



Defense Health Agency

Department of War*

Defense Health Agency

Performance Work Statement

Medical Q-Coded Support & Services – Next Generation (MQS2-NG)

Assistant Director of Support (AD-S)

Program Management Office-Enterprise Medical Services (PMO-EMS)

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* 10 U.S.C. § 111(a) designates the “Department of Defense” as an executive agency. Executive Order 14347 authorizes a "secondary" name of “Department of War.” For purposes of the Ordering Guide, the two terms are interchangeable. The Government contracting agency, Defense Health Agency Contracting Office (EMS-CD), is unchanged.

1 Introduction

1.1. Background: The Defense Health Agency (DHA) is a joint, integrated Combat Support Agency that enables the Army, Navy, and Air Force medical services to provide a medically ready force and ready medical force to Combatant Commands in both peacetime and wartime. The DHA uses the principles of Ready Reliable Care to advance high reliability practices across the Military Health System by improving our system operations, driving innovative solutions, and cultivating a culture of safety.

1.2. Objective: The Medical Q-Coded Support and Services – Next Generation (MQS2-NG) program is an enterprise strategic sourcing program designed to implement a performance-based, strategic sourcing acquisition strategy with respect to entering into contracts for the services of health care professional staff.

1.3. Scope: The required services include credentialed (privileged and non-privileged) and non-credentialed contract workers in various labor categories (see Technical Exhibit 4) in support of mission requirements within hospitals, clinics, and dental facilities, and health activities including, but not limited to, satellite locations and patient centered medical homes. Department of Defense performance locations include but are not limited to those identified in Technical Exhibit 3. Other U.S. Federal Government Agencies, Independent U.S. Federal Government Agencies, and U.S. Federal Government Corporations are identified in the directory of Agencies listed under www.usa.gov.

1.3.1. The MQS2-NG scope does not include the following services: Credentialing; Advisory and Assistance (A&AS); Information Technology (IT); Hospital Environmental Cleaning (HEC); Nonprofessional Medical Services (NPMS), which are coded as R services in the Product and Services Code (PSC) manual; or TRICARE Health Plan (THP).

1.4. Description of Services: The Contractor shall recruit, qualify, manage, maintain, and provide qualified medical contract staff in direct patient care, associated support services or health activities, as well as conduct analytical support to geographical networks and/or individual places of performance (i.e., medical or dental facilities), within the 50 United States, District of Columbia, Puerto Rico, Guam and United States territories and possessions. When necessary, the Contractor shall provide all required tools and materials, in accordance with (IAW) the terms and conditions of this contract and/or any resulting order.

1.4.1. The Contractor shall provide qualified personnel, facilities, and services to meet the requirements in this contract. Contractor requirements include personal and non-personal services. The services include credentialed (privileged and non-privileged) and non-credentialed contract personnel in various labor categories. The Contractor shall not perform inherently governmental functions.

1.4.2. The required services may be centralized to support a collection of

requirements via a network based or enterprise-based buying approach or decentralized in support of an individual place of performance (medical facility).

1.4.3. The required services may include Type I configuration services or Type II configuration services (see definitions).

1.4.4. The required services may include in-person and virtual services (also referred to as telehealth).

1.4.5. The services provided under this contract are grouped in five labor segments procured under Product Service Codes (PSC) as listed below and in the most current version of the Product Service Codes manual found at <https://www.acquisition.gov/psc-manual/>:

1.4.5.1. Physician Services: Services provided by primary and specialty care physicians who deliver routine, preventive, and specialty care services to patients.

1.4.5.2. Dental Services: Services provided by contract workers who deliver dental care including, but not limited to, general dentists and dental specialists, dental hygienists, dental assistants, and dental lab technicians.

1.4.5.3. Ancillary Services: Services provided by contract workers who deliver patient treatment or assist in the provision of patient treatment including, but not limited to, audiologists, clinical laboratory personnel, dietitians, occupational therapists, pharmacists, physical therapists, podiatrists, radiology support, respiratory therapists, speech pathologists, and clinical support staff such as medical assistants.

1.4.5.4. Nursing Services: Services provided by contract workers including, but not limited to, registered and/or licensed nursing personnel including all types of registered and advanced practice nurses as well as practical and vocational nurses. Technicians and assistants working in nursing services are considered in the Ancillary Services labor segment.

1.4.5.5. Medical Support Services: Services provided by contract workers include, but not limited to, certified, specialized/technical, and administrative/clerical labor categories as listed in the most current version of the Product Service Codes manual found at <https://www.acquisition.gov/psc-manual/>

1.5. Place of Performance: The Contractor shall perform all work under this contract at the Task Order specified locations.

1.6. Standards: The Contractor shall comply with all applicable federal, state, and local laws, DoD (or other federal agency as applicable), agency-specific, installation and MTF policies, procedures, and instructions as applicable at the place of performance.

1.7. Period of Performance (PoP): The PoP shall be specified in the Task Order.

1.8. Hours of Operation. The Contractor shall provide required services in accordance with the hours of operation identified at the time of order placement.

1.9. Recognized Holidays: The Contractor may be required to work on recognized federal holidays. Observed holidays will be identified at the time of order placement. Recognized federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

1.10. Planned Closures. The Government will identify planned closures at the time of order placement. The Contractor shall account for these planned closures in their fully burdened hourly rates; planned closures are not billable to the Government.

1.11. Unplanned Closures: The Government will determine whether the closure of the facility is an unplanned closure. During an unplanned closure, (i.e.: No electricity, Hurricane, Blizzard) the Contractor may be authorized payment for some scheduled contract worker hours, when the closure of the Government's facility impacts the contract worker's ability to perform services at the Government's facility for up to 14 pre-scheduled workdays. The Government will determine if payment is authorized on a case-by-case basis.

1.12. Contracting Officer's Representative (COR): The Government will identify a COR for the contract and Alternate CORs (ACORs) for each facility.

1.13. Personal and Non-Personal Services: This contract requires the Contractor to provide both non-personal services and personal services. Personal services can only be procured for health care responsibilities.

1.14. Personal services HCP licensure: Personal services HCPs requiring licensure shall have and maintain a current, valid, unrestricted license specific to the position (with no limitations, stipulations or pending adverse actions) in any U.S. jurisdiction as outlined in the applicable DoD/DHA regulation or instruction. All provider licenses must be unencumbered and remain in effect at all times during contract employment. Additional licenses held by a contract worker must be in good standing whether they are inactive, expired, or limit the contract worker's practice to a military setting.

1.15. Non-personal services personnel licensure: The Contractor shall ensure that personnel working under the contract on a non-personal services basis who are in positions requiring licensure (e.g., RNs and LPNs) maintain current, valid, unrestricted licenses specific to their position (with no limitations, stipulations, or pending adverse actions) that abide by the State requirements of the location of performance.

1.15.1. Non-personal services personnel insurance requirements: The Contractor shall indemnify the Government for any liability producing act or omission by a non-personal services contractor (or subcontractor) personnel occurring during contract performance. The Contractor shall maintain, as appropriate, medical liability insurance which is not less than the amount stated in the task order or normally prevailing within the local community for the position(s) concerned, whichever is greater. The Contractor shall ensure that its subcontracts for non-personal services personnel contain these requirements.

1.16. Quality Assurance: The Government will evaluate the Contractor's performance under this contract utilizing a Quality Assurance Surveillance Plan (QASP). The QASP provides the Government with a systematic method of evaluating performance to include how the performance standards in Technical Exhibit 1, Performance Requirement Summary will be applied, the frequency of surveillance, surveillance method, and the acceptable quality levels (AQLs) for each of the performance objectives. Further, the QASP provides the COR with a proactive tool for addressing and averting unacceptable or deficient contractor performance and obtaining verifiable input for the required past performance documentation.

1.16.1. The Government may establish a supplemental QASP focused on monitoring contract performance on an order under the contract.

1.17. Work Schedule: The contract worker schedule will be identified at the time of order placement. Many performance locations are 24/7 facilities. Work schedules may include days, evening, nights, weekends, training holidays, and Federal holidays. Shifts may include an uncompensated mandatory meal break which is not billable to the Government.

1.17.1. Contract work schedules may include duty hours, on-call hours, and/or overage hours. Contract work schedules may require shift work and roster submission requirements.

1.17.2. Individual task orders that include overage or on-call hours will specify the terms and rates for such hours.

1.17.3. Off-Site Performance Scheduling. When the Contractor is authorized to perform services under this contract off-site, including remotely, the Contractor shall follow their work schedules as outlined in their staffing model at the time of order

placement. Where Government regulations, instructions or policies require minimum staffing requirements or qualifications, the Government will provide those requirement details at the time of order placement.

1.18. Competency-Based Interviews. Competency-based interviews may be utilized under this contract for healthcare positions for purposes of clinical competency. The Government will identify the usage of competency-based interviews at the time of order placement.

1.19. Essential Contractor Services. Services under this contract may include essential Contractor services and/or mission- essential functions. The Government will identify essential Contractor services and/or mission essential functions at the time of order placement, if applicable. Services under this contract may include Contractor services that are excepted from Government shutdowns. The Government will identify such excepted Contractor services at the time of order placement, if applicable.

1.20. Peer Review. The Government may require contract workers to participate in peer review(s) and other staff requirements such as process improvement initiatives at the place of performance.

1.21. Telework Arrangements. Contract workers may be authorized to perform services under this contract via a telework arrangement. The Government will determine if the services needed can be performed under a telework arrangement and identify the terms and conditions for the telework arrangement at the time of order placement.

1.22. Relocation Costs. The Government will provide any terms and conditions for the reimbursement of relocation costs at the time of order placement, if applicable.

1.23. Emergency Healthcare. The Government may provide emergency health care for injuries or life-threatening medical emergencies to contract workers occurring while on duty. The Contractor shall reimburse the Government for the emergency medical care unless the worker is both a beneficiary who is entitled to Government healthcare services and the emergency health care for injuries or life-threatening medical emergencies is not covered by the required workers' compensation insurance or other health insurance.

1.24. Workplace Hazard Notifications. The Government will identify work hazards at time of order placement. The Contractor shall notify the Government if a work hazard at the place of performance may prevent or interfere with contract workers from providing services. The Government may authorize an alternate work environment, when available and deemed necessary.

1.25. Medical Tests. The Government will perform the following medical tests: post blood borne exposure protocols after exposure, occupational exposure programs such as the Thermoluminescent Dosimetry (TLD) monitoring program, or N-95 mask fitting as required per policy. Additional tests may be provided at the

Government's discretion.

1.26. Contractor Personnel Status. The Government will not determine whether a contract worker provided under this contract would be classified by the Contractor as an "independent Contractor" or an "employee" for federal tax purposes. This determination is made solely by the Contractor. If the Contractor's determination is challenged by an external agency, this shall be a matter to be resolved between the Contractor, the Internal Revenue Service (IRS), and the contract worker.

1.27. Contract Worker Removal. The Government may direct the immediate removal of any contract worker who demonstrates a health, safety, Health Insurance Portability and Accountability Act (HIPAA) violation, or mission risk. In the absence of urgent circumstances, the Government will contact the Contractor before directing removal. In the event the Government directs the removal of a contract worker, the Government may direct the submission of a corrective action plan and issue a stop work order while the Contractor's response, Contractor's implementation of the plan, and/or any Government investigation is pending.

1.28. Service Contract Labor Standards Wage Determinations. Wage determination(s) will be provided at the time of order placement, if applicable.

1.29. On-Ramp Procedures. The Government may elect to reopen the competition pool at any time during the life of the contract. The Government reserves the unilateral right to determine when to employ on-ramp procedures. The Government may unilaterally modify the on-ramp procedures when in the best interest of the Government. The Government's proposed on-ramp procedures are outlined in Technical Exhibit 8.

1.30. Off-Ramp Procedures. The Government may unilaterally remove an MQS2-NG Contractor from the contract at any time during the life of the contract (see Technical Exhibit 8).

1.31. Confidentiality of Information. All financial, statistical, personnel, and technical data furnished, produced, or otherwise available to the Contractor during the performance of this contract are considered Government data and shall not be used for purposes other than performance of work under this contract. The Contractor shall establish appropriate administrative, technical, and physical safeguards to ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, IAW Federal Regulation (FAR) Part 24 and PWS paragraph 5.23.4. The Contractor or contract worker shall not use patient care rendered pursuant to this contract as part of a study, research project, or publication. Contractor companies are not privy to patient information based on contract worker patient care interactions. The Contractor shall also comply with federal laws relating to freedom of information and records management.

1.31.1. Patient lists, no matter how developed, shall be treated as confidential information in accordance with the Privacy Act and the Health Insurance

Portability and Accountability Act (HIPAA). Lists and/or names of patients shall not be disclosed to or revealed in any way for any use outside the MTF, except through MTF-specified processes.

1.32. Rights in Technical Data, Information, and Computer Software: In addition to the Government's rights to information, technical data, and/or computer software provided for elsewhere in the terms of this contract, the Government has the rights to use and distribute for any Government purpose any and all information, technical data, and/or computer software produced in the performance of this contract, including the source codes of any software required to prepare or read any reports or other information, or technical data prepared within the scope of this contract. All such information, technical data, and/or computer software shall be delivered to the Government. Such information, technical data, and/or computer software may not be published, distributed, sold, or otherwise used by the Contractor without prior written permission from the MQS2-NG Contracting Officer. This right does not abrogate any other Government rights.

1.33. Contractor Administrative Requirements

1.33.1. Contractor Key Personnel. The following are considered key Contractor personnel. Failure of Contractor Key Personnel to perform their duties effectively and efficiently will be construed as conduct detrimental to contract performance and may result in the activation of a Dormant Status and/or the initiation of off-ramping procedures (see Technical Exhibit 7). The Contractor shall identify the following key personnel at the contract level:

1.33.1.1. Contractor Representative: The Contractor shall designate a primary and alternate representative who will be the Contractor's Point of Contact (POC) at the contract level. The POC shall be an individual who is knowledgeable of the terms and conditions of the contract and authorized to make decisions regarding the contract. The Contractor shall submit the representative's contact information, to include email address and phone number, in writing, to the MQS2-NG Contracting Office in accordance with Technical Exhibit 2. The Contractor shall notify the MQS2-NG Contracting Office, in writing, of changes in the status (i.e., termination or replacement) of designated contract-level Contractor representative within 3 business days of the change.

1.33.1.2. Facility Security Officer (FSO)/Security POC: The Contractor shall identify a FSO or Security POC who is responsible for managing the contract worker security investigate package submission and coordination requirements with the Personnel Security Offices. The Contractor shall submit the FSO/Security POC information, to include email address and phone number, in writing, to the MQS2-NG Contracting Office in accordance with Technical Exhibit 2. The Contractor shall notify the MQS2-NG Contracting Office, in writing, of changes in the status (i.e., termination or replacement) of the FSO/Security POC representative

within 3 business days of the change.

1.33.1.3. If required, the Government will identify any additional key personnel requirements at the time of order placement.

1.33.2. Quality Control Plan. The Contractor shall have a planned and systematic Quality Control Plan (QCP) for the contract and each order that ensures services are performed in accordance with the terms and conditions of the contract and order.

1.33.2.1. Contract QCP: The Contractor shall submit a complete QCP to the MQS2-NG Contracting Office no later than 30 days after award. The QCP shall demonstrate how the Contractor intends to ensure quality performance during the contract ordering period. The Contractor shall update/revise the QCP, as necessary, and submit the updated/revised QCP to the MQS2-NG Contracting Office not later than 7 calendar days after the change for review/comments prior to implementation. At a minimum, the Contractor's QCP shall include the following:

1. Written code of business ethics, which includes the process to identify and handle ethical issues related to the business practice.
2. Written emergency management plan, which includes an analysis of potential emergencies that could affect service performance, notification processes, backup communication systems, and a periodic test of the plan.
3. Written policy to address privacy, confidentiality, and security of information.
4. Procedures to ensure that services are performed IAW this PWS throughout the life of the contract.

1.33.2.2. Task Order Quality Control Plan (QCP): The Contractor may be required to submit a supplemental QCP to the Government at the time of order placement.

1.34. English Requirement. The Contractor shall ensure that all contract workers providing services under this contract are able to read, write, and speak English to effectively communicate with place of performance facility staff, patients, and co-workers while performing duties defined in the TO.

1.35. Conflict of Interest in Employment Practices. The Contractor shall perform conflicts checks and not employ any person if the Contractor is aware that employment of that person would create a conflict of interest. When personnel with the Department of Defense seek employment with the contractor those personnel must obtain written guidance from a designated Government ethics official that assesses whether there are any conflict concerns and provide that written opinion to the Contractor. The Contractor will provide the opinion to the

Government upon request.

1.36. Use of Non-Compete Clauses. The Contractor shall not limit the employment opportunity of their contract personnel by another MQS2-NG Contractor beyond the active period of performance identified in the TO, including exercised options. The Contractor shall not limit in a non-compete clause, or otherwise, contract personnel employment opportunity with the Government.

1.37. Billing of Beneficiaries. The Contractor or contract worker shall not request nor accept compensation of any kind for beneficiaries treated, procedures performed, or any other actions provided for beneficiaries outside the terms and conditions of this contract. While on duty, contract workers shall not advise, recommend, nor suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the contract worker when not on duty, or from a partner or group associated in practice with the Contractor or contract worker.

1.38. Use of Government Property. The Contractor shall ensure contract workers do not use Government facilities, supplies, or equipment for private use or for any purpose other than providing services required under this contract and associated orders.

1.39. Associate Contractor Agreements. The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement as specified at the time of order placement. The ACAs shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to MQS2-NG program, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractor information must identify Contractor name, address, and Task Order.

1.39.1. Associate Contractor Agreements shall include the following general information:

1. Identify the Associate Contractors and their relationships.
2. Identify the program involved and the relevant Government contracts of the associate Contractors.
3. Identify the program involved and the relevant Government contracts of the associate Contractors.
4. Describe the Associate Contractor interfaces by general subject matter.
5. Specify the categories of information to be exchanged or support to be provided.
6. Include the expiration date (or event) of the ACA.
7. Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

8. The cooperating Contractors shall provide a copy of such agreement to the Government for review before execution of the document.
9. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
10. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
11. All costs associated with the agreements are included in the negotiated cost of this contract.
12. Agreements shall be amended as required by the Government during the performance of this contract.

1.40. Organizational Conflict of Interest. When a Contractor is involved in writing a statement of work, developing a government cost estimate, or writing a source selection plan for an order, the Contractor is not eligible to compete as, or perform work as, a Prime Contractor, Subcontractor or teaming partner on any part of that order. Additionally, if a Contractor is already performing on an order, or another contract, through which the Contractor would be able to evaluate its offer for, or performance of, a future order, that Contractor is not eligible to compete as, or perform work as, a Prime Contractor, Subcontractor or teaming partner on that future order. The Government reserves the right to waive this barrier on a case-by-case basis if no other qualified Contractor is eligible, capable, or chooses to submit an offer on the future order.

1.41. Media and Other Inquires. The contractor shall not respond to any media inquiries pertaining to this contract or any task order solicited under the contract. Any inquiries from the media shall be immediately relayed to the COR or TOCO. There shall be no interviews, comments, or any other response without the knowledge and approval of the COR or TOCO.

1.41.1. All inquiries, comments or complaints arising from any matter observed, experienced, or learned because of, as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, shall be directed to the COR and the TOCO.

1.42. Post Award Conference/Periodic Program Meetings. The Contractor shall attend the post award conference. The post award is tentatively scheduled within 30 calendar days following contract award. Attendance of the post-award conference will require participation for one (1) eight (8)-hour period, between the hours of 8 a.m. and 5 p.m. The Government will not pay any costs incurred above the CLIN amount identified in the base award. The Government may require Contractor participation in additional meetings throughout the life of the contract.

1.42.1. The Government may hold program review conferences annually, as

needed, to update Contractors on the program and obtain feedback on opportunities to improve the program. The Government may also use the annual performance reviews to assess individual Contractor performance, assess problems, and resolve outstanding issues. Contractors shall attend these annual program reviews at no additional costs to the Government.

1.43. Professional Liability: The Contractor shall immediately notify the Government of any suit, action filed, or claim, which occurred as a result of work performed by the contract worker under this contract.

1.44. Malpractice Insurance: The Contractor shall comply with applicable malpractice requirements identified in the applicable agency regulations/directives and policies (e.g., DHA PM 6025.13, Volume 4 and FAR clause 52.237-7 for DoD) based on the type of contract arrangement and type of services being provided identified at the time of order placement.

1.44.1. Malpractice for Personal Services Arrangements. When the Government specifies a personal services arrangement for contract workers, the Contractor is not required to obtain medical malpractice insurance.

1.44.2. Malpractice for Non-Personal Services Arrangements. When the Government specifies a non-personal services arrangement for contract workers providing health care services, the Contractor, and all Subcontractors, shall meet the requirements of FAR Clause 52.237-7, Indemnification and Medical Liability Insurance.

1.45. Recording Contract Worker Time: The Contractor shall be responsible for a record of arrival and departure times, absenteeism, payroll records, coordinating time off with the Government, and appraisals of its personnel. The Contractor shall accomplish this without requiring Government employees to engage in the Contractor's corporate operational or human resource management processes or a Government requirement to sign corporate documents.

1.45.1. For DHA contractor personnel, the Contractor shall record all time into the Defense Medical Human Resources System-internet (DMHRSi).

1.46. Contract Worker Absences.

1.46.1. Personal Services Arrangement. The Contractor shall coordinate/communicate planned (i.e., scheduled) and unplanned absences of the contract worker with the Government Supervisor or COR IAW policies at the place of performance.

1.46.2. Non-Personal Services Arrangement. The Contractor shall employ their contingency plan to accommodate fluctuations in workload due to unplanned or unscheduled absences.

1.46.3. Substitute Contract Worker. If required by the Government, the

Contractor shall provide a temporary substitute contract worker when the permanent contract worker is absent (planned or unplanned) for a temporary period of time. The minimum absence that requires a temporary substitute contract worker will be identified at the time of order placement. The temporary substitute contract worker shall meet the same qualification standards, health requirements, and terms identified in the order.

1.47. Continuing Education. The Contractor shall ensure that contract workers who are licensed, registered or certified by state bodies, professional organizations or national/medical associations continue to meet the minimum, standards for continuing education to remain current as prescribed by their professional agency and/or applicable regulatory guidelines and policies. The Contractor shall ensure contract workers obtain continuing education at no additional cost to the Government. The Government may, but is not required to, approve contract workers to attend continuing education courses at the place of performance on a space available basis; however, that time shall not be billable to the Government.

1.48. List of Excluded Individuals and Entities (LEIE). The Contractor shall query the List of Excluded Individuals and Entities (LEIE) on the Health and Human Services website for all credentialed and non-credentialed healthcare providers to determine if the healthcare provider has been excluded from participation in Federal Health Programs. If the healthcare provider's name appears on this list, that healthcare provider is disqualified from working for the Government in any capacity.

1.49. Health Requirements: The Contractor shall ensure all contractor employees comply with all health requirements. No earlier than 60 days prior to physical performance of services by the Contractor, the Contractor shall provide to the Government documentation certifying its employees meet all applicable health requirements such as immunizations, annual vaccinations, and medical testing (e.g., tuberculosis, N95 particulate respirator and duckbill mask fitting) no later than the day specified in the TOPR .

1.50. Occupational Health: If required by the government, the Contractor shall obtain, at contractor expense, documentation of required physical testing for the Contractor's personnel, and a statement from the Contractor workers' licensed medical practitioner or a report of a physical examination. The physical examination shall indicate that the Contractor worker is free from mental or physical impairments that would restrict the Contractor from providing the services described in the contract.

1.51. Blood Borne Pathogen Exposure. Contract workers shall participate in the Blood Borne Pathogen Program at the place of performance, which outlines the post blood borne exposure protocols for testing, treatment, and monitoring.

1.52. Universal Precautions. Contract workers shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the human

immunodeficiency virus (HIV). HIV positive contract workers will be managed IAW the current CDC guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. Section 793) and any implementing regulations (41 CFR § 60-741). Task orders may provide additional precautions at the place of performance.

1.53. Health Notifications: The Government will notify the Contractor of any known work hazards. If work hazards exist, it will be the Government's decision whether the Contractor continues work in the environment.

1.54. Tuberculosis Screening. The Contractor shall ensure contract workers, except workers performing exclusively remotely from non-Government spaces, are screened prior to reporting for services, at Contractor expense, for risk of exposure to tuberculosis (TB) as part of the health requirements as identified at the time of order placement. If required, the contract workers shall follow all immunization/screening requirements at the place of performance for further testing or follow-on requirements.

1.55. Annual Immunizations. The Contractor shall ensure contract workers, except workers performing exclusively remotely from non-Government spaces, are immunized annually with the seasonal influenza vaccine (when the current seasonal influenza vaccine is available) and any other vaccine recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC) or performance location guidance. The vaccine may be provided by the Government, if available, as determined by the place of performance. If the contract worker chooses to be immunized by the Government, the contract worker may be required to sign a waiver releasing the Government from the legal liability IAW local procedures and policies. Alternately, the contract worker may obtain the vaccine at another facility, at no cost to the Government, and provide proof of vaccination to the Government.

1.56. Contract Worker Identification. The Contractor shall account for all forms of Government provided identification used by the Contractor personnel in connection with performance under this contract.

1.57. Contract Worker Requirements

1.57.1. Contract Worker Standard Qualifications: The standard qualifications for contract workers under this contract are identified in Technical Exhibit 5. The required qualifications for each required contract worker will be identified at the time of order placement.

1.57.2. Licensure. Contract workers requiring licensure shall have and maintain a current, valid, active, and unrestricted license specific to the position (with no limitations, stipulations or pending adverse actions) throughout the duration of the contract worker's performance on the contract. Additional licenses held by a contract worker must be in good standing whether they are inactive, expired, or limit the contract worker's practice to a military setting. The Contractor shall adhere to requirements outlined in the applicable regulation/directive at the

place of performance.

1.57.2.1. Personal Services Arrangement. Contract workers under a personal services arrangement who maintain a current, valid, active, and unrestricted license in a U.S. jurisdiction, may practice in any jurisdiction of the United States so long as the practice is within the scope of the contract and task order and complies with applicable regulations/directives at the place of performance.

1.57.2.2. Non-Personal Services Arrangement. Contract workers under a non-personal services arrangement requiring licensure must maintain a current, valid, active, and unrestricted license in the U.S. jurisdiction where the MTF is located.

1.57.3. Board Certification. Contract workers requiring board certification shall have and maintain board certification as outlined in the applicable order or in regulations/directives at the place of performance at the time of order placement.

1.57.4. Drug Enforcement Agency (DEA) Requirements. Requirements for DEA registration numbers will be identified at the time of order placement. Contract workers required to obtain a DEA registration number, shall have a current, valid DEA registration prior to performing on this contract in accordance with regulatory guidelines. The Contractor shall ensure DEA registrations are renewed throughout the performance of the contract worker.

1.57.5. Off-Duty Employment. Contract workers are not prohibited from conducting a private practice of their profession or from engaging in other employment. However, a contract worker shall not engage in other employment that creates a conflict of interest, violates federal law or potentially compromises the quality of their work under this contract. Further, such private practice or other employment shall not be conducted during those hours in which the contract worker is required to render services under this contract.

1.57.6. Basic Life Support (BLS) Certification Contract workers shall maintain current certification in Basic Life Support (BLS) from the American Heart Association or the American Red Cross. Certification cards must display the American Heart Association or the American Red Cross. Web-based (on-line) classes are not acceptable by the Government. Basic Life Support (BLS) certification may be available at the place of performance on a space available basis; however, the Contractor shall not bill, and the Government shall not pay, for any time contract workers spend in, or for, certification training. Failure of the contract worker to obtain training on a space available basis does not release the Contractor from the contract requirement.

1.57.7. Basic Computer Skills. The contract worker shall possess knowledge, skills, and abilities required for the labor (i.e., medical terminology, basic computer skills, customer service expectations, telephone etiquette, and basic typing).

1.57.8. Physical Qualifications. Contract workers shall be capable of meeting the physical demands of the position as identified at the time of order placement.

1.57.9. Clinical Competency. Credentialed contract workers shall meet credentialing and privileging clinical competency standards, current within the two years preceding the start of services under this contract as outlined in applicable regulatory guidelines at the place of performance.

1.57.10. Foreign Medical Graduates. Certification by the Educational Commission for Foreign Medical Graduates (ECFMG) applies to physicians. Certification by the Commission on Graduates of Foreign Nursing Schools (CGFNS) applies to nurses. Contract workers who are graduates of foreign medical schools will possess both a U.S. medical license and certification by ECFMG for physicians and CGFNS for nurses as defined in 29 CFR 825.125. Residency institutions must have been accredited by the Accreditation Council for Graduate Medical Education (ACGME) during the time the contract worker was enrolled. Additionally, ECFMG is required for graduates of medical schools located outside the U.S., Puerto Rico, and Canada. Fifth Pathway is unacceptable.

1.57.11. Criminal History Background Check (CHBC). Contract workers involved in the delivery of health care to patients under the age of 18 must undergo a Child Care National Agency Check and Inquiries (CNACI) as part of a CHBC as required by agency or place of performance guidelines.

1.57.12. Legal Authorization to Work in the United States. Contract workers performing under this contract must either be a U.S. citizen or as defined by the Department of Homeland Security, U.S. Citizenship and Immigration Services, either a noncitizen national of the United States, lawful permanent resident of the United States, or alien authorized to work in the United States.

1.57.13. Installation Access Procedures. Contract workers shall comply with local installation access requirements at the place of performance.

1.57.14. National Provider Identifier (NPI). A healthcare provider who provides billable services to Medicare beneficiaries or is authorized to initiate referrals may be required to obtain a 10-digit NPI from the Centers for Medicare and Medicaid Services, if identified in the TO.

1.57.15. Orientation. Contract workers shall complete all orientation requirements of the place of performance.

1.57.16. Training. Contract workers shall complete all agency-specified training requirements and comply with all policies and procedures applicable to the place of performance. Training may include, but not limited to emergency preparedness training, active shooter, tornado and fire drills, sexual harassment, and ethics training. The Government will outline the required training at the time of order placement. The Contractor may bill for the time required to complete the

agency-specified training. agency- specified training does not include continuous education to maintain individual license or certifications.

1.57.16.1. Contract workers shall complete all agency-specified initial and annual training requirements as identified in the TO. Training requirements for an off-site Type II configuration may include, but not limited to, ethics training and computer training if required. The Contractor shall include all training requirements into their fully burdened hourly rates.

1.57.16.2. Computer Access Training. Contract workers who require access to Government systems shall complete training at the place of performance for system access. Systems access training may include, but not limited to, training in Health Insurance Portability and Accountability Act (HIPAA), cybersecurity, information assurance, and Combatting Trafficking in Persons (CTIP). The COR will coordinate the necessary computer training. The Government will provide computer training during normal duty hours. For Type I requirements, the Contractor may bill for the time required to complete the computer training. For on-site Type II requirements, the Contractor shall include all training requirements into their fully burdened hourly rates.

1.57.17. Contractor Identification. Contract workers shall be clearly identified as a Contractor at all times, including conversations, mail, e-mail, fax, and/or other electronic communication whether communicating with Government personnel, other Contractor personnel, or with the public when supporting this contract. At a minimum, contract workers shall: wear badges that clearly and legibly identify themselves as Contractors; use the label “Contractor” in e-mail addresses IAW Federal Acquisition Regulation (FAR) 37.114, Special Acquisition Requirements; and identify themselves as a Contractor in all telephone and virtual conversations.

1.57.18. Contractor Badge: Contract workers shall wear Contractor-supplied badges in addition to Government badges, when supplied, so Contractor-supplied and Government badges are visible to the customers and all other personnel.

1.57.19. Scope of Practice. Clinical contract workers shall follow regulatory guidelines, established practice guidelines and individual privileges granted and scope of practice at the place of performance.

1.57.20. Dress and Appearance. Contract workers shall maintain good personal hygiene and present a well-groomed and professional appearance IAW the policy at the place of performance. If a uniform (e.g., smocks, EMT/Paramedic uniform) is mandatory, the requirements will be identified at the time of order placement. Unless the Government provides the uniform, the Contractor shall provide the required uniforms at no additional costs to the Government.

1.57.21. Contractor Travel. Contract workers may be required to travel in support

of service requirements under this program. The Government will identify travel requirements and guidelines at the time of order placement.

1.57.22. Privileged Communications. Contract workers shall abide by federal and local place of performance facility regulations, instructions and/or requirements concerning the nature of limited privileged communication between patients and the contract worker as may be necessary for security and personnel reliability programs. Contract workers shall also abide by federal and local place of performance facility regulations and/or instructions 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 medical records and reports will remain the property of the Government.

1.57.23. Facility Standards. Contract workers shall comply with all applicable federal, state, and local laws and regulations/directives, policies, and procedures at the place of performance.

1.57.24. Productivity and Quality Standards. Contract workers shall comply with all productivity and quality standards in accordance with place of performance policy.

1.57.25. Medical Protocols. Contract workers shall follow established Government and professional standards and accepted protocols in the performance of duties as applicable at the place of performance.

1.57.26. Referrals and Consults. Contract workers shall follow policies and procedures when arranging for a referral or consult as applicable at the place of performance. Contract workers shall not solicit in any way for follow up services for patients referred outside of the place of performance.

1.57.27. Contract workers shall abide by all agency level requirements for physical security of Government property and equipment.

1.57.28. Contract workers who are issued Government property (including, but not limited to keys, codes, badges, cell phones, and pagers) shall safeguard Government property from loss, theft, damage, or destruction. The Contractor may be required to reimburse the Government for lost, stolen, damaged, or destroyed equipment.

1.57.29. Contract workers must present, for accountability purposes, all Government property signed for at scheduled or unscheduled Government property inspections.

1.57.30. Contract workers shall turn in all issued Government furnished property to the COR, or a designated Government representative, upon termination of their services or upon demand by COR or designated Government official.

2 Definitions & Acronyms

2.1 ACCEPTABLE QUALITY LEVEL (AQL): The minimum level of performance a Contractor shall meet to be satisfactory on this contract.

2.2 APPLICANT TRACKING SYSTEM (ATS): Software that helps companies collect, organize, and track candidates through the hiring and recruitment process.

2.3 AREA OF RESPONSIBILITY (AOR): A geographical area covering multiple networks and stand-alone MTFs.

2.4 BENEFICIARY: An individual eligible for medical care in a medical or dental facility as outlined in 10 U.S.C. Part.

2.5 CANDIDATE APPROVAL: The process by which the Government approves a candidate's qualifications against the preliminary Government minimum requirements (see definition). Candidate approval is the first component in the three-step task order process, which is initiated by a [RESERVED] (see definition).

2.6 CERTIFICATION: A process by which a nationally recognized organization confirms that an individual has met certain predetermined standards or procedures required for certification.

2.7 CLINICAL PRIVILEGES: Permission granted by the Privileging Authority to provide medical and other patient care services. Clinical privileges define the scope and limits of practice for privileged healthcare providers and are based on the capability of the healthcare facility, licensure, relevant training and experience, current competence, health status, judgment, and peer and department head recommendations.

2.8 CLINICAL PRIVILEGING: The granting of permission and responsibility of a healthcare provider to provide specified or delineated healthcare within the scope of the provider's license, certification, or registration.

2.9 CONTRACTOR: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the Prime Contractor.

2.10 CONTRACTING OFFICER (CO): A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. A person with such authority for Task Orders is sometimes referred to as the Task Order Contracting Officer (TOCO).

2.11 CONTRACTING OFFICER'S REPRESENTATIVE (COR): A civilian or military employee of the U.S. Government appointed by the Contracting Officer to monitor the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical

direction to the *Contractor* as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.12 CREDENTIALS: The documents that constitute evidence of appropriate education, training, licensure, experience, and expertise of a healthcare provider.

2.13 CREDENTIALLED CONTRACT WORKER: Any individual identified by the DHA credentialing instructions as credentialed. This may include an individual who maintains professional qualifications such as education, internship/fellowship, licensure, registration, and/or certification to practice in a clinical discipline. A credentialed contract worker may be privileged or non-privileged. A privileged credentialed contract worker may also be referred to as a healthcare provider. A non-privileged credentialed contract worker is only permitted to engage in the delivery of healthcare as defined in their granted scope of practice.

2.14 CREDENTIALS PACKAGE: The documents that provide the necessary information for the Government to validate credentials on a privileged credentialed contract worker (also called healthcare provider) prior to performance at a place of performance. The type of information in a credentials package includes, but is not limited to, qualifying degrees, education, professional experience, licensure/registration, and certification requirements. A credentials package also provides the necessary information for the Government to grant clinical privileges at a place of performance. The type of information in a credentials package also includes verification of current clinical competency. Additional requirements for healthcare providers are outlined in the TO and regulatory guidelines.

2.15 DELIVERABLE: Anything that can be physically delivered, which may include non-manufactured items such as meeting minutes or reports.

2.16 DENTAL TREATMENT FACILITY (DTF): A military clinic offering routine and specialty dental care.

2.17 DORMANT STATUS: Dormant status is a condition that the Procuring Contracting Officer may place on an MQS2-NG Contractor for several reasons including, poor performance, which includes, but not limited to, trends or patterns of behavior associated with the failure to meet deliverables and/or comply with requirements specified in the contract, including, but not limited to, failure to meet the minimum Acceptable Quality Levels (AQLs) on the key performance parameters. A dormant status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 or a Termination as defined in FAR Part 49, but rather a condition during which the Contractor's performance is not in compliance with the terms and conditions of the contract (see Technical Exhibit 8 which describes Dormant Status in greater detail).

2.18 DUTY HOUR: An hour scheduled for the contract worker to perform services based on the work schedule. A duty hour does not include on-call or overage hours.

2.19 ENTERPRISE-BASED BUYING APPROACH: A buying approach where the procurement supports Government medical service and/or medical support requirements within multiple networks.

2.20 FACILITY SECURITY OFFICER (FSO)/SECURITY POINT OF CONTACT (POC): A company representative who is responsible for managing the contract worker security investigation package submission and coordination requirements with DHA Network and/or place of performance Personnel Security Offices.

2.21 FULL-TIME EQUIVALENT (FTE): A full-time equivalent is a range of hours one contract worker can provide services on an annual basis. For DoD, the MQS2-NG contract will use 1,920 hours as the basis to calculate an FTE for each of the contract metrics Other Federal agencies will follow their applicable regulations/directives and annotate that information in the TO.

2.22 GOVERNMENT SUPERVISOR: Government individual who provides professional oversight of the clinical activities of a contract worker in a personal services arrangement. For personal services contract arrangements, this may be the individual who establishes the work schedule and directs the work of the contract worker. For purposes of evaluating performance and recommending clinical privileges, the clinical supervisor is a peer (if practicable) who is an appointed member of the medical staff and is the individual best qualified, based on background and training, to judge the practice of the healthcare provider under review.

2.23 HEALTHCARE PROVIDER: A healthcare provider is a credentialed contract worker who is licensed and privileged to provide medical care or treatment dependently or independently. A healthcare provider possesses appropriate credentials and is granted authorized clinical privileges to diagnose, initiate, alter, or terminate regimens of healthcare with defined scope of practice.

2.24 INITIAL BACKGROUND CHECKS: A pre-employment screening consisting of reference and records checks, credit checks, and telephone or in-person competency-based reviews.

2.25 KEY PERSONNEL: Personnel designated by the Contractor who are knowledgeable of the terms and conditions of the contract and authorized to make decisions on behalf of the contractor.

2.26 LABOR SEGMENTS: The grouping of labor categories into common divisions based on the type of services performed by the contract workers. In the MQS2-NG contract, there are five labor segments: ancillary services, dental

services, medical support services, nursing services, and physician services.

2.27 LICENSE: A grant of permission by an official agency of a State, the District of Columbia, or a Commonwealth, territory, or possession of the United States to provide health care within the scope of practice of a specified discipline. Licenses shall be current, active, valid and unrestricted. Additional licenses held by a contract worker must be in good standing whether they are inactive, expired, or limit the contract worker's practice to a military setting. Contract workers may not have one active license and another currently suspended or probationary license.

2.28 NETWORK: A geographically defined area DHA established to manage medical activities as a unit.

2.29 NETWORK BASED BUYING APPROACH: A buying approach where the procurement supports Government medical service and/or medical support requirements for the entire network

2.30 MALPRACTICE: A dereliction of professional duty, incorrect or negligent treatment, failure of professional skill or learning, as well as illegal or immoral conduct by any healthcare provider/professional responsible for health care, that results in death, injury, loss, illness, or damage to the health care beneficiary.

2.31 MILITARY HEALTH SYSTEM (MHS): The combination of military and civilian medical systems used to provide health care to DoD medical beneficiaries. The MHS incorporates all aspects of health care services for DoD.

2.32 MILITARY MEDICAL TREATMENT FACILITY (MTF): Includes a military hospital or clinic. An MTF includes satellite areas such as standalone clinics and medical operations (i.e., health and wellness centers). The MTF may be a clinic, hospital, or medical center. Clinics are outpatient facilities offering primary care or simple specialty care (i.e., routine exams, tests, treatments). A clinic may be a stand-alone site or a satellite of a larger clinic, hospital, or medical center, to include patient centered medical homes. Hospitals offer more complex, resource-intensive secondary care (i.e., inpatient care, surgery under anesthesia) and primary care. Medical centers offer tertiary (i.e., sophisticated diagnosis/treatment of any ailment), secondary, and primary care, hospital services, preventive services, blood bank, and other services. An MTF is often referred to as a Medical Treatment Facility.

2.33 NATIONAL AGENCY CHECK WITH WRITTEN INQUIRIES (NACI): (See definition for Tier 1 investigation).

2.34 NATIONAL AGENCY CHECK WITH LAW AND CREDIT (NACLC): (See definition for Tier 3 investigation).

2.35 NATIONAL PRACTITIONER DATA BANK (NPDB): The NPDB is a

web-based repository of reports containing information on medical malpractice payments and certain adverse actions related to healthcare practitioners, providers, and suppliers. The NPDB is managed by the Department of Health and Human Services in accordance with Section 11101 of Title 42, United States Code.

2.36 NON-CREDENTIALLED CONTRACT WORKER: Any individual whose performance does not require primary source verification or validation of internship/fellowship, licensure, registration, and/or certification to provide services in a clinical discipline or healthcare facility.

2.37 NON-PERSONAL SERVICES ARRANGEMENT: The performance of health care services by contract workers under a non-personal services arrangement are not subject to day-to-day supervision and control by health care facility personnel comparable to that exercised over military and civil service health care personnel engaged in comparable health care services. The Government shall neither supervise non-personal services personnel nor control the method by which the Contractor performs these required tasks. The Contractor must obtain and maintain malpractice insurance for all non-personal service contract workers.

2.38 ON-CALL HOUR: An hour scheduled for the contract worker to carry a communication device (e.g. cell phone, pager) to respond to calls when away from the place of performance.

2.39 ON RAMP/OFF RAMP: A mechanism to allow businesses to enter and exit a contract during the performance/ordering period. See Technical Exhibit , On and Off Ramp Procedures.

2.40 ORDERING ACTIVITIES: Activities authorized to place TOs against MQS2-NG contracts and perform TO administration and monitoring of Contractor performance.

2.41 OVERAGE HOUR: An hour scheduled for the contract worker to perform services beyond regularly scheduled duty hours for continuity of care or surge purposes.

2.42 PEER REVIEW: Any assessment of the quality of medical care carried out by a healthcare provider, including any assessment of professional performance or patient safety.

2.43 PERFORMANCE IMPROVEMENT: Continuous study and improvement of processes with the intent to achieve better services or outcomes, and prevent or decrease the likelihood of problems, by identifying areas of opportunity and testing new approaches to fix underlying causes of persistent/systemic problems or barriers to improvement.

2.44 PERFORMANCE MEASURE: A method or instrument to estimate or

monitor the extent to which the actions of a healthcare provider or other personnel conform to clinical practice guidelines.

2.45 PERFORMANCE WORK STATEMENT (PWS): A document that is used to summarize the work that needs to be completed on a contract. A PWS requires a scope, performance requirements, tasks, and contract quality control plans.

2.46 PERIOD OF PERFORMANCE (POP) START DATE: The period of performance start date is the time period prior to the start of healthcare delivery by the contract worker when the Company can begin to perform recruitment and qualification tasks for submission to the Government.

2.47 PERSONAL SERVICES CONTRACT: The performance of health care services by contract workers under a personal services arrangement are subject to day-to-day supervision and control by health care facility personnel comparable to that exercised over military and civil service health care personnel engaged in comparable health care services. Contract workers under a personal services arrangement are covered under the Federal Tort Claims Act (FTCA) for malpractice claims.

2.48 PHYSICAL SECURITY: Actions taken to prevent the loss or damage of Government property and to prevent harm to personnel at or within Government facilities.

2.49 PLANNED CLOSURE: Planned closures are scheduled (known) non-duty days where contract workers will not be able to perform their duties, even in a telework environment (e.g., family days, federal holidays, training days). Planned closures can either be full duty or partial duty days based on the number of planned hours. The Government designates planned closures in each TO, to ensure contract do not perform on those days and the Contractor does not bill the Government. Not all facilities have planned closures on specific days (e.g., inpatient facilities).

2.50 PRELIMINARY GOVERNMENT MINIMUM REQUIREMENTS: The minimum contract worker requirements for education, experience, certification, and licensure listed in the TOPR (see definition), and initial background checks the Government reviews to approve or disapprove potential candidates recruited by the Contractor.

2.51 PRIME CONTRACT: A contract or contractual action entered into by the Federal Government to obtain supplies, materials, equipment, or services of any kind.

2.52 PRIME CONTRACTOR: A person or entity that has entered into a prime contract with the Federal Government.

2.53 PROGRAM MANAGEMENT OFFICE (PMO): The organization that

manages the requirements on the contract.

2.54 PROGRAMMATIC RECRUITMENT PLATFORM (PRP): A software package that uses automated technology and data to recruit candidates.

2.55 PRIMARY SOURCE VERIFICATION: Validation that a document is true and valid through contact with the issuing institution or its authorized agent.

2.56 PRIVILEGING: The process whereby the privileging authority, upon recommendation from the credentials committee, grants to individuals the authority and responsibility for making independent decisions to diagnosis, initiate, alter, or terminate a regimen of medical or dental care within their defined scope of practice.

2.57 PROCURING/PROGRAM CONTRACTING OFFICER (PCO): A person with authority to enter into, administer, and or terminate the contract, and make related determinations and findings on behalf of the Government regarding the contract.

2.58 QUALIFYING DOCUMENTATION: The documents that provide the necessary information for the Government to ensure contract workers meet the minimum requirements prior to performance at a place of performance. Qualifying documentation must meet the preliminary and subsequent Government minimum requirements in response to a three-step ordering process or the minimum qualifications as outlined in the standard ordering process (see definition). The Contractor packages qualifying documentation into either qualifying package (see definition) for non-credentialed contract workers, or credentials packages for credentialed contract workers.

2.59 QUALIFYING PACKAGE: The documents that provide the necessary information for the Government to validate non-credentialed contract worker minimum requirements prior to performance at a place of performance. The type of information in a qualifying package includes, but is not limited to, education, experience, licensure, certification, health and immunization requirements. Additional requirements will be outlined in the TOPR.

2.60 QUALITY: The degree of adherence to generally recognize contemporary standards of good practice and the achievement of anticipated outcome for a particular service, procedure, diagnosis, or clinical problem.

2.61 QUALITY ASSURANCE (QA): The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.62 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology the Government uses for surveillance of Contractor performance.

2.63 **QUALITY CONTROL:** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.64 **REPORTING PERIOD:** A period of time with twelve (12) consecutive month intervals, with the exception of the first year of the contract, which uses reporting periods less than twelve (12) months. For example, in the 7th month of the first contract year, the reporting period will include the preceding 7 months.

2.65 **REQUIRED START DATE:** The date a contract worker shall begin physical performance providing healthcare services as an initial fill or as a replacement fill as defined in the Task Order. The contract worker required start date is when the contract worker can begin performance at the place of performance. For contract workers who require credentialing and/or privileging to perform their duties, a full credentials package must be completed and deemed acceptable by the place of performance credentials office, or other designated office that administratively maintains these records.

2.66 **SAFETY:** The degree to which the health care environment is free from danger or hazard; the degree to which the health care intervention minimizes risks of adverse outcomes for both patients and staff.

2.67 **SECURITY INVESTIGATIVE PACKAGE:** An inquiry into the activities of an individual, designed to develop pertinent information pertaining to trustworthiness and suitability for a position of trust as related to loyalty, character, emotional stability, and reliability.

2.68 **STANDARD ORDERING PROCESS:** The standard ordering process begins with the issuance of the Task Order Proposal Request (TOPR) and ends with proposal evaluation. In the standard ordering process, the Contractor is awarded a Task Order and must provide qualifying packages and, when required, credentials packages within a specific timeframe identified in the Task Order.

2.69 **STATEMENT OF OBJECTIVES (SOO):** This is a document that provides the Government's overall objectives for the vendor to achieve. The vendor submits a PWS necessary to achieve the contractual objectives. A list of several Statements of Objectives (SOOs) (see Technical Exhibit 7) that are in scope for this contract are listed in Technical Exhibit 7. The Government may revise or add new SOOs throughout the life of the contract.

2.70 **SUBCONTRACTOR:** One that enters into a contract with a Prime Contractor. The Government does not have privity of contract with a Subcontractor.

2.71 **SUBSEQUENT GOVERNMENT MINIMUM REQUIREMENTS:** The minimum requirements to fully qualify the contract worker for placement at the place of performance include, but not limited to, health; immunizations; drug

screening; credentialing; and security. The Government uses the subsequent Government minimum requirements to ensure contract workers are fully qualified to perform at a place of performance.

2.72 Tier 1 (T1) INVESTIGATION (FORMERLY NACI): Lowest level of investigation for suitability. Consists of a National Agency Check with written inquiries (NACI) and searches of records during the past five years. This check also includes FBI and fingerprint file checks. Inquiries are sent to current and past employees, schools attended, and local law enforcement authorities.

2.73 Tier 3 (T3) INVESTIGATION (formerly NACLC): Level of investigation for contract workers who have access to DoD Information Systems that contain personally identifiable information (PII). Consists of a National Agency Check with Law and Credit (NACLC) for non-critical sensitive positions with searches of records, credit and written inquiries of previous employers, residence, and references for 7 to 10 years. This also includes the requirements for T1 Investigation.

2.74 TASK ORDER (TO): An order for services placed against an established contract.

2.75 TASK ORDER COMPETITION: Task order competition includes the issuance of a Task Order Proposal Request (TOPR), receipt of proposals, proposal evaluation, and Order award (under the standard ordering process).

2.76 TASK ORDER CONTRACTING OFFICER (TOCO): A person with authority to enter into, administer, and or terminate TOs, and make related determinations and findings on behalf of the Government regarding the TO.

2.77 TASK ORDER PROPOSAL REQUEST (TOPR): A complete package defining requirement generated by the ordering activity to request proposals from Contractors.

2.78 TYPE I CONFIGURATION: An ordering configuration where the Contractor supplements existing Government or other Contractor services.

2.79 TYPE II CONFIGURATION: An ordering configuration where the Contractor is responsible for the performance of the entire scope of operations, subject only to Government surveillance, and is required to be self-sufficient in fulfilling the purpose, objectives, and performance outcomes of a full service IAW with the SOO. Type II requirements can either be on-site or off-site as determined by the ordering activity regardless of telework status.

2.80 UNFILLED POSITION: A position that has never been filled.

2.81 UNPLANNED CLOSURE Unscheduled (i.e., unknown) non-duty days where contract workers will not be able to perform their scheduled duties at a Government facility, due to no fault of the Contractor where the Government

directs the closure (e.g., natural disaster, military emergency, severe weather, pandemic, or Government decision to close the facility outside of a planned closure). Unplanned closures can either be full duty or partial duty days based on the number of unplanned hours.

2.82 VACANT POSITION: A position that was filled, but not currently filled due to turnover.

2.83 VENDOR MANAGEMENT SYSTEM (VMS): A software application that allows a company to manage and procure temporary (contingent) staffing or permanent placement services for an external customer.

2.84 Acronyms/Abbreviations

AHLTA	Armed Forces Longitudinal Technology Application
AQL	Acceptable Quality Level
ATS	Applicant Tracking System
BAA	Business Associate Agreement
BBR	Blind Benchmark Report
BLS	Basic Life Support
CAC	Common Access Card
CAF	Central Adjudication Facility
CDC	Centers for Disease Control
CE	Continuing Education
CFR	Code of Federal Regulations
CHBC	Criminal History Background Check
CHCS	Composite Health Care System
CLIN	Contract Line-Item Number
CMMC	Cybersecurity Maturity Model Certification
CNACI	Child Care National Agency Check with Inquires
CO	Contracting Officer
COR	Contracting Officer Representative
DC	District of Columbia
DEA	Drug Enforcement Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DHA	Defense Health Agency
DMHRSi	Defense Medical Human Resources System - internet
DoW	Department of War
DoDD	Department of Defense Directive
DoDI	Department of Defense Instruction
DTF	Dental Treatment Facility
e-QIP	Electronic Questionnaires for Investigations Processing
ERPS	Enterprise Resource Planning System
FAR	Federal Acquisition Regulation
FIPS PUB	Federal Information Processing Standards Publication
FTE	Full-Time Equivalent
FTR	Federal Travel Regulation

HIPAA	Health Insurance Portability Act of 1996
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IAW	In Accordance With
IDIQ	Independent Delivery/Independent Quantity
JTR	Joint Travel Regulations
KPP	Key Performance Parameters
MAC	Multiple Award Contract
MHS	Military Health System
MQS	Medical Coded Services
MQS2-NG	Medical Q-Coded Support & Services – Next Generation
MSS	Medical Support Services
MTF	Military or Medical Treatment Facility
NACI	National Agency Check with Written Inquiries
NAICS	North American Industry Classification System
NCR	National Capital Region
NoPP	Notice of Privacy Practices
OA	Ordering Activity
PGMR	Preliminary Government Minimum Requirements
PHI	Protected Health Information
PII	Personally Identifiable Information
PCO	Procuring/Program Contracting Officer
PMO	Program Management Office
PRS	Performance Requirements Summary
PSC	Product Service Code
PSV	Primary Source Verification
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RGT	Report Generator Tool
SGMR	Subsequent Government Minimum Requirements
SOO	Statement of Objectives
SOW	Statement of Work
TO	Task Order
TOCO	Task Order Contracting Officer
VMS	Vendor Management System
WAWF	Wide Area Workflow

3 Government Furnished Property, Equipment, and Services

3.1 General. Unless specified otherwise at the time of order placement, the Government will provide the use of available Government facilities and support services, materials, publications and forms, and equipment required for contract performance.

3.2 Government items issued will remain the property of the Government and will not

be removed from the place of performance except for items needed for contract performance (e.g., cell phones and communication devices while in an on-call status).

3.3 Equipment: Telephones, facsimile machines, copiers, and computer equipment are authorized for transaction of official Government business only and shall not be used for personal business. Personal long-distance calls are not authorized. Telephones, facsimile machines, and computer equipment are always subject to communications security monitoring.

3.3.1 If pagers or other communication devices are provided, the contract worker shall safeguard the items from loss, theft, damage, or destruction, and shall present them for accountability purposes for a scheduled or unscheduled control inspection IAW MTF policy. The Contractor may be required to reimburse the Government for lost, stolen, damaged, or destroyed items.

3.4 Facilities: Space used by contract workers in performance of services may be used for other purposes during their absence. The Government will not incur any liability for theft, damage to, destruction, or loss of personal items.

3.5 Materials

3.5.1 Protective Clothing: The Government will supply special protective clothing and shoe covers when required.

3.5.2 Keys: Contract workers may be issued keys. Lost keys and/or locks shall be reported to the issuing party immediately upon recognition of the loss. The Contractor may be required to reimburse the Government for lost keys, or lockset (if locksets are required to be replaced) as a result of lost keys.

3.5.3 Government Badge: Contract workers shall wear Government-furnished identification badges (IDs) when required by the place of performance. The contract worker shall not alter or obscure the badge.

4 Contractor Furnished Items and Services

4.1 General. The Contractor is responsible for Contractor furnished property as defined at the time of order placement.

4.2 Materials. The Contractor may use proprietary processes and techniques; however, those processes or techniques shall become the property of the Government if the Contractor uses them in a Government facility and they become integrated into the Government process.

4.3 Contractor Proprietary Processes/Techniques. The Contractor may use proprietary processes and techniques; however, the Contractor recognizes that these processes or techniques shall become the property of the Government if the Contractor uses them in a Government facility and they become integrated into the internal processes and workflow. Additionally, processes and techniques may be required to be shared with

other Contractors under Associate Contractor Agreements in outlined in paragraph 1.4.44.

5 Specific Tasks

5.1 The Contractor shall provide Type I and Type II medical staffing services designed to supplement existing staff or provide full-service operations within the scope of this contract.

5.2 The Contractor shall provide professional medical and medical support services on-site or off-site as identified at the time of order placement.

5.3 The Contractor shall provide the required services at the place(s) of performance identified in the Task Order.

5.4 The Contractor shall maintain the capability to provide all labor categories identified in Technical Exhibit 4 for the life of the contract. The Government may add, modify, and/or delete labor categories throughout the life of the contract.

5.5 The Contractor shall maintain the capability to meet short-term or emergent requirements.

5.6 The Contractor shall recruit candidates authorized to work in the United States to perform the duties as outlined at the time of order placement without disrupting services.

5.6.1 The Contractor shall employ an electronic recruiting mechanism that targets potential contract worker candidates and maximizes recruitment efforts for services provided under this contract for the life of the contract.

5.7 The Contractor shall maintain an Applicant Tracking System (ATS) (see definition) Programmatic Recruitment Platform (PRP) (see definition) to electronically track contract worker candidates throughout the recruiting and hiring process and maintain the capability for the life of the contract.

5.8 The Contractor shall conduct competency-based screening against preliminary Government minimum requirements, verify candidate qualifications against Government minimum requirements, and submit qualifying documentation for candidate approval as identified at the time of order placement.

5.9 The Contractor shall provide a qualifying package on all non-credentialed contract workers as identified at the time of order placement.

5.10 The Contractor shall provide a complete and accurate credentials package on credentialed contract workers as identified at the time of order placement.

5.11 The Contractor shall perform all primary source verifications (PSV) and include all verifications with the credentials package IAW the applicable

regulations/directives at the place of performance. All current professional licenses, certifications, or registrations, including those a credentialed contract worker previously held that are now inactive, expired, or suspended, must undergo initial PSV.

5.12 The Contractor shall obtain all paperwork, letters of reference, approvals, and work history required by the place of performance credentialing/licensure verification processes. The Government will not assist the Contractor in obtaining any needed information for initial credentialing. The Contractor is responsible for submission of evidence of current competency of the credentialed contract worker used to provide health care services under this contract.

5.13 The Contractor shall submit a security investigative package as identified at the time of order placement.

5.14 The Contractor shall maintain an electronic mechanism for maintaining contractor personnel records. At a minimum, the Contractor's mechanism shall ensure compliance with all requirements for continuing education, annual and specific training, and other mandates for current competency, licensing, certification, and/or registration at the appropriate intervals to remain qualified during the performance under this contract. The Contractor shall manage, monitor, and report performance on the contract for the life of the contract.

5.14.1 The Contractor shall report performance results to the Program Management Office (PMO) into the Government designated application by the 15th of each month. Once properly trained by the MQS2-NG IDIQ COR or the COR's designee, a vendor POC shall obtain access to the application.

5.14.1.1 There are three key performance parameters (KPPs) for this contract: 1) Overall fill rate percentage (Full Time Equivalent) 2) Overall Quantity Success Percentage 3) Timely submission of data to calculate the overall fill rate and/or the overall quantity success. The minimum Acceptable Quality Levels (AQLs) on these KPPs is identified in Technical Exhibit 1, Performance Requirements Summary (PRS):

5.14.1.1.1 FTE Fill Rate: $\geq 90\%$. For FTE Task Orders, the Fill Rate percentage is the percentage of filled FTEs on the last day of the previous month divided by the total number of required FTEs per the contract. Example: Filled FTEs submitted on 15 April will be for the number of FTEs filled on 31 March.

5.14.1.1.2 Quantity Success Rate: $\geq 90\%$. For Non-FTE Task Orders, the Success Rate percentage is calculated by the monthly invoiced Unit of Measure (UoM) divided by the required monthly UoM per the contract (total yearly quantity divided

by total days in the PoP, multiplied by the number of days in the previous month) on the last day of the previous month. Example: Quantity UOM submitted on 15 April will be for the Total Quantity from 1-31 March.

5.14.1.1.3 Monthly data submission into Government designated application to calculate Fill Rate and Success Rate percentages. The monthly data submission shall occur NLT the 15th of each month, regardless of whether the 15th falls on a weekend or holiday.

5.14.1.1 Task Order Contracting Officers may add or modify the KPP AQLs for performance requirements as identified in the TO. Additional or modified KPP AQLs, if any, will be identified at the time of order placement.

5.15 The Contractor shall ensure the tasks are met within the time frames identified in the contract and at the time of order placement.

5.16 The Contractor shall resolve performance issues in accordance with the performance standards identified at the time of order placement.

5.17 The Contractor shall monitor all aspects of contract worker and company performance.

5.18 The Contractor shall maintain the capability to monitor and track compliance with all contract terms and conditions.

5.19 The Contractor shall provide value-added services (i.e., analysis of demand patterns, trend analysis, and resource prioritization) to assist the Government in optimizing resources.

5.19.1 The Contractor shall submit a Market Analysis Report (see Technical Exhibit 9) no later than 90 days after award and annually thereafter. The Market Analysis Report shall provide the requested information for all AORs awarded.

5.20 The Contractor shall maintain a minimum Letter/Line of Credit of at least \$2M from a commercially available bank or financial institution for the life of the contract.

5.21 The Contractor shall invoice for services provided as outlined at the time of order placement.

5.22 Perform Contract Management. The Contractor shall manage, monitor, and report performance on the contract. Failure to meet the contract deliverables, reports, administrative requirements or compliance standards, to include ethical behavior, may result in the activation of a Dormant Status (see

definition) and/or the Contractor being off-ramped from the vendor pool (see Technical Exhibit 8). Performing contract management includes the following tasks:

5.22.1 Manage Contract. The Contractor shall manage the contract for the life of the contract. Managing the contract includes the following:
Establish a Contractor Management Team. The Contractor shall maintain a teaming/organizational structure to meet performance requirements and respond to flexible market conditions.

5.22.1.1 Establish a Contractor Management Team. The Contractor shall maintain a teaming/organizational structure to meet performance requirements and respond to flexible market conditions.

5.22.1.2 Maintain a Letter/Line of Credit. The Contractor shall maintain a minimum Letter/Line of Credit of at least \$2M from a commercially- available bank or financial institution for the life of the contract.

5.22.1.3 Maintain a Vendor Management System (VMS). The Contractor shall maintain a VMS (see definition) so the contractor has the capacity to supplement known staffing requirements to meet the short-term or surge placement requirements.

5.22.1.4 Limitations on Subcontracting: Small businesses under NAICS 621111 in a small business vendor pool shall ensure at least 50% of the work paid for performance is attributed to the Prime Contractor IAW FAR 52.219- 14(e)(1).

5.22.1.5 Resolve Performance Issues. The Contractor shall resolve issues within the timeframe specified by the TOCO. The Contractor shall have a process for resolving issues and concerns, implementing corrective actions, and communicating the resolution to the COR by the suspense date issued by the TOCO. The Contractor shall conduct follow-up to ensure corrective actions are successful.

5.22.2 Monitor Contract. The Contractor shall monitor all aspects of contract worker and company performance. Monitoring the contract includes the following:

5.22.2.1 Internal Audit System. The Contractor shall maintain an Enterprise Resource Planning (ERP) (see definition) system to monitor and track compliance with all contract terms and conditions.

5.22.2.2 Quality Control Plan. The Contractor shall implement a

Quality Control Plan (QCP) for each Task Order to ensure contract workers perform services within productivity, timeliness, and accuracy standards set in the contract, Task Order or Government SOO.

5.22.2.3 Track Contract Worker Qualifications. The Contractor shall maintain compliance with all requirements for: continuing education; annual and specific training; and other mandates for current competency, licensing, certification, and/or registration at the appropriate intervals to remain qualified during the TO.

5.22.2.4 Invoice for Services. The Contractor shall invoice according to the TO requirements, which may be hourly rate, flat rate, or performance-based using a designated “unit” (e.g., call transactions, number of encounters coded, transcribed lines, or as otherwise defined in the TO) on a fee structure appropriate for the type of work. If the Contractor fails to provide services as required in the contract, the Government reserves the right to procure such services from another source until the Contractor restores the capability to perform. When the Government exercises its right to procure these services from another source, the Government will reduce subsequent payment(s) by the amount it cost to procure the temporary services. The Government will furnish the Contractor with a copy of the billing invoice for temporary services upon contractor request.

5.22.3 Conduct Market Analytics. The Contractor shall provide value added services by submitting a Market Analysis Report (see Technical Exhibit 9) that addresses each network for every AOR awarded to the vendor on the contract. The Market Analysis Report shall address the following five labor segments in the AOR:

- Ancillary Services Labor Segments
- Dental Services Labor Segment
- Medical Support Services Labor Segment
- Nursing Services Labor Segment
- Physician Services Labor Segment

5.22.3.1 The Contractor may modify the sections under each labor segment to account for the variability across the AORs based on the industry trends, market supply and barriers to entry unique in various networks in the AOR. The Market Analysis Report (Technical Exhibit 9) will address each network in the AOR on the contract; however, the data shall not be proprietary. The Government is not interested in specific price points, but rather an analysis of the industry, by market area, as a means to improve the likelihood of success in acquiring qualified contract workers. The Contractor shall provide the initial Market Analysis Report as outlined in Technical Exhibit 2 and provided via Technical Exhibit 9 Market Analysis Report. At a minimum, the

report will include the following information, by labor segment:

- i. Difficult-to-Fill Labor Categories, by Market Area. Specific labor categories that may be hard to recruit without mitigating strategies based on industry trends.
- ii. Time to place candidate in role after submission of qualifying package: Variables confronting placing candidate in role following package submission
- iii. Barriers to Candidate Availability, by Market Area: Factors affecting candidate availability.
- iv. Long-Term Placement / Compensation Costs. The range of costs of compensation components (e.g., direct labor, benefits) to place personnel in a long-term (i.e., at least a year) placement for each network in the AOR.
- v. Per-Diem Staffing / Compensation Costs. The range of costs of compensation components (e.g., direct labor, benefits) needed to place personnel in a per-diem (i.e., daily) temporary placement for each network in the AOR.
- vi. Mitigating Strategies to Obtain/Maintain Services, by Market Area: Strategies required to obtain/maintain services, by market area.

5.23 Other Terms, Conditions, and Provisions: This section applies to DoD agencies only. Other Federal Agencies must include their own provisions in their Task Orders.

5.23.1 Non-Disclosure Agreements. When required, the Contractor shall obtain a copy of a signed non-disclosure agreement from each contract worker who may have access to sensitive and nonpublic information. The NDA format will be provided by the TOCO and submitted when requested. The Contractor shall report any violations of the requirements set forth in this paragraph to the TOCO.

5.23.2 Information Assurance (IA). All Contractor personnel and associated sub-Contractor personnel who require Government network access shall complete the DoD IA awareness training before issuance of network access and annually thereafter. All Contractor personnel working IA/IT functions must comply with DoD and service training requirements in DoDD 5144.02.01, DoD8570.01-M.

5.23.3 Enterprise Architecture. Not applicable

5.23.4 Protection of Information. Protected Health Information (PHI) and Federal Information Requirements (Revised May 23, 2017).

5.23.5 NOTE: Numbering for this section follows DHA PGI 224-1-90, Attachment 2, due to in text references.

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

This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance

Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the Contractor shall comply with the specific requirements set forth in this Section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein.

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

For purposes of this Section, the following definitions apply.

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDI 5400.11, DoD Privacy and Civil Liberties Programs, January 29, 2019 and DoDI 5400.11-R, Department of Defense Privacy Program, May 14, 2007.

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

DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoDM 6025.18, "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs," March 13, 2019, DoDI 6025.18, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs, March 13, 2019, and DoDI 8580.02, Security of Individually Identifiable Health Information in DoD Health Care Programs, August. 12, 2015.

Defense Health Agency (DHA) Privacy Office is the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Chief is the HIPAA Privacy and Security Officer for DHA.

2 Records Management

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

3 Freedom of Information Act (FOIA)

The Contractor shall comply with the following procedures if it receives a FOIA request

and immediately contact the DHA FOIA Officer for evaluation/action:

The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request preferably sent via the National FOIA Portal at: www.FOIA.gov. However, requesters may also submit requests via email at DHA.FOIA@health.mil ; or via postal delivery addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite 5101, Falls Church, Virginia 22042-5101. All FOIA requests shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Contract and/or Modification numbers must be included in all FOIA requests seeking DHA procurement records. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible and respond to DHA within ten working days.

In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference FOIA shall be immediately forwarded to DHA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 8.1.6, relating to individual rights of access to PHI.

4 Systems of Records

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

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, OMB Circular A-130, and Privacy Act of 1974 requirements applicable to contractors operating systems of records on behalf of federal agencies. The Contractor

shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

5 Privacy Impact Assessment (PIA)

If DHA data is stored on a Contractor owned system, a PIA is required from the Contractor.

6 Data Sharing Agreement (DSA)

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

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

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

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

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

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

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

7 (Applies if contract requirements may include human subject research)

This Contract incorporates by reference the Protection of Human Subject Research clause in the Defense Federal Acquisition Regulation Supplement (DFARS) at 48 CFR 252.235-7004. A separate DFARS provision, 48 CFR 235.072(e), requires that the clause be incorporated in contracts that include or may include research involving human subjects in accordance with 32 CFR 219, DoDI 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b), the clause applies to solicitations and contracts awarded by any DoD component, regardless of mission or funding Program Element Code. Thus, in the event a contractor participates in a study or demonstration project or other activity that involves human subject research, then the contractor shall comply with Protection of Human Subject Research clause. COs may not determine whether

an activity is exempt from human subject research requirements. If contractor activity appears to involve human subject research, then the contractor shall consult the DHA Privacy Office, which may contact the Research Regulatory Oversight Office in the Office of the Under Secretary of Defense for Personnel and Readiness (OUSD(P&R)).

8 Privacy Act and HIPAA Training

The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, and the federal regulations on confidentiality of substance use disorder patient records, 42 CFR Part 2. Refer to FAR 52.224-3 regarding specific requirements for Privacy Training appropriate to the Contractor's scope of involvement with DHA's PHI and its regulatory responsibilities as either a Covered Entity, or Business Associate.

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

9 HIPAA Business Associate Provisions

Business Associate – General Provisions

The Contractor meets the definition of Business Associate, and DHA meets the definition of a covered entity under the HIPAA Rules and the DoD HIPAA Issuances. Therefore, a Business Associate Agreement (BAA) between the Contractor and DHA is required to comply with the HIPAA Rules and the DoD HIPAA Issuances. The contractor shall use the DoD BAA, which shall be used by all organizational entities within the DoD, referred to collectively as the "DoD Components", located at, <https://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Privacy-Contract-Language/HIPAA-Compliant-Business-Associate-Agreement-for-the-MHS>. b.i. and (3)b.ii

10 Breach Response

[This paragraph 9 is inoperative, and all references herein to "paragraph 9" shall be deemed to refer to the TOM breach responses provisions, if the contract incorporates the TOM by reference

11 Definitions Related to Breach response

Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII; or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The foregoing definition is based on the definition of breach in DoDM 6025.18. Breaches are classified as either possible or confirmed (see the following two definitions) and as either cyber or non-cyber (i.e., involving either electronic PII/PHI or paper/oral PII/PHI).

A possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the contractor does not initially know whether or not the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can

be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the contractor that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the contractor. In determining whether unauthorized access should be suspected, the contractor shall consider at least the following factors:

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

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

An HHS breach is an incident that satisfies the definition of breach in Section 164.402 of the HIPAA Breach Rule. The text of the HHS definition states:

Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of this part [i.e. the HIPAA Privacy Rule] which compromises the security or privacy of the PHI.

HHS breach excludes:

Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a DoD covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule.

Any inadvertent disclosure by a person who is authorized to access PHI at a DoD covered entity or business associate to another person authorized to access PHI at the same DoD covered entity or business associate, or organized health care arrangement in which the DoD covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted the HIPAA Privacy Rule.

A disclosure of PHI where a DoD covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Except as provided in this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under this issuance is presumed to be a breach unless the DoD covered entity or business associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

The unauthorized person who used the PHI or to whom the disclosure was made; Whether the PHI was actually acquired or viewed; and

The extent to which the risk to the PHI has been mitigated.

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

Cybersecurity Maturity Model Certification (CMMC) - The CMMC (DFARS clause 252.204-7021) builds upon the NIST SP 800-171 DoD Assessment Methodology by adding a comprehensive and scalable certification element to verify the implementation of processes and practices associated with the achievement of a cybersecurity maturity level. The CMMC is designed to increase assurance to the DoD that federal contract information and DoD Controlled Unclassified Information is protected at a level commensurate with the risk.

The Task Order Contracting Officer will determine the level of CMMC contract requirements using the description of CMMC levels available here: <https://dodcio.defense.gov/cmmc/About/>.

The breach response requirements shall be followed for all unauthorized use or disclosure of information regardless of whether the information is PHI or solely PII.

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

The contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting

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

In the event of a cybersecurity incident not involving a PII/PHI breach, the contractor shall follow applicable DoD cybersecurity and NIST requirements, which include United States-Computer Emergency Readiness Team (US-CERT) reporting (see paragraph 9.3). If at any point a contractor finds that a cybersecurity incident involves a PII/PHI breach (possible or confirmed), the contractor shall immediately initiate the reporting procedures set forth below. The contractor shall also continue to follow any required cybersecurity incident response procedures and other applicable DoD cybersecurity requirements.

Contractors shall require subcontractors who discover a possible breach or cybersecurity incident to initiate the incident response requirements herein by reporting the incident to the contractor immediately after discovery. The time of that report to the contractor shall trigger the contractor's DHA Privacy Office reporting deadline (24 hours) under paragraph 9.3.2. If a cybersecurity incident is involved, the contractor's deadline for US-CERT reporting (1 hour) runs from the time the incident is confirmed. The contractor shall require the subcontractor to cooperate as necessary to meet these deadlines, maintain records, and otherwise enable the contractor to complete the breach response requirements herein. Alternatively, the contractor and subcontractor may agree that the subcontractor shall report directly to US-CERT and the DHA Privacy Office, and that the subcontractor shall be responsible for completing the response process, provided that such agreement requires the subcontractor to inform the contractor of the incident and the subsequent response actions.

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

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

12 Reporting Provisions

Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the contractor shall report it, within 1 hour of confirmation, to the US-CERT Incident Reporting System at

<https://forms.us-cert.gov/report/>, as required by the Department of Homeland Security (DHS).

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

Before submission to US-CERT, the contractor shall save a copy of the on-line report. After submitting the report, the contractor shall record the US-CERT incident reporting number, which shall be included in the initial report to the DHA Privacy Office.

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

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

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

The breach report form required within the 24-hour deadline shall be sent by e-mail to: DHA.PrivacyOfficer@health.mil. The contractor shall also e-mail the report to the CO, the COR and its usual point of contact at the applicable Program Office. Encryption is not required, because reports and notices shall not contain PII/PHI. If electronic mail is not available, telephone notification is also acceptable (at 703-275-6363), but all notifications and reports delivered telephonically must be confirmed in writing as soon as technically feasible.

Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense Form DD 2959 (Breach of PII Report), available at

<https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2959.pdf>

For non-cyber incidents without a US-CERT number, the contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The contractor shall coordinate with the DHA Privacy Office for subsequent action, such as beneficiary

notification, and mitigation. The contractor must promptly update the DD Form 2959 as new information becomes available.

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

13 Individual Notification Provisions

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

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

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

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

If media notice is required, the contractor will submit a proposed notice and suggested media outlets for the DHA Privacy Office review and approval (which will include coordination with the DHA Communications Division).

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

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

7 Publications

7.1. Applicable Publications

- 7.1.1. **Public Law:**
 - Public Law 91-596 Occupational Safety and Health Act of 1970
 - Public Law 104-191 Health Insurance Portability and Accountability Act of 1996
- 7.1.2. **Accreditation Manuals:**
 - The Joint Commission Comprehensive Accreditation Manuals (Current Edition)
- 7.1.3. **Defense Health Agency:**
 - DHA-AI 1000.01 Telework Program
 - DHA-AI 5210.01 Physical Security Program
 - DHA-AI 050 Accounting of Disclosures of Personally Identifiable Information (PII) and Protected Health Information (PHI)
 - DHA-AI 5015.01 Records Management Program
 - DHA-AI 5200.02 Information Security Program
 - DHA-AI 5200.03 Operations Security (OPSEC) Program
 - DHA-AI 5400.04 Personal Security Program
 - DHA-AI 5400.05 Child Care Background Check Program
 - DHA-AI-6025-08 Pain Management and Opioid Safety in Military Medical Treatment Facilities
 - DHA-AI 6025-32 Provision of Human Immunodeficiency Virus Pre=Exposure Prophylaxis for Persons at High Risk of Acquiring HIV Infection
 - DHA-PI 6000.03 Life Support Training Certification Requirements and Guidance
 - DHA-PI 6000-14 Standard Processes, Guidelines and Responsibilities of the DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS) Military Medical Treatment Facilities (MTFs)
 - DHA-PI 6010.02 MHS Prescription Drug Monitoring Program
 - DHA-PI 6015.02 Beneficiary Counseling and Assistance Coordinator (BCAC) and Debt Collection Assistance Officer (DCAO)
 - DHA-PI 6025.06 Standardized Templates for Primary Care Clinical Encounter Documentation
 - DHA-PI 6025-08 Pharmacy Enterprise Activity (EA)
 - DHA-PI 6025.20 Medical Management (MM) Program within the Military Health System (MHS)
 - DHA-PI 6025.26 Standard Processes for the Military Health System (MHS) Nurse Advice Line (NAL)
 - DHA-PI 6025.27 Medical Ethics in Military Health System
 - DHA-PI 6025.28 Standard Processes and Procedures for Communication of Laboratory and Radiology Results
 - DHA-PI 6025.33 Acupuncture Practice in Military Treatment Facilities
 - DHA-PI 6025.42 Routine Adult Transthoracic Echocardiogram (TTE) Standards for all Military Medical Treatment Facilities (MTFs)
 - DHA-PI 6040.42 Medical Coding of the DoD Health Record
 - DHA-PI 6410.01 Dental Sedation Medical Management
 - DHA-PI 6490.02 Mental Health (MH) Treatment and Outcomes Monitoring
 - DHA-PI 6490-15 Integration of Primary Care Mental Health (PCMH) Services into Patient-Centered Medical Home (PCMH) and Other Primary Care Service Setting within the Military Health System (MHS)
 - DHA-PM 6010.13-V1 Medical Expense and Performance Reporting System (MEPRS) for Fixed Military Medical and Dental Treatment Facilities (DTFs)

- DHA-PM 6015.01 Military Medical Treatment Facility (MTF) Uniform Business Office (UBO) Operations
- DHA-PM 6025.01 Primary Care Mental Health (PCBH) Standards
- DHA-PM 6025.13, Volumes 1-7 Clinical Quality Management in the Military Health System

7.1.4. **Department of Defense (DoD):**

- DoDD 5144.02 DoD Chief Information Officer (DoD CIO)
- DoDD 5205.2E DoD Operations Security (OPSEC) Program
- DoDD 5500.07 Ethics and Standards of Conduct
- DoDI 1100.22 Policy and Procedures for Determining Workforce Mix
- DoDI 1402.05 Background Checks on Individuals in DoD Child Care Services Programs
- DoDI 5200.02 DoD Personnel Security Program (PSP)
- DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card
- DoDI 5200.48 Controlled Unclassified Information
- DoDI 5400.11 DoD Privacy and Civil Liberties Program
- DoDI 6000.11 Patient Movement (PM)
- DoDI 6000.14 DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS)
- DoDI 6015.23 Foreign Military Personnel Care and Uniform Business Offices in Military Treatment Facilities (MTFs)
- DoDI 6025.5 Personal Services Contracts (PSCs) for Health Care Providers (HCPs)
- DoDI 6025.13 Medical Quality Assurance (MQA) and Clinical Quality Management in the Military Health System
- DoDI 6025.18 Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs
- DoDI 6040.40 Military Health System (MHS) Data Quality Management Control (DQMC) Program, December 27, 2019
- DoDI 6040.42 Management Standards for Medical Coding of DoD Health Records.
- DoDI 6040.45 DoD Health Record Life Cycle Management
- DoDI 6040.48 Personal Health Records (PHR) and Patient-Controlled Data
- DoDI 6055.01 DoD Safety and Occupational Health Program
- DoDI 6055.05 Occupational and Environmental Health
- DoDI 6205.02 DoD Immunization Program
- DoDI 8500.01 Cybersecurity
- DoDI 8580.02 Security of Individually Identified Health Information in DoD Health Care Programs
- DoDM 5200.01 Volume 1 Information Security Program: Overview, Classification, and Declassification
- DoDM 5200.02 Procedures for the DoD Personnel Security Program
- DoDM 5200.08 Volume 3 Physical Security Program: Access to DoD Installations
- DoDM 5210.42 Nuclear Weapons Personnel Reliability Program (PRP) Regulation
- DoDM 5400.7 DoD Freedom of Information Act
- DoDM 6025.18 Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in the DoD Health Care Program
- DoDM 6055.05 Occupational Medical Examinations: Medical Surveillance and Medical Qualification

7.1.5. Standard Forms:

- SF 30 Amendment of Solicitation/Modification of Contract
- SF 85 Questionnaire for Non-Sensitive 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 1449 Solicitation/Contract/Order for Commercial Products and Commercial Services
- SF 558 Medical Record – Emergency Care and Treatment
- SF 600 Medical Record – Chronological Record of Medical Care
- FD 258 FBI US Department of Justice Application Fingerprint Form

8 Technical Exhibit Listing

- 8.1 Technical Exhibit 1, Performance Requirements Summary
- 8.2 Technical Exhibit 2, Deliverable Schedule
- 8.3 Technical Exhibit 3, DoD Performance Locations and Networks
- 8.4 Technical Exhibit 4, Contract Worker Labor Category Titles
- 8.5 Technical Exhibit 5, DoD Contract Worker Standard Qualifications
- 8.6 Technical Exhibit 6, RESERVED
- 8.7 Technical Exhibit 7, DoD Type II Configuration Statement of Objectives (SOO)
- 8.8 Technical Exhibit 8, On and Off Ramp Procedures
- 8.9 Technical Exhibit 9, Market Analysis Report