

DRAFT PERFORMANCE WORK STATEMENT
MILITARY ENTRANCE PROCESSING STATION (MEPS)
FEE BASIS PROVIDERS

1 GENERAL

1.1 The contractor shall provide personal services for Fee Basis Providers (FBPs) who shall perform medical histories, physical examinations, reviews of required medical tests and documents pertaining to consultations and medical histories and on occasion determine whether an applicant meets the medical standards on applicants of the Armed Forces at 65 Military Entrance Processing Stations (MEPS) and one remote processing unit, located in Las Vegas, Nevada, herein referred to collectively as MEPS. Refer to Exhibit A for MEPS locations throughout the Continental United States (CONUS), Alaska, Hawaii, and Puerto Rico.

1.2 The contractor shall be fully responsible for all functions in providing fully qualified, professional FBPs to include, but not limited to, all aspects of advertising, recruiting, interviewing, hiring, verification and preparation of credential packets and placement of FBPs in the 66 MEPS locations ready to perform services in accordance with the period of performance dates under this contract. Performance of services shall be in accordance with this Performance Work Statement (PWS), the established principles and ethics of the medical profession. This is a personal services contract and is intended to create an employer-employee relationship between the Government and the individual Fee Basis Providers (FBPs) only to the extent necessary for providing the services for physical medical examinations and testing as required under this contract. The performance of these services by the individual FBPs under a personal services contract are subject to day-to-day performance oversight and control by the MEPS Chief Medical Officer (CMO) or designated representative comparable to that exercised over military and civil service providers engaged in comparable services. The day-to-day performance oversight and control shall include FBP participation in a local medical peer review in accordance with USMEPCOM Regulation 40-2, Medical Services Provider Quality Management Program (PQMP). Any personal injury claims alleging negligence by the individual FBPs within the scope of the FBP's performance of the personal services contract shall be processed by Department of Defense (DoD) in the same manner as claims alleging negligence by DoD military or civil service providers. The contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the FBP may be associated. The authority for this contract is 10 United States Code 1089 and 10 United States Code 1091.

1.3 BACKGROUND. The mission of USMEPCOM is to process applicants for the Armed Forces of the United States. The Command administers medical examinations annually at 66 MEPS locations to support the mission of the Armed Forces' recruiting services for the Departments of the Army, Navy, Air Force, Marine Corps, Coast Guard and other federal organizations. Each MEPS employs one government physician known as the MEPS CMO. The CMO works under the supervision of the MEPS Commander. Several larger MEPS also have assistant CMOs (ACMOs) which are also government physicians. FBPs supplement these government physicians based on the daily workload of applicants being processed at each individual MEPS. CMOs, ACMOs and FBPs (profilers) use their professional training and judgment to apply medical qualification standards set forth by DoD policy in order to certify that, in their professional opinion, applicants either meet or fail to meet set medical standards. The certification that applicants meet medical standards is then transmitted through the MEPS Commander to the Armed Forces.

1.4 SCOPE OF WORK. The Contractor shall provide qualified, professional personnel to perform the following services: medical pre-screening; medical histories; physical examinations; reviews of required medical tests and documents pertaining to consultations and medical histories; assessing applicant medical documentation and rendering their medical opinion on an applicant's medical qualification for serving in the Armed Forces. This shall be in accordance with qualification standards set forth by DoD policy under the general supervision of the MEPS CMO or designated representative. The contractor shall also provide medical expertise in the MEPS medical department during CMO and ACMO absences, if authorized as a Fee Basis CMO (FB-CMO) under the guidance of the MEPS Commander and/or MEPS Operations Officer. When performing as the FB-CMO, the FBP shall attend the local inter-service recruiting council meeting as required to discuss MEPS specific medical issues when

requested by the MEPS Commander. The FB-CMO shall provide technical advice and guidance to the MEPS medical department when requested by the MEPS Commander or medical staff. Medical processing questions shall be directed to a HQ USMEPCOM physician.

1.4.1 The FB-CMO shall be a qualified, Defined Provider Category (DPC) Level 4 physician approved by the USMEPCOM Command Surgeon/J-7/Medical Director (or designated representative) and USMEPCOM Regulation 40-2, to serve as a FB-CMO. While serving in the role of FB-CMO, the FB-CMO shall provide medical/technical guidance in the MEPS or processing site medical department in conjunction with the MEPS Operations Officer, leading the local medical peer review, requesting consultations, and attending meetings as requested by the MEPS Commander. The FBP shall not have the authority to supervise or give administrative direction to MEPS or processing facility personnel.

1.4.2 The contractor shall comply with USMEPCOM Regulations 40-1, Medical Services, Medical Qualification Program, 40-2, Medical Services PQMP, and other DoD and USMEPCOM policies and procedures. The contractor shall comply with all applicable laws, rules and regulations, including but not limited to those included in Section 6 of the PWS.

1.5 The MEPS Commander will serve as the administrative authority, but all medical processing questions shall be directed to a HQ USMEPCOM physician. Contract employees consult with the CMO/ACMOs as needed, and with colleagues to develop knowledge and apply agency policies and practices to new matters. His/her work shall be reviewed by the government personnel for technical adequacy and conformance with procedures and practices applicable to laws, rules and regulations, and government reviews/evaluations shall be forwarded to the Contractor on a regular basis to ensure Contractor has sufficient feedback for proper supervision and control of the contract employee.

1.6 Medical Malpractice for Personal Services. Title 10, Section 1089, USC, Defense of Certain Suits Arising Out of Medical Malpractice, shall apply to personal injury lawsuits filed against FBPs based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. This personal services relationship is solely between the Government and FBPs and does not include the prime contractors. Therefore, prime contractors are responsible for their own insurance and liability of any type. FBPs are not required to maintain medical malpractice liability insurance while performing services under this contract.

1.7 SAFETY REQUIREMENTS. The Contractor shall maintain safety and health standards compliant with requirements of the Occupational Safety and Health Administration (OSHA).

1.7.1 CRIME CONTROL ACT OF 1990. No performance under this contract will be allowed without full compliance with the Crime Control Act of 1990 and Department of Defense Instruction 1402.5 dated 19 January 1993. All FBPs having access to Government computer systems and/or providing care to children (17 years of age and under) must be subject of a favorable background investigation/national agency check to be processed by the Government with their credentials package. Background checks will be based on fingerprints of FBPs obtained by a law enforcement officer or at a FBPs local MEPS and inquiries will be made, based on the Standard Form 85 and Optional Form 306 completed by the FBP through the Federal Bureau of Investigation (FBI). Completed Standard Forms 85 and Optional Form 306 and two fingerprint cards will be submitted to USMEPCOM by the Contractor in the FBP's credential package. The contractor shall ensure that FBPs comply with required background check requirements and timelines as established by the Electronic Questionnaires Processing system.

1.8 If the Contractor receives or discovers information that a Contractor employee has been arrested or charged with a criminal offense that could result in license or certification suspension or revocation, or disqualification/denial of a satisfactory background check review under DODI 1402.5, the Contractor shall not allow or permit the employee to work until the Contracting Officer determines that the return of the Contractor employee to the work site is appropriate. Examples of such offenses include, but are not limited to, offenses of moral turpitude; harm to a child; acts of physical or domestic violence; illegal possession or use of a weapon; reckless and negligent driving; driving under the influence of alcohol or drugs; or possession or use of a controlled substances. The Contractor shall notify HQ-J7 Contracting Officer Representative (COR) within 24 hours of discovery.

1.9 SECURITY REQUIREMENTS. The Contractor and any FBPs working in the MEPS shall adhere to the MEPS local policies regarding the security of applicant information.

1.10 Contractor Orientation. All contractor employees shall make an effort to complete a MEPS orientation visit, prior to performing services under this contract. MEPS orientation must occur within five (5) duty days of beginning work at the MEPS or processing site. The purpose of this visit is for the FBP to become familiar with the MEPS environment and medical processes, it is not intended to be an interview.

1.11 FBP Meeting Attendance. Contractor employees shall attend local professional medical/staff meetings and participate in peer review and clinical quality control/performance improvement activities, to include review and evaluation meetings dealing with medical applicant processing.

1.12 Communication. Contractor employees shall maintain open and professional communication with members of the MEPS staff, customers, and other contractor employees. The COR will report MEPS complaints in writing to the KO for action. MEPS complaints will be considered a performance failure. The contractor shall resolve all substantiated complaints immediately upon notification of the complaint, and no later than the suspense date provided by the KO, or designated representative. The Contractor shall ensure effective interface and communication with government personnel to ensure no interruption of services or government mission.

1.13 Neither the Contractor nor any of its FBPs shall disclose or cause to disseminate any information concerning operations of military activities. Such action(s) may result in violation of the contract and possible legal actions.

1.14 All inquiries, comments or complaints arising from any matter observed, experienced, or learned 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 contracting officer.

1.15 The Contractor shall only conduct business with designated government personnel listed as points of contact (POCs). The Government will provide names, e-mail addresses, and phone numbers of authorized personnel to the Contractor, in writing, within 10 days of contract award and updated as necessary throughout the contract period. Information will be given to the contractor upon any changes of POCs.

1.16 U.S. Government records, copies of original results and reports, verified original data, corrected data, and corrected supporting final reports are maintained by USMEPCOM and remain the property of the U.S. Government. These files/results, such as PQMP credentials paperwork, licenses, applications, resumes, letters of recommendation, certified true copies of diplomas, Basic Life Support (BLS), prime source verification, and licensure reports, must be surrendered to the COR upon contract expiration, completion, or termination.

1.17 Trusted Associated Sponsorship System (TASS)

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

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

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

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

1.17.5 In-processing Requirements. The FBPs are prohibited from performing services under this contract absent compliance with the in-processing requirements set forth below.

1.17.6 The USG will sponsor the contract FBP's for an Army Knowledge Online (AKO) account. All CSP e-mail addresses will identify them as a Contractor and use the format firstname.lastname.ctr@us.army.mil. The USG will discontinue the AKO when the FBPs no longer require access.

1.17.7 The USG TA will send a notice through the TASS to the AKO e-mail address provided IAW the above requirement. The FBPs user ID and password will be provided in the e-mail and will be require a change at first login. In the event the e-mail message is not received, the Contractor may request the username and password from the TA and proceed to the website <https://www.dmdc.osd.mil/tass> to complete the process.

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

1.17.9 The application will be accepted, returned, or rejected by the TA. Notice as to whether the application has been accepted, returned or rejected will be provided to the individual's e-mail address provided within 48 hours after submission. If the application is returned or rejected, the contract service provider shall contact the TA and comply with the TA's guidance to attempt to correct and resolve the issues.

1.17.10 Upon approval of the application, the contract service provider shall receive an e-mail sent to the address provided stating the Common Access Card (CAC) application was approved and to proceed to the Verifying Office (VO) with two photo IDs to obtain a CAC. For CAC issuance, a DD2842 must be completed and taken by the individual with two forms of picture ID. The e-mail will contain a URL to download the form. Acceptable forms of ID to include: Driver's License, Military ID, contractor Company ID with picture and expiration date, charge card with picture imprinted, and passport.

1.17.11 Revalidation Requirements. The TA is required to revalidate all contract service providers, in the DEERS/RAPIDS System, every 6 months. In the event revalidation is denied, the CAC credentials shall be revoked and the Card will not be useable to login.

1.17.12 Out-processing Requirements. When a contract service provider's performance under this contract ceases, the contractor or FSO shall provide written notice to the TA. The TA will remove the contract service provider from the DEERS/RAPIDS System. The contractor shall ensure the contract service provider's CAC is turned in to the Government IAW the out-processing procedures and further guidance from the KO.

1.17.13 The contractor is responsible for absences of their employees due to expired identification and access documents. Such absences shall not relieve the contractor of its obligation to perform the services required under this contract. The contractor shall immediately report any lost or stolen badges to the COR.

1.18 An Identification (ID) badge or Common Access Card (CAC) will not be issued until the provider has been fingerprinted and complete documentation has been submitted to the appropriate Security Manager(s), as required by the government. Upon award of the contract, the Contractor will immediately contact the COR for information needed to access the installations/MEPS initially. If a background investigation results in an unfavorable finding; or if an excessive amount of time (2 months) is taken to complete and submit required information or corrections to a background investigation application, the KO will notify the Contractor and the provider will not be granted access to the MEPS, will not be able to perform services at the MEPS, and must return all identification badges, CAC cards, and other items previously issued by the government.

a. In-processing Requirements. Contractor personnel are prohibited from performing services under this contract absent compliance with the in-processing requirements set forth below.

1. For every contract service provider, the FSO shall provide the following information to the TA for input into the

DEERS/RAPIDS System:

- (a) Last Name
- (b) First Name
- (c) Middle Name
- (d) Social Security Number
- (e) Date of Birth
- (f) E-mail Address (may be either the e-mail address of the incoming individual or the FSO).

2. The contract service provider shall have an Army Knowledge Online (AKO) account in order to submit the application. AKO registration may be accessed via <https://www.us.army.mil>

3. The DEERS/RAPIDS Systems will send a notice to the e-mail address provided IAW the above requirement, in which the contract service provider's user ID and password are provided. In the event the e-mail message is sent to the FSO, the FSO shall notify the contractor of the provider's user ID and password.

4. The contract service provider shall log into the DEERS/RAPIDS System, and submit an application for acceptance into the System, using the user ID and password provided.

5. The application will be accepted, returned, or rejected by the TA. Notice as to whether the application has been accepted, returned or rejected will be provided to the individual's e-mail address provided within 48 hours after submission. If the application is returned or rejected, the contract service provider shall contact the TA and comply with the TA's guidance to attempt to correct and resolve the issues.

6. Upon approval of the application, the contract service provider shall receive an e-mail sent to the address provided stating the Common Access Card (CAC) application was approved and to proceed to the Verifying Office (VO) with two photo IDs to obtain a CAC. For CAC issuance, a DD2842 must be completed and taken by the individual with two forms of picture ID. The e-mail will contain a URL to download the form. Acceptable forms of ID are: Driver's License, Military ID, Contractor Company ID with picture and expiration date, VISA charge card with picture imprinted, and passport.

b. Revalidation Requirements. The TA is required to revalidate all contract service providers, in the DEERS/RAPIDS System, every 6 months. In the event revalidation is denied, the CAC credentials shall be revoked and the Card will not be useable to login.

c. Out-processing Requirements. When a contract service provider's performance under this contract ceases, the contractor or FSO shall provide written notice to the TA. The TA will remove the contract service provider from the DEERS/RAPIDS System. The contractor shall ensure the contract service provider's CAC is turned in to the Government IAW the out-processing procedures and further guidance from the Center for Health Care Contracting. During contract transition period, the contractor shall organize, plan, recruit personnel, train, mobilize, develop policies and procedures, and accomplish all administrative actions necessary to commence performance of the services at the start of the basic contract period.

1.18.1 When requested by the COR, FBPs shall complete and submit a DD Form 2875 (System Authorization Access Request) to the Contractor for inclusion in their initial credentials package in order to obtain access to USMEPCOM electronic applicant medical information and any other data. HQ USMEPCOM requires a new DD Form 2875 for every system that a FBP might access.

1.19 IDENTIFICATION OF PRIVACY ACT. This contract requires the development of a system of records in accordance with the Privacy Act of 1974.

1.20 Closures. During anticipated closure of the facility due to declared training, holidays, unplanned closure of the facility due to natural disasters, military emergencies, severe weather, or otherwise, the provider will only be paid for the actual hours that were worked.

1.21 If required by the MEPS, the Contractor shall have sufficient qualified personnel available so that all services are provided in the event a provider scheduled to work becomes ill, resigns, or is otherwise unavailable to work. The substitutes/replacements shall have at least the minimum qualifications required for the DPC Level requested.

1.22 TRANSITION/PHASE-IN PERIOD. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have key personnel available during the 2-month transition period to perform recruitment, hiring, credential processing, training and obtaining signed FBP contracts. During the transition period, the Contractor shall become familiar with physical screening examination requirements in order to commence full performance of services on the contract start date. The Contractor shall tour a MEPS medical section chosen by the COR for the purpose of understanding USMEPCOM accession medical mission.

1.23 CONTRACT PHASE-OUT PERIOD. The phase out transition will occur at the end of the period of performance and will include the disposition of Government-furnished equipment used by contractor employees and providers and the efforts listed in the preceding subparagraphs. If the KO requires additional phase out efforts by the incumbent in transitioning a successor contractor, FAR Clause 52.237-3, Continuity of Service, may be invoked and associated costs will be negotiated in accordance with the terms of this clause at that time.

1.24 HEALTH AND IMMUNIZATION REQUIREMENTS. All FBPs performing health care services under this contract shall comply with the Health and Immunization requirements identified below at the time of initial application request to perform accession medical services at the MEPS. Health and immunization documents for new providers will be submitted with the initial credentials package. The contractor shall provide complete verification of updated health and immunization requirements every two years as specified for all Fee Basis Providers from the date the provider was initially qualified, 95% of providers shall meet the 2 year standard. Health and Immunization documents shall be submitted to the COR not later than five business days from when updates to these documents are received (see Exhibit D for Immunization Status Format):

1.24.1 Medical Evaluation. No FBP shall perform services under this contract unless a medical evaluation has been performed not more than sixty (60) calendar days prior to submission of credentials, 95% of FBPs shall have met this standard prior to submission of credential packages. The purpose of this medical evaluation is to determine if the individual, from a medical standpoint, possesses the minimum physical abilities needed to perform the proposed job without significant risk to personal health or the health and safety of others.

1.24.2 As a minimum, the individual shall be free of any medical conditions which might reasonably be expected to place other workers, patients, or the public at risk. Not later than five (5) days prior to the commencement of performance of services under this contract by any employee, the contractor shall provide certification to the COR that such employees have completed the medical evaluation requirements identified below. This certification shall state the date on which the examination was completed, the doctor's name that performed the examination, and a statement concerning the physical health of the individual.

1.24.2.1 The Contractor shall ensure all FBPs performing applicant physical examinations under this contract receive an occupational physical examination at the contractor's expense prior to commencement of services. The contractor shall provide the COR an occupational physical examination certificate with the packages submitted for initial application and every two years thereafter for each FBP who will provide services. The certification shall state the date on which the physical examination was completed along with the name and signature of the physician who performed the examination. For the purposes of this paragraph an occupational physical examination primary purpose is to establish a baseline record heavily weighted on an individual reported state of health and includes a review of immunizations (paper record or laboratory). An occupational physical examination administered more

than 6 months prior to the submission to USMEPCOM will not be considered adequate. Along with the baseline record of reported state of health, the physical examination shall include the following:

1.24.2.2 A history to show that the provider has completed a primary series of immunization with tetanus and diphtheria toxoids, a history of a one-time Tdap adult booster and that a booster dose (Td or Tdap) is current (within the past 10 years in accordance with CDC guidelines).

1.24.2.3 A test for the Hepatitis (Type B) virus with documentation of the results. A profile shall be established to show immune status to Hepatitis. Non immune Health Care Workers (lacking anti HB(c) or anti HB(s) shall be required to complete an immunization series with a Hepatitis B vaccine (e.g., Recombivax, Engerix) within 6 months of initiation and shall be tracked by the contractor and reported to the COR. A FBP may decline a Hepatitis B vaccination but must sign a declination letter on contractor letterhead which the contractor will submit to the COR not later than 10 days after FBP signs the declination letter. The letter must state the provider understands that due to his/her occupational exposure to blood or other potentially infectious materials the provider may be at risk of acquiring Hepatitis B virus (HBV) infection along with statement that "I decline Hepatitis B vaccination at this time.", "I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.", and "If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I will follow my employer's policies for receiving the vaccination series." See Exhibit G, Hepatitis B algorithm regarding documentation needed to meet this requirement. The documentation of Hepatitis B immunity is only required at initial application.

1.24.3 All contract FBPs shall receive an annual influenza immunization, unless there is a documented medical or religious reason not to be immunized. The contractor is responsible for ensuring its FBPs receive an influenza immunization as it will not be provided by the Government. The contractor shall provide evidence of annual immunizations or the physician's declination statement to the COR. The influenza immunization shall become mandatory if a contract FBP becomes ill with influenza.

1.24.4 Contractor's FBPs shall be screened for tuberculosis by a tuberculin skin test using the Mantoux technique or TB blood tests (CDC standard). A skin test result of 10 mm of induration or more will require a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of induration or more will require documentation providing an assessment of the patient (status of infection active, inactive; need for preventive treatment or not as determined by age) and the contractor shall furnish proof of treatment from the examining physician if requested. If FBP has a history of Bacillus Calmette Guerin (BCG) vaccination, TB blood tests are recommended as those tests are not affected by prior BCG. See Exhibit H, TB algorithm for required documentation. TB testing is only required for initial application.

1.24.5 If all of the immunizations and tests set forth in the preceding paragraphs have not been completed for the incumbent providers (providers already qualified by USMEPCOM prior to the beginning of this contract) the contractor shall provide a schedule not to exceed 6 months. The six (6) months shall start from the initiation of the new contract. The contractor shall issue a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the contractor must provide an updated and complete certificate.

1.24.6 All contract FBPs performing under this contract, who experience a parenteral (e.g., needle stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or other body fluids, shall receive prompt treatment in accordance to the procedures detailed in USMEPCOM Regulation 40-9, Blood Borne Pathogen Program.

1.24.7 Unless there is a documented medical or religious reason not to be immunized, failure to meet the requirements stated herein, or when test results determine a FBP has a contagious disease, the Contracting Officer may, upon the advice of the Command Surgeon or his/her designee, determine that such FBP is not an acceptable individual to perform services under this contract.

1.24.8 If, in the opinion of the evaluating medical practitioner, the individual is found to be qualified for duty, the

medical statement shall include the following wording: “(NAME OF EMPLOYEE) possesses the minimum physical abilities to perform the proposed duties of a Fee Basis Provider. He/she has documented proof of immunization against/immunity to rubella, and Hepatitis B and does not have an active infectious condition which might place others at risk.” If, in the opinion of the evaluating medical physician, the individual does not possess the minimum capabilities needed to perform the proposed job or does not meet the conditions of employment or will pose a risk to others, the medical statement shall contain the following wording: “For medical reasons, (NAME OF EMPLOYEE) is not qualified for a position as a FBP.” Certification shall be provided to the KO and COR.

1.24.9 Removal of Providers. At any time during the performance of this contract, the KO or COR may direct the Contractor to remove any provider whose actions or impaired state raises reasonable suspicion that clear and present danger of physical harm exists to an applicant, other providers, and government personnel or to the impaired individual. This provision will be used in emergencies only and not for bringing performance issues or other non-urgent concerns to the attention of the Contractor.

1.24.10 If the need for a removal occurs, the COR will contact the Contractor 's point of contact and direct the Contractor to remove that individual from the MEPS and to not use that individual to perform any services required under this contract until the issue has been resolved by the KO. A review of the basis for removal will be made by the KO within 3 working days after the COR directed the removal.

1.24.11 If, after any investigation deemed necessary by the KO and discussions with the Contractor’s representative, the KO concludes that the provider's impairment requires permanent removal from performance under the contract, the KO will notify the Contractor that permanent removal is required. In the event of disagreements between the government and the Contractor’s representative concerning matters of impaired providers, the decision of the KO will be final. During the period between the removal and the final decision of the KO, the Contractor shall agree to provide a backup/replacement provider IAW the terms and conditions of this contract.

1.25 RUBBER STAMP. The Contractor shall ensure FBPs providing accession medical services under this contract have a rubber stamp containing their full name, degree, title, and company name. The stamp shall be placed on all forms and documentation having the FBP’s signature. The stamp should only be one line due to space limitations on the applicant’s medical record.

EXAMPLE:

Jane J. Jones, MD, FBP

2. DEFINITIONS AND ACRONYMS:

2.1 DEFINITIONS

2.1.1 ACCESSION MEDICINE. A phrase coined by J-7/MEMD to epitomize the activities of USMEPCOM centered on evaluating the suitability of the moral, physical and mental condition of prospective applicants for entry in to military service. Accession medicine is unique to the USMEPCOM medical departments for performing accession medical services. USMEPCOM accession medicine physicians ensure accession standards as defined in the Department of Defense Instruction (DODI) 6130.03 are applied appropriately for each applicant.

2.1.2 ACCESSION MEDICAL SERVICES. USMEPCOM medical services provided during the medical examination processing of applicants for the Armed Services. Medical services include but are not limited to prescreen reviews of applicant medical history, medical history interviews, physical screening examinations, reviews of medical test results, determinations of whether an applicant does or does not meet accession medical standards, physical inspections, and overseeing MEPS medical department regulatory compliance.

2.1.3 ASSISTANT CHIEF MEDICAL OFFICER (ACMO). Government service physician located at larger MEPS

in the medical department. The ACMO uses their professional training and judgment to apply medical qualification standards set forth by the Department of Defense policy. ACMOs are approved to perform accession medical services in a MEPS by the USMEPCOM Command Surgeon/ J-7/Medical Director (or designated representative) and medical determinations of ACMOs are subject to review by HQ USMEPCOM physicians.

2.1.4 CHIEF MEDICAL OFFICER (CMO). Government service physician responsible for medical operations at each MEPS or processing facility. The CMO uses their professional training and judgment to apply medical qualification standards set forth by the Department of Defense policy. The CMO is supervised by the MEPS Commander who has complete authority, within the rules and regulation of the USMEPCOM, to direct the CMO regarding administrative matters. CMOs are approved to perform accession medical services in a MEPS or processing facility by the USMEPCOM Command Surgeon J-7/Medical Director (or designated representative) and medical determinations of CMOs are subject to review by HQ USMEPCOM physicians.

2.1.5 CONTRACTOR. The term as used in this contract refers to the prime.

2.1.6 CONTRACTING OFFICER (KO). A person with authority to enter into contracts; administer, or terminate contracts. Make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to monitor contractor performance. 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.

2.1.8 Defined Provider Category (DPC). DPC levels are a sequential process whereby providers are assigned performance levels based on provider experience knowledge and ability. There are four DPC levels of assignment which are granted for contract providers. Levels range from DPC-1 through DPC-4.

2.1.8.1 DPC-1

a. Applies to new providers working under the direct supervision of a government physician during initial accession medical training. A provider must be approved for DPC-1 prior to working at a MEPS. Approval for DPC-1 is based on a J-7/MEMD review of a providers professional credentials.

b. When working in a DPC-1 status, the provider's performance will be under close review by his/her clinical supervisor for clinical competence as well as for compliance with the MEPS policies and procedures.

c. Once the DPC-1 training and evaluation is completed, requests for assignment to DPC 2 shall be submitted to J-7/MEMD as described in Chapter 4.

2.1.8.2 DPC-2

a. Providers completing DPC-1 training are qualified for DPC-2. Supervising government physicians will seek approval from the J-7/MEMD for progression from DPC-1 to DPC-2 by submitting a request to J-7/MEMD. Providers designated as DPC-2 may include physicians, certified nurse practitioners, and physician assistants who are capable of performing medical history interviews and accession physical examinations without supervision. DPC-2 providers are not qualified to assess medical accession standards in order to assign applicant profiles, and they cannot serve as a Fee Basis CMO (FB-CMO) under this contract.

b. Certified nurse practitioners and physician assistants cannot independently assign applicant profiles so they can only qualify for DPC-1 or DPC-2. DPC-2 Physicians are qualified to proceed with training to sequentially obtain DPC-3 and DPC-4 levels.

c. For physicians, DPC-2 is normally a temporary assignment of six months or less in which the provider, newly trained in accession medicine, gains proficiency in performing accession medicine physical examinations, and learns the elements of accession medical standards.

d. Once the DPC-2 training and evaluation is completed, requests for assignment to DPC 3-4 shall be submitted to J-7/MEMD per Chapter 4.

2.1.8.3 DPC-3

a. Physicians designated as DPC-3 are qualified to profile applicants by applying accession medical standards to determine applicant medical qualifications. DPC-3 does not include supervisory responsibilities associated with CMO, ACOMO, and FB-CMO roles.

b. FBP physicians are expected to become proficient in the application of accession medical standards to determine suitability of applicants for military service, and progress from DPC-2 to DPC-3 during their initial six month period of employment with a minimum of 80 hours of FBP service. FBP's who are unable to assimilate and master profiling abilities and remain at DPC-2 for more than six months will be evaluated by the MEPS CMO and receive a performance evaluation advising either retraining or other continued employment recommendations in order to meet the terms of this contract. MEPS will submit documentation to the COR for all performance issues.

2.1.8.4 DPC-4

a. The supervising government physician may recommend advancement of a DPC-3 FBP to DPC-4 status by submitting a request to J-7/MEMD, asking approval from the PQMP for progression from DPC-3 to DPC-4. Under the FBP contract, DPC-4 FBPs can be scheduled as FB-CMOs. During vacancies or absences of the CMO, and the ACOMO, as applicable, a FB-CMO provides medical expertise to the MEPS as the on-site clinical expert.

b. DPC-4 duties include compiling medical histories, conducting physical screening examinations, reviewing medical test results, documents, and consultations, and serving as the subject matter expert for medical questions, including providing technical advice and guidance to the MEPS Commander and all medical staff to achieve the ultimate level of quality and service in processing applicants for military service. DPC-4 physicians will consult with J-7/MEMD physicians for assistance with applicant processing when regulatory guidance does not provide clear solutions.

2.1.9 FEE BASIS CHIEF MEDICAL OFFICER (FB-CMO). A FBP (contract employee) who is assigned for a specified work day as the temporary CMO when the CMO is absent and the MEPS does not have an ACOMO available. A FB-CMO must be a physician assigned and approved by USMEPCOM for DPC-4. FB-CMO will accomplish medical histories; physical medical examinations; reviews of required medical tests and documents pertaining to consultations and medical histories; assessments of applicant medical documentation and render their medical opinion on an applicant's medical qualification for serving in the Armed Forces. FB-CMOs apply set DOD medical standards when determining medical qualifications. When medical standards are unclear or ambiguous regarding the medical qualifications of an applicant the FB-CMO will consult with a HQ USMEPCOM physician. When performing as the FB-CMO, the FBP shall attend the local inter-service recruiting council meeting as required to discuss MEPS specific medical issues when requested by the MEPS Commander

2.1.10 FEE BASIS PROVIDER (FBP). Medical Doctor (MD) or (Doctor of Osteopathy (DO), Physician Assistant (PA), or Certified Nurse Practitioner (CNP), all of which are contract employees, who conduct enlistment physical medical examination screenings at a MEPS.

2.1.11 MEDICAL EXAMINATION (FULL). A full medical examination which includes profiling and contains all required basic elements, including the evaluation of consultation and/or medical letters.

2.1.12 MEDICAL COMMUNICATIONS. Integrates, fields and supports a comprehensive medical information

system, enabling lifelong electronic medical records.

2.1.13 **MEDICAL EXAMINATION (“INSPECT”)**. Reassessment of an applicant’s recent medical history and current physical condition, if more than 72 hours have elapsed since last MEPS medical evaluation when entering active duty or more than 30 days to enter the delayed entry program.

2.1.14 **MEDICAL MISSION FAILURE**. A term that describes the situation where a MEPS orders a fee basis provider and the vendor does not fill this order.

2.1.15 **MEDICAL NON-COMMISSIONED OFFICER IN CHARGE (NCOIC)/ SUPERVISORY MEDICAL TECHNICIAN (SMT)**. Individual (Government employee) responsible for the administrative operation of the MEPS medical department.

2.1.16 **MILITARY ENTRANCE PROCESSING STATION (MEPS)**. DOD activity responsible for administering aptitude tests, medical examinations and administrative processing of Armed Forces applicants.

2.1.17 **MILITARY TIME** is on a 24 hour clock, i.e.:

8:00 am – 0800
9:10 am – 0910
Noon – 1200
8:00 pm – 2000
9:10 pm – 2110
Midnight – 2400
12:01 am – 0001

2.1.18 **MILITARY DATES** are written by placing the four digits of the year, followed by the two digits of the month, followed by the two digits of the day, i.e.:

September 2, 2008 – 20080902
September 10, 2008 – 20080910

2.1.19 **NON-PROFILER**. FBP who does not sign for physicals. Non-profilers do not hold as much responsibility as Profiler’s and are assigned to DPC-1 and DPC-2 levels only

2.1.20 **PERSONAL SERVICES CONTRACT**. A personal services contract is defined in the Federal Acquisition Regulation (FAR), Subpart 37.104, Personal Services Contracts, as a contract that is characterized by the employer-employee relationship it creates between the Government and the contractor’s personnel. FBPs providing services under this contract will render personal services to the Government and are subject to the relatively continuous supervision and control of a Government officer or employee. Supervision and control is the process by which the individual FBPs receive technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract. All other employer/employee duties and responsibilities (payroll, etc.) remain the responsibility of the prime contractor. Personal services contracts are entered into under the authority of Section Title 10, Section 1091, United States Code (USC), Personal Services Contracts.

2.1.21 **PHYSICAL SECURITY**. Actions that prevent the loss or damage of government property.

2.1.22 **PROFILER**. Government physician or FBP physician who are approved to profile and are assigned to at least DPC-3 per USMEPCOM Regulation 40-2. FBP must work at the MEPS or processing facility for at least 80 hours and receive a recommendation from a MEPS CMO in order to be considered for profiling (DPC-3). The 80-hour requirement shall be completed in addition to the 40-hour initial training requirement under DPC-1, unless an exception to policy is requested by the CMO and approved by J-7. FBP will accomplish medical histories; physical examinations; reviews of required medical tests and documents pertaining to consultations and medical histories;

assessments of applicant medical documentation to render a medical opinion on an applicant's medical qualification for serving in the Armed Forces. This will be accomplished by using qualification standards set forth by Department of Defense policy under the general supervision of the MEPS CMO or designated representative.

2.1.23 FBP NON-PROFILER PHYSICIAN: FBP physician that does not have profiling assigned and cannot render a medical opinion on an applicant's medical qualification for serving in the Armed Forces. FBP will accomplish medical histories; physical examinations; reviews of required medical tests and documents pertaining to consultations and medical histories.

2.1.24 FBP NON-PROFILER NON-PHYSICIAN: FBP Physician Assistant or Certified Nurse Practitioner that does not have profiling responsibilities and cannot render a medical opinion on an applicant's medical qualification for serving in the Armed Forces. FBP will accomplish medical histories; physical examinations; reviews of required medical tests and documents pertaining to consultations and medical histories and not progress beyond DPC-2.

2.1.25 PROFILING. A system for classifying individuals according to functional abilities. It is based primarily upon the function of body systems and their relation to military duties. It is applicable for physical exams for enlistment, appointment or induction, and is used to specify whether an applicant meets the relevant physical standards or not.

2.1.26 PROVIDER QUALITY MANAGEMENT PROGRAM (PQMP). USMEPCOM program which provides technical management and quality oversight of the medical provider pool. The PQMP includes prior to hire, an initial professional review; training of medical providers in the specialized area of accession medicine; and maintenance of quality performance.

2.1.27 INITIAL PROFESSIONAL REVIEW PROGRAM. The Initial Professional Review Program provides the qualification process resulting in a provider being granted tiered permissions and responsibilities to provide accession medical services designated by DPC levels. Qualification includes official review and acceptance of an individual's professional credentials as certified by a national agency or association deemed acceptable to USMEPCOM in order to assure the public that the medical professional has successfully completed an approved educational program and is professionally licensed to practice medicine in at least one state. Providers qualified as DPC-1 (entry level) are eligible acceptable to work under the FBP contract for their employer once the provider signs a personal services contract associated with the FBP contract.

2.1.28 INITIAL TRAINING PROGRAM. The Initial Training Program provides standardized training for new CMOs, ACMOs and FBPs in order to educate the new provider in accession medical services. Clinical Operations Division physicians will document training requirements in a PQMP Training Standard Operation Procedure (SOP) located on the USMEPCOM intranet which includes but is not limited to training on policies in DOD Instruction (DODI) 6130.03, Medical Standards for Appointment, Enlistment, or Induction in the Military Services; USMEPCOM Regulation 40-1, Medical Processing and Examinations; USMEPCOM Regulation 40-8, Department of Defense (DOD) Human Immunodeficiency Virus (HIV) Testing Program and Drug and Alcohol Testing (DAT) Program; and USMEPCOM Regulation 40-9, Blood borne Pathogen Program.

2.1.29 QUALITY PERFORMANCE MAINTENANCE PROGRAM. The Quality Performance Maintenance Program provides recurring reviews, assessments, feedback, and sustainment training to ensure a quality medical program and continued quality performance of the USMEPCOM medical provider pool.

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

2.1.31 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). Identifies the metrics to measure success of the overall contract performance.

2.1.32 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end

product or service shall meet contract requirements.

2.1.33 **SUBCONTRACTOR.** One that enters into a subcontract and assumes some of the obligations of the primary Contractor.

2.1.34 **TECHNICAL REPRESENTATIVE.** An individual from the MEPS medical department, normally the Medical Department NCOIC/Supervisory Medical Technician, who will provide technical expertise to the COR as required.

2.1.35 **TRAVELING PROVIDER.** If the Contractor has a MEPS or processing facility requirement for a FBP and there is not one available in the local MEPS FBP pool to work, the Contractor fills the requirement with a FBP from another MEPS FBP pool who would travel to the MEPS with the requirement. A traveling FBP shall only be a provider with at least one year of experience working as a FBP.

2.1.36 **U.S. MILITARY ENTRANCE PROCESSING COMMAND (USMEPCOM).** Major command responsible for ensuring the quality of military accessions during peacetime and mobilization in accordance with established standards and consists of a Headquarters, two Sector Headquarters and 65 Military Entrance Processing Stations and one processing facility.

2.1.37 **WORK DAY.** The number of hours per day the Contractor provides services based on the daily workload associated with the number of applicants requiring physical examination screenings each work day.

2.1.38 **WORKLOAD POINTS.** The term used by USMEPCOM to describe the workload for different types of medical services provided for applicants in a common manner. Each type of medical service workload is assigned a point count per single unit of service provided.

2.1.39 **WORK WEEK.** Monday through Friday (excluding Federal Holidays).

2.1.40 **WEEKEND WORK:** Is defined as designated Saturdays. USMEPCOM shall provide the fiscal year operational Saturday schedule to the contractor 30 days prior to the beginning of each fiscal year. Although changes to this schedule are minimal, the contractor will be informed by the COR of any changes to this schedule upon receipt of changes.

2.2 ACRONYMS:

ACMO	Assistant Chief Medical Officer
AKO	Army Knowledge Online
AR	Army Regulation
CAC	Common Access Card
CFR	Code of Federal Regulations
CMO	Chief Medical Officer
CNP	Certified Nurse Practitioner
COR	Contracting Officer Representative
CVS	Contractor Verification System
DA	Department of the Army
DO	Doctor of Osteopathy
DOD	Department of Defense
DPC	Defined Provider Category
FB-CMO	Fee Basis Chief Medical Officer
FBP	Fee Basis Provider
KO	Contracting Officer
MD	Medical Doctor
MEDCOM	U.S. Army Medical Command

MEPS	Military Entrance Processing Station(s)
MTF	Medical Treatment Facility
OSHA	Occupational Safety and Health Administration
PA	Physician Assistant
PQMP	Provider Quality Management Program
POC	Point of Contact
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
USMEPCOM	United States Military Entrance Processing Command

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES:

3.1 MATERIALS.

3.1.1 The Government will provide white coats for FBPs to wear while on duty.

3.1.2 The COR will provide the Contractor an electronic copy of USMEPCOM's Operating Schedule 30 days prior to start of contract. The schedule identifies projected Saturday openings at the MEPS during the upcoming fiscal year.

3.1.3 The COR will provide the Contractor after hours contact numbers (upon award of the contract) for each MEPS or processing facility to use for notification purposes of FBP scheduling issues.

3.1.4 The Government will provide all materials, equipment, supplies, including use of computer terminals with CAC readers as part of technological initiatives, for applicant processing, FBP scheduling and other MEPS or processing facility duties. All publications, regulations and forms will be furnished to the FBP, as necessary, for the performance of their duties.

3.2 FACILITIES.

3.2.1 The Government will provide all facilities for applicant processing and other MEPS duties.

3.2.2 The Government will provide local MEPS telephone service limited to matters related to performance of this contract.

3.3 GOVERNMENT SERVICES.

3.3.1 The MEPS or processing facility will arrange for emergency health care for FBP injuries, illness, or ailment occurring while on duty. Any incurred costs by the Government shall be forwarded to the contractor for their resolution. The Government will not be responsible for any associated costs.

3.3.2 Each MEPS point of contact will ensure FBPs receive orientation/initial training on all MEPS policies and procedures at their respective location.

3.3.3 An appointed Government Representative will provide a 1-5 day orientation/initial training at the MEPS for the FBP once DPC-1 is assigned. The orientation/initial training is required and will be coordinated by the Government Representative on a scheduled duty day during normal duty hours.

3.3.4 Government medical personnel (technicians) will assist the FBP with daily routine medical functions such as

taking blood pressure, assisting with physical demonstrations (orthopedic-neurological exam), etc. in accordance with USMEPCOM Regulation 40-2.

3.4 GOVERNMENT QUALITY ASSURANCE (QA).

3.4.1 The COR will contact the contractor directly and provide notification of staffing needs for the next workday (hours vary by site). This will occur no later than 12 hours prior to the next workday.

3.4.2 BUSINESS REVIEWS. USMEPCOM will conduct telephonic or onsite business reviews with the contractor, COR, and the contracting officer, three months after contract award and quarterly thereafter. Agendas will be jointly determined. Location will rotate between USMEPCOM and the contractor's location, at each party's expense if a review is done onsite. The contractor shall attend a performance orientation meeting conducted at HQ USMEPCOM, 30 days before contract start up/60 days after phase-in.

3.4.3 The COR will assign individuals (Government Points of Contact) at each MEPS or processing facility to be responsible for ensuring compliance with quality assurance.

3.4.4 Final determination that services rendered are conforming to the provisions of this contract is solely the responsibility of the Contracting Officer.

3.5 TRAINING. In addition to initial orientation/training discussed in paragraph 3.3.3., training can also be directed by Headquarters USMEPCOM (through the COR) and scheduled by the MEPS or processing facility. At the discretion of the COR, FBPs may attend up to 4 hours and no less than 1 hour of directed training which is planned and executed by the CMO.

3.6 PEER REVIEW PROGRAM. As part of the PQMP Quality Performance Maintenance Program, the USMEPCOM Peer Review Program is an ongoing quality review process implemented throughout USMEPCOM. FBPs daily workload at a MEPS shall include participation in a local, medical peer review. This professional, collaboration amongst government physicians and FBPs shall occur based on the local MEPS Peer Review Program schedule.

3.7 CONTRACTOR FURNISHED ITEMS: The contractor shall furnish those items required to perform work under the contract that are not listed under section 3 of this PWS.

3.8 TIMEKEEPING SYSTEM. The Contractor shall provide an independent timekeeping tracking system, separate from the Government's system, to document their FBPs work hours for invoice purposes.

4. PERSONNEL QUALIFICATIONS:

4.1 Be a qualified Medical Doctor (MD), Doctor of Osteopathy (DO), Physician Assistant (PA), or Certified Nurse Practitioner (CNP). All PAs must complete 100 Continuing Medical Education Credits during any consecutive two year period, therefore the requirement for PA supervision by a physician is waived when working at the MEPS, 100% of PAs shall be required to meet the requirement.

4.2 FBP Initial Training. A CMO will make an assessment that a new FBP is/is not capable of being approved for DPC-2 or that additional training may be warranted. The CMO shall document reasons, with examples of performance problems on a Contract Provider Quality Management Form (USMEPCOM Form 40-2-4-E). The form shall be submitted to the COR for processing.

4.2.1 If a FBP, at the end of initial training, is not recommended for DPC-2 as determined by the CMO trainer, the COR will provide a USMEPCOM Form 40-2-4-E to the vendor and KO documenting performance issues and no further training is warranted. At the CORs discretion, a new FBP may be allowed additional training time on a case-by-case basis.

4.2.2 Those FBP's where no CMO/ACMO is assigned shall be trained by a CMO identified by the COR. Normally, these FBP's shall be sent to the trainer's MEPS for initial training where the FBP travels on Sunday, trains Monday through Friday and travels back on Saturday. The COR has the option to send a government physician trainer to the provider's home MEPS for training during a Monday through Friday training session. All other FBP's trained at a home MEPS shall be trained by the CMO which shall consist of 40 hours of initial training. Initial training (conducted either by a training CMO at designated MEPS or by selected government physician trainer) shall begin no later than 60 calendar days after the provider was assigned to DPC Level 1.

4.2.3 FBP's who require initial training and there is no CMO/ACMO available at their "home" MEPS may travel to a MEPS designated by the COR at government expense. The Contractor is responsible for making all arrangements for travel, transportation, meals, lodging, incidentals and reimbursing their provider for expenses. The government upon receipt of invoices from the contractor will reimburse the contractor only actual costs incurred up to the limits set forth in the Joint Travel Regulation (JTR). The website for per diem rates is:
<http://www.defensetravel.DOD.mil/>

4.2.3.1 The contractor shall submit a travel voucher to the COR for reimbursement not later than 5 business days from FBP return from travel location. The travel voucher shall include receipts for airfare, lodging, rental car, and gasoline costs regardless of the amount. Miscellaneous expenses of \$75 or more also require receipts. Receipts are required to substantiate a claim for travel reimbursement. All receipts shall be final and itemized.

4.2.3.2 The COR may request additional receipts to substantiate the claim. Excess costs, circuitous routes, delays, or luxury accommodations (e.g., first class) that are unnecessary or unjustified are the FBP traveler's financial responsibility.

4.2.3.3 A traveling FBP (for initial training) who drives in lieu of flying is entitled to receive mileage reimbursement from their residence to the training MEPS location if it is more advantageous for the government. Mileage reimbursement rates will be provided to the contractor by the COR.

4.2.4 FBP physicians shall be proficient in the application of accession medical standards to determine suitability of applicants for military service, and progress from DPC-2 to DPC-3 during their initial six month period of employment with a minimum of 80 hours of FBP service, 95% of all providers shall meet the standard. DPC-2 is normally a temporary assignment of six months or less in which the provider, newly trained in accession medicine, gains proficiency in performing accession medicine physical examinations, and learns the elements of accession medical standards. FBP physicians who remain at DPC-2 for more than six months will be evaluated by the MEPS CMO and receive a performance evaluation documenting the FBP physician's inability to meet DPC-3 level. The MEPS CMO shall provide the performance evaluation to the COR. The COR shall process the performance evaluation for validation through the USMEPCOM Command Surgeon/ J-7/Medical Director. Upon receipt of the validated performance evaluation, the COR shall provide a copy of the performance evaluation within three business days to the contractor and the contracting officer.

4.3 Professional License. FBP shall possess and maintain a valid, unrestricted license from any state and be approved by the USMEPCOM Command Surgeon/J7/Medical Director (or designated representative). Providers must possess and maintain at least one active, current, valid and unrestricted license and provide an explanation for any other current or past encumbered license(s); all encumbered licenses shall be reviewed by the provider review panel for suitability. The contractor shall ensure all FBP's maintain a professional license, certification, or registration as required by the profession and appropriate regulatory bodies throughout the term of the contract. This license will be current (not revoked, suspended, or lapsed in registration), valid (the issuing authority accepts and considers QA information, practitioner professional performance, and conduct in determining continued licenses), and unencumbered (not subject to restriction pertaining to the scope, location, or type of practice ordinarily granted to other applicants for similar licenses in granting jurisdiction). The license must be one allowing independent level of practice and granted by the recognized licensing agency of a State, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the Virgin Islands. As a term of employment, the FBP is only required to have one valid, unrestricted, unencumbered license from any state. The contractor shall provide a copy of each FBP current license documentation to the COR not later than 15 business days prior to FBP's professional

license expiration for inclusion in the HQ USMEPCOM FBP PQMP file.

4.4 FBP shall possess a current certification of Basic Life Support Training from the American Heart Association or American Red Cross training for Healthcare Providers. The FBP shall be recertified every two years at the contractor's expense. This certification shall be maintained throughout the performance period of the contract. The contractor shall provide a copy of recertification documentation to the COR not later than ten days prior to certification expiration for inclusion in the HQ USMEPCOM FBP PQMP file. If a FBP's active license/BLS card is expected to lapse, the contractor shall report these lapses to the COR at the beginning of each month. FBPs with expired BLS will not be allowed to work.

4.5 FBP shall comply with the PQMP requirements stated in USMEPCOM Regulation 40-2, Provider Quality Management Program which provides requirements for complete initial application packages and subsequent requirements to provide Occupational Health examination, license, BLS and National Practitioner Data Bank/Healthcare Integrity and Protection Data Bank update documentation to ensure FBP COR-maintained PQMP files are current. The COR has the discretion to forward or withhold initial application packets received from the contractor from further processing. Additional information of misconduct or malpractice will be reviewed and the COR can determine whether the FBP should be released. When FBPs are not complying with the terms of the contract, the COR will submit performance issues using USMEPCOM Form 40-2-4-E, Contract Provider Quality Management Form to the KO. In turn the contractor shall provide a written response from the FBP and Contractor Program Manager to the KO and COR within 5 business days.

4.6 The Contractor shall ensure that all providers, providing services under this contract, are able to read, write, and speak English well enough to effectively communicate with all parties and other providers. The FBP shall have adequate hearing and writing (legibly) to effectively comprehend and document applicant discussions of their medical history and to perform physical examination functions.

4.7 The contractor employee must be competent in the use of computer technology, including internet, email, and the utilization of an electronic medical record. This includes keyboard data entry of all medical record entries, consults and applicant medical processing. Contractor must be effective in planning and utilization of time, utilizing administrative judgment and demonstrating sound decision-making skills.

4.8 The FBP shall be fully capable (mentally and physically) of performing the required duties in accordance with this PWS. Mentally – they have to understand USMEPCOM and DOD regulatory requirements and be capable of taking direction from government medical and non-medical employees. Physically – they must perform medical physical examination screens which might include standing for extended periods of time up to 6 hours. FBPs must also be able to perform to the applicant physical examination standard point system in paragraph 5.4.3.

4.9 The FBP shall possess sufficient initiative, interpersonal relationship skills and social sensitivity such that he/she can relate constructively to a variety of MEPS staff and applicants from diverse backgrounds. Providers shall give the highest regard to applicant dignity. There shall be no more than one performance report submitted per month across USMEPCOM.

4.10 The FBP is not prohibited by reason of his/her employment under this contract from conducting private practice, if there is no conflict with the performance of services of this contract. FBPs shall be prepared to work at least 6 hours per day.

4.11 The FBP shall not use Government facilities or other Government property in connection with conducting a private practice. Personal Business cannot be conducted on government time; with CMO permission FBPs shall sign out and sign back in if conducting personal business during USMEPCOM business hours.

4.12 Contractor Employee Appearance. Clinical attire will be determined by the MEPS and COR guidelines. Contractor personnel shall present a professional, conservative, and neat appearance. Contractor personnel shall report for duty in a professional manner, in appropriate attire befitting a professional workplace setting, and having complied with socially acceptable standards of personal hygiene expected of all workers. While on duty, the

contractor shall be neat and clean (free from visible dirt and stains), well-groomed and appropriately dressed (no scrubs). The contractor's clothing shall fit correctly to provide a professional, modest appearance, in keeping with normally accepted commercial standards of dress for the work being performed. Facial hair (including beards, mustaches, and sideburns) shall be controlled (restrained) or trimmed and shall not interfere with safe work practices, look unkempt, or be unclean.

4.13 Credentials/DPC Assignments. The contractor shall take actions to ensure that each potential FBP candidate meets the minimum contract qualifications prior to submitting that candidate's applications to J7 COR for processing.

4.14 Screening of Potential Candidates. The contractor shall use a current competence assessment checklist as approved by the government which is an assessment of knowledge, skills, abilities, and behaviors required to perform the job correctly and skillfully, including knowledge and skills needed to provide the services required under this contract. This checklist/interview sheet shall be submitted with the initial credentials package (Exhibit F).

4.14.1 The contractor shall designate two physicians; one for each sector, to screen and interview all potential candidates to ensure they possess all required qualifications, including those in the PWS, prior to submitting candidates to the Government. The contractor will ensure candidates possess critical medical skills necessary to perform the required duties as outlined in an assessment checklist. The completed checklists shall be provided to the government with the completed credentials package. Of critical importance is that providers shall have either completed a residency or have provided direct patient care as an independent practitioner within the last three years.

4.14.2 The Contractor shall provide technically competent providers within the time stated in the contract. The Contractor shall ensure that all services provided are IAW established standards, principles and ethics of the profession, DOD, agency specific regulations, directives, and policies. The Contractor shall ensure quality services are provided; conduct thorough and timely assessment screening; provide complete and timely credentials, and security packages; and manage recruitment and retention of FBP professionals. 100% of MEPS shall have a provider pool available in the local area to fill the government's request for services.

4.14.3 In instances where MEPS have CMO vacancies, the contractor will ensure quality control upon receipt of a negative performance report by having one of their two designated screener physicians visit the FBP at the MEPS, unless the COR determines a visit is not required. The visit shall occur within 30 days of a negative performance report receipt from the KO; 98% of the visits shall occur within the 30-day window. The purpose of the quality control visit shall be for the purpose of validating the issue and/or ensuring the provider has performed to the standards of the contract. The screener physician shall provide a written assessment of the situation as identified in the performance report and the corrective action within 7 business days of travel completion. This travel will be at contractor expense.

4.14.4 Applicant Sensitivity. Contractor employees shall provide applicants with the utmost care and attention, and assure all applicants of their privacy. Contractor employees shall ensure proper "safeguarding" measures and "privacy standards" are executed to avoid unauthorized use and disclosure of applicant information and personally identifiable information, IAW the Privacy Act and the HIPAA. FBPs shall immediately report any inadvertent unauthorized uses and disclosures to the MEPS Commander and contractor.

4.15 The contractor shall meet all PQMP requirements outlined in USMEPCOM Regulation 40-2 to include performing primary source and other required verifications in accordance with Department of Defense, U.S. Army, and USMEPCOM standards. Upon receipt of a valid application packet, the COR will notify the contractor of the date the FBP is approved for DPC-1. This will usually be done within 30 but not to exceed 60 days after receipt of the valid credentials packet. The Headquarters USMEPCOM Command Surgeon/ J-7/Medical Director (or designated representative) has final authority for approving the application package and assigning accession medical services DPC levels for all FBPs.

4.15.1 The contractor shall only submit applications for the PQMP process for those FBPs who will perform under this contract. The contractor's submission of inadequate FBP application packages that lack the requisite

qualifications or are for FBP applicants who will not work at all is unacceptable and will be considered a failure to perform; 95% of all packages submitted within the month shall meet the requisite qualification standard. The contractor is still required to submit complete application packets on any FBPs who were or are privileged under another contract.

4.15.2 The COR will process application packets received from the contractor. The COR will review completed applications, submit them to the USMEPCOM PQMP Coordinator for submission to the HQ USMEPCOM J-7/MEMD physicians and Provider Review Panel. The Committee's recommendation is forwarded to the J-7/Medical Director /USMEPCOM Command Surgeon for decision. The COR will notify the contractor of the final PQMP action.

4.15.3 All application packets submitted by the contractor in the fulfillment of duties under this contract shall become and remain the property of the government.

4.15.4 The contractor shall be allowed a maximum of 30 calendar days following notification of delineation of assignment to perform accession medical services at DPC-1 to obtain a signed contract with the FBP. Once the FBP has signed the contract, the Contractor shall notify the COR and designated ACOR(s) by e-mail that the FBP is ready to begin initial training at the MEPS. The COR, in turn will provide official notification to the MEPS that the FBP is approved to work at the MEPS or processing facility and request the MEPS COR contact the Contractor to schedule initial training.

4.15.5 The FBP cannot work at the MEPS or processing facility until: (a) the initial professional review of their credentials is completed, (b) the provider is approved for DPC-1 by the J-7 Medical Director /USMEPCOM Command Surgeon/or a designated representative in J-7/MEMD, (c) the COR is notified the FBP has signed a contract, and (d) the COR has notified the MEPS that the FBP is ready for initial training. In all cases, it is the contractor's responsibility to contact the MEPS and coordinate scheduling of FBP initial training. The contractor shall provide periodic updates to the COR on the completion status of all FBP initial training. New FBPs shall undergo an orientation/training period up to 40 hours (ideally consecutive workdays or within two weeks; exceptions must be coordinated with the COR) under the supervision of the Government CMO. The period of instructional training is determined by the Government CMO.

Note: For the majority of new FBPs, increased qualifications will occur sequentially. FBPs are not authorized DPC-3 or DPC-4 with their initial approval and training. FBPs must work at the MEPS at least 80 hours and receive a recommendation from the MEPS CMO in order to be considered for profiling assignment (DPC-3 or DPC-4). MEPS with vacant CMO positions shall ensure training is coordinated through the COR.

4.16 INSTALLATION ACCESS PROCEDURES. The FBPs shall comply with the local installation requirements for access to military installations. Weapons are not authorized in any MEPS facility.

4.16.1 All vehicles are subject to search. FBPs may encounter long delays for vehicle inspection and identification checks upon entering and exiting installations where applicable. The government will not reimburse the Contractor for time spent at installation checkpoints. FBPs must plan accordingly and report to work at their scheduled duty time, at their appointed place of duty within the MEPS.

4.16.2 Security Identification Badges. The FBPs shall comply with the local installation and MEPS personnel identification and access requirements.

4.17 The Contractor shall archive any provider who has not worked for 90 consecutive calendar days.

4.18 The Government will evaluate the contractor's performance based on the quality of professional, medical and administrative services provided.

5. DESCRIPTION OF WORK:

5.1 SERVICES.

5.2 RECRUITMENT. The contractor shall implement, and maintain a recruiting plan to ensure successful recruitment of fully qualified providers. The recruiting plan shall include, but not limited to, a methodology for recruiting hard-to-fill positions and a proactive process to orient employees on the MEPS environment, including reviewing the relevant DOD and Army MEPS procedures, systems, documents, and work quality standards. The contractor shall submit a copy of their recruiting plan to the KO upon contract award for review and acceptance.

5.3 RETENTION. The continuity of qualified and high quality FBPs is a vitally important component in maintaining the quality of the accession medical mission. The contractor shall develop, implement, and maintain a retention plan and subsequent periodic advertising summary report to ensure low FBP turnover and customer satisfaction with performance of FBPs. The contractor shall provide the KO with a copy of the retention plan upon contract award.

5.4 The Contractor shall perform primary source verifications (PSV) on all medical education, post graduate education (to include ECFMG/5th Pathway), medical licenses and BLS certifications. These verifications must be completed prior to submission of credentials packages for review by the COR. Applications with pending PSVs shall not be submitted. The Contractor shall obtain all paperwork, letters of reference, approvals, work history, and retrieve practitioner reports as identified by USMEPCOM Regulation 40-2. The MEPS staff will not assist the Contractor in obtaining any needed information for initial qualification, and will not provide archive documents to the Contractor in preparation of current credentials packages if such documents exist. The Contractor is responsible for the current competence of providers used to provide accession medicine services under this contract.

5.4.1 Lapses in medical licenses or BLS certification prevent providers from being scheduled to work at the MEPS. The contractor shall notify J-7 of any anticipated lapses at least 10 days before the end of each month. At least 95% of all providers shall not let medical licenses or BLS cards lapse in any given month.

5.4.2 The Provider Review Panel (PRP) may contact the contractor through the COR regarding FBP packets. The COR will submit them to the Contractor to obtain answers. The Contractor shall answer questions presented by the PRP in writing that shall be signed by the provider within 5 business days.

5.4.3 Graduates of foreign medical schools are required to possess both a medical license and certification by the Education Commission for Foreign Medical Graduates (ECFMG) or Fifth Pathway.

5.4.4 The Contractor shall not recommend a provider if that individual, within the past five years has had his/her clinical privileges limited, suspended, or revoked by any state medical board or a healthcare facility, public or private, anywhere in the world.

5.4.5 The Contractor shall not recommend a provider who is the subject of a current or pending hearing or appeal brought by any state medical board or healthcare facility, public or private, anywhere in the world, which may result in the limitation, suspension, or revocation of the individual's clinical privileges.

5.4.6 The contractor shall provide, in writing, a contractor point of contact (name and telephone number) to the COR and the Contracting Officer (KO), 10 calendar days after award.

5.5 SCHEDULING

5.5.1 The Contractor shall schedule FBPs during the work week or weekend as required.

5.6 Fill-Rate. The Contractor shall ensure that fill-rates for each task orders are met IAW the Performance Requirements Summary (PRS). (Exhibit C)

5.7 Turnover. The Contractor shall ensure that a stable workforce is maintained with minimal turnover of

personnel. The Contractor shall supply archive letters within 5 business days for all employees who have been terminated, resigned or retired.

5.8 The Contractor shall use the FBP software application to receive MEPS or processing facility FBP daily orders and to update the system with the FBP scheduled each day. The software application is maintained by the Government. If there are occasions where the software application is not operational, MEPS FBP daily orders and confirmations will be provided by the MEPS via e-mail to the contractor.

5.8.1 The Contractor shall only schedule non-profilers to work at MEPS who can use non-profilers to meet workload requirements. This does not include new FBPs who are working to meet the requirement to become a profiler (minimum of 80 work hours). The Contractor shall only schedule providers based on the mix of profilers and non-profilers designated by each MEPS. COR will provide list of MEPS that will not utilize a non-physician/non-profiler upon award of contract.

5.8.2 MEPS that use profilers and non-profilers require the contractor to schedule the first FBP as a profiler, the second FBP as a non-profiler, the third FBP as a profiler, the fourth FBP as a non-profiler, etc. Exceptions will be at the discretion of the COR.

5.8.3 On occasion, a MEPS will have more "walk-in" applicants than anticipated and not have enough FBPs. In these instances, the COR will contact the contractor and request one additional FBP to support the added work.

5.8.4 After receipt of a request for services from the MEPS or processing facility to the contractor, the contractor shall report, within 4 hours to the MEPS designated representative or the COR via email, the number and name of the providers scheduled. If the contractor partially fills the request, the Contractor shall notify the MEPS or processing facility designated representative or COR by telephone. If at any time the contractor is unable to fill a FB-CMO request, both the MEPS Commander and COR shall be called immediately. If the MEPS cancels an order or requests a reduction in the number of FBPs initially requested in the Fee Basis IV system, the contractor shall notify the MEPS via e-mail to update the order. When the order is updated, the contractor will then reconfirm the changes in the FBIV system. This requirement pertains to cases where the MEPS have canceled an order before a provider has arrived to work on that given date.

5.9 HOURS OF PERFORMANCE. The contractor shall provide services daily throughout the various MEPS or processing sites on an as needed basis, based on USMEPCOM calculations and reports of the number and status of applicants anticipated. The contractor shall schedule FBPs as per the government order for services. The COR will assign individuals (Government Points of Contact) at each MEPS to be responsible to provide the contractor the number of FBPs needed for the next work day, with at least a 12-hour advance notice prior to the required shift. In the event of excessive, unscheduled applicant walk-ins, the MEPS may request additional FBPs with less than a 12-hour notice. The contractor shall make a best effort to accommodate these requests.

5.9.1 Duty hours normally consist of intervals of up to 10 work hours between 0600 hours (6:00 am) and 1800 hours (6:00 pm), Monday through Friday (Excluding Federal Holidays). Each MEPS is open a designated number of Saturdays each year and service may be required on these days, the U.S. Army National Guard Center does not process applicants on Saturday. The contractor shall schedule 98% of daily FBPs per month and schedule 99% of FB-CMOs. For any processing day where the vendor causes a MEPS to be in medical mission failure due to not filling the government order, this will be considered a major contract failure and will result in a cure notice. The volume of work at each MEPS or processing facility varies significantly on a day to day basis. The contractor shall ensure that sufficient FBPs are recruited and available to each MEPS or processing facility to meet required staffing needs.

5.9.2 The FBP shall report to the designated MEPS or processing facility to begin work at the time designated by the contractor as stated in the MEPS request for services (provided via FBP IV by the MEPS medical department) and FBP shall depart the MEPS or processing facility when released by the MEPS Commander, Operations Officer, CMO or delegated representative. If an FBP reports to work at the designated time and the workload is less than projected, the FBP will be released by the MEPS or processing facility, but will always be paid a minimum of one

hour even if no work is performed.

5.9.3 All FBP's shall follow the local Government MEPS procedures for FBP's checking in and out of the MEPS or processing facility.

5.9.4 The Contractor shall have personnel who are available by telephone that can access the FBP Application System (government owned software application) from minimally 10:00 AM CST to 8:00 PM CST, Monday through Friday and from 10:00 AM CST to 4:00 PM CST on Saturdays when the MEPS are open. All other times, the Contractor shall have their scheduling personnel available by mobile phone to address FBP scheduling issues.

5.10 FBP WORK PERFORMANCE: The contractor shall ensure FBP's perform duties in accordance with this Performance Work Statement which consist of, but, are not limited to the following:

5.10.1 The FBP shall perform pre-screening, medical histories, physical examinations, and reviews of required medical tests and documentation pertaining to consultations and medical histories on applicants for the Armed Forces in accordance with USMEPCOM Regulation 40-1 and other applicable regulations. This may include the FBP arranging (but not performing) medical consultations. Examples of consultations required include but are not limited to orthopedics, psychiatry, otolaryngology, dermatology, internal medicine, dental etc. The FBP's daily workload shall include participation in the MEPS local, medical peer review as part of the USMEPCOM PQMP.

5.10.2 Medical record entries shall be legible and maintained in detail, consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. All FBP's must have experience in collecting, organizing, recording and communicating, while taking health histories, and administering mental health screening questionnaires. The FBP shall secure a thorough health history from the applicant and record findings.

5.10.3 Applicant physical examinations shall be performed with the applicant's conditions in accordance with DODI 6130.03. The contractor will discriminate between normal and abnormal findings to recognize early stages of serious physical, emotional or mental problems.

5.10.4 FBP's shall be knowledgeable of diagnostic procedures related to a variety of medical and health care fields to include obstetrics and gynecology, otolaryngology, , pediatric, orthopedics, internal medicine, and mental health.

5.10.5 The FBP shall accomplish the specified quantity and quality of work within the schedule and hours allotted herein. FBP's shall minimally conduct medical processes under the 4 "points" each hour calculation. Examples for a given hour:

5.10.5.1 FBP conducting 4 male age 39 or under examinations (=4 pts).

5.10.5.2 FBP conducting 2 female age 39 or under examinations (=4 pts).

5.10.5.3 FBP conducting 2 male over age 40 examinations (=4 pts).

5.10.5.4 Points are allocated by examination type as follows:

5.10.5.5 Male examination, applicant age 39 or less, is one point (1)

5.10.5.6 Male examination, applicant age 40 or over, is two points (2)

5.10.5.7 Male inspection is one tenth of a point (0.1)

5.10.5.8 Female examination, applicant age 39 or less, is two points (2)

5.10.5.9 Female examination, applicant age 40 or over, is three points (3)

5.10.5.10 Female inspection is two tenths of a point (0.2)

5.10.5.11 Records review/consult result review (each) is three tenths of a point each (0.3) and may be subject to change.

5.10.5.12 An examination includes taking the medical history and the physical (takes about 15 minutes for males, 30 minutes per female).

5.10.5.13 An inspection is conducted prior to an applicant's shipment to their training base an inspection is conducted which only covers height, weight, modified duck walk, and interview (takes about 5 minutes).

5.10.5.14 Fee Basis Providers working at the MEPS for "Initial Training" are not required to meet this standard. Time spent participating in the local peer review program is not associated with the standard.

5.10.6 A FB-CMO shall also be expected to minimally conduct medical processes under paragraph 5.4.3 under the 4 "points" each hour calculation, unless they are performing the duties of a CMO in accordance with paragraphs 1.2, and 5.4.6 of this PWS.

5.10.7 Once an FBP is assigned to DPC-3 or higher, the FBP shall follow the local MEPS procedures, as determined by the CMO to profile an applicant.

5.10.8 In the absence of the CMO (if no ACMO is available), an FBP assigned to DPC-4 to serve as an FB-CMO shall provide medical/technical expertise in the MEPS medical department in conjunction and with the direction from the local MEPS Commander and Operations Officer. The FBP who fills in for the FB-CMO shall attend the local inter-service recruiting council meeting as required to discuss MEPS specific medical issues when requested by the MEPS Commander. The FBP who fills in for the FB-CMO shall provide technical advice and guidance to the MEPS medical department FBPs when requested by the MEPS Commander or medical staff. Medical processing questions shall be directed to a HQ USMEPCOM physician.

5.10.9 CMO will determine the type of work the FBPs will perform during the duty day; i.e. assigning of profiling/non-profiling duties, conducting physical examinations, reviewing medical pre-screened documentation; etc.

5.10.10 USMEPCOM Red Carpet Treatment of Applicants. USMEPCOM processes applicants for entrance into the Armed Forces using a philosophy known as "Red Carpet Treatment." FBPs shall follow local MEPS procedures (located at the MEPS or processing facility) for the treatment of applicants.

5.10.11 The contractor shall report to the COR any problems encountered in the performance of this contract. In addition, when the COR submits a FBP performance report issue to the Contractor, the Contractor shall address the issue with the FBP and provide the COR/Contracting Officer, in writing, a summary of the action taken to resolve the issue. The FBP should not be scheduled to work as a FBP until the performance issue is resolved or unless the COR has provided an exception.

5.10.12 The contractor shall not accept any directions issued by any person other than the KO, COR or his/her designated representative, MEPS Commander or CMO, as determined appropriate by the COR. The contractor is solely responsible for quality control of services provided to the Government and shall render only services that conform to contractual requirements.

5.10.13 The FBP shall be familiar with computer peripherals and associated software as needed to accomplish the mission. FBPs shall communicate changes to the medical staff for input into the USMEPCOM-unique applicant medical database and FBP shall complete all computer and non-computer based medical documentation in

accordance with current USMEPCOM software packages and policies.

5.10.14 During the contract's lifespan, an Electronic Health Record may be implemented by the government. Fee Basis Providers shall be required to use the Electronic Health Record upon receiving training and instructions from the government. FBPs must adhere to all HIPPA and Privacy Act standards when accessing Electronic Health Records. Substantiated unauthorized access will result in notification to the KO with a request for immediate removal of the FBP.

5.11 SAFETY. The FBPs shall comply with all installation safety and fire prevention regulations, identified in paragraph 6 (OSHA). Copies of these regulations are on file at the MEPS.

5.11.1 INSPECTION. The inspection and acceptance point for all services rendered under this contract will be the COR. The performance by the FBPs, the quality of services rendered, and any documentation or written material in support of same, will be subject to continuous inspection, surveillance and review for acceptance by the KO or COR. Quality Assurance procedures established by USMEPCOM shall be used for continuous monitoring of contractor performance. Other performance evaluation factors that may be monitored include: contractor providing personnel not meeting or exceeding the minimum qualification standards, customer service evaluations and comments, substantiated customer complaints, contractor relationship with MEPS or processing facility staff/government contracting personnel and compliance with MEPS or processing facility health care policy and procedures (USMEPCOM 40-1), and other regulations listed in paragraph 6.

5.11.2 The FBP shall abide by DOD, USMEPCOM, and other applicable instructions, regulations, and policies identified in Section 6.

5.11.3 The FBP shall comply with all installation policies and procedures, and comply with MEPS or processing facility policies and procedures regarding safety, smoking and eating areas.

5.11.4 The FBP shall not, while performing services under this contract, recommend or suggest to applicants eligible to receive medical care at Government expense that such applicants receive care from the contractor or contractor's personnel at any location. In addition, the FBP shall not provide any health care services beyond the scope of the physical examinations and reviews of required medical tests and documents pertaining to consultations and medical histories, nor shall they provide medical advice or recommendations. The only exception is the FBP shall provide on-site emergency stabilization and/or treatment to the applicant until emergency medical services arrive.

5.11.5 The FBPs will only conduct physical examinations and not give any advice to applicants regarding their Armed Forces choice of service.

5.12 PERFORMANCE QUALITY: The Contractor shall implement and maintain a complete Quality Control Plan (QCP) that shall ensure the requirements of the contract are provided as specified in Section 5 of the PWS. The Contractor shall have a planned and systematic quality control process covering every aspect of the Contractor's operation under the contract. Contractor shall maintain its system to manage quality and contract performance throughout the life of the contract. The Contractor shall ensure that services provided meet performance and quality standards stated in the basic contract and subsequent task orders. Performance and quality standards prescribe acceptable levels of timeliness and excellence for the services provided. The contractor shall submit to the COR, one copy of a comprehensive written QCP within thirty calendar days after contract award and within 5 working days when changes are made thereafter. The plan shall include the following:

5.12.1 Independent Quality Management. The Contractor's approach to quality management shall be independent of government performance or participation.

5.12.2 Managing Quality. The Contractor's system shall include mechanisms and functions that manage the life cycle of quality control.

5.12.3 Monitoring. The Contractors system shall include a process for monitoring contract quality and performance.

5.12.4 Identifying. The Contractors system shall identify deficiencies and trends, before performance becomes unacceptable.

5.12.5 Improvement. The Contractor's system shall include process improvement strategies. The Contractors system shall ensure that all FBPs comply with the MEPS quality management and USMEPCOM Regulation 40-2.

5.12.6 Resolution, Corrective Action, and Follow-up. The Contractor's system shall include a process for resolving issues and concerns, implementing corrective actions, in a responsive and timely manner (within 5 business days of receipt), unless suspense dates are issued by the government. The Contractor shall conduct follow-up to ensure corrective actions are successful.

5.12.7 Documentation. The Contractor shall document all performance related issues and have a system for maintaining documentation and reports generated regarding quality control issues. The documentation shall be provided to the COR upon request. The Contractor shall ensure that the COR is promptly notified of performance issues or problems.

5.13 DELIVERABLES

5.13.1 Contractor shall provide reports as follows:

5.13.1.1 Documentation outlining FBP work hours for invoice purposes (to include training hours when applicable by the FBPs, all the FBPs names, the MEPS or processing facility location they worked at, the dates and the total amount of hours worked daily and cumulative (to include training hours), and in the position/capacity they worked as, i.e. regular FBP or Fee Basis Chief Medical Officer (FB-CMO). This report shall be sorted alphabetically, by Sector, MEPS or processing facility name and then FBP last name. The report shall also contain the number prescreens and physical examinations completed by each FBP each day broken down by male and female. This report shall be submitted to the COR no later than the 5th day of each month. The contractor shall submit invoices to the COR on a monthly basis utilizing Wide Area Work-Flow, (WAWF). Accurate reports are delivered 90% of the time within established timeframes.

5.13.1.2 FBP License, Credentials, CAC Revalidation, and BLS Excel Report: a monthly Excel file of all FBPs expiration dates. The Excel file shall include:

Column 1: FBP last name

Column 2 – FBP first name

Column 3 – MEPS or processing facility name

Column 4 – License expiration date

Column 5 – Credentials expiration date

Column 6 - BLS expiration date

Column 7 – CAC expiration date

Column 8 – CMEs for Physician Assistants

Column 9 – Current DPC Level

Column 10 – Date of Current DPC Level

5.13.1.3 This report shall be updated on a monthly basis, no later than the 5th of each month. This report shall be submitted electronically to the COR by e-mail with all J-7/MEMD alternate CORs copied on the e-mail. Accurate reports are delivered 90% of the time within established timeframes.

5.13.1.4 FBP Advertising Summary Report: report shall be provided to the COR within 14 days after notification of individual MEPS or processing facility fill rate vacancies after identification in the monthly inspection reports. The report shall summarize actions taken or planned by the Contractor to increase the size of the MEPS FBP pool. Accurate reports are delivered 90% of the time within established timeframes.

5.13.1.5 The contractor shall provide a monthly fill rate report no later than the 16th day of the month for the first half of the month, and no later than the 1st day of the following month for the last half of the month. This data shall show how many providers were requested, for each processing day, to meet the daily workload and how many providers arrived at the MEPS and worked. The contractor shall compare their fill rate data with the governments fill rate data and identify any discrepancies between these reports prior to supplying this data to the COR. Any discrepancies identified in the government's review of these records must be explained within 5 business days. This report will contain data from the first of the month to the end of the month and shall be submitted to the COR within five calendar days after the end of the month. The report shall contain daily data for each MEPS and shall be sorted alphabetically by MEPS or processing facility name. Note: providers scheduled for training are not included in fill rate data and should not be included in this report. Only providers contributing to the workload where the contractor was provided 12 hour notification are counted. Accurate reports are delivered 90% of the time within established timeframes.

5.13.1.6 Contractor Manpower Reporting (CMR): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the CHCC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of performance during each USG fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at <http://www.ecmra.mil/>.

5.14 CONTRACTOR EMPLOYEE IDENTIFICATION: Contractor shall be required to have their employees wear a form of identification (i.e., badge) so that contractor employees are clearly distinguished between the government employees and contractor employees at the contractor's expense.

5.15 ANTITERRORISM AWARENESS TRAINING.

5.15.1 AT Level I Training. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after incorporation of this requirement into the contract. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>.

5.15.2 Access and General Protection/Security Policy and Procedures. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.

5.15.3 iWATCH Training. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract modification to exercise the option and within 60 calendar days of new employees commencing performance with the results reported to the COR NLT 45 calendar days after contract modification.

5.15.4 Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter.

5.15.5 Operations Security (OPSEC) Plan. Contractors shall follow the USMEPCOM OPSEC policies and regulations.

5.15.6 OPSEC Training. New Contractors shall complete Level I OPSEC training within 30 calendar days of their reporting for duty. All Contractors shall complete annual OPSEC Awareness training (IAW AR 530-1). USMEPCOM OPSEC Officer will provide training.

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

5.15.8 For Information Assurance (IA)/Information Technology (IT) Certification. Per DOD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award.

5.15.9 SEXUAL HARASSMENT/ASSAULT RESPONSE AND PREVENTION (SHARP). The contractor shall ensure all providers receive Sexual Harassment/Assault Response and Prevention (SHARP) training not later than 60 calendar days after the providers begin performance under this contract. Training can be obtained either online or in person as offered at the MEPS where services are being provided. If the employee has an AKO account, they can access the Team Bound Self Study course online through Army Learning Management System (ALMS) at <http://www.atsc.army.mil/tadlp/delivery/alms.asp>

6. APPLICABLE GOVERNMENT PUBLICATIONS AND FORMS.

6.1 Mandatory Government publications applicable to this PWS are listed below. Supplements, amendments, or changes to the mandatory publications may be issued during the life of the contract. Any such changes to mandatory publications, that cause a change in the performance of the contract, will not be implemented by the contractor unless or until a modification to the contract is issued by the contracting officer.

6.1.1 USMEPCOM Regulation 40-1, July 11, 2016, Medical Qualification Program

6.1.2 USMEPCOM Regulation 601-23, August 7, 2014, Enlistment Processing.

6.1.3 Occupational Health and Safety Act of 1970

6.1.4 DODI 6025-13, October 29, 2013, Clinical Quality Management Program (CQMP) in the Military Health Services System (MHSS)

6.1.5 DODI 6130.03, April 28, 2010, Medical Standards For Appointment, Enlistment, Or Induction In The Military Services

6.1.6 USMEPCOM Regulation 40-8, October 10, 2016, Department of Defense (DoD) Human Immunodeficiency Virus (HIV) Testing Program and Drug and Alcohol Testing (DAT) Program

6.1.7 USMEPCOM Regulation 40-9, February 11, 2013, Blood borne Pathogen Program

6.1.8 DD Form 2807-1, March 2015, Report of Medical History

6.1.9 DD Form 2807-2, March 2015, Medical Prescreen of Medical History Report

6.1.10 DD Form 2808, Oct 05, Report of Medical Examination

6.1.11 Army Regulation 40-68, February 26, 2004, Clinical Quality Management

6.1.12 The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules

6.1.13 USMEPCOM Regulation 40-2, September 9, 2016, Provider Quality Management Program.

7. HIPAA

Non-Defense Health Agency (Non-DHA) Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (BAA) (7 July 2014)

In accordance with 45 CFR 164.502(e)(2) and 164.504(e) and paragraph C.3.4.1.3 of DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, this document serves as a BAA between the signatory parties for purposes of the HIPAA and the "HITECH Act" amendments thereof, as implemented by the HIPAA Rules and DoD HIPAA Issuances (both defined below). The parties are a DoD Military Health System (MHS) component, acting as a HIPAA covered entity, and a DoD contractor, acting as a HIPAA business associate. The HIPAA Rules require BAAs between covered entities and business associates. Implementing this BAA requirement, the applicable DoD HIPAA Issuance (DoD 6025.18-R, paragraph C3.4.1.3) provides that requirements applicable to business associates must be incorporated (or incorporated by reference) into the contract or agreement between the parties.

(a) Catchall Definition. Except as provided otherwise in this BAA, the following terms used in this BAA shall have the same meaning as those terms in the DoD HIPAA Rules: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices (NoPP), Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

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

—Business Associate shall generally have the same meaning as the term "business associate" in the DoD HIPAA Issuances, and in reference to this BAA, shall mean [insert name of Business Associate signatory to this BAA].

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

—Covered Entity shall generally have the same meaning as the term "covered entity" in the DoD HIPAA Issuances,

and in reference to this BAA, shall mean [insert name of MHS component signatory to this BAA].

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

—DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (2003), DoDI 6025.18 (2009), and DoD 8580.02-R (2007).

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

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

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

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

I. Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

II. Permitted Uses and Disclosures by Business Associate

(a) The Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Agreement or as required by law. The Business Associate is not permitted to de-identify PHI under DoD HIPAA issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by the Agreement or directed by the Covered Entity.

(b) The Business Associate agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances.

(c) The Business Associate shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the Covered Entity, except uses and disclosures for the Business Associate's own management and administration and legal responsibilities or for data aggregation services as set forth in the following three paragraphs.

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

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

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

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

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

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

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

IV. Permissible Requests by Covered Entity

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

V. Breach Response

(a) In general.

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

If the DHA Privacy Office determines that a breach is an HHS Breach, then the Business Associate shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the DHA Privacy Office, regardless of whether the breach occurs at DHA or at one of the Service components. If the DHA Privacy Office determines that the breach does not constitute an HHS Breach, then the Business Associate shall comply with DoD Privacy Act Issuances, as directed by the applicable Service-Level Privacy Office. The Business Associate shall contact the Covered Entity for guidance when the incident is not an HHS Breach.

This Part V is designed to satisfy the DoD Privacy Act Issuances and the HIPAA Breach Rule as implemented by the DoD HIPAA Issuances. In general, for breach response, the Business Associate shall report the breach to the Covered Entity, assess the breach incident, notify affected individuals, and take mitigation actions as applicable. Because DoD defines "breach" to include possible (suspected) as well as actual (confirmed) breaches, the Business Associate shall implement these breach response requirements immediately upon the Business Associate's discovery of a possible breach.

(b) Government Reporting Provisions

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

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

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

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

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

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

(c) Individual Notification Provisions

If the DHA Privacy Office determines that individual notification is required, the Business Associate shall provide written notification to individuals affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the individuals are ascertained. The 10 day period begins when the Business Associate is able to determine the identities (including addresses) of the individuals whose records were impacted.

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

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

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

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

THEFT (438-4338); TTY: 1-866-653-4261.

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

Business Associates shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., “Data Breach Information Enclosed,” and that the envelope is marked with the identity of the Business Associate and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

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

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

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

VI. Termination

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

(b) Effect of Termination.

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

(2) If the Agreement does not have records management requirements, except as provided in the following paragraph (3), upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form. This provision shall apply to PHI that is in the

possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

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

VII. Miscellaneous

(a) Survival. The obligations of Business Associate under the “Effect of Termination” provision of this BAA shall survive the termination of the Agreement.

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

(End of HCAA Local Clause 5001)

8. TOBACCO FREE MEDICAL CAMPUS

In accordance with Army Regulation 600-63, paragraph 7-3, 14 April 2015; Operations Order 15-48 (Army Medical Command (MEDCOM) Tobacco Free Living – USAMEDCOM), 8 May 2015; and any Operations Order, regulation or other instruction implementing, defining or otherwise addressing the Tobacco Free Medical Campus (TFMC) on any military installation or DoD-controlled location, Contractor personnel are prohibited from using any tobacco product on or within any TFMC while performing under this contract. TFMCs are established at each installation or DoD-controlled location and include: (1) any property or non-residential building that is operated, maintained or assigned to support medical activities, including but not limited to, hospitals, medical laboratories, outpatient clinics (including medical, dental, and veterinary facilities), or aid stations operating for the primary purpose of delivering medical care and services for DOD eligible beneficiaries and /or meeting the mission of the Army Medical Command; (2) all other facilities in which medical activities or administration take place, to include HQ MEDCOM and Defense Health Headquarters; (3) all internal roadways, sidewalks and parking lots; and (4) all sidewalks, parking lots and grounds external but adjacent to the building or related to the migratory corridors surrounding the medical facility. The Contractor shall obtain from the COR any orders, regulations, instructions or other documents implementing, defining or otherwise addressing the TFMC for any given installation or DoD-controlled location where Contractor personnel may perform under this contract and shall instruct Contractor personnel on the TFMC limitations for installations or DoD-controlled locations where they may perform under this contract

9. LIST OF EXCLUDED INDIVIDUALS AND ENTITIES

Exclusion from Participation in Federal Health Care Programs (October 2015)

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

[Healthcare/Program-Integrity/Sanctioned-Providers](#). The LEIE and TRICARE Sanctioned Provider List are hereinafter collectively

2. Prior to start of contract performance, the Contractor shall (a) query the Lists to determine whether the name of any person the Contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the Contracting Officer that the Contractor has queried the Lists and no such names appear on either of the Lists.
3. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter “new persons”) providing services or items under the contract, the Contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the Contracting Officer that the names of such new persons do not appear on either of the Lists.
4. The Contractor is advised that during performance of the contract, MTF personnel will perform a recurrent recheck of the names of contractor personnel working in the MTF against the Lists, as specified in OTSG/MEDCOM Policy Memo 15-037. The Government will notify the Contractor in the event any contractor personnel working in the MTF appear on either of the Lists.
5. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the Contractor shall (a) in cases where the Contractor identified the person, notify the Contracting Officer, and (b) promptly remove that person from the contract.
6. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.
7. The Contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC § 1320a-7a):
 - a. There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.
 - b. Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person.
8. HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at <http://oig.hhs.gov/exclusions/files/sab-05092013.pdf>.