

MOBILE MAGNETIC RESONANCE IMAGING (MRI) SERVICES

1. GENERAL.

1.1. Description of Work.

1.1.1. The Contractor shall provide a turn-key mobile Magnetic Resonance Imaging (MRI) unit (operate, train, and maintain) to perform non-personal professional MRI examinations at Weed Army Community Hospital (WACH), Fort Irwin, CA. The contract employee(s) performing this service are hereafter referred to as Contract Providers (CPs).

1.1.2. This contract is a NON-PERSONAL SERVICES contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

1.1.3. The Contractor shall comply with OTSG/MEDCOM Policy Memo 16-033, Policy for Reporting Incidents of Sexual Assault and Sexual Harassment under the Sexual Assault Prevention and Response Program (SHARP), 19 Mar 2016. The SHARP reporting requirements apply only to knowledge obtained by Contractor personnel while performing services under this contract.

1.1.3.1. The Contractor shall require all CPs with knowledge of an incident of sexual assault occurring on a Government facility, to include a contracted facility, where the Contractor is providing services under this contract, to report the incident to the Contractor who shall immediately (within 24 hours) report the incident in writing to the Government's COR. All incidents shall be reported whether they involve Contractor personnel or Government personnel, or other individuals.

1.1.3.2. The Contractor shall require all CPs with knowledge of an incident of sexual harassment occurring on a Government facility, to include contracted facility, where the Contractor is providing services under this contract, to report the incident to the Contractor who shall immediately (within 24 hours) report the incident in writing to the Government's COR. All incidents shall be reported whether they involve Contractor personnel or Government personnel, or other individuals.

1.1.4. Performance Requirement Summary. The following performance objectives and measures will be used to evaluate Contractor performance and compliance under the contract. This information will be used to prepare annual past performance evaluations. See Enclosure 1, Quality Assurance Surveillance Plan (QASP), for additional details.

PERFORMANCE OBJECTIVE	STANDARD	ACCEPTABLE QUALITY LEVEL	METHOD OF ASSESSMENT
The contractor shall maintain a fill rate of at least 95%. PWS para. 5.1.1.	Maintain fill rates.	Number of hours worked/number of available hours to work of at least 95% per 12 month period.	Documented actual hours worked.
Technologist performs monthly minimum of scans. PWS para. 5.1.1.	Maintain a minimum of 160 scans per month	97% compliance	COR will Monitor compliance.
Provide technically competent HCPs. Para 1.9.	Certification packages submitted are for HCPs that are fully qualified per the PWS.	100% compliance	Continuous monitoring of certification documents and licenses. Department and COR Monitor.
HCPs must comply with policies and standards. Para. 1.3.	HCPs must comply with MTF policy and procedures.	97% compliance	COR will monitor and immediately report non-compliance to the Contracting Officer (KO
Patient privacy and confidentiality. Para. 8.	Maintains patient privacy and confidentiality.	100% Compliance.	Review of Substantiated complaints of breach of privacy. COR Monitor.
Provide patient care according to policies and procedures. Para. 5.	Complete proper treatment of patients	97% compliance	Review charts through Departmental Process Improvement procedures. Department and COR Monitor.

Patient and customer satisfaction. Para 1.5.4.	Maintain a high level of patient and customer satisfaction.	Max of two substantiated complaints per staff member, per period of performance. 98% compliance	Review and assessment of customer complaints through patient and Government Feedback. COR will Monitor.
Contractor Manpower Report (CMR). PWS Para. 9.	Complete Contractor Manpower Report by 31 Oct each year. Notify COR by the 5th working day of November whether or not completed.	Completed report. 97% compliance	Monitored by COR and Contract Specialist.
Combating Trafficking In Persons (awareness program).	FAR Clause 52.222-50 and FAR Subpart 22.1703.	100% compliance (zero tolerance) regarding trafficking in persons policy.	COR documentation and program review. Any non-compliance must be brought to the immediate attention of the KO.
Sexual Assault Reporting, per Para. 1.1.3.	Report within 24 hours.	Reports shall be submitted as required 98% of the time.	COR documentation and program review. Any non-compliance must be brought to the immediate attention of the KO.
Sexual Harassment Reporting per Para. 1.1.3.	Report within 24 hours.	Reports shall be submitted as required 98% of the time.	COR documentation and program review. Any non-compliance must be brought to the immediate attention of the KO.

1.1.5. The inspection and acceptance point for all services rendered under this contract will be the Department of Radiology, (760) 383-5030 at Weed Army Community Hospital and/or the COR. The performance by the CPs, the quality of services rendered, and any documentation or written material in support of same, shall be subject to continuous inspection, surveillance and review for acceptance by the Radiologist, the COR or designated representative indicated above. Any services rendered by the CPs to patients or interaction with military/civilian personnel deemed unprofessional, threatening, and/or dangerous by the Government will be considered as grounds for immediate removal of the CP from providing services under this contract and termination under clause 52.212-4 (m) Termination for Cause. Quality Assurance procedures established by the Contractor shall be used for continuous monitoring. Other performance evaluation factors will be monitored that are not quantified by numerical measurements which include: Contractor providing personnel not meeting the minimum qualification standards; patient customer service comments; CP and Contractor relationship with hospital staff/Government contracting personnel; compliance with contract policies and procedures. Services provided by the CPs shall be reviewed and rated in accordance with TJC standards. A poor rating shall be grounds for immediate termination of the contract.

1.2. Qualifications and Requirements.

1.2.1. CPs shall meet the following Qualifications.

1.2.1.1. The MRI Technologist shall have as a minimum a high school diploma. All MRI Technologists shall have completed an instructional program that follows the American Society of Radiologic Technologists (ASRT) curriculum guide and competencies based on skills identified by the American Registry of Radiologic Technologists (ARRT) and the Joint Review Committee on Education of Radiologic Technologists (JCERT).

1.2.1.2. The MRI Technologist shall possess current registration by the ARRT and current certification in the Magnetic Resonance Imaging modality.

1.2.1.3. The MRI technologist shall be active in the provision of MRI services and have provided MRI services for a minimum of three years within the past five years. Of the three years, the technologist shall have a minimum of 12 months experience under the supervision of a board certified or board eligible Radiologist. Additionally, the technologist performing the MRI exam shall have been trained on the type of unit the Contractor intends to place at WACH, for a period of not less than six months. The MRI technologist should be able to perform all exams but not limited to those listed on Attachment 5 under Current Procedural Terminology (CPT) Description.

1.2.1.4. The CPs must have and maintain current Basic Life Support (BLS) certification. The American Heart Association Basic Life Support for Healthcare Providers is the only program accepted. BLS recertification shall be maintained in a current status at all times while the CP is performing services under this contract.

1.2.2. Requirements:

1.2.2.1. The Contractor shall not employ any individual to provide services who is listed on the Health and Human Services (HHS) list of providers excluded from federally funded health care programs. The list may be found at <http://oig.hhs.gov/fraud/exclusions.asp>.

1.2.2.2. The CP shall not have been convicted of a felony.

1.2.2.3. The CP shall successfully complete a criminal history background check in accordance with paragraph 7.4. of the Performance Work Statement (PWS).

1.2.2.4. The CP shall be a U.S. citizen or otherwise meet the requirements of AR 25-2, Information Assurance.

1.2.2.5. The CP shall be able to read, write, and speak English well enough and enunciate with sufficient clarity to effectively communicate with patients and other health care providers.

1.2.2.6. The CP shall have knowledge of medical privacy and confidentiality (Health Insurance Portability and Accountability Act [HIPAA]).

1.2.2.7. Each CP shall have sufficient skills, knowledge and experience to perform the specific tasks (see Paragraph 5. of this Performance Work Statement) listed for their specialty.

1.2.2.8. The CP shall possess sufficient initiative, interpersonal relationship skills and social sensitivity such that the CP can relate to a variety of patients from diverse backgrounds.

1.2.2.9. Working knowledge of computer applications/software to include Microsoft Office programs, MS Outlook (e-mail), and internet familiarity is required.

1.2.2.10. The CP shall use the various clinical automation systems as required, such as, but not limited to Composite Health Care System (CHCS), Armed Forces Health Longitudinal Technology Application (AHLTA), Ambulatory Data System (ADS), and Defense Medical Human Resource System – internet (DMHRSi).

1.2.2.11. The CP shall be required to meet Continuing Medical Education (CME) requirements in AR 351-3 or as determined by the provider's State of licensure, whichever is more stringent. The Government will not reimburse the Contractor or the CP for these costs. Duty hours are not authorized to complete CME's.

1.3. Administrative.

1.3.1. The Contractor shall provide adequate pre-credentialed replacement MRI Technologist to prevent any lapse in coverage. The WACH credentialing process can take up to 30 days. Any lapse in coverage will be considered as cause for immediate grounds for termination of the purchase order, at the discretion of the Government.

1.3.1.1. The Contractor may use non-compete provisions in its employment agreements to prevent the loss of personnel by the Contractor during the period of performance of this contract. However, the Contractor shall not use non-compete provisions in its employment agreements that would prevent its personnel s from being employed by or from accepting offers of employment from the new Contractor of the follow-on contract. It would hinder the Government's ability to accomplish the mission of providing medical care to its beneficiaries.

1.3.2. Reports. The Contractor shall submit reports to the COR/POC or KO as requested for use in monitoring Contractor performance. Such reports may include, but are not limited to, personnel recruitment status, projected losses, quality control/assurance, billing/invoicing, etc.

1.3.3. Contracting Officer's Representative (COR). The KO will designate and authorize an individual to act as the COR at time of award. Any such representative appointed will be specifically designated by letter from the KO. The COR exclusively represents the KO in all technical phases of the work, but is not authorized to issue Change Orders, Supplemental Agreements, or direct any contract performance requiring contractual modification or adjustment. Changes in the scope of work can only be made by modification properly executed by the KO. All observations made by persons other than the KO or the COR are strictly advisory and shall not influence the Contractor's operations except for administrative requirements and responsibilities specified herein. The KO will provide a copy of this designation and COR contact information to the Contractor.

1.3.4. Billing. Billing shall occur in arrears on the 1st workday of the month after the month in which work is performed. NOTE: The Government will only pay for days the unit is actually staffed and available for service. The Contractor shall only submit payment requests for days that the mobile MRI unit is staffed. Submitting a payment request for more than the amount due and/or days the unit was not staffed may constitute fraud or a false claim and may result in administrative or criminal action or both.

1.3.5. Antiterrorism/Operations Security (AT/OPSEC) Requirements.

1.3.5.1. AT Level I training. This standard language is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this

requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>

1.3.5.2. Access and general protection/security policy and procedures. This standard language is for Contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated subcontractors employees shall 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 Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, 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.

1.3.5.3. For Contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.3.5.4. iWATCH Training. This standard language is for Contractor employees with an area of performance within an Army controlled installation, facility or area. The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 5 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

1.3.5.5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

1.3.5.6. For contracts that require OPSEC Training. Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

1.3.5.7. For information assurance (IA)/information technology (IT) training. All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

1.3.5.8. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

1.3.5.9. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

1.3.6. Orientation and Training.

1.3.6.1. The Contractor shall ensure its personnel are knowledgeable of the policies and procedures of their specific place of duty and of the medical activity. The Contractor shall ensure that its employees receive any training required by the MTF as a precondition/condition to performance. Such training may include instruction on automation processing, quality assurance policies and local in-service and safety briefings. This training shall be conducted during the scheduled duty hours of the contract personnel.

1.3.6.2. The Government is responsible for providing the CP's in-processing and orientation, procedures for use of Government provided forms and imaging protocols for the technologist.

1.3.7. Record Keeping. The Government will ensure all contract personnel are trained on Army medical record keeping.

1.3.7.1. Electronic Medical Record Keeping Systems. The Government will provide training to contract personnel in the Electronic Medical Record Keeping Systems and other procedures that the medical activity's staff is required to use. Access to such patient data systems is an "Automated Data Processing Sensitive" position requiring compliance with AR 25-2 and AR 380-67. Refer to the Additional Information section "ADP Security Requirements" in this purchase order for further guidance.

1.3.8. Deliverables - Quality Control Plan and Assurance.

1.3.8.1. Quality Control Plan (QCP). Within 30 days of contract award, the Contractor shall submit a QCP to the KO and the COR. The QCP shall cover every aspect of the Contractor's operation under the contract. The purpose of the QCP is to monitor, analyze, and improve quality, management and compliance with contract performance standards.

1.3.8.2. Quality Control/Assurance (QC/A). The Contractor is required to implement a Quality Control/Assurance plan as approved by WACH, and then provide a monthly QC/A report to WACH. This report shall confirm that quality control measures are being performed per PWS paragraph 5.1.6.

1.3.9. Security.

1.3.9.1. Safeguarding Material. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. The Contractor shall safeguard information of a confidential or sensitive nature. Neither the Contractor nor any of its CPs shall disclose or cause to be disseminated any information concerning the operation of the MTF that could result in or increase the likelihood of the possibility of breach of security or interrupt the continuity of operations or which breach the requirements of the Federal Privacy Act of 1974. However, the Contractor may be required to provide testimony or deposition in lawsuits or other administrative, civil, or criminal proceedings.

1.3.10. Data Breach Response Notification.

1.3.10.1. The Contractor shall adhere to the reporting and response requirements for PII set forth in Memorandum, Office of the Secretary of Defense, Subject: Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII), June 5, 2009, ALARACT 050/2009, DoD 5400.11-R, and any amendments.

1.3.10.2. The Contractor or its subcontractor shall immediately notify Mr. Carlos Garcia HIPAA Compliance Officer, at (760) 383-5188 or email: carlos.e.garcia.civ@mail.mil that a suspected or actual breach of PII has occurred. The notification shall include, to the greatest extent possible, the identification of each individual who's PII has been or possibly has been breached. In addition, the Contractor or its subcontractor shall provide Mr. Carlos Garcia at (760) 383-5188 or email: carlos.e.garcia.civ@mail.mil with any other available information that must be included in required breach reporting and notifications. The Contractor shall provide this information at the time of the initial notification to the Government or promptly thereafter as information becomes available.

1.3.10.3. The Government will determine whether a breach of PII has occurred, and whether breach notification to affected individuals is required. If breach notification to affected individuals is required, the Government will determine if the contractor shall make the required notification. If the contractor is to notify the impacted population, it shall submit the notification letters to Mr. Carlos Garcia, at (760) 383-5188 or email: carlos.e.garcia.civ@mail.mil for review and approval.

1.4. Place and Hours of Performance.

1.4.1. Place of Performance: The mobile MRI unit will be positioned on the existing MRI pad 22 feet X 57 feet at WACH, Building 390 and will remain there until the end of the contract period or has to be replaced for other reasons as determined by the COR or Contractor. The Contractor is responsible for the installation of the equipment and its removal and transportation from the site at the end of the lease, not separately priced. The Contractor will restore the area in which the MRI is installed, within the same or greater condition when the mobile unit was initially installed, at no cost to the Government. (The Contractor and COR shall take photos of this area at the time of occupancy.)

1.4.2. Hours of Performance: The Contractor's mobile MRI unit and MRI Technologist(s) shall perform services in their mobile MRI unit at the WACH MRI location, Monday through Friday, eight hours per day, normally between the hours of 0730 and 1630.

1.4.2.1. The mobile MRI Unit operating hours will be coordinated between the Department of Radiology, COR and Contractor in advance. The Contractor shall have a sign displaying the operating hours attached to the mobile MRI unit's door (or near-by), and is authorized to have the unit closed for one hour per day for an uncompensated lunch break. Closure times for lunch breaks will be displayed on the sign.

1.4.3. Federal Holidays. Mobile MRI Services are not required on Federal and Training Holidays.

1.5. Conduct.

1.5.1. The Contractor is responsible for the conduct of his/her employees. All services shall be provided in accordance with established standards, principles, and ethics of the profession and applicable professional specialty organizations, and shall ensure the highest regard to patient dignity.

1.5.2. The KO can revoke or otherwise restrict the services of any contract technologist who he/she determines is not qualified to perform the contract service.

1.5.3. The Contractor shall ensure that its personnel abide by MTF bylaws, TJC, DoD, and Medical Department regulations and requirements concerning the nature of limited privileged communication between patients and the CP as may be necessary for security and personnel reliability programs. The Contractor shall also ensure that its personnel abide by federal and local MTF regulations concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the Health Insurance Portability & Accountability Act (HIPAA) of 1996. All regulations referenced are available for review from the COR or MTF. All medical records and reports are and will remain the property of the Government.

1.5.4. Complaints. Complaints will be validated by the COR and be reported in writing to the KO and to the Contractor for action, if it constitutes a failure to perform, as determined by the Government. Patients may also be a source of legitimate complaints that constitute a failure to perform. The Contractor shall have no more than two substantiated complaints per 12-month period per CP. Any patient complaints received on services provided by the CP will be taken very seriously at the MTF and as such will be considered a part of the inspection process. The DC will submit documentation to the COR regarding all patient and/or clinical complaints. Receipt of two valid complaints on the CP within any twelve-month period may be considered grounds for immediate removal.

1.5.5. Inquiries. Contractor shall ensure that its personnel do not respond to any media inquiries. Any inquiries from the media shall be immediately relayed to the COR, who will relay them to the MTF Commander. There shall be no interviews, comments, or any other response without the knowledge and approval of the MTF Commander. Other than routine inquiries from external agencies, all other inquiries and complaints shall be brought to the attention of the Government.

1.6. Conflict of Interest.

1.6.1. The Contractor shall not bill the patient for services rendered under this purchase order and shall ensure that its personnel do not do so. The Contractor is prohibited from receiving compensation of any kind for patients treated, procedures performed, or any other actions performed, except under the terms and conditions of this contract at the rate specified.

1.6.2. Confidentiality of Information. Unless otherwise specified, all financial, statistical, personnel, and/or technical data which are furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. The Contractor shall not release any of the above information without prior written consent of the KO and shall ensure that its employees do not do so. The Contractor shall not use patient care rendered pursuant to this purchase order as part of a study, research project, or publication and shall ensure that its employees do not do so.

1.7. Relationship of the Parties, Professional Liability Responsibility and Procedures.

1.7.1. This purchase order is a non-personal services in nature; therefore, the Government will not be liable for malpractice allegations against a MRI Technologist based upon performance of this purchase order. The Contractor shall be required to carry malpractice insurance for its MRI Technologists, at a level acceptable to the KO, prior to commencement of services. Evidence of insurance shall be provided per contract. If an apparent successful offeror, the Contractor shall provide evidence of insurability concerning medical liability insurance prior to award. Upon award, the Contractor shall provide evidence of insurance demonstrating the required coverage prior to commencement of performance. In accordance with Federal Acquisition Regulation (FAR) Clause 52.237-7, the Contractor shall indemnify the Government for any liability producing act or omission by the Contractor, its MRI Technologist(s) and agents occurring during contract performance. If the Contractor uses subcontractors in the performance of this purchase order, the Contractor is required to ensure that its subcontracts for provisions of healthcare services contain the requirements of FAR 52.237-7, including the maintenance of medical liability insurance.

1.7.2. Contractor agrees to be solely responsible for any liability producing acts or omissions arising from the Contractor's performance. Contractor shall indemnify the Government against all claims by third parties for death or bodily injury (including sickness or disease) to the extent that such a claim arises in any way from Contractor performance under this purchase order. In the event of litigation/investigation of a claim or malpractice, the Contractor shall ensure his employees' full cooperation with Government authorities and designated officials in investigation of claim and/or preparation of litigation.

1.7.3. Responsibility and Procedures. If any suit or action is filed or any claim is made against the contract CP, which occurred as a result of work performed by the CP under this contract, the CP shall immediately notify the Contractor and the KO, and the DC of the appropriate services and promptly furnish them copies of all pertinent papers received.

1.7.3.1. The Contractor shall ensure its personnel cooperates with the Government, without further Government compensation to either the Contractor or the Contractor personnel, in the processing, review, settlement, or defense of the suit, action, or claim, and authorizes Government representatives to settle or defend the claim and to represent.

1.8. Contractor Representation.

1.8.1. The Contractor shall designate a representative for this contract. At least ten working days prior to performance start date, the Contractor shall provide in writing to the COR, Contractor representative contact information. Changes in the representative, at any time after contract commencement, shall be in writing to the COR at least five working days prior to the change.

1.8.1.1. The Contractor's representative shall, at no additional cost, meet with the COR when requested by the COR to discuss any problems that the Contractor's personnel may be experiencing during the performance of this contract. Problems experienced by the Government with the Contractor's performance will be discussed and resolved. Unresolved problems will be referred to the KO for resolution.

1.8.1.2. The Contractor shall provide points of contact (POC) information for administration of the contract during normal business hours and after normal business hours. The POC for other than normal business hours will be contacted only in the event of emergencies. Accordingly, the named individual(s) shall possess sufficient corporate authority to effectively deal with emergency situations and the telephone number provided shall be functioning at all times other than normal business hours. If there are different POCs for different conditions, such as weekdays, weekends, holidays, clearly provide such information.

1.9. License and Credentials.

1.9.1. The Contractor will ensure that all licenses, registration, and/or certifications relating to the MRI Mobile Unit and the CP are maintained in a current status for as long as they are providing services under this purchase order and are available for KO and COR review upon written request.

1.9.2. The Contractor shall not employ any individual to provide services whom within five years prior to employment: has had his/her clinical privileges limited, suspended, or revoked by any healthcare facility, public or private, anywhere in the world.

1.9.2.1. This prohibition does not apply to any individual whose clinical privileges, although originally limited, suspended or revoked by a healthcare facility, were subsequently fully reinstated by the healthcare facility.

1.9.3. Limitation of clinical privileges, as used in this paragraph, refers to a partial withdrawal/reduction of clinical privileges as a result of a determination that or pending investigation to determine whether an individual has engaged in unprofessional conduct or substandard medical practice or is incompetent to performing certain medical practices.

1.9.4. Is the subject of a current or pending hearing or appeal brought by any healthcare facility, public or private, anywhere in the world, which may result in the limitation, suspension, or revocation of the individuals' clinical privileges.

1.9.5. Requirements for privileging or for licensing verification are the same for replacement CPs as for the CPs they are replacing.

1.10. Quality Management.

1.10.1. Quality Control Plan (QC). The Contractor is required to follow the current QC program in place at the MTF to ensure that the medical services are provided at a level of quality that meets MTF standards.

1.10.2. Quality Assessment and Improvement (QA&I). The Government will monitor the Contractor's performance under this purchase order using the QA&I procedures established by the medical activity and pursuant to the Contract Terms and Conditions - Commercial Items clause, paragraph entitled Inspection/Acceptance. Additionally, the Contractor's performance is subject to scheduled and unscheduled review by the QA&I Committee as defined by the medical activity Quality Assurance (QA) Plan and AR 40-68.

1.10.3. The Contractor shall have an internal quality control procedure which will ensure the Contractor's performance/medical care evaluation will be at a level commensurate with standards of the medical profession and the American College of Radiology.

2. DEFINITIONS/ACRONYMS.

2.1. Definitions. Following is a list of basic definitions.

2.1.1. BENEFICIARIES OF THE MILITARY HEALTHCARE SYSTEM. Those individuals entitled to care at the MTF in accordance with AR 40-3.

2.1.2. CONTRACTING OFFICER (KO): A person with the authority to enter into, administer, and/or terminate contracts/task orders and make related determinations and findings.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR): A Government employee selected and designated in writing by the KO to act as his/her designated representative in administering a contract. A COR has no authority to change or modify the terms of a contract.

2.1.4. PHYSICIAN: Medical healthcare providers possessing a doctorate degree as a Medical Doctor (MD) or Doctor of Osteopathy (DO).

2.1.5. QUALITY ASSESSMENT AND IMPROVEMENT. Those actions taken by the Government to check services to determine if they meet the requirements of the Joint Commission, U.S. Army Medical Command, quality assurance and risk management program, and ensure that the Contractor and its CPs comply with the terms and conditions of the contract.

2.1.6. QUALITY CONTROL. Those actions taken by a Contractor to control the performance of services to ensure that they meet the requirements of the contract.

2.1.7. TRICARE: A regionalized, tri-service, Contractor-supported, DoD-managed healthcare system.

2.2. Acronyms/Abbreviations. Following is a list of basic acronyms/abbreviations used in this contract.

ADP - Automated Data Processing
AHLTA - Armed Forces Health Longitudinal Technology Application AR - Army Regulation
BCLS - Basic Cardiac Life Support.
BLS - Basic Life Support
CFR - Code of Federal Regulations
CHAMPUS - Civilian Health and Medical Program of the Uniformed Services
CHCS - Composite Health Care System
CLIN - Contract Line Item Number
CME - Continuing Medical Education
CMR - Contract Manpower Report CONUS - Continental United States
COR - Contracting Officer's Representative
CPARS - Contractor Performance Assessment Reporting System CPR - Cardiopulmonary Resuscitation
CV - Curriculum Vitae
DA - Department of the Army
DCCS - Deputy Commander for Clinical Services
DEA - Drug Enforcement Administration
DoD - Department of Defense
DODI - Department of Defense Instruction
DMHR - Defense Medical Human Resource System - Internet
ECFMG- Educational Commission for Foreign Medical Graduates
EFT - Electronic Funds Transfer
EKG - Electrocardiogram
ETS - Expiration Term of Service
FAR - Federal Acquisition Regulation
FBI - Federal Bureau of Investigation
FL - Form Letter
FPP - Family Practice Physician
FTE(s) - Full Time Equivalent(s)
HCAA - Health Care Acquisition Activity

HHS - Health and Human Services
HIPAA - Health Insurance Portability & Accountability Act of 1996
IAW - In Accordance With
IRC - Installation Record Check
IV - Intravenous
JC - Joint Commission
LOSS - Line of Sight Supervision
KO - Contracting Officer
MEDC - Medical Command
MEDD - Medical Department Activity
MTF - Medical Treatment Facility
NACI - National Agency Check with Inquiries
NCOIC - Noncommissioned Officer in Charge
NP - Nurse Practitioner
OCON - Outside the Continental United States
OIC - Officer in Charge
OSHA - Occupational Safety and Health Administration or Act
PA - Physician Assistant
PAD - Patient Administration Division
PALS - Pediatric Advance Life Support
Pam - Pamphlet
PAR - Performance Assessment Report
PCF - Practitioner's Credentials File
PCO - Procurement KO/Procuring KO
PCS - Permanent Change of Station
PL - Public Law
POC - Point of Contact
PWS - Performance Work Statement
QA - Quality Assurance
QA&I - Quality Assessment & Improvement
OBGY - Obstetrics and Gynecology
QC - Quality Control
RN - Registered Nurse
RFQ - Request for Quotation
RFP - Request for Proposal
RPO - Radiation Protection Officer
SF - Standard Form
SRP - Soldier Readiness Processing
TAB - Therapeutic Agents Board

TDY - Temporary Duty
TO(s) - Task Order(s)
USC - United States Code
USPS - United States Postal Service
VPN - Virtual Private Network
WRCO - Western Regional Contracting Office
WRMC - Western Regional Medical Command
USPS - United States Postal Service

3. GOVERNMENT FURNISHED PROPERTY. The Government will provide the following for use only in the performance of this contract.

3.1. Facilities. The Government will furnish the parking space and the necessary connections for the Mobile MRI unit to communicate with the radiology department and the other areas of WACH essential to efficient operation. The Contractor will provide any additional equipment required for this service. Existing Government specifications are:

One 480v 3ph 200 amp service disconnect with Russellstoll #F33478 receptacle

One 208v 3ph 100 amp service disconnect with Hubbell 5100R9W receptacle

MRI pad, 22 feet X 57 feet

3.1.2. The removal and disposal of trash, hazardous material, bio-hazardous waste will be coordinated with the radiology department. The contractor is not authorized to remove or dispose of this trash on government property without prior authority. If the contractor disposes or removes trash generated under this contract to an off-site disposal location, then it must adhere to all applicable laws and regulations relating to the disposal of hazardous material/bio-hazardous waste in the State of California.

3.2. The Government will provide the radiologists to interpret MRI scans; and all ancillary medical support personnel and ancillary services necessary to support the work required by the mobile MRI unit and the CPs. Examples of such ancillary support include: clinical and pathological laboratory, radiology, and pharmacy.

3.3. The Government will check in all of the patients and provide eligibility checks of all persons presenting themselves for treatment in the mobile MRI unit at WACH.

3.4. The Government will provide telephone connections and CHCS capability to the MRI unit. The Contractor will be responsible for providing their own personal computers and telephone(s) instrument.

3.5. The Government will provide Cat5E or Cat6 10/100 LAN connections for CHCS, Internet, Email connectivity.

3.6. The Government will provide one analog telephone line. The telephone line is a local hospital phone number and does not have long distance capabilities. The telephone shall be used for official business only.

3.7. The Government will provide official mail and intra- hospital (distribution) mail service. The Contractor shall not receive/send personal mail through the WACH mail distribution system.

3.8. The Government will provide destruction of medical waste generated by the MRI unit during the completion of MRIs on approved patients. Hazmat and biohazard waste will be coordinated for pick up with the radiology department. The CP is responsible for maintaining the MRI unit.

3.9. The Government will provide language translation services as available in situations where interpretation is necessary. This is intended for situations when the patient does not speak fluent English.

3.10. The Government will provide required Government forms and directives necessary for performance of services required by this contract. All records, files, documents, forms, and work papers provided by the Government remain the property of the Government.

3.11. The Picture Archiving Communication System (PACS) at WACH is ISITE proprietary Philips Medical PACS software system with a regionally managed archive and will be transitioning to transitioning to Agfa IMPAX. Agfa IMPAX, the new PACS system. A Digital Imaging and Communications Medicine (DICOM) conformance statement for modalities is available upon request.

3.12. The Government will provide all disposables and medical supplies to include, gloves, needles, syringes, contrast pharmaceuticals, injector kits, linens, pillows, and sharps containers.

4. CONTRACTOR FURNISHED PROPERTY: The Contractor shall provide all services/supplies necessary to perform in accordance with the terms of the contract.

4.1. Equipment Requirements and Registration. The Contractor shall have the responsibility of ensuring that all equipment requirements and registration are complied with in accordance with standards set by the State of California. A copy of the current license and inspection will be posted on the mobile MRI unit. The following items and descriptions should be considered to be minimum equipment requirements/capabilities:

4.2. Magnet shall be shielded and a strength of Tesla 1.5 or higher.

4.3. Must be able to provide continuity of Tesla 1.5 strength during periods of preventive maintenance, equipment failure or replacement.

4.4. Must have High Resolution Imaging up to 512 matrixes.

4.5. Must be equipped and capable of performing 2D and 3D Multi-slice and multi-echo imaging, as well as sagittal, axial and coronal imaging. Oblique capabilities are required.

4.6. Must be equipped and capable of respiratory, cardiac, and peripheral gating. Must be equipped and capable of performing Magnetic Resonance Angiography, and diffusion imaging.

4.7. Must be Digital Radio Frequency capable.

4.8. Must provide head, neurovascular, body and designated form fitted wrist and shoulder coils.

4.9. Must provide surface coils for thoracic-lumbar spine, small body parts, neck and extremities.

4.10. Must have the capability of a gradient of 33 mT/m or higher and slew rate of 120 mT/m/ms or higher. Must have field homogeneity of between 1-10 ppm over 30-50 cm.

4.11. Must contain a magnet safety unit including an oxygen level alarm and emergency magnet shut-off switch.

4.12. Must meet DICOM modality work list compliance, which requires the MRI unit to be able to pull patient information from a remote AE (e.g., modality work list server) to apply that information to the study. This eliminates the need for the technologist to enter patient demographics.

4.13. The MRI unit must meet the DICOM conformance standard – the MRI unit must be able to send images to a remote AE (i.e., PACs QC Workstations) and must be able to send images to a DICOM print server.

4.14. The processing computer of the system shall be able to provide simultaneous independent clinical functions such as data acquisition, reconstruction, display, review, and archiving. Performance, protocols, and parameters shall be in accordance with the MRI unit manufacturer's suggested guidelines. These guidelines may be adjusted or modified by the Department of Radiology Chief as needed.

4.15. The mobile MRI unit used and the trailer it is housed in shall not be more than three years old at start of service. The Contractor shall submit certification of the MRI unit and trailer's age to the KO with their proposal. Technical upgrades to the mobile MRI unit used in support of this contract shall be accomplished to ensure that the medical diagnostic capabilities meet the existing standard of care for units of this type. The Contractor is responsible for providing and installing manufacturer designed and issued field modifications, safety corrections and revisions for correcting software and equipment deficiencies.

4.16. The mobile MRI unit must be wheel chair and gurney accessible and must have MRI safe wheel chair and gurney in trailer for transfer of patients to MRI. All patients will be escorted by radiology staff or the Contractors CP. The Contractor will provide an MRI safe wheel chair and gurney that best accommodates their specific trailer and MRI unit. The Radiology Department is prepared to work with the Contractor to secure the storage of the MRI safe transfer equipment within the hospital if this is a concern

4.17. The Contractor will provide their own telephone instrument(s).

4.18. The Contractor must provide a system that conforms to manufacturers specifications and provides full (On-Line) line conditioning with Battery Backup, Eliminates Transients, surges, swells, sags, brownouts, noise, and wave-shape faults that is connected to Mobile MRI. If this system is external to MRI Van the Contractor needs to provide shelter for the system in accordance with manufacturer specifications.

4.19. The entire mobile system shall fit the existing MRI pad, 22 feet x 57 feet.

4.20. The mobile MRI trailer must be at least 12 feet wide.

4.21. The MRI bore must be at least 70 cm wide.

4.22. The MRI computer system must be compatible with Microsoft Windows 10.

5. SPECIFIC TASKS AND DELIVERABLES. The Mobile MRI and MRI technologist services specified in this work statement shall be performed in accordance with established principles and ethics of the medical profession. The CPs shall not introduce new medical procedures or services without prior recommendations to, and approval of the WACH Commander which will be provided by contract modification, issued by the KO.

5.1. Contract Provider Specific Tasks.

5.1.1. The CPs shall evaluate and treat all MHS eligible patients. A minimum of 160 quality MRI scans shall be completed per month. The Contractor shall staff a MRI Technologist during all required work hours of the PWS. The Contractor shall maintain a fill rate of at least 95% (number of hours worked/number of available hours to work).

5.1.2. The Government will schedule all patients for the Contractor's Mobile MRI and MRI technologist. On occasion, emergency patients may need to be added to the schedule when approved by the Chief or other designee of the Radiology Department.

5.1.3. The Contractor shall provide and be responsible for the utilization of its own MRI equipment in the completion of treatment on patients referred from the MTF. Within the MRI Unit the contractor must provide a space for the patients to change. The Contractor shall refer all questions concerning patient eligibility for care to the NCOIC or other designee of the Radiology Department.

5.1.4.. CPs shall perform medical treatment of all illnesses that pertain to the specialty of MRI. CPs shall receive all patients from the waiting room in the Department of Radiology. Additionally, the CPs explains the procedure being performed, as well as positions the patient.

5.1.5. CPs shall set scanning parameters and operate the MRI equipment so as to complete the required study. Check the patient's images with a radiologist. Performance and imaging protocols will be established by the DC and furnished to the CPs as part of the Standard Operating Procedure (SOP). Any deviation from the SOP must be approved by the DC

5.1.6. If the quality of the MRI scans, following proper examination and evaluation by the WACH radiologist is determined to be non-diagnostic due to CP's error and substandard performance; repeat imaging will be performed with no additional charge to the MTF. If the quality of scans suffers due to the CP's performance, Contractor shall correct the deficiency through additional training or replacement as the case may require.

5.1.7. The MRI technologist will respect a patient's right to refuse the examination. If the patient does not want the procedure performed, the patient's wish shall be respected and the incident logged in the scanner logbook and brought to the attention of the attending radiologist.

5.1.8. CPs shall assure that all female patients of child bearing age are questioned as to the possibility of pregnancy and all positive responses need to be protocolled by Radiologist.

5.1.9. Pregnant CPs will not be permitted in any area of the MRI unit in which the static magnetic field exceeds 5 Gauss.

5.1.10. MRI Technologist shall not administer anesthesia.

5.1.11. The CP will ensure that the MRI studies are sent electronically to the Government's Picture Archiving and Communication System (PACS). The CP will perform quality checks of the images before sending them to the PACS to ensure that all images and sequences are included. The technologist will ensure that the entire study is sent to the PACS.

5.1.12. The CP will train Military and GS personnel on the basics of operating the MRI. The Government has the right to routinely use the MRI unit between the hours of 0730 and 1630 on normal business days if contract technologist is not available due to temporary absence and the Contractor does not provide a fully trained replacement. This is to ensure that patients do not have to be rescheduled and to reduce wait times for patients to receive MRI's. A trained civilian employee or military technologist will be operating the MRI during these times.

5.1.13. Recommendations for referrals or consultations shall be directed to the patient's primary care manager. The Contractor shall not arrange patient referrals or consultations, but may if authorized by the WACH Radiologist, inform patients of the recommendations to the patient's primary care manager.

5.1.14. Patients with appointments shall be evaluated and treated within 30 minutes of their appointed time unless an emergency or higher priority medical need precludes meeting this time requirement. All patients scheduled shall be seen before the Mobile MRI unit closes for the day.

5.1.15. The CPS shall attend meetings and training unique to the Government. During the required meetings/training the MRI Unit shall be closed for service and a sign stating the return times placed on the door.

5.1.16. The Contractor shall submit reports to the COR as required or as requested by the Government.

5.1.17. The scheduled CP must remain in the unit throughout the entire day, except for scheduled lunch times. If the CP must be away during the day, the CP must notify the Radiology Department, and put a sign on the door stating the time/date of return. Except as stated herein, the MRI unit is not to be unmanned during normal operating hours; if a CP must leave early a qualified replacement must take over the services. For an ongoing episode of care, the Contractor's CP will continue working at the end of the shift until another MRI technologist has assumed responsibility for patient's care, or the care is completed. As noted in paragraph 5.1.12, a trained civilian employee or military technologist will be operating the MRI during this time.

5.1.18. The Contractor shall respond in writing to patient complaints pertaining to CP service or conduct. The COR will refer such formal complaints to the KO.

5.2. MRI Unit Management. Ensure proper preventive and corrective maintenance for the MRI scanning unit.

5.2.1. Preventative Maintenance (PM) and Periodic Calibrations (PC). The Contractor shall provide PM and PC as required to ensure adequate technical performance of the scanner. The Contractor shall keep the system in good operating condition, meeting all equipment and performance requirements published by the original equipment manufacturer and provide a copy of such to the COR and Medical Maintenance upon initiation of services. The Contractor's maintenance logs shall be maintained and made available for inspection at the Government's request. The Contractor also assumes responsibility for system conformance with the latest published edition of NFPA-99, OSHA, and CDRH. The Contractor will provide maintenance with current annual PM and PC reports that have been accomplished on the MRI unit within 60 days of completion. The PM report will include all items checked and status for each item replaced. The method utilized to complete the system check will be included with the PM report. All exceptions to the PM schedule must be arranged and approved in advance with the COR, and DC or NCOIC.

5.2.2. The CP shall set up the unit upon arrival, perform warm-up, calibration, and film test procedures as recommended by the MRI unit manufacturer.

5.2.3. All equipment malfunctions will immediately be brought to the attention of the COR, Radiology Department Chief or NCOIC. In the event of lost procedures, data will be re-printed and supplied to the radiologists, at no additional charge, if caused by the Contractor. In instances of equipment down-time which causes the rescheduling of patient procedures, the Contractor in collaboration with the Government representative shall be responsible for scheduling an alternate day of services, which may occur on any day of the week, at no additional cost to the Government. Services shall always be performed in compliance with the WACH's patient access standards. The Contractor shall provide the Government with a 30 day advance notice of any scheduled down-time required for equipment maintenance that affects the provision of scheduled services at the MTF. Down times shall not be billed against the contract.

5.2.4. The Contractor shall ensure that the system maintains a minimum uptime requirement. The entire mobile system, tractor, van, magnet, scanner, and CP shall have an up time guarantee of at least 95%. Up time shall be calculated as follows: Actual hours of service provided each month/scheduled hours of service each month = % of up time.

5.2.5. The Contractor shall be responsible for safeguarding all Contractor equipment/property during the performance of the contract.

5.2.6. The Contractor shall provide a monthly MRI Usage Report that contains the following information:

- Total number of MRI scans per day by type of MRI scan;
- Average scan time;
- Number of claustrophobic patients;
- Number of MRI scans with contrast;
- Number of sedated patients;
- Gadolinium usage rate;
- Number of patient cancellations;
- Number of Contractor cancellations.
- The Contractor shall furnish the usage report to the COR not later than the third business day following the end of each month.

5.2.7. By the 10th of each month for the first three months of performance, the Contractor shall provide an Implementation Status Report (ISR) for the previous calendar month. The report shall detail the following:

- Contractor accomplishments for the reporting period, including:
- Problems experienced during reporting period.
- Recommended resolutions to problems identified.
- A detailed Plan of Action and Milestones (POA&M) for overcoming/correcting identified problems.
- Anticipated/emerging problems.

6. APPLICABLE TECHNICAL ORDERS, SPECIFICATIONS, REGULATIONS, AND MANUALS.

6.1. Following is a list of basic publications applicable to this contract. Current issues of many DA publications can be accessed at <http://www.usapa.army.mil>. Current issues of many forms can be accessed at <http://www.usapa.army.mil>. Publications and forms not on the internet can be obtained from the MTF.

6.1.1. The Publications have been coded as mandatory or advisory. The Contractor is obligated to follow those coded as mandatory only to the extent that they apply to this contract. Supplements, amendments, or changes to these mandatory publications may be issued during the life of the contract. Advisory publications may be used for information and guidance but are not binding for compliance.

6.2. Publications.

6.2.1. Mandatory.

10 USC 1089 - Defense of Certain Suits Arising Out of Medical Malpractice 10 USC 1091 - Personal Services Contracts

PL 91596 - Occupational Safety and Health Act of 1970 PL 101647, Section 231 - Crime Control Act of 1990

PL 102190, Section 1094 - National Defense Authorization Act

PL 104191k - Health Insurance Portability and Accountability Act of 1996

DoD Directive 5200.28 - Security Requirements for Automated Information Systems (AISs) DoD

5200.2R - Personnel Security Program

DoD 6025.18R - Department of Defense Health Information Privacy Regulation DoD

8580.02R - DoD Health Information Security Regulation

DoDI 1402.5

OTSG/MEDCOM Policy Memo 16-033, Sexual Harassment/Assault Response and Prevention (SHARP), 29 Mar 2016

- Criminal History Background Checks on Individuals In Child Care Services Policy for Reporting Incidents of Sexual Assault and Sexual Harassment under the Sexual Assault Prevention and Response Program (SHARP)

Applicable MTF Standard Operating Procedures (SOPs) and Policies

AR 25-1 - Information Management. Army Information Technology

AR 25-2 - Information Assurance Training

AR 401 - Composition, Mission, and Functions of the Army Medical Department

AR 403 - Medical Services: Medical, Dental, and Veterinary Care

AR 404 - Army Medical Department Facilities/Activities

AR 405 - Preventive Medicine

AR-530-1 - Operations Security

AR 4048 - NonPhysician HCPs

AR 4066 - Medical Records Administration and Health Care Documentation

AR 4068 - Clinical Quality Management

AR 40501 - Standards of Medical Fitness

AR 40562 - Immunizations and Chemoprophylaxis

AR 34021 - The Army Privacy Program (05 Jul 85)

AR 3513 - Professional Education and Training Programs of the Army Medical Department

AR 38019 - Information Systems Security

AR 38067 - The Department of the Army Personnel Security Program

AR 38540 - Army Accident Investigations and Reporting

AR 60085 - Army Substance Abuse Program Civilian Services

MEDCOM Reg 7153 - Contractor/Contractor's Employees and MEDCOM Personnel Relationships

6.2.2. Advisory.

- Dictionary of United States Army Terms
- Army Command Policy (20 Sep 12)

MEDCOM Pam 2531 - Index of Command Administrative Publications (16 Sep 02)

6.3. The following is a listing of forms that may be required, and may customarily be used by a HCP performing services. A complete list of forms can be accessed at <http://www.apd.army.mil/AdminPubs/ProductMap.asp>.

6.3.1. Standard Forms.

SF 85P - Questionnaire for Public Trust Positions
SF 88 - Medical Record – Report of Medical Examination
SF 93 - Report of Medical History
SF 504 - Medical Record History
SF 505 - Medical Record – History – Parts 2 and 3
SF 506 - Medical Record – Physical Examination
SF 507 - Medical Record
SF 509 - Medical Record – Progress Report
SF 513 - Medical Record – Consultation Sheet
SF 515 - Medical Record Tissue Examination
SF 519B - Radiologic Consultation Request/Report (Radiology/Nuclear Medicine/Ultrasound/Computed Tomography Examinations)
SF 523 - Medical Record – Authorization for Autopsy
SF 523A - Disposition of Body
SF 541 - Medical Record – Gynecologic Cytology
SF 550 - Medical Record – Urinalysis
SF 551 - Medical Record – Serology
SF 557 - Medical Record – Miscellaneous
SF 558 - Medical Record – Emergency Care and Treatment
SF 600 - Medical Record – Chronological Record of Medical Care

6.3.2. Department of Army.

DA 3894 - Hospital Report of Death
DA 4106 - Incident Report
DA 4700 - Medical Record – Supplemental Medical Data
DA 5008 - Telephone Medical Advice/Consultation Record

6.3.3. Department of Defense.

DD 577 - Appointment/Termination Record – Authorized Signature
DD 689 - Sick Slip, Individual
DD 1289 - Prescription Form
DD 2161 - Medical Care, Referral for Civilian
DD 2795 - PreDeployment Health Assessment Questionnaire
DD 2796 - Post Deployment Health Assessment

6.3.4. Other Forms.

FD Form 258 - FBI US Department of Justice Fingerprint Card

7. ADDITIONAL INSTRUCTIONS.

7.1. Health and Immunization Requirements.

7.1.1. The Contractor shall ensure that each CP receives a general physical examination prior to commencement of services at the Contractor's cost unless the CP is otherwise eligible for care in the MTF. Ten calendar days before beginning services under this contract, the Contractor shall provide the COR a physical examination certificate for each CP. The certification shall state the date on which the physical examination was completed, the name of the physician who performed the examination, and shall indicate whether or not all tests listed below were passed. The physician performing the examination shall sign this certification. For the purposes of this paragraph, a physical examination administered more than 12 months prior to performance of the contract will not be considered adequate. The physical examination shall include the following:

- a. A history to show that the CP has completed a primary series of immunization with tetanus and diphtheria toxoids and that a booster dose is current (within the past 10 years).
 - b. A test for immunity to the hepatitis (Type B) virus with documentation of the results. A profile shall be established to show immune status to hepatitis. Non-immune Healthcare Workers (lacking anti-HB(c) or anti-HB(s)) shall be required to complete an immunization series with a Hepatitis-B vaccine (e.g., Recombivax, Engerix).
 - c. Serologic evidence of immunity to measles and rubella or documentation of immunization with measles, mumps, and rubella (MMR) vaccine using the following guidelines.
 - 1) Employees born before 1957 without documentation of previous vaccination with MMR should receive one dose.
 - 2) Employees born in or after 1957 who have received one dose of MMR previously shall receive one booster dose.
 - 3) Employees born in or after 1957 without documentation of any previous vaccination with MMR should receive two doses of vaccine, separated by no less than one month.
 - d. Serologic evidence of immunity to varicella or documented history of illness or immunization.
 - e. For personnel who do not have proof of having completed a primary series, completion with enhanced potency inactivated poliovirus vaccine (eIPV) is recommended. Reliable history of spending early childhood and attending elementary schools in the United States since may suffice as clinical history of polio immunization, but requires physician documentation in the record of the history and examination.
 - f. The CP shall be screened before employment and annually for tuberculosis by a tuberculin skin test using the Mantoux technique (The TINE test is disallowed as a substitute). A skin test result of 10 mm of induration or more shall require the CP to have a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of induration or more will require documentation providing an assessment of the patient (status of infection-active, inactive; need for preventive treatment or not as determined by age, history of BCG (Bacillus Calmette-Guerin) vaccination; duration of skin test positivity).
 - g. If all of the immunizations and tests set forth in the preceding paragraphs have not been completed, the Contractor shall provide a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the Contractor must provide an updated and complete certificate. Failure to complete the immunizations as scheduled may be grounds for the KO, upon the advice of the MTF commander or his clinical staff, to determine that the CP is not an acceptable individual to perform services under this contract.
 - h. The KO, with the explicit case-by-case approval of the MTF commander, is empowered to make exceptions to these requirements, for example, in the event of vaccine shortage or bona fide religious exceptions, but nothing herein shall be construed as an imperative or directive upon the KO to make such exceptions.
- 7.1.2. While performing direct healthcare services under this contract, if the CP experiences a parenteral (e.g., needle-stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or bloody body fluids, the CP Contractor shall ensure that the CP receives prompt treatment at the Contractor's cost. The medical treatment facility (MTF) will evaluate the source of exposure for risk of Hepatitis-B, Hepatitis-C, and Human Immunodeficiency virus (HIV) and will provide a report of the findings to the Contractor, which shall immediately a copy to the CP. It shall be the Contractor's responsibility to ensure the CP acquires appropriate treatment as needed to possibly include Tetanus-Diphtheria booster, Immune Globulin, Hepatitis-B vaccine booster, or Hepatitis- B Immune Globulin. The Contractor shall be responsible for ensuring that the CP acquires initial testing and if the source of exposure was unknown, positive, or considered at high risk for HIV infection, follow-up testing three, six, and 12 months after exposure. In the event of a confirmed or highly suspected parenteral exposure to HIV, the Contractor is responsible for ensuring that the CP obtains appropriate counseling and consults private infectious disease specialist for consideration of any post exposure prophylaxis (e.g., AZT). The Government may require the Contractor to provide evidence of the status of treatment.
- 7.1.3. The Contractor shall ensure that each CP receives the current influenza immunizations, at contractor expense, unless documented by a physician to be medically contraindicated.
- 7.1.4. Failure to meet the requirements stated herein, or when test results determine the CP has a contagious disease, the KO may, upon the advice of the MTF commander or his clinical staff, determine that the CP is not an acceptable individual to perform services under this contract.
- 7.1.5. Needle sticks or exposure to blood or body fluids: If an CP, while performing services at the MTF, experiences a contaminated needle stick, or has an open wound or mucous membranes exposed to blood products or

body fluids, the Contractor shall ensure that the CP reports the incident to the MTF's Occupational Health Clinic as soon as possible and completes the required forms.

7.2. Reserved.

7.3. ADP Security Requirements.

7.3.1. Since the CPs shall have access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered "ADP Sensitive" positions. Compliance with DoD Directive 5200.28, DoD 5200.2-R, AR 25-2, and AR 380-67 is mandatory for ADP Sensitive positions. Therefore, a National Agency Check with Inquiries (NACI) is required for each CP. The Contractor shall ensure that each CP fully adheres with the provisions of referenced publications by making an appointment (through the COR) with the appropriate security organization at the installation. The CP will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. The Contractor is advised that a positive report for its CP is needed as a condition of employment under this contract. The Contractor shall ensure that its CP applies for the NACI within three workdays after start of performance.

7.3.2. Contractor employees may be required to sign a Computer User Agreement Acceptable Use Policy and complete End User Awareness Training prior to being given access to a Government computer or the local network. Despite anything to the contrary in the Computer User Agreement Acceptable Use Policy, Government computers and other resources shall only be used for official Government business related to the performance of this contract.

7.4. Criminal History Background Check Requirement.

7.4.1. A Criminal History Background Check is MANDATORY for those personnel involved in the delivery of healthcare to children under the age of 18 on a frequent and regular basis, and may be required for other healthcare providers in accordance with MTF policies. Such policies currently require a CHBC for anyone accessing Government information systems and networks.

7.4.2. The Government will conduct a criminal background check on the CP in accordance with the procedures set forth in PL 101-647, Section 231; PL 102-190, Section 1094; DoD Directive 5200.28, Enclosure 6, paragraph E.6.4.1.2; DoD Directive 5200.2-R; and DoDI 1402.5. The Contractor is responsible for ensuring background check submittals are initiated in accordance with the MTF procedures prior to providing services at the MTF, and that each of its CPs is properly cleared and meets the requirements of the law. Background checks shall be based on fingerprints of individuals obtained by a law enforcement officer or MTF authorized security officer on a properly completed FD Form 258 (FBI US Department of Justice Fingerprint Card) together with SF 85P (Questionnaire for Public Trust Positions), and on inquiries conducted through the Federal Bureau of Investigation (FBI) and State Criminal History Repository check, and a local Installation Record Check if required. The procedures for completing the required background check are outlined in the Department of Defense Instruction (I) 1402.5, dated January 19, 1993; Subject: Criminal History Background Checks on Individuals In Child Care Services; Enclosure 6, paragraph E6.4, Government Contract Employees. DoDI 1402.5 is available on the Internet at: <http://www.dtic.mil/whs/directives/>

7.4.3. If the CP has a DoD affiliation such as living or working on an installation within the last five years, or is a family member of active duty military, an Installation Record Check (IRC) shall be conducted by DoD Component personnel at the installation level. No IRC is required on individuals without DoD affiliation. Upon favorable completion of the IRC, an individual may be selected to provide services to a minor child under line-of-sight supervision (LOSS) until the required background checks are completed. Line-of-sight supervision is defined at DoDI 1402.5, Enclosure 5.

7.4.4. Personnel may be employed under the contract pending completion of the background checks provided the activity uses line-of-sight supervision while minor children are in the care of that individual. The CP shall be within line-of-sight supervision of a staff person whose background check has been successfully completed, or is in the presence of the child's parent or guardian.

7.4.5. All clearance requests shall be submitted in accordance with the applicable directives specific to the MTF. The name and address of the MTF security section representative or the COR shall be included in the request as the recipient of the results in accordance with MTF procedures. If neither position exists, the KO shall be designated to receive a copy of the results.

7.4.6. The CP has the right to obtain a copy of the background check report. The Contractor may obtain a copy of the background check report from the CP or from the Government with the written consent of the CP. The CP should contact the COR for a copy of the results. The CP, but not the Contractor, may challenge the accuracy and completeness of the information in the report by contacting the individual identified in the previous paragraph.

7.4.7. If a CP has previously received a background check, proof of the check shall be provided or a new one obtained. A new investigation is required if a break in service to the Department of Defense results in a time lapse of more than two years. Re-verification shall be accomplished every five years.

8. BUSINESS ASSOCIATE AGREEMENT. This Business Associate Agreement (BAA) incorporates HIPAA/HITECH Act requirements under the HHS Final Omnibus Rule (78 FR 5566, published 25 Jan 2013), effective 7 Jul 2014.

INTRODUCTION.

In accordance with 45 CFR 164.502(e)(2) and 164.504(e) and paragraph C.3.4.1.3 of DoD 6025.18-R, “DoD Health Information Privacy Regulation,” January 24, 2003 this document serves as a business associate agreement (BAA) between the signatory parties for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and the “HITECH Act” amendments thereof, as implemented by the HIPAA Rules and DoD HIPAA Issuances (both defined below). The parties are a DoD Military Health System (MHS) component, acting as a HIPAA covered entity, and a DoD Contractor, acting as a HIPAA business associate. The HIPAA Rules require BAAs between covered entities and business associates. Implementing this BAA requirement, the applicable DoD HIPAA Issuance (DoD 6025.18-R, paragraph C.3.4.1.3) provides that requirements applicable to business associates must be incorporated (or incorporated by reference) into the contract or agreement between the parties.

Catchall Definition. Except as provided otherwise in this BAA, the following terms used in this BAA shall have the same meaning as those terms in the DoD HIPAA Rules: 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, and Use.

Breach means actual or possible loss of control, unauthorized disclosure of or unauthorized access to PHI or other PII (which may include, but is not limited to PHI), where persons other than authorized users gain access or potential access to such information for any purpose other than authorized purposes, where one or more individuals will be adversely affected. The foregoing definition is based on the definition of breach in DoD Privacy Act Issuances as defined herein.

Business Associate shall generally have the same meaning as the term “business associate” in the DoD HIPAA Issuances, and in reference to this BAA, shall mean (*Insert Contractor’s name at time of award*)

Agreement means this BAA together with the documents and/or other arrangements under which the Business Associate signatory performs services involving access to PHI on behalf of the MHS component signatory to this BAA.

Covered Entity shall generally have the same meaning as the term “covered entity” in the DoD HIPAA Issuances, and in reference to this BAA, shall mean Weed Army Community Hospital (WACH) CIO/IAM at (760) 380-7355

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

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 (2003), DoDI 6025.18 (2009), and DoD 8580.02-R (2007

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (2007) and DoD 5400.11-R (2007

HHS Breach means a breach that satisfies the HIPAA Breach Rule definition of breach in 45 CFR 164.402.

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 CFR Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-D (Enforcement), as amended by the 2013 modifications to those Rules, implementing the “HITECH Act” provisions of Pub. L. 111-5. See 78 FR 5566-5702 (Jan. 25, 2013) (with corrections at 78 FR 32464 (June 7, 2013)). Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this BAA and are not included in the term HIPAA Rules.

Service-Level Privacy Office means one or more offices within the military services (Army, Navy, or Air Force) with oversight authority over Privacy Act and HIPAA privacy compliance.

I. Obligations and Activities of Business Associate.

(a) The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law.

(b) The Business Associate shall use appropriate safeguards, and comply with the DoD HIPAA Rules with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) The Business Associate shall report to Covered Entity any Breach of which it becomes aware, and shall proceed with breach response steps as required by Part V of this BAA. With respect to electronic PHI, the Business Associate shall also respond to any security incident of which it becomes aware in accordance with any Information Assurance provisions of the Agreement. If at any point the Business Associate becomes aware that a security incident involves a Breach, the Business Associate shall immediately initiate breach response as required by part V of this BAA.

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

(e) The Business Associate shall make available PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual, as necessary to satisfy the Covered Entity obligations under 45 CFR 164.524.

(f) The Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) The Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or an individual as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, the Business Associate shall comply with the requirements of HIPAA Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

(i) The Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

II. Permitted Uses and Disclosures by Business Associate.

(a) The Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement 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 Agreement or directed by the Covered Entity.

(b) The Business Associate 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.

(c) The Business Associate 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 Business

(d) Associate's own management and administration and legal responsibilities or for data aggregation services as set forth in the following three paragraphs.

(e) Except as otherwise limited in the Agreement, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.

(e) Except as otherwise limited in the Agreement, the Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Except as otherwise limited in the Agreement, the Business Associate may use PHI to provide Data Aggregation services relating to the Covered Entity's health care operations.

III. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

(a) The Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520 and the corresponding provision of the DoD HIPAA Issuances.

(b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes affect the Business Associate's use or disclosure of PHI.

(c) The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

IV. Permissible Requests by Covered Entity.

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

V. Breach Response.

(a) In General.

In the event of a breach of PII/PHI held by the Business Associate, the Business Associate shall follow the breach response requirements set forth in this Part V, which is designed to satisfy both the Privacy Act and HIPAA as applicable. If a breach involves PII without PHI, then the Business Associate shall comply with DoD Privacy Act Issuance breach response requirements only; if a breach involves PHI (a subset of PII), then the Business Associate shall comply with both Privacy Act and HIPAA breach response requirements. A breach involving PHI may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the Business Associate has no HIPAA breach response obligations. In such cases, the Business Associate must still comply with breach response requirements under the DoD Privacy Act Issuances.

If the DHA Privacy Office determines that a breach is an HHS Breach, then the Business Associate shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the DHA Privacy Office, regardless of whether the breach occurs at DHA or at one of the Service components. If the DHA Privacy Office determines that the breach does not constitute an HHS Breach, then the Business Associate shall comply with DoD Privacy Act Issuances, as directed by the applicable Service-Level Privacy Office. The Business Associate shall contact the Covered Entity for guidance when the incident is not an HHS Breach. The following provisions of Part V set forth the Business Associate's Privacy Act and HIPAA breach response requirements for all breaches, including but not limited to HHS breaches.

This Part V is designed to satisfy the DoD Privacy Act Issuances and the HIPAA Breach Rule as implemented by the DoD HIPAA Issuances. In general, for breach response, the Business Associate shall report the breach to the Covered Entity, assess the breach incident, notify affected individuals, and take mitigation actions as applicable.

Because DoD defines “breach” to include possible (suspected) as well as actual (confirmed) breaches, the Business Associate shall implement these breach response requirements immediately upon the Business Associate’s discovery of a possible breach.

(b) Government Reporting Provisions.

The Business Associate shall report the breach within one hour of discovery to the Covered Entity and to the US Computer Emergency Readiness Team (US CERT) -the other parties as deemed appropriate by the Covered Entity. The Business Associate is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer or other agent of the Business Associate.

The Business Associate shall submit the US-CERT report using the online form at <https://forms.us-cert.gov/report/>. Before submission to US-CERT, the Business Associate shall save a copy of the on-line report. After submission, the Business Associate shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the one hour deadline for submission, the Business Associate shall submit the US-CERT report by the deadline. The Business Associate shall e-mail updated information as it is obtained, following the instructions at <http://www.us-cert.gov/pgp/email.html>. The Business Associate shall provide a copy of the initial or updated US-CERT report to the Covered Entity and the applicable Service-Level Privacy Office, if requested by either. Business Associate questions about US-CERT reporting shall be directed to the Covered Entity or Service-Level Privacy Office, not the US-CERT office.

The additional US Army and the US Army Medical Command (MEDCOM) reporting requirements are addressed in the PII Breach Reporting and Notification Policy. The latest version of this policy can be obtained from the Covered Entity or the MEDCOM Privacy Act/Freedom of Information Act (FOIA) Office at: usarmy.jbsa.medcom.list.medcom-foia-users@mail.mil.

If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The Business Associate shall inform the Covered Entity as soon as possible if it believes that “single event” breach response is appropriate; the Covered Entity will determine how the Business Associate shall proceed and, if appropriate, consolidate separately reported breaches for purposes of Business Associate report updates, beneficiary notification, and mitigation.

When a Breach Report initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Business Associate shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the Business Associate shall report include, but are not limited to: confirmation on the exact data elements involved, the root cause of the incident, and any mitigation actions to include, sanctions, training, incident containment, follow-up, etc. The Business Associate shall submit these report updates promptly after the new information becomes available. Prompt reporting of updates is required to allow the Covered Entity to make timely final determinations on any subsequent notifications or reports. The Business Associate shall provide updates to the same parties as required for the initial Breach Report. The Business Associate is responsible for reporting all information needed by the Covered Entity to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act Issuances.

In the event the Business Associate is uncertain on how to apply the above requirements, the Business Associate shall consult with the Covered Entity (or the Service-Level Privacy Office, which will consult with the DHA Privacy Office as appropriate) when determinations on applying the above requirements are needed.

(c) Individual Notification Provisions.

If the DHA Privacy Office determines that individual notification is required, the Business Associate shall provide written notification to individuals 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 individuals are ascertained. The 10 day period begins when the Business Associate is able to determine the identities (including addresses) of the individuals whose records were impacted.

The Business Associate's proposed notification to be issued to the affected individuals shall be submitted to the parties to which reports are submitted under paragraph V(a) for their review, and for approval by the DHA Privacy Office. Upon request, the Business Associate shall provide the DHA Privacy Office with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the Business Associate shall provide the text of the letter for each group. (PII shall not be included with the text of the letter(s) provided.) Copies of further correspondence with affected individuals need not be provided unless requested by the Privacy Office. The Business Associate's notification to the individuals, at a minimum, shall include the following:

- The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth (DoBs) are involved, it is critical to advise the individual that these data elements potentially have been breached.

- The individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.

- The individual(s) must be informed of what protective actions the Business Associate is taking or the individual can take to mitigate against potential future harm. The notice must refer the individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline, toll-free: 1-877-ID-THEFT (438-4338); TTY: 1-866-653-4261.

- The individual(s) must also be informed of any mitigation support services (e.g., one year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the Business Associate may offer affected individuals, the process to follow to obtain those services and the period of time the services will be made available, and contact information (including a phone number, either direct or toll- free, e-mail address and postal address) for obtaining more information.

Business Associates 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 Business Associate and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

If the Business Associate determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 10 day period after discovering the breach, the Business Associate shall so indicate in the initial or updated Breach Report. Within the 10 day period, the Business Associate shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 10 days after their identities and addresses are ascertained. The Business Associate shall consult with the DHA Privacy Office, which will determine which media notice is most likely to reach the population not otherwise identified or reached. The Business Associate shall issue a generalized media notice(s) to that population in accordance with Privacy Office approval.

The Business Associate shall, at no cost to the Government, bear any costs associated with a breach of PII/PHI that the Business Associate has caused or is otherwise responsible for addressing.

Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII/PHI. In the event of a security incident not involving a PII/PHI breach, the Business Associate shall follow applicable DoD Information Assurance requirements under its Agreement. If at any point the Business Associate finds that a cyber security incident involves a PII/PHI breach (suspected or confirmed), the Business Associate shall immediately initiate the breach response procedures set forth here. The Business Associate shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

Termination.

Termination. Noncompliance by the Business Associate (or any of its staff, agents, or subcontractors) with any requirement in this BAA may subject the Business Associate to termination under any applicable default or other termination provision of the Agreement.

Effect of Termination.

If the Agreement has records management requirements, the Business Associate shall handle such records in accordance with the records management requirements. If the Agreement does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below. If the Agreement has provisions for transfer of records and PII/PHI to a successor Business Associate, or if DHA gives directions for such transfer, the Business Associate shall handle such records and information in accordance with such Agreement provisions or DHA direction.

If the Agreement does not have records management requirements, except as provided in the following paragraph (3), upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

If the Agreement does not have records management provisions and the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Covered Entity and the Business Associate that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

Miscellaneous.

Survival. The obligations of Business Associate under the "Effect of Termination" provision of this BAA shall survive the termination of the Agreement.

Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the Covered Entity and the Business Associate to comply with the HIPAA Rules and the DoD HIPAA Rules.

9. CONTRACT MANPOWER REPORTING The Enterprise Contractor Manpower Reporting Application (ECMRA) at <https://www.ecmra.mil> is designed to collect information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts providing services to the DoD from contractors and DoD activities requiring contracted services from supporting contracting offices. The data reported utilizes an application called ECMRA to capture the required information.

9.1. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall notify the COR by the 5th working day of November whether or not they have completed this report. If the COR is unavailable, the Contractor will notify the KO.

9.2. Service Code. Q522 (Other Medical Services); Unit Identification Code for the Army Requiring Activity. W4FFAA (Weed Army Community Hospital)

NOTICE OF CONFERENCE. The Contractor, or authorized representative, may be required to attend a conference prior to commencement of any work performed under this contract. A representative of the Contracting Office will notify the Contractor after entering into the contract as to the specific time and location of the conference. Such conferences will normally occur telephonically. However, the Government reserves the right to require the personal presence of the Contractor.