SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: IHS1526637

PAGE 1 OF 33

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 75H71526Q00024

6. SOLICITATION ISSUE DATE: 06/24/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: ANDREW RHOADES

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME: 07/16/2026 1700 ET

9. ISSUED BY CODE 139

Nashville Area Office
711 Stewarts Ferry Pike
Nashville TN 37214

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621399

SIZE STANDARD: $10

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐

13b. RATING

14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

IHS Mid-Atlantic Service Unit
2401 Roxbury Road
Charles City VA 23030-2302

16. ADMINISTERED BY CODE 139

Nashville Area Office
711 Stewarts Ferry Pike
Nashville TN 37214

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Non-personal PRN services for a Dentist, and Pharmacist in support of the Mid-Atlantic Tribal Health Center Delivery: 04/07/2026				
1	CIT - PRN	78	HR		
	Continued ...				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ANDREW A. RHOADES

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
2	CITED - PRN	7	HR		
3	PIT - PRN	25	HR		
4	RIT - PRN	8	HR		
5	CIT - PRN Dentist	130	HR		
6	CITED - PRN Dentist	11	HR		
7	PIT - PRN Dentist	42	HR		
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8	RIT -PRN Dentist	14	HR		
9	CIT - PRN Pharmacist	130	HR		
10	CITED - PRN Pharmacist	11	HR		
11	PIT - PRN Pharmacist	42	HR		
12	RIT -PRN Pharmacist	14	HR		

Statement of Work (SOW)
for
Non-Personal Dentist and Pharmacist Services for the Mid-Atlantic Health Center

A. Background:

1) The Mid-Atlantic Tribal Health Center's (MATHC) mission is to elevate the physical, mental, and spiritual health of the Native American population residing within its geographic service area. This mission is carried out through the development and delivery of Direct Care Services and the administration of the Purchased/Referred Care (PRC) Program.
   MATHC is transitioning toward expanded direct care services through the establishment of a comprehensive healthcare clinic to serve newly federally recognized Tribes in Virginia. To ensure continuity of clinical operations and uninterrupted patient care during this transition, supplemental clinical coverage is required.
   This acquisition is for non-personal, as-needed (PRN) dental, and pharmacy services. These services are necessary to maintain continuity of operations during periods of provider absence, including but not limited to leave, vacancy, illness, training, or other unforeseen circumstances.

B. Statement of Objectives:

1) The primary objective of this acquisition is to obtain non-personal PRN services for a Dentist, and Pharmacist in support of the Mid-Atlantic Tribal Health Center.
   The contract will consist of a one (1) year base period of performance with four (4) 12-month option periods.
   The providers shall complete all required Indian Health Service (IHS) security clearance requirements prior to the commencement of services. All contracted providers must meet applicable federal, state, licensure, credentialing, and privileging requirements before performing services under the contract.

C. Scope of Work:

1) The Mid-Atlantic Health Tribal Health Center is in need of a PRN Non-Personal Service Contract for a Dentist, and Pharmacist to support the mission of the Indian Health Service (IHS). The contractor shall provide:
   - **i.** Urgent and chronic pharmacy needs for patients using automation and manual fill techniques
   - **ii.** Comprehensive dental care for patients of all ages

2) **Period of Performance**
   - **i.** Base Year: Services under this contract shall commence on a PRN basis.
   - **ii.** Option Period One
   - **iii.** Option Period Two
   - **iv.** Option Period Three
   - **v.** Option Period Four

3) **Place of Performance:**
   i. Hours of Operation: Scheduled PRN work to occur Monday-Friday between the hours of 8:00AM and 4:30PM. The services will be provided at:
      1. Indian Health Service
         Mid-Atlantic Tribal Health Center
         2401 Roxbury Rd.
         Charles City, VA 23030

4) **Reporting Requirements:**
   i. The Contractor shall be required to provide individual monthly invoices via IPP System for approval prior to payment.

5) Hours of Operation:
   i. Hours of Operation: Work to be completed Monday-Friday between the hours of 8:00AM and 4:30PM, excluding Federal Holidays.

6) Federal Holidays:
   i. New Year's Day
   ii. Martin Luther King's Birthday
   iii. Washington's Birthday
   iv. Memorial Day
   v. Juneteenth
   vi. Independence Day
   vii. Labor Day
   viii. Columbus Day
   ix. Veteran's Day
   x. Thanksgiving Day
   xi. Christmas Day
   xii. *Any other day specifically declared by the President of the United States to be a national holiday.

D. Supplies or Services and Prices/Costs

1) **Price or Cost**
   i. This solicitation is to be issued for the quantities set forth in the bid schedule.

2) **General Contract Information**
   i. This is a non-personal health care service contract, as defined in Federal Acquisition Regulation (FAR) 37.401, under which the contractor is an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment). The contractor indemnifies the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance.
   ii. As an independent Contractor; billing and collecting for the federal, state and other local city/county taxes is the burden of the Contractor, this includes any Virginia Business, Professional and Occupational License (BPOL) tax for services provided in any county of the State of Virginia.
   iii. The Contractor's price/cost for services under this contract should include all applicable taxes for Internal Revenue Service (IRS), Virginia Department of Taxation and/or other revenue agencies. The Indian Health Service will not withhold taxes nor will it issue a W-2 to the contractor.

iv. **Fingerprinting Requirements for Security and Suitability**- "Prior to start of services specified by the contract scope of work, the Contractor must contact Tiffany Niles, PSR, Nashville Area Office (615) 467-1573, to schedule an appointment to complete the fingerprinting process required by the IHS regulations pertinent to security and character background investigations."

3) Contract Price

i. The Contractor shall be paid upon submission of an invoice and completion and acceptance (if deliverable) or verification (if service) by the Contracting Officer's Representative (COR), of the deliverables and/or services indicated below. Submit invoices in accordance with the instructions contained in FAR clause 52.232-25, Prompt Payment, and HHSAR 352.232-71 of this solicitation. Minimum for this contract for one year is $3,000.00

4) Option Prices

i. Unless the Government exercises its option, pursuant to the option clause referenced in the Contract Clauses section, this contract consists only of the Base Period specified in this contract.

ii. Pursuant to either the FAR Clause 52.217-8, Option to Extend Services or the FAR Clause 52.217-9, Option to Extend the Term of the Contract, set forth in Section I, Contract Clauses, of this contract, the Government may, a unilateral contract modification, require the Contractor to perform the Option Period(s) as defined in the SOW of this contract. A notice that the Government intends to exercise any of the options will happen prior to the contract's expiration date. Specific information regarding the timeframe for this notice is set forth in the OPTION PROVISION of this order. When exercising an option period, the fixed price rate of this contract is set forth below.

iii. Upon the delivery and acceptance of the Option Services described in the Statement of Work, the Government shall pay the Contractor the rate(s) set.

iv. If the Government exercises its option pursuant to the OPTION PROVISION of this contract, the Government's total estimated contract amount, represented by the sum of the price of base plus option periods and the period of performance will be as follows:

1. Note: Unit price shall be an all-inclusive rate of all other fees including travel expenses, per diem, lodging all cities, state, federal, local taxes and miscellaneous cost associated with the above services. It is preferred the contract personnel reside in driving distance from the facility.
2. Lunch break of 30 minutes is permitted (as non-paid) under the contract; the contractor cannot invoice time as worked if its' employee chooses not to take a lunch break. The Contractor also cannot invoice travel times to/from the facility site as time worked.

E. Definitions

1) Acceptance: As stated in FAR, subpart 46.5, Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements and subject to other terms and conditions of the contract.

2) Approval: Acknowledgment by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to the contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contract requirements.

3) Area: A defined geographical region for Indian Health Service administrative purposes. Each Area Office may administer several Service Units.

4) Blanket Purchase Agreement (BPA): is a simplified method of filling anticipated repetitive needs for supplies or services.
5) Business Associate (BA): Any company or person that shown to, handles, or works with the data or medical records of the medical entity.
6) Business Associate Agreement (BAA): A BAA is a contract between a HIPAA-covered entity and a HIPAA BA. The contract protects personal health information (PHI) in accordance with HIPAA guidelines.
7) Code of Ethics: The Revised American Nurses Association Code of Ethics and Standards of Practice and Care, published in 1996 by the American Nurses Association, which makes explicit primary goals, values and obligations of the nursing profession.
8) Contract: This is a legal binding document between the Government and the Contractor.
9) Contractor: The individual award a legal binding contract to provide supplies and services.
10) Contracting Officer (CO): A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
11) Contracting Officer's Representative (COR): A federal employee who assists the CO in the administration of this contract. The COR is primarily responsible for the technical assistance and day-to-day program management.
12) Customer: Patients, staff and visitors of an IHS service unit and health center.
13) Customer Evaluation/Input: Written comments made to the COR regarding the Contractors performance. This is one of the criteria used to evaluate the Contractor's performance.
14) Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.
15) Health Clinics/Center: A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care providers, nursing, laboratory, and dietary services, as well as pharmacy, and dentistry which are available at least 40 hours a week for outpatient care.
16) Indefinite Delivery/Indefinite Quantity: No set delivery time and no set quantity amount (used for recurring purchases with no set delivery time or quantity).
17) Non-Personal Health Care Services: A contract under which the personnel rendering the health care services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees, as defined in
FAR 37.401
18) Ordering Activity: An authorized user of IHS that may issue a purchase order to obtain required services under this contract.
19) Orientation: An activity designed to provide basic familiarization of the facility and transition into the IHS Service Unit and/or Health Center.
20) Past Performance Information: Relevant information regarding a contractor's actions under previously awarded contracts.
21) Patient Outcome: End result of nursing care.
22) Performance Based Matrix: Lists the services and the standards to determine quality of performance.
23) Personal Protective Equipment (PPE): The equipment used to protect medical personnel from exposure to biological, chemical, and radioactive hazards.
24) Point of Contact: Person other than the COR or the Alternate COR
25) Quality Assurance Surveillance Plan (QASP): A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.
26) Service Unit: The local administrative unit of IHS.
27) Standards of Practice and Standards of Care: Authoritative statements by which it describes the responsibilities for which its practitioners are accountable.
28) Technical Direction: A directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or

documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor.

29) Valid Patient Complaint: Justifiable accusation made by a patient and supported by investigation.

30) Verifiable Emergency: An unexpected/unplanned absence by the contractor requiring valid documentation to confirm the occurrence.

F. Government Furnished Property and Services

1) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property used and maintained by the Contractor in accordance with provisions of FAR Clause 52.245-1, Government Property (found in Section 4).

Item No	Property Description	Property Value	Qty.	Date Available
1	Computer		1	Upon Arrival
2	Telephone		1	Upon Arrival
3	Desk/Chair		1	Upon Arrival
4	PIV Card		1	Upon Arrival
5	PPE Equipment			Upon Arrival

2) Government Furnished Information/ Property and Services

- **i. Information:** Government unique information related to this requirement, which is necessary for Contractor performance, made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.
- **ii. Joint Use by the Government and the Contractor:** Except for the property and service listed, the Government will provide, for joint use by the Government and the Contractor, all necessary equipment, supplies, and clinic space to perform the services under this contract.
- **iii. Contractor Exclusive Use:**
  1. **Personal Protective Equipment (PPE):** The Government will furnish the Contractor with appropriate PPE other than specified in the contract. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform or laboratory coat.
  2. The Government will provide facility specific contractor identification badges/keys for each contractor. For lost or destroyed badges/keys, there is a minimum charge of $20.00.
  3. **Training:** Facility specific orientation/training necessary for the Contractor to perform the required duties, e.g., IHS information technology (IT) systems and operational procedures. Training provided ONLY if the subject matter is necessary to improve or enhance the quality of services or includes mandates made by the IHS Service Units/Health Centers while the providers are working under this contract. Training not provided for the purpose of continuing education, career development or individual development.
- **iv. Contractor Furnished Property**
  1. Except for the property specified as government furnished, the Contractor shall provide all uniforms and other personal medical instruments subject to the following:
     - **a. Uniforms and Lab Coats:** Uniforms and Lab Coats must conform to the requirements of the Indian Health Service Manual, Part 3, and Chapter 4 and meet the approval of the COR.
     - **b. Other personal medical instruments:** "Other personal medical instruments" defined, as Contractor owned items include but not limited to stethoscope, scissors, as appropriate to the work unit. The Contractor must not use unsafe equipment or supplies at any time during

performance of this contract. All Contractor furnished equipment and supplies shall be subject to inspection by the Government and must be approved by the COR prior to use by the Contractor. The Government reserves the right to prohibit the use of any materials, supplies, or equipment.

G. Statement of Work

1) Provider Duties and Requirements

i. <u>Pharmacist</u>

1. Primary Duties

- **a.** Shall provide prescription medication order entry, dispensing, when the pharmacy opens.
- **b.** Maintain a medication profile for all patients and assist providers with prescription renewals and medication management therapy (MTM).
- **c.** Shall investigate and complete medication error reports, assign, prioritize and evaluate work, and follow medication policies and procedures including appropriate documentation within an electronic record.
- **d.** Requires knowledge of current state requirements, and other Federal or State regulatory agency requirements specific to medication order processing.
- **e.** Shall provide pertinent drug information and education to providers, patients, and staff
- **f.** Maintains patient records in the Electronic Health Record.
- **g.** Attends dental, medical staff, or clinic meetings as requested.
- **h.** Observes and abides by all the policies of Mid-Atlantic Tribal Health Center including rules and regulations of the medical staff.
- **i.** May participate in Service Unit meetings and in-services.
- **j.** Performs other related duties as assigned.
- **k.** Observes and complies with all policies, procedures, and regulations of the Mid-Atlantic Tribal Health Center, including medical and dental staff bylaws and infection control standards
- **l.** The Contractor must have a minimum of twelve (12) months of recent outpatient pharmacy experience within the last five (5) years.

ii. <u>Dentist</u>

1. Primary Duties

- **a.** Provides comprehensive dental care within the scope of licensure, including but not limited to patient history review, oral examinations, diagnosis of dental and oral conditions, treatment planning, and delivery of preventive, restorative, and emergency dental services.
- **b.** Performs dental procedures as appropriate, including examinations, extractions, restorations, endodontic procedures, periodontal care, and urgent/emergent same-day dental services.
- **c.** Orders, reviews, and interprets appropriate diagnostic studies, including dental radiographs and laboratory tests when indicated, and integrates findings into clinical decision-making.
- **d.** Develops and implements individualized treatment plans; explains diagnoses, treatment options, risks, benefits, and alternatives to patients and their families; and provides patient education and counseling on oral health maintenance.
- **e.** Prescribes medications within the scope of dental practice, including antibiotics, analgesics, and other medications as clinically indicated, in accordance with federal, state, and organizational policies.

f. Determines when referral to dental specialists or medical providers is necessary and coordinates appropriate referrals for complex or unusual cases.
g. Provides care for scheduled and walk-in/same-day patients to meet clinic access and urgent care needs.
h. Maintains timely, accurate, and complete documentation of all patient encounters, procedures, prescriptions, and treatment plans in the Electronic Health Record (EHR).
i. Attends dental, medical staff, or clinic meetings as requested.
j. Performs other related duties as assigned.
k. Observes and complies with all policies, procedures, and regulations of the Mid-Atlantic Tribal Health Center, including medical and dental staff bylaws and infection control standards
l. The Contractor must have a minimum of twelve (12) months of recent dental practice within the last five (5) years.

iii. All providers under the contract must be a board certified who have permanent, full, and unrestricted license to practice medicine in the Commonwealth of Virginia. Providers must also have a BLS certification.

iv. All Contract providers will be held to the same Standards of Conduct as federal employees "Standards of Conduct" as outlined in the IHS Indian Health Manual, Chapter 23- Ethical and Professional Condict of Health Care Providers https://www.ihs.gov/ihm/pc/part-3/p3c23/ and Indian Health Service Anti-Harassment Policy Statement https://www.ihs.gov/ihm/sgm/2024/indian-health-service-anti-harassment-policy-statement/

Violations of these policies may lead to contract termination.

v. Any negligent behavior or any behavior jeopardizing patient safety will not be tolerated. Professional Review Action may be taken regarding any member of the Medical staff if activity, demeanor or conduct of the member is detrimental to patient care, disruptive to service unit operation, or in violation of the local Bylaws, Medical Staff Rules and Regulation, IHS policy or ethical. Each incident will be evaluated and documented. Documentation will be submitted to the contractor. These incidents may be grounds for immediate removal. Credentialing actions giving rise to a hearing or appeals will be in accordance with the appropriate by-laws. No costs for travel, attorney fees, phone, mail, or other expenses associated with the candidates hearing or appeal will be provided by the IHS, or the local service unit.

vi. Observes and complies with all policies, procedures, and regulations of the Mid-Atlantic Tribal Health Center, including medical and dental staff bylaws and infection control standards.

vii. The Contractor shall perform all services in accordance with applicable federal laws, regulations, and policies governing the Indian Health Service (IHS) and the U.S. Department of Health and Human Services (HHS), including compliance with all applicable oversight and regulatory authorities

viii. May participate in service unit meetings, in-services, and interdisciplinary care coordination activities.

ix. Performs other related duties as assigned to support clinic operations and patient care needs

x. Work assignments will be defined by the Clinical Director/CEO (or designee) to include shifts within the hours of operation of the facility. The work hours/shifts cannot be changed/traded/switched without prior approval from the Clinical Director/CEO (or designee).

xi. Contract providers shall generate and maintain proper medical record information on beneficiaries to whom treatment is provided in accordance with Indian Health Service, Accrediting Body. The Contractor provider shall prepare all electronic medical record documentation to meet or exceed the established standards of the IHS facility to include but not be limited to: timeliness, accuracy, content, and signature. Contract providers shall complete all third party reimbursement and referral forms. All medical record information and documentation generated in the performance of this contract must be completed at the time of departure and will remain the property of and subject to the exclusive control of the Indian Health Service. The Medical Records Department shall be notified in advance of the contract provider's last workday. The Clinical Director/CEO (or designee) will not sign off on the contract provider's timesheet unless the contract provider is cleared by Health Information Management Systems (HIMS) utilizing the HIMS Clearance Form. Failure to complete medical records before leaving may result in a delay of the processing of all invoices from the contract.

xii. To ensure that contract providers are in compliance with all facility regulations, MATHC shall provide contract providers an orientation on Cultural Sensitivity, Customer Service, Resource & Patient Management System (RPMS), Purchased and Referred Care (PRC) and Electronic Health Record (EHR) systems. Each contract provider shall be granted access to RPMS and EHR systems for electronic documentation of patient care services. In addition, dentists will be granted access to Dentrix. This orientation will be paid at the regular rate.

xiii. The contractor's conformance with the technical requirements of this contract will be monitored for the period of performance. This assessment will include observations of the work system, methods and execution. Examples of monitoring methods include, but are not limited to: compliance with the Indian Health Service credentialing and privileging requirements, appropriateness of candidate placement (e.g., number of removals, number of early termination of assignments due to personality conflict, poor work habits, and inadequate skills for the assignment, unprofessional or discourteous behavior). An assessment spreadsheet with these methods will be monitored by the Clinical Director/ CEO and the Contracting Officer's Representative (COR) and/or designee.

xiv. <u>Conditions for Removal/Replacement of Contractor's Employee/Staff:</u>

1. As mutually agreed upon between the Contracting Officer and the Contractor, there may be grounds for removal and/or replacement of contractor personnel.
    - **a.** Contractor staff will be removed from the facility if services are not performed in accordance with the terms and conditions of the contract.
    - **b.** It is the accountability and responsibility of the Contractor to have replacement provider(s) on-board at the MATHC facility as expeditiously as possible; by immediately informing the provider staff to complete and have ready, their background investigation requirements upon notice of placement.
    - **c.** The Contactor is responsible for having a replacement provider in place no more than three (3) to four (4) weeks or sooner, if possible, of notification for a replacement of a provider.

xv. Certification forms and required documents must be completed in their entirety and returned demonstrating the minimum qualifications have been met, as follows:

1. **Provider Liability Insurance**: Provide proof of current medical liability insurance carried in the minimum amount of One (1) million dollars per occurrence and Three (3) million-dollar aggregate.

xvi. License:

1. **Pharmacist,** as minimum basic eligibility requirements, must be A Doctor of Pharmacy (Pharm.D.) degree from a program accredited by the Accreditation

Council for Pharmacy Education (ACPE) or an accrediting body recognized by the U.S. Department of Education. Evidence of completion must be provided.

   a. Must have at least 12-months of pharmacy outpatient experience specialization in the last five (5) years.
   b. Hold a full unrestricted and current active pharmacy license in a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States (US) during the term of the term of this order.
   c. BLS Certification: Current Basic Cardiac Life Support (BLS) Certification.

2. **Dentist**, as minimum basic eligibility requirements, must possess and maintain a current, unrestricted license to practice dentistry in the state where services are provided. The Contractor must be a graduate of a Commission on Dental Accreditation (CODA)–accredited dental program, resulting in a Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) degree. Evidence of successful completion of the dental program and current licensure must be provided

   a. The Contractor must have a minimum of twelve (12) months of recent clinical dental practice experience within the last five (5) years, demonstrating competence in general dentistry and outpatient clinical care, including urgent or same-day dental services.
   b. BLS Certification: Current Basic Cardiac Life Support (BLS) Certification.

xvii. All providers placed at the Mid-Atlantic Tribal Health Center MUST comply with Federal Vaccine/Immunization requirements. Under no circumstance will a provider by allowed to provide patient care services without the mandated vaccination and booster requirements of all federal agencies.

xviii. Credentialing: The Contractor's employees shall apply and be approved for clinical privileges prior to providing patient care. Contractor's employees shall submit the following to the service unit medical staff office: pre-application, if approved; then they shall submit a complete medical staff application with request for clinical privileges, copies of active, unrestricted professional licensure, professional degree, residency and board certification in specialty, current curriculum vitae, proof of professional liability coverage, DEA certificate and any supporting documentation that may be requested by the medical staff office.

   1. NOTE: The credentialing/privileging process takes a minimum of 4 to 6 weeks to complete.

2) Work Schedule

i. The contract provider(s) shall provide services at the Mid-Atlantic Tribal Health Center between the hours of 8:00AM and 04:30PM from Monday through Friday with the exception of federal holidays. By the Department of Labor Regulations, all contractor providers will be allowed to take a 30-minute meal/rest break. If the contract provider chooses to forego their meal/rest break, they cannot bill as hours worked.

ii. Hours of services during the contract period of performance is not expected to exceed 80 hours. This contract would be inclusive of singular days and 40 hours week schedules. Contract providers under this contract shall be scheduled and required to perform services at the request of the Clinical Director or his/her designee.

iii. The POC at the Mid-Atlantic Tribal Health Center must determine specific tour of duty. The contractor’s employee must work 100% of the contracted hours.

iv. The Contractor will perform duties on a PRN basis.

v. The Government reserves the right to examine and or re-examine any Contractor who meets the criteria.

vi. Discipline specific training: Not provided to Contractor employees. The only training provided to the Contractor employees will be in-house software specific at the Service Unit.

3) **Performance Evaluation**
   i. The Contractor's performance will be evaluated in accordance with the standards set forth in the contract.
   ii. Substantiated reports written by any customer dealing with patient safety, infection control, or other procedure that adversely affects patient outcome constitutes a breach of contract.

4) **Conduct**
   i. The Contractor must perform standards as listed in the Federal Code of Conduct.

5) **Conditions of Contract Services:**
   i. All contractors providing service under this contract must attend mandatory orientations specified by the Service Unit.
      1. The contractor must be subject to character investigation as required by Public Law 101-360, the Indian Health Child Protection and Family Violence Prevention Act prior to performance of a contract by utilizing the US Office of Personnel Management (OPM), Electronic Questionnaire for Investigation Processing (eQIP) system and this shall include all fingerprinting procedures and clearances. The contractor must provide all requested information necessary to perform Level I and Level II background checks. The contractor must comply with the requirement to obtain security investigations. The contractor must work with the IHS to ensure that the pre-employment screening process includes the appropriate investigation questionnaires and forms to be completed. The contractor will review all completed forms and forward onto the Government personnel. The contractor will be immediately removed from the position (at any time the investigation receives unfavorable adjudication, or, if other unfavorable information that would affect the investigation becomes known.
      2. Identification of Contractor: The Contractor must wear a government issued contractor identification badge during performance of duty.
      3. **Management of Medical Information:** The Contractor must manage all patient information in accordance with HIPAA standards, Privacy Act, and IHS Service Unit and/or Health Center specific policies and protocols. The Contractor must immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.
         a. The Contractor shall ensure adherence to DHHS IT system security policies and procedures. The IT policies and procedures will be made available to the Contractor.
         b. The Contractor shall immediately report to the Contracting Officer or COR any information or circumstances that may violate any statute, policy, or procedure.
      4. **IHS Information Technology Systems:** In performance of this contract, the Contractor must adapt to and successfully utilize IHS information technology systems such as Electronic Health Records (EHR) or RPMS, which the IHS has deemed necessary for acceptable contractor performance. The IT policies and procedures are available to the Contractor at the Service Unit and the Contractor will adhere to the IHS Information Technology System Security Policies and procedures. The Contractor must follow all appropriate federal required

information Technology security requirements and will be operating under Health Insurance Portability and Accountability (HIPAA) and Privacy Act regulations.

6) **Contractor Qualification Requirements**

   i. Motor Vehicle Operator's License: If required by the position, the Contractor shall possess a valid state driver's license throughout the term of this contract. Contractors will not operate any Government-Owned vehicles. If required to provide health care services, they are allowed only as passengers in the Government-Owned Vehicle driven by a Federal employee.

   ii. **Health Requirements of Contracted Healthcare Providers:** Furnish documentation that reflects immunity for the indicated vaccine preventable diseases through documented disease, vaccination history, serology results, and/or any documented episodes of adverse events after vaccination. Any contractor's employee who is allergic to a component of a vaccine and/or have a history of a severe reaction to a vaccine is not required to receive that vaccine with documented proof of contraindication to the vaccination. The following are additional requirements for specific vaccine preventable diseases.

      1. Measles:
         a. Vaccinations with 2 doses of live measles or MMR vaccines administered at least 28 days apart,
         b. Laboratory evidence of immunity,
         c. Laboratory confirmation of disease, or
         d. Birth before 1957.
      2. Mumps:
         a. Vaccinations with 2 doses of live mumps or MMR vaccines administered at least 28 days apart,
         b. Laboratory evidence of immunity,
         c. Laboratory confirmation of disease, or
         d. Birth before 1957.
      3. Rubella:
         a. Vaccinations with 1 dose of live rubella or MMR vaccines administered at least 28 days apart,
         b. Laboratory evidence of immunity,
         c. Laboratory confirmation of disease, or
         d. Birth before 1957
      4. Hepatitis B:
         a. Vaccinations with three doses of Hepatitis B vaccines, or
         b. signed declination of Hepatitis B vaccination series.
      5. Varicella:
         a. Vaccinations with two doses of varicella at least 4 weeks apart,
         b. Laboratory evidence of immunity or confirmation of disease,
         c. Diagnosis or verification of history of varicella disease by a health care provider, or
         d. Diagnosis or verification of a history of herpes zoster by a health care provider.
         e. signed declination of Varicella vaccination series.
      6. Influenza:
         a. Vaccination with one dose of current annual influenza season vaccine.
         b. Documented proof of the contraindication to the influenza vaccination as outlined by Advisory Committee on Immunization Practices recommendations, or

    c. Written statement justifying religious exemption from influenza vaccination.

7. Pertussis:
    a. Vaccination with one dose of Tdap vaccine.
    b. Signed declination of Tdap vaccine
8. Any additional immunization in accordance with IHS Immunization Policy that is available upon request.
9. Tuberculosis:
    a. The contract staff must have written documentation of TB test (TST or IGRA) within the last 12 months.
    b. If documented Positive TB test: Provide chest x-ray report of "No active TB disease" following positive TB test.
    c. Annual sign and symptoms screen:
        i. If negative sign and symptom screen, follow up chest x-ray not indicated.
        ii. If signs and symptoms screen positive, contract staff must have written documentation of chest x-ray and health care provider evaluation.
10. Credentialed provider contract staff must have documentation from the provider's physician or chief of staff that confirms they do not have any health problems (including disability, emotional stability, drug, or alcohol dependency) that might impair his/her ability to care for patient at time of application.
11. Annual N95 Fit Testing
12. **Note**: Unvaccinated contract staff with an approved medical or religious exemption must wear an IHS-provided surgical or similar mask when working in patient care areas or other areas frequented by patients in an IHS facility during the influenza season.

iii. Criminal History Background Check:

1. Contractor's employees whose duties and responsibilities involve regular contact or control over children are subject to a character investigation as required by Public Law 101-630, The Indian Child Protection and Family Violence Act. The minimum standards of character shall ensure that none of the individuals described in this order have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under federal, state, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children. These crimes do not hold a time statue and will be evaluated the same under any Child Care "CNACI" investigation with IHS. IHS will conduct these investigations following award of a contract. Until the character investigation has been completed and the Contracting Officer notified of the results, the Contractor's employees must not have unsupervised contact with Indian children. Contractor's employees are not able to work a scheduled shift until the security check is performed and clearance has been obtained by the appropriate agency. At a minimum, fingerprints are required, and upon clearance of this stage, a contractor's employee may work a scheduled shift. However, Contractor's employees are required to complete the detailed background application and the application is to be completed within 30 days once the contractor's employee has been given physical and logical access. All Contractors' employees are subject to criminal background check prior to performing services in accordance with the contract terms and conditions. The contractor shall ensure that each of their employees complete the Certification of Criminal History and Background Check Packet.

iv. Required Training: As stated in IHM Circular 19-05; Contractor Training Plan for Implementation of Indian Health Manual Part 3, Chapter 20:
    1. Protecting Children from Sexual Abuse by Health Care Providers
    2. HHS Annual Emergency Preparedness Training
    3. HHS Records Management
    4. I-STAR training
    5. Annual Ethics Training
    6. ISSA Training
    7. Cybersecurity Awareness Training
    8. IHS Patient Safety
    9. Trauma Informed Care and Historical Trauma
    10. HIPAA/Privacy Training
    11. IHS Unauthorized Commitments
    12. IHS Reversing Opioid Overdose/Naloxone Training
    13. Each provider must take this training within 30 days from their start date at the service unit. Certificate(s) should be provided to the COR. *** This list may change as requirements change.**

v. Subpoenas/Testimonies: Contractors are mandated to cooperate with the appropriate IHS managers when the contractors' employees are subpoenaed or requested by Tribal, State or Federal Parties to provide testimony as stated in Section 5-27.3(B)(9) of the Indian Health Manual.

vi. **Challenges to Conflicts:** For any inconsistency between COR and Contractor's employee, the employee should contact their agency. If this situation needs further remedies, then the Contractor will contact the COR

vii. When the Contractor demonstrates impaired judgement, they cannot continue working under the contract. The Government reserves the right to remove from the facility any Contractor employee who in the judgment of a licensed healthcare practitioner is impaired.

H. Technical Monitoring

1) Performance of work under this contract must be subject to the technical direction of the COR identified above, or an Alternate COR designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort. Shifts the work between work areas or locations, fills in details and otherwise serves to ensure that task areas outlined in the SOW accomplished satisfactorily.

2) Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that
    i. Constitutes a change of assignment or additional work outside the specification(s)/ statement of work;
    ii. Constitutes a change as defined in the clause entitled "Changes;"
    iii. In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
    iv. Changes any of the terms, conditions, or specification(s)/work statement of the contract;
    v. Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
    vi. Directs, supervises or otherwise controls the actions of the Contractor's employees.

3) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

4) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his designee, falls within the limitations in (b), above, the Contractor shall immediately notify the CO no later than the beginning of the next Government work day.

5) Failure of the Contractor and the CO to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes" (FAR 52.233-1, Disputes).

I. Meetings:

Initial meeting with COR I, Contracting Department, Safety Officer and Mashpee Service Unit Administration staff to review expectations, communication methods and future timelines.

1) Post-award Kickoff Meeting
   - **i.** Within 10 business days of contract award, the Government will conduct a post-award kickoff meeting via Microsoft Teams at the convenience of all parties.

2) Intermittent Project Status Reviews:
   - **i.** At the sole discretion of the Government, intermittent project status reviews may be conducted on an informal basis (by telephone or teleconference) or in person at Mashpee Service Unit on two weeks' notice as approved by the Contracting Officer.

J. Contracting – General:

1) **NAICS:**
   - **i.** **621399** – Offices of All Other Health Practitioners

2) **PSC:**
   - **i.** **Q503** – Medical - Dentistry
   - **ii.** **Q517** – Medical – Pharmacy Services

3) **Type of Solicitation:**
   - **i.** Set Aside
     1. 100% Indian Small Business Economic Enterprise / Indian Economic Enterprise (ISBEE / IEE)

4) **Type of Contract:**
   - **i.** The government intends to award a firm fixed-price contract for PRN dental and pharmacist services on a base year contract with four option periods

5) **List of Attachments:**
   - **i.** IHS IEE Representation Form

6) **Evaluation Basis:**
   - **i.** Trade Off

7) **Evaluation Factors:**
   - **i.** See 52.212-2 in the section below

8) **Insurance:**

i. Minimum of $1,000,000.00 per person, per occurrence, and property damage respectively with $3,000,000.00 aggregate

CLAUSES INCORPORATED BY FULL TEXT:

Federal Acquisition Regulation (FAR):

52.212-2 Evaluation—Commercial Products and Commercial Services (OCT 2025).

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. *Price*
    a. *Includes hourly rates and any other fees by line item*
2. *Past Performance*
    a. *Relevant performance of equivalent services provided within the last five years*
3. *Technical Capability*
    a. *Based on the ability to meet the requirements in Section G above along with evidence of certifications required.*
4. *Subcontracting*
    a. *If you plan on subcontracting portions of this requirement you will need to identify the subcontractor and amount of planned work to be subcontracted.*
5. *Proposal Factors*

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.217-8 Option to Extend Services (NOV 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 Option to Extend the Term of the Contract (MAR 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *30* days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.252-2 Clauses Incorporated by Reference (FEB 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

Health and Human Services Acquisition Regulation (HHSAR):

352.239-73 Electronic Information and Technology Accessibility Notice (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.
In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website http://www.hhs.gov/web/508.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

Standards

The included standards that must be met for this contract are taken from the following two resources. Compliance with these standards is mandatory for Federal agencies subject to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

- *Section 508 Standards and Guidelines: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines*
- *Web Content Accessibility Guidelines (WCAG) 2.0: https://www.w3.org/TR/WCAG20/*

Support Documentation Accessibility

- *E602.1 General - Documentation that supports the use of ICT shall conform to 602.*
- *E602.2 Accessibility and Compatibility Features - Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.*
- *E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).*
- *E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.*

- *E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).*
- *E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.*

- *E603.1 General - ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.*
- *E603.2 Information on Accessibility and Compatibility Features - ICT support services shall include information on the accessibility and compatibility features required by 602.2.*
- *E603.3 Accommodation of Communication Needs - Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.*
- *WCAG – All WCAG 2.0 A & AA Success Criteria*
  EXCEPTION:
    - *Non-Web documents shall not be required to conform to the following four WCAG 2.0 Success Criteria: 2.4.1 Bypass Blocks, 2.4.5 Multiple Ways, 3.2.3 Consistent Navigation, and 3.2.4 Consistent Identification.*

    - *E205.4.1 Word Substitution when Applying WCAG to Non-Web Documents. For non-Web documents, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "document" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in a document" shall be substituted for the phrase "on a Web page".*

- *Appendix A – Section 508 of the Rehabilitation Act: Application and Scoping Requirements*
    - *E208 Support Documentation and Services*
- *Appendix C – Functional Performance Criteria and Technical Requirements*
    - *302 - Functional Performance Criteria*
    - *602 – Support Documentation*
    - *603 – Support Services*

Functional Performance Criteria

- *301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.*
- *302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.*
- *302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.*
- *302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.*
- *302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.*
- *302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.*
- *302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.*
- *302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.*
- *302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.*
- *302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.*

352.239-74 Electronic and Information Technology Accessibility (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also

requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.
In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website http://www.hhs.gov/web/508.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

Standards

The included standards that must be met for this contract are taken from the following two resources. Compliance with these standards is mandatory for Federal agencies subject to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

- Section 508 Standards and Guidelines: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines
- Web Content Accessibility Guidelines (WCAG) 2.0: https://www.w3.org/TR/WCAG20/

Support Documentation Accessibility

- E602.1 General - Documentation that supports the use of ICT shall conform to 602.
- E602.2 Accessibility and Compatibility Features - Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.
- E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).

- E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.
- E602.3 Electronic Support Documentation - Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).
- E602.4 Alternate Formats for Non-Electronic Support Documentation - Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.
- E603.1 General - ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.
- E603.2 Information on Accessibility and Compatibility Features - ICT support services shall include information on the accessibility and compatibility features required by 602.2.
- E603.3 Accommodation of Communication Needs - Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.
- WCAG – All WCAG 2.0 A & AA Success Criteria
  EXCEPTION:
    - Non-Web documents shall not be required to conform to the following four WCAG 2.0 Success Criteria: 2.4.1 Bypass Blocks, 2.4.5 Multiple Ways, 3.2.3 Consistent Navigation, and 3.2.4 Consistent Identification.
    - E205.4.1 Word Substitution when Applying WCAG to Non-Web Documents. For non-Web documents, wherever the term "Web page" or "page" appears in WCAG 2.0 Level A and AA Success Criteria and Conformance Requirements, the term "document" shall be substituted for the terms "Web page" and "page". In addition, in Success Criterion in 1.4.2, the phrase "in a document" shall be substituted for the phrase "on a Web page".
- Appendix A – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
    - E208 Support Documentation and Services
- Appendix C – Functional Performance Criteria and Technical Requirements
    - 302 - Functional Performance Criteria
    - 602 – Support Documentation
    - 603 – Support Services

Functional Performance Criteria

- 301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- 302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- 302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

- 302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- 302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- 302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- 302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- 302.8 With Limited Reach and Strength - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.
- 302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

INVOICE SUBMISSION:

The Contractor shall submit invoices once per month, quarterly, semi-annually, or annually.

HHSAR 352.232-71 Electronic Submission of Payment Requests (FEB 2022)

Electronic Submission of Payment Requests

(a) Definitions. As used in this clause - Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) - All Invoice submissions for goods and or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).

- Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial items contracts.

The IPP website address is: https://www.ipp.gov.

- The Department of Treasury will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award for new contracts or date of modification for existing contracts. - Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP

Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
- The Contractor POC will receive two emails from IPP Customer Support, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
- If your company is already registered to use IPP, you will not be required to re-register. - If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional IHS Invoice Requirements:

i. The contractor shall submit invoices under this contract once per month or as specified in the payment schedule. For indefinite delivery vehicles, separate invoices must be submitted for each order.
ii. Invoices must break-out price/cost by contract line-item number (CLIN) as specified in the pricing section of the contract.
iii. Invoices must include the Unique Entity Identifier Number (UEI) of the Contractor.
iv. Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).
v. Invoices that include cost-reimbursement

CLINs must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts. At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred. - Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects) - show rate, base and total amount; - Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant; - Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed; - Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor; - Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and - Fee - amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

PAYMENT BY ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-33, Payment by Electronic Funds Transfer –Central Contractor Registration, payments under this contract shall be made by electronic funds transfer. The Contractor shall register in the System for Award Management (www.SAM.gov).

CLAUSES INCORPORATED BY REFERENCE:

52.204-7	*System for Award Management*	*OCT 2025*
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2025
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	OCT 2025
52.212-1	*Instructions to Offerors-Commercial Products and Commercial Services*	*OCT 2025*
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Alternate I)	OCT 2025
52.214-34	*Submission of Offers in the English Language*	*APR 1991*
52.214-35	*Submission of Offers in U.S. Currency*	*APR 1991*
52.217-8	Option to Extend Services	NOV 1999
52.219-14	Limitations on Subcontracting	OCT 2025
52.222-41	Service Contract Labor Standards	OCT 2025
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors	OCT 2025

52.223-23	Sustainable Products and Services	OCT 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	OCT 2025
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2025
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025
52.246-16	Responsibility for Supplies	APR 1984
52.246-23	Limitation of Liability	FEB 1997
52.247-34	F.o.b. Destination	NOV 1991
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

HHSAR:

352.203-70	Anti-Lobbying	DEC 2015
352.215-70	*Late Proposals and Revisions*	*DEC 2015*
352.223-71	*Instructions to Offerors – Sustainable Acquisition*	*DEC 2015*
352.226-1	Indian Preference	DEC 2015
352.226-5	*Notice of Indian Economic Enterprise set-aside*	
352.226-6	Indian Economic Enterprise Subcontracting Limitations	
352.226-7	*Indian Economic Enterprise Representation*	
352.232-71	Electronic submission of payment requests	
352.233-71	Litigation and Claims	DEC 2015
352.237-70	Pro-Children Act	DEC 2015
352.239-73	*Electronic Information and Technology Accessibility Notice*	*DEC 2015*
352.239-74	Electronic and Information Technology Accessibility	DEC 2015

Appendix 1 : Business Associate Agreement

I. Authority:

Pursuant to 45 C.F.R. § 164.502(e), the Indian Health Service (IHS), as a covered entity, is required to enter into an agreement with a "business associate," as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with the IHS. By signing Contract No. _____ (Contract), _____ agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Appendix comprises the Business Associate Agreement (Agreement).

II. Definitions:

The following terms shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, which are the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean _____.

B. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the IHS.

C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

D. Master Patient Index (MPI). The "Master Patient Index" or "MPI" is composed of a unique list of patients and a current list of medical centers where each patient has been seen. This enables the sharing of patient data between operationally and regionally diverse systems. Each record (or index entry) on the MPI contains a small amount of patient data used to identify individual entries.

The mission of the MPI is to uniquely identify a patient and to "link" that patient's data throughout the IHS facilities using the Integration Control Number (ICN). The MPI is the authoritative source of a patient's ICN, the enterprise-wide identifier for IHS facilities and the key to accessing a patient's record. The

accuracy of patient information and patient identification directly affects clinical, administrative, billing, and interdepartmental processes.

III. Obligations and Activities of Business Associate:

A. Compliance: Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.

B. Subcontractors: In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.

C. Safeguarding PHI: Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

D. Safeguarding Electronic PHI: Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.

E. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law within thirty (30) days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.

F. Reporting of Breach: In accordance with the policy of the Department of Health and Human Services, Business Associate will report, within one hour of discovery, all suspected or confirmed breaches to Covered Entity.

G. Notification of Breach of Unsecured PHI: In addition to the above, Business Associate shall notify Covered Entity of a breach, as set forth in 45 C.F.R. § 164.410, of the security of any unsecured PHI that Business Associate received from, or created or received on behalf of, Covered Entity within thirty (30) calendar days after the discovery of the breach by Business Associate, its employees, officers, and/or other agents, unless notification is specifically excepted by 45 C.F.R. § 164.412.

1. Requirements of Notice. Such notice shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of the circumstances of the breach of security, including the date of the breach and the date of Business Associate's discovery of the breach; and the type of unsecured PHI involved in the breach. Business Associate agrees to provide any other available information that Covered Entity is required to include in notification to the individual under 45 §164.404(c). In the event notification is delayed, evidence demonstrating the necessity of the delay shall accompany the notification.

H. Individual Access to PHI: Business Associate shall maintain a designated record set for each individual for whom it maintains PHI. In accordance with an individual's right to access his or her PHI, Business Associate shall make available all PHI in the individual's designated record set to the individual to whom that information pertains, or, upon the request of the individual, to that individual's authorized representative, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Availability to access PHI shall be made within five (5) calendar days of receipt of a valid request.

I. Accounting of Disclosures: Business Associate shall maintain records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate. Business Associate shall, within five (5) calendar days after receiving a request from Covered Entity, provide to Covered Entity such information as Covered Entity may require to fulfill its obligations to account for disclosures of PHI pursuant to 45 C.F.R. § 164.528.

J. Amendment of PHI: Business Associate shall, within five (5) calendar days of a request by Covered Entity, make PHI available to Covered Entity for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526 to amend PHI and shall, as directed by Covered Entity, within five (5) calendar days of receipt of such direction, incorporate any amendments into PHI held by Business Associate. In addition, Business Associate shall ensure incorporation of any such amendments into PHI held by its agents or subcontractors within ten (10) days of such direction, and shall notify Covered Entity within five (5) calendar days of when

those agents or subcontractors have completed the incorporation of the amendments. Business Associate shall forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.

K. Carrying out Covered Entity's Obligations: To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

L. Disclosures for Verifying Compliance: Upon request, Business Associate shall permit access by the Secretary and Covered Entity during normal business hours to its facilities, books, records, accounts, and any other sources of information, including PHI and any agreements that it has with subcontractors, vendors, and/or other agents relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, for purposes of determining both Business Associate's and Covered Entity's compliance with the HIPAA Rules.

IV. Permitted Uses and Disclosures by Business Associate:

A. Business Associate shall not use or disclose PHI except to perform functions, activities, or services on behalf of Covered Entity as provided for in the Contract, this Agreement, the HIPAA Rules, or other applicable law.

B. Business Associate agrees that it may use or disclose PHI on behalf of Covered Entity only:

1. Upon obtaining the authorization of the individual to whom the PHI pertains;
2. For the purposes of treatment, payment or health care operations unless Covered Entity has agreed to a restriction pursuant to 45 C.F.R. § 164.520(b)(iv)(A) or 45 C.F.R. § 164.522; or
3. Without an authorization or consent, if in accordance with 45 C.F.R. § 164.510, 45 C.F.R. § 164.512, 45 C.F.R. § 164.514(e), 45 C.F.R. § 164.514(f), or 45 C.F.R. § 164.514(g).

C. Business Associate shall use and disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), which section is fully incorporated herein.

D. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

E. It is anticipated that Business Associate will have access to the MPI.

F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. Obligations of Covered Entity:

A. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.

B. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.

D. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.

VI. Termination:

A. **Term:** The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

B. **Termination for Cause:** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate

has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.

C. **Obligations of Business Associate Upon Termination:** Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate does not need to continue its proper management and administration or to carry out its legal responsibilities;
3. Continue to use appropriate safeguards, in compliance with Subpart C of 45 C.F.R. Part 164, with respect to electronic PHI to prevent use or disclosure of electronic PHI, other than as provided for in this Part, for as long as Business Associate retains the PHI;
4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, at Part IV, Subpart F, Section 1 of the Agreement which applied prior to termination;
5. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
6. If Business Associate or its agent or subcontractor destroys any PHI, Business Associate will provide Covered Entity with documentation evidencing such destruction within thirty (30) days of completion of destruction.

D. **Survival:** The obligations of Business Associate under this Part shall survive the termination of this Agreement.

VII. Indemnification:

In the event Business Associate is investigated and/or becomes a party to a civil or criminal cause of action in any forum relating to its failure to comply with the HIPAA Rules, Business Associate shall reimburse Covered Entity all reasonable costs and expenses Covered Entity may incur relating to such investigation and/or cause of action, and will otherwise hold Covered Entity harmless for any and all reasonable costs and expenses relating to the foregoing.

VIII. Miscellaneous:

A. **Incorporation:** This Agreement is attached to and fully incorporated into the Contract.

B. **Notices:** All notices under this Agreement shall be provided by certified mailing, and shall require proof of date of receipt.

C. **Regulatory References:** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

D. **Amendment:** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

E. **Interpretation:** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

F. **Successors and Assigns:** This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns.

G. **Severability:** If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.