARS) at 48 CFR 252.235-7004. A separate DFARS provision, 48 CFR

235.072(e), requires that the clause be incorporated in contracts that include or may include research involving human subjects in accordance with 32 CFR 219, DoDI 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b), the clause applies to solicitations and contracts awarded by any DoD component, regardless of mission or funding Program Element Code. Thus, in the event a contractor participates in a study or demonstration project or other activity that involves human subject research, then the contractor shall comply with Protection of Human Subject Research clause. COs may not determine whether an activity is exempt from human subject research requirements. If contractor activity appears to involve human subject research, then the contractor shall consult the DHA Privacy Office, which may contact the Research Regulatory Oversight Office in the Office of the Under Secretary of Defense for Personnel and Readiness (OUSD(P&R)).

7.1.7. Privacy Act and HIPAA Training

The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, and the federal regulations on confidentiality of alcohol and drug abuse patient records, 42 CFR Part 2. Refer to FAR 52.224-3 regarding specific requirements for Privacy Training appropriate to the

Contractor's scope of involvement with DHA's PHI and its regulatory responsibilities as either a Covered Entity, or Business Associate.

The Contractor shall ensure all employees and subcontractors supply a certificate of all training completion to the Contracting Officer's Representative (COR) within 30 days of being assigned and on an annual basis based on the trainee's birth month thereafter.

7.1.8. HIPAA Business Associate Provisions

7.1.8.1. Business Associate – General Provisions

The Contractor meets the definition of Business Associate, and DHA meets the definition of a covered entity under the HIPAA Rules and the DoD HIPAA Issuances. Therefore, a Business Associate Agreement (BAA) between the Contractor and DHA is required to comply with the HIPAA Rules and the DoD HIPAA Issuances. This paragraph 7.1.8 serves as the required BAA. As a Business Associate, the Contractor shall comply with the HIPAA Rules and the DoD HIPAA Issuances applicable to a business associate performing under this Contract.

7.1.8.1.1. Catch-All Terms

The following terms used, but not otherwise defined in paragraph 7.1.8.1, shall have the same meaning as those terms have in the DoD HIPAA Issuances: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices (NoPP), Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (Unsecured PHI), and Use.

7.1.8.1.2. The Contractor shall not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law.

7.1.8.1.3. The Contractor shall use appropriate safeguards, and comply with the HIPAA Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Contract.

7.1.8.1.4. The Contractor shall report to DHA any breach of which it becomes aware, and shall proceed with breach response steps as required by paragraph 7.1.9. (if this Contract incorporates by reference the TOM, then all references to paragraph 7.1.9. shall be deemed to refer to the breach response provisions of the TOM, Ch. 1, Sec. 5, paragraphs 2.1- 2.2). With respect to electronic PHI, the Contractor shall also respond to any security incident of which it becomes aware in accordance with any applicable DoD cybersecurity and National Institute of Standards and Technology (NIST) requirements. If at any point the Contractor becomes aware that a security incident involves a breach, the contractor shall immediately initiate breach response as required by paragraph 7.1.9.

7.1.8.1.5. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), respectively, as applicable, the Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such PHI.

7.1.8.1.6. With respect to individual rights of access to PHI, the Contractor shall make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.524. If the Contractor intends to deny the individual's request, the Contractor shall forward it (within seven working days of receipt) to the CO. The

CO shall make a determination within 20 calendar days (50 calendar days for justified delays) of the request. The CO shall notify the individual, with a copy to the Contractor, of any approved or denied access determinations and the reason for any denial. The individual may appeal the denial determination to the DHA Privacy Office.

7.1.8.1.7. The Contractor shall make any amendment(s) to PHI in a designated record set as directed or agreed to by DHA, or take other measures as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.526.

7.1.8.1.8. The Contractor shall maintain and make available to the Government the information required to provide an accounting of disclosures to the MHS or to the individual as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.528.

7.1.8.1.9. To the extent the Contractor is to carry out one or more of DHA's obligation(s) under the HIPAA Rules, the Contractor shall comply with the requirements of the HIPAA Rules.

7.1.8.1.10. The Contractor shall make its internal practices, books, and records available to the HHS Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures

7.1.8.2. General Use and Disclosure Provisions

The Contractor may only use or disclose PHI as necessary to perform the services set forth in this Contract or as required by law. The Business Associate is not permitted to de-identify PHI under DoD HIPAA Issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by the Contract or directed by DHA. The Contractor agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances. The Contractor shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the covered entity, except uses and disclosures for the Contractor's own management and administration and legal responsibilities or for data aggregation services as set forth in paragraphs 7.1.8.3.1 through 7.1.8.3.3.

7.1.8.3. Specific Use and Disclosure Provisions

7.1.8.3.1. Except as otherwise limited in this Section, the Contractor may use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.

7.1.8.3.2. Except as otherwise limited in paragraph 7.1.8.3., the Contractor may disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

7.1.8.3.3. Except as otherwise limited in this Section, the Contractor may use PHI to provide Data Aggregation services relating to DHA's health care operations.

7.1.8.4. Contractor Compliance with DHA Notices and Restrictions

7.1.8.4.1. DHA will provide the Contractor with the notice of privacy practices that DHA produces in accordance with the DoD HIPAA Issuances and the corresponding 45 CFR 164.520.

7.1.8.4.2. Upon notification by DHA of any changes in, or revocation of, permission by an individual to use or disclose his or her PHI, the Contractor shall comply to the extent that such changes may affect the Contractor's use or disclosure of PHI.

7.1.8.4.3. Upon notification by DHA, the Contractor shall comply with any restriction on the use or disclosure of PHI that the Government has agreed to or is required to abide by under the DoD HIPAA Issuances or the corresponding 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.

7.1.8.5. Permissible Requests by DHA

The Government will not request the Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or any applicable Government regulations (including without limitation, DoD HIPAA Issuances) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this Contract.

7.1.8.6. Termination

7.1.8.6.1. Effect of Noncompliance

Noncompliance by the Contractor (or any of its staff, agents, or subcontractors) with any requirement in these HIPAA Business Associate Provisions (paragraph 7.1.8.) may subject the Contractor to termination under any applicable default or other termination provision of this Contract.

7.1.8.6.2. Effect of Termination

7.1.8.6.2.1. If this Contract has records management requirements, the Contractor shall handle such records in accordance with the records management requirements. If this Contract does not have records management requirements, the Contractor shall handle such records in accordance with paragraphs 7.1.8.6.2.2. and 7.1.8.6.2.3. below. If this Contract has provisions for transfer of records and PII/PHI to a successor contractor, or if DHA gives directions for such transfer, the Contractor shall handle such records and information in accordance with such Contract provisions or DHA direction.

7.1.8.6.2.2. If this Contract does not have records management requirements, except as provided in paragraph 7.1.8.6.2.3 below, upon termination of the Contract, for any reason, the Contractor shall return or destroy all PHI received from the Government, or created or received by the Contractor on behalf of the Government that the Contractor still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the PHI.

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

7.1.8.7. Miscellaneous

7.1.8.7.1. Survival

The obligations of the Contractor under the “Effect of Termination” provision of Paragraph 7.1.9. shall survive the termination of this Contract.

7.1.8.7.2. Interpretation

Any ambiguity in this Contract shall be interpreted in a manner to permit compliance with the HIPAA Rules and the DoD HIPAA Issuances.

7.1.9. Breach Response

[This paragraph 7.1.9. is inoperative, and all references herein to “paragraph 7.1.9.” shall be deemed to refer to the TOM breach responses provisions, if the contract incorporates the TOM by reference. See paragraph 7.1.8.1.4 above]

7.1.9.1. Definitions Related to Breach response

7.1.9.1.2. Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than an authorized purpose have access or potential access to PII, whether physical or electronic. The foregoing definition is based on the definition of breach in DoDD 5400.11. Breaches are classified as either possible or confirmed (see the following two definitions) and as either cyber or non-cyber (i.e., involving either electronic PII/PHI or paper/oral PII/PHI).

7.1.9.1.3. A possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the contractor does not initially know whether or not the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the contractor

that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the contractor. In determining whether unauthorized access should be suspected, the contractor shall consider at least the following factors:

- How the event was discovered;
- Did the information stay within the covered entity's control;
- Was the information actually accessed/viewed; and
- Ability to ensure containment (e.g., recovered, destroyed, or deleted).

7.1.9.1.4. A confirmed breach is an incident in which it is known that unauthorized access could occur. For example, if a laptop containing PII/PHI is lost and the contractor knows that the PII/PHI is unencrypted, then the contractor should classify and report the incident as a confirmed breach, because unauthorized access could occur due to the lack of encryption (the contractor knows this even without knowing whether or not unauthorized access to the PII/PHI has actually occurred). If the laptop is subsequently recovered and forensic investigation reveals that files containing PII/PHI were never accessed, then the possibility of unauthorized access can be ruled out, and the contractor should re-classify the incident as a non-breach incident.

7.1.9.1.5. A HIPAA breach is an incident that satisfies the definition of breach in 45 CFR 164.402.

7.1.9.1.6. A cybersecurity incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices, with respect to electronic PII/PHI. A cybersecurity incident may or may not involve a breach of PII/PHI. For example, a malware infection would be a possible breach if it could cause unauthorized access to PII/PHI. However, if the malware only affects data integrity or availability (not confidentiality), then a non-breach cybersecurity incident has occurred.

7.1.9.2. General

7.1.9.2.1. The breach response requirements set forth in this paragraph 7.1.9. are designed to satisfy both the DoD Privacy Act Issuances and the HIPAA Breach Rule, 45 CFR Part 164, Subpart D, as applicable. The definition of breach above is based on the definition in the DoD Privacy Act. The Privacy Act definition is broader than a HIPAA breach as defined above. Thus, a Privacy Act breach would not constitute a HIPAA breach if the PII involved does not include PHI or if it involves PHI but is excluded from the definition of HIPAA breach. If a breach is not a HIPAA breach, then the Contractor has no HIPAA breach response obligations. In such cases, the Contractor must still comply with breach response requirements under the DoD Privacy Act Issuances, as stated in this paragraph 7.1.9.

7.1.9.2.2. Because DoD defines "breach" to include possible (suspected), as well as actual (confirmed) breaches, the Contractor shall implement these breach response requirements immediately upon the Contractor's discovery of a possible breach. These procedures focus on the first two steps (breach identification and reporting) of a comprehensive breach response program, but also require addressing the remaining steps: containment, mitigation (which includes individual notification), eradication, recovery, and follow-up.

7.1.9.2.3. The contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting and otherwise responding to breaches and cybersecurity incidents. The contractor should consult with the DHA Privacy Office where guidance is needed, such as when the contractor is uncertain whether a discovered breach is the contractor's responsibility (e.g., if the contractor discovers a breach not caused by the contractor), or how the contractor is to classify an incident (breach vs. non-breach, confirmed vs. possible, cyber vs. non-cyber). Under no circumstances will a contractor delay reporting a confirmed or possible breach to the DHA Privacy Office beyond the 24-hour deadline (see paragraph 7.1.9.3.2.) while waiting for the DHA Privacy Office guidance or while investigating the incident. In conjunction with its initial investigation, the contractor shall immediately take steps to minimize any impact from the occurrence, proceed with further investigation of any relevant details (such as root causes, vulnerabilities exploited), and initiate further breach response steps.

7.1.9.2.4. In the event of a cybersecurity incident not involving a PII/PHI breach, the contractor shall follow applicable DoD cybersecurity and NIST requirements, which include United States- Computer Emergency Readiness Team (US-CERT) reporting (see paragraph 7.1.9.3.). If at any point a contractor finds that a cybersecurity incident involves a PII/PHI breach (possible or confirmed), the contractor shall immediately initiate the reporting procedures set forth below. The contractor shall also continue to follow any required cybersecurity incident response procedures and other applicable DoD cybersecurity requirements.

7.1.9.2.5. Contractors shall require subcontractors who discover a possible breach or cybersecurity incident to initiate the incident response requirements herein by reporting the incident to the contractor immediately after discovery. The time of that report to the contractor shall trigger the contractor's DHA Privacy Office reporting

deadline (24 hours) under paragraph 7.1.9.3.2. If a cybersecurity incident is involved, the contractor's deadline for US-CERT reporting (1 hour) runs from the time the incident is confirmed. The contractor shall require the subcontractor to cooperate as necessary to meet these deadlines, maintain records, and otherwise enable the contractor to complete the breach response requirements herein. Alternatively, the contractor and subcontractor may agree that the subcontractor shall report directly to US-CERT and the DHA Privacy Office, and that the subcontractor shall be responsible for completing the response process, provided that such agreement requires the subcontractor to inform the contractor of the incident and the subsequent response actions.

7.1.9.2.6. Contractors shall maintain records of all breach and cybersecurity incident investigations, regardless of the outcome. Investigations identifying unauthorized disclosures must be logged for HIPAA and Privacy Act disclosure accounting purposes, whether or not individual notification is required under the HIPAA Breach Rule.

7.1.9.2.7. Contractors, when acting as HIPAA-covered entities (rather than as business associates), are not subject to the breach response requirements herein. However, such contractors are subject to both the HIPAA Breach Rule (applicable to them in their capacity as covered entities) and DoD cybersecurity requirements (applicable to them in their capacity as DoD contractors).

7.1.9.3. Reporting Provisions

7.1.9.3.1. Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the contractor shall report it, within 1 hour of confirmation, to the US-CERT Incident Reporting System at <https://forms.uscert.gov/report/>, as required by the Department of Homeland Security (DHS).

Note: DHS no longer requires US-CERT reporting of non-cyber breaches or unconfirmed electronic breaches. However, DHS permits US-CERT reporting of unconfirmed cyber-related incidents on a voluntary basis. Thus, if a contractor is uncertain whether a possible cyber-related incident should be treated as confirmed and thus reportable, the contractor may voluntarily report the incident.

Before submission to US-CERT, the contractor shall save a copy of the report. Upon submitting the report, the contractor shall record the US-CERT incident reporting number, which shall be included in the initial report to the DHA Privacy Office as described in paragraph 7.1.9.3.2.

Note: Regardless of whether or not an incident is confirmed as a breach, the contractor must also investigate whether or not the incident impacts data integrity or availability of PII/PHI. If such impact is confirmed, then the incident is reportable to US-CERT as a cybersecurity incident. For guidance on investigating the impact on data integrity and availability, refer to DoD cybersecurity and NIST guidance.

The contractor shall provide any updates to the initial US-CERT report by email to soc@uscert.gov, with the Reporting Number in the subject line. The contractor shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office if requested. Contractor questions about US-CERT reporting shall be directed to the DHA Privacy Office, not the US-CERT office.

7.1.9.3.2. In addition to US-CERT reporting, the contractor shall report to the DHA Privacy Office by submitting the form specified below within 24 hours of discovery of a breach (possible or confirmed), unless the breach falls within a category that the Privacy Office has determined to be not reportable. This 24-hour period runs from the time of discovery, unlike the 1 hour US-CERT reporting period, which runs from the time a cybersecurity incident is confirmed. Thus, depending on the time period needed to confirm, the report to the DHA Privacy Office may be due either before or after the US-CERT report.

The breach report form required within the 24-hour deadline shall be sent by e-mail to:

DHA.PrivacyOfficer@mail.mil. The contractor shall also e-mail the report to the CO, the COR and its usual point of contact at the applicable Program Office. Encryption is not required, because reports and notices shall not contain PII/PHI. If electronic mail is not available, telephone notification is also acceptable (at 703-275-6363), but all notifications and reports delivered telephonically must be confirmed in writing as soon as technically feasible.

Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense (DD) Form DD 2959 (Breach of PII Report), available at the Breach Response link on the DHA Privacy Office web site, <http://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Breaches-of-PII-and-PHI>. For non-cyber incidents without a US-CERT number, the contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The contractor shall coordinate with the DHA Privacy Office for subsequent action, such as beneficiary notification, and mitigation. The contractor must promptly update the DD Form 2959 as new information becomes available.

When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Contractor shall submit a revised form or forms promptly after the new information becomes available, stating the updated status and previous report date(s) and showing any revisions or additions in red text. The Contractor shall provide updates to the same parties as required for the initial Breach Report Form.

7.1.9.4. Individual Notification Provisions

7.1.9.4.1. If the DHA Privacy Office determines that individual notification is required, the Contractor shall provide written notification to beneficiaries affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the beneficiaries are ascertained. The 10 day period begins when the Contractor is able to determine the identities (including addresses) of the beneficiaries whose records were impacted. If notification cannot be accomplished within 10 working days, the contractor shall notify the DHA Privacy Office.

7.1.9.4.2. The Contractor's proposed notification to be issued to the affected beneficiaries shall be submitted to the DHA Privacy Office for approval. The notification to beneficiaries shall include, at a minimum, the following:

- Specific data elements,
- Basic facts and circumstances,
- Recommended precautions the beneficiary can take,
- Federal Trade Commission (FTC) identity theft hotline information, and
- Any mitigation support services offered, such as credit monitoring.

Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach.

If media notice is required, the contractor will submit a proposed notice and suggested media outlets for the DHA Privacy Office review. The contractor will include notification with the DHA Privacy Office for review and approval.

7.1.9.5. In the event the Contractor is uncertain how to apply the above requirements, the Contractor shall consult with the CO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed.

The Contractor shall, to the government, pay any costs associated with a breach of PII/PHI that the Contractor has caused or is otherwise responsible for addressing.

7.2. Exclusion from Participation in Federal Health Care Programs (OCT 2015).

The Contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as "person") to provide items or services that will be included in invoices submitted to the Government under this contract if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The Government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in Executive Housekeeper or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at <http://oig.hhs.gov/fraud/exclusions.asp>, and the TRICARE Sanctioned Provider list at <http://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-Healthcare/Program-Integrity/Sanctioned-Providers>. The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively referred to as "the Lists."

Prior to start of contract performance, the Contractor shall (a) query the Lists to determine whether the name of any person the Contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the Contracting Officer that the Contractor has queried the Lists and no such names appear on either of the Lists.

During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter "new persons") providing services or items under the contract, the Contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the Contracting Officer that the names of such new persons do not appear on either of the Lists.

The Contractor is advised that during performance of the contract, MTF personnel will perform a recurrent recheck of the names of contractor personnel working in the MTF against the Lists, as specified in OTSG/MEDCOM Policy Memo 15-037. The Government will notify the Contractor in the event any contractor personnel working in the MTF appear on either of the Lists.

Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the Contractor shall (a) in cases where the Contractor identified the person, notify the Contracting Officer, and (b) promptly remove that person from the contract.

Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

The Contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC § 1320a-7a):

a. There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.

b. Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at <http://oig.hhs.gov/exclusions/files/sab-05092013.pdf>.

7.3. TOBACCO FREE MEDICAL CAMPUS (TFMC)

In accordance with Army Regulation 600-63, paragraph 7-1, 1 April 2015; Operations Order 15-48 (Army Medical Command (MEDCOM) Tobacco Free Living – J3 AMEDCOM, 8 May 2015; and any Operations Order, regulation or other instruction implementing, defining or otherwise addressing the Tobacco Free Medical Campus (TFMC) on any military installation or DoD-controlled location, Contractor and personnel are prohibited from using any tobacco product on any TFMC while performing under this contract. TFMCs are established at each installation or DoD-controlled location and include:

(1) any property or non-residential building that is operated, maintained or assigned to support medical activities, including but not limited to, hospitals, medical laboratories, outpatient clinics (including medical, dental, and veterinary facilities), or aid stations operating for the primary purpose of delivering medical care and services for DOD eligible beneficiaries and /or meeting the mission of the Army Medical Command;

(2) All other facilities in which medical activities or administration take place, to include HQ MEDCOM and Defense Health Headquarters;

(3) All internal roadways, sidewalks and parking lots; and

(4) All sidewalks, parking lots and grounds external but adjacent to the building or related to the migratory corridors surrounding the medical facility. The Contractor shall obtain from the COR any orders, regulations, instructions or other documents implementing, defining or otherwise addressing the TFMC for any given installation or DoD controlled location where Contractor personnel may perform under this contract and shall instruct Contractor personnel on the TFMC limitations for installations or DoD-controlled locations where they may perform under this contract.