Description of Agreement
Vaccine Injury Compensation Program (VICP) and
Countermeasures Injury Compensation Program (CICP)
Medical Expert Witness
Medical Case Reviewers
Blanket Purchase Agreement (BPA)
Date 8/25/2025

SECTION 1 – SERVICES/PRICES

1.1 Purpose

The purpose of this requirement is to establish a BPA to acquire medical-expert services and medical reviewer/case managers for the National Vaccine Injury Compensation Program (VICP) and Countermeasures Injury Compensation Program (CICP) efforts in the litigation process in defense of the petitions and filed against the HHS Secretary.

1.2 Type of Order
Under this BPA the issuance of Firm Fixed Price (FFP), Time and Material (T&M), and hybrid FFP/T&M Call Orders are authorized,

1.3 Commercial Services
This requirement is for commercial services.

1.4 Severable / Non-severable Services
This requirement is non-severable.

1.5 Pricing

VICP/CICP Medical Case Reviewer shall be reimbursed at the rate below.

Labor Category	Unit	Unit Price
VICP/CICP Medical Case Reviewer	Hour	$125.00
VICP/CICP Medical Case Reviewer	Hour	$175.00
VICP/CICP Medical Expert	Hour	$375.00

The Government reserves the right to increase rates pending availability of funds.

1.6 BPA Estimated Threshold
The ceiling amount for this BPA is $7.5 million. This is a ceiling amount only and does not guarantee that the volume of purchases under this BPA will approach the ceiling amount. The minimum amount per one order under this BPA is $125.00, $175.00, or $375.00 and the maximum amount per one order is $100,000.

SECTION 2 – STATEMENT OF WORK

I. Background

The Health Resources and Services Administration (HRSA) National Vaccine Injury Compensation Program (VICP) and Countermeasures Injury Compensation Program (CICP) are a federal program that provides compensation to people found to be injured by certain vaccines.

1. The VICP is a no-fault alternative to the traditional legal system for resolving vaccine injury petitions. Authorizing Legislation – Public Health Service Act, Title XXI, Subtitle 2 Parts A and D, Sections 2110-19 and 2131-31.

To compensate those found to be injured by childhood vaccines, congress enacted the National Childhood Vaccine Injury Act of 1986 (Public Law 99-660) October 1, 1988. Several amendments to this law expanded the VICP's coverage to include new categories of vaccines that previously were not covered by the VICP: vaccines recommended by the CDC for routine administration to pregnant women (but not for routine administration in children) and subject to a federal excise tax. See Section 3093(c) (1) of P.L. 114-255. To find out more about the VICP, visit the website at; https://www.hrsa.gov/vaccine-compensation/index.html

HRSA has been delegated the authority to administer Parts A and D of Subtitle 2. An individual must file a petition (also called claims) with the U.S. Court of Federal Claims. In accordance with program authority, consistent with the delegation, HRSA, Health Systems Bureau (HSB), VICP:

- Receives petitions requesting compensation for vaccine injuries or deaths served against the Secretary of Health and Human Services (HHS) which are filed with the court.

- Arranges for medical review of each petition and supporting documentation by healthcare professionals with expertise in pediatric, adolescent and adult medicine, to determine eligibility for compensation. Recommendations are provided to the Department of Justice (DOJ), who then incorporates in the DOJ Rule 4(b) report that is submitted to the Court.

2. The Countermeasures Injury Compensation Program (CICP) provides compensation to eligible individuals for serious physical injuries or death directly caused by the administration or use of pandemic, epidemic, or security countermeasures identified in declarations issued by the Secretary of the U.S. Department of Health and Human Services (HHS) pursuant to section 319F-3(b) of the PHS Act (42 US.C 247d-6d).

Since 2010, the CICP has provided compensation for serious injuries that occur as the result of the administration or use of certain countermeasures. Compensation includes unreimbursed medical expenses (expenses that health insurance did not cover), lost employment income, and the survivor death benefit. To find out more about the CICP program visit the website at https://www.hrsa.gov/cicp.

The CICP Administrative Implementation, Final Rule (FR) allows the CICP to evaluate and process requests for benefits filed by individuals who experienced serious physical injuries as a direct result of the administration or use of covered countermeasures identified by the HHS Secretary in declarations issued under the Public Readiness and Emergency Preparedness or, PREP Act.

- Receives all medical records from each health care provider and generally all of the medical records from one year before the administration or use of the covered countermeasure to the present time.

- Is the payer of last resort and only covers expenses or provides benefits that other third- party payers, such as health insurance, the Department of Veterans Affairs, or Workers' Compensation programs have no obligation to pay.

Depending on the type of petition filed, such as injuries, disabilities, illnesses, conditions, and deaths resulting from vaccines, determines the medical specialists required for medical case review of petition and documents. HRSA contracts with medical experts and reviewers shall perform these tasks.

The Medical Expert shall serve in reviewing medical case files (petition, medical records affidavits, and depositions provided by the Petitioner) for assessment of merit, liability, damages and standard of care deviations. The medical expert panel is limited to actively practicing board-certified physicians willing to testify to support an unbiased opinion. The Medical Case Reviewer shall serve in reviewing medical case files (petition, medical records affidavits, and depositions provided by the Petitioner) for assessment of merit, liability, damages and standard of care deviations.

II. Purpose / General Description

The purpose of this requirement is to establish a BPA to acquire medical expert services and medical reviewer/case managers for the VICP efforts in the litigation process in defense of the petitions filed against the HHS Secretary.

III. Period of Performance / Place of Performance

The period of performance is a base period of five (5) years from the time of the award. Each order issued under this BPA will specify the period of performance for the work to be performed under that order.

The work shall be performed at the contractor's facility. The offeror shall travel if required to attend court hearings at specified locations within the continental United States.

IV. Tasks

Task 1: VICP/CICP Medical Expert Witness:

The contractor shall:

a. Obtain and review the case file, which includes the petition, medical records, affidavits, depositions, exhibits, and other relevant documentation.

b. Consult, when applicable, on the case with the assigned VICP/CICP Medical Reviewer (MR) and the Department of Justice (DOJ)

c. Notify the MR and DOJ attorney of the need for any additional or missing medical records or exhibits.

d. Provide a written draft report for the MR and DOJ attorney by the due date provided. The report shall:

- Identify the essential medical points in question.
- Address and respond accordingly to points raised by Petitioner's expert that are within expert's scope of practice.
- Identify any inconsistencies in the petitioner's theory of causation.
- Provide an analysis of the petitioner's theory of causation and include whether the theory is considered scientifically valid and medically reasonable.
- Provide the expert's opinion.

e. Provide a written final report for the MR and DOJ attorney by the due date provided. The final report shall include copies of all pertinent reference materials utilized for the report.

f. Provide a written response to all interrogatories received from the MR or DOJ attorney originating from the U.S. Court of Federal Claims (Court), including copies of pertinent reference materials utilized for the response, by the due date provided by the MR or DOJ attorney.

g. Provide testimony to the Court as required, either in person (travel required), through teleconference, video conference or in writing. Participate in any preparation in advance of testifying before the Court.

h. When requested by the VICP/CICP, provide assistance in evaluating issues or questions regarding selected vaccines, countermeasures, or medical conditions, including reported

serious adverse events or issues related to vaccine safety.

i. Comply with all the requirements provided. Regarding document security, including protection of Personal Health Information (PHI) and Personally Identifiable Information (PII).

j. When applicable return, shred, or destroy all records, as directed by the VICP/CICP, within 30 days of notification of case adjudication or closure. The contractor shall manage and maintain Federal records, including electronic records, resulting from this BPA in accordance with all applicable records management laws and regulations, including the Federal Records Act (44 U.S.C. Chapters 21, 29, 31, 33); 36 CFR § 1236.20.

k. Regardless of format, all digital content or communications materials produced as a deliverable under this BPA shall conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided by persons without disabilities. Remediation of any materials that do not comply with the applicable requirements as set forth below shall be the responsibility of the vendor. HHS guidance regarding accessibility of documents can be found at http://www.hhs.gov/web/section-508/making-files- accessible/index.html.

l. Travel in the event that in-person testimony is required by the U.S. Court of Federal Claims. Travel and per-diem expenses are reimbursed in accordance with Federal Travel Regulations. If travel is required, it will be noted within the BPA Call.

m. Invoicing shall be submitted, via Injury Compensation System (ICS), once the work is completed on a case.

Task 2: VICP/CICP Medical Case Reviewer:

The contractor shall:

a. Obtain and review the case file, which includes the petition, medical records, affidavits, depositions, exhibits, and other relevant documentation for determining:

    1. Adequacy of available information, likelihood of vaccine causation based on medical principles, knowledge of the literature and

    2. An understanding of associated disease and conditions

b. Consult on the case with the assigned VICP/CICP Team Lead, medical expert, when applicable, Office of General Counsel (OGC) Attorney and/or the DOJ) attorney.

c. Notify the Team Lead and DOJ attorney of the need for any additional or missing medical

records or exhibits.

d. Provide an initial draft report for the Team Lead and DOJ attorney by the due date provided. The report shall:

    1. Identify the essential points in question

    2. Provide a determination of eligibility for compensation recommendation based on the Vaccine Injury Table in Statute

    3. Provide a determination of preponderance of evidence to support a "factor unrelated" or alternate cause and make recommendations in medical reports as applicable

    4. Obtain outside medical consultation and interpretation in context of Statute in specific case review.

e. Consult with the Team Lead and DOJ attorney in preparation of reports for legal proceedings by the due date provided.
f. Present cases and participate in group panel discussions on case findings in order to reach consensus on recommendations.
g. Management of case(s) throughout its lifecycle from initial review to final adjudication.
h. Shall have at least 5 years of experience in reviewing cases related to vaccine administration and vaccine injury.
i. Records Management Training: The contractor shall complete the HRSA Records Management training before performing work under this BPA and thereafter completing the annual training refresher course during the life of the BPA. https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html
j. Return, shred, or destroy all records, as directed by the VICP, within 30 days of notification of case adjudication or closure. The contractor shall manage and maintain Federal records, including electronic records, resulting from this BPA in accordance with all applicable records management laws and regulations, including the Federal Records Act (44 U.S.C. Chapters 21, 29, 31, 33); 36 CFR § 1236.20.
k. Provide a written final report for the MR and DOJ attorney by the due date provided. The final report shall include copies of all pertinent reference materials utilized for the report.

Evaluation Criteria:

VICP/CICP Medical Expert. **$375.00** rate per hour.

A. Expertise

1. MD (Doctor of Medicine) or DO (Doctor of Osteopathy)

a. If seeing patients, the offeror shall possess a current, active, full, and unrestricted license or registration as a physician from a state within the United States, the District of Columbia, the Commonwealth of Puerto Rico, or other territory of the United States.

b. Possess a Doctor of Medicine or Doctor of Osteopathy degree from a medical school in the United States, the District of Columbia, the Commonwealth of Puerto Rico, or other territory of the United States or an equivalent degree from a foreign medical or osteopathic school that provides education and medical knowledge equivalent to accredited schools in the United States.

c. Shall successfully pass the National Practitioner Data Bank (NPDB) query for any adverse actions of health care fraud and abuses. The NPDB data collection program is used to for reporting final adverse actions but does not include settlements in which no findings or liability have been made against health care providers, suppliers or practitioners.

D. If primarily in clinical practice (defined as "involving activities with and on behalf of patients"), the offeror shall be currently in clinical practice or have left clinical practice in a period not more than 5 years prior to application.

e. If primarily involved in research activity, the offeror shall be currently involved in research activities or have left research activity in a period not more than 5 years prior to application.

f. Board certification in declared specialty/subspecialty.

g. Shall have a current academic appointment with a United States MD-granting medical school accredited by the Liaison Committee on Medical Education, or a United States DO-granting medical school accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation and in good standing.

h. Current affiliation with a U.S. academic medical center (defined as a "health care facility linked to a medical school and/or university complex and closely affiliated with or part of a degree-granting university").

i. Expertise (either clinical or research-related) in one or more of the following fields (both pediatric and adult medicine): Allergy, Autonomic Disorders, Bioinformatics, Cardiology, Dermatology, Developmental Medicine, Endocrinology, Epidemiology, Family Practice, Gastroenterology, General Pediatrics, Genetics, Gynecology, Hematology, Immunology, Infectious Disease, Internal Medicine, Maternal-Fetal Medicine, Metabolic Disorders, Mitochondrial Disorders, Neonatology, Nephrology, Neuroimmunology, Neurology, Neuro-ophthalmology, Neuropathology, Neuropsychology, Neuroradiology, Obstetrics, Oncology, Ophthalmology, Orthopedics, Otolaryngology, Pathology, Physical Medicine and Rehabilitation, Pulmonology, Psychiatry, Radiology, Rheumatology, Sleep Disorders, Toxicology and Vaccinology. The need for an expert in a specific specialty depends on current program needs.

j. Subject Matter Expert in Field of interest backed by publications in medical journals, research, and teaching appointments at academic institutions.

2. PhD (Doctor of Philosophy): **$125.00** rate per hour.

a. Possess an advanced degree acquired from the list of postsecondary institutions that are accredited by accrediting agencies recognized by the U.S. Department of Education or an equivalent degree from a foreign postsecondary institution that provides education equivalent to accredited schools in the United States.

a. Current affiliation with a U.S. academic medical center (defined as a "health care facility linked to a medical school and/or university complex and closely affiliated with or part of a degree-granting university").

b. Expertise (either clinical or research-related) in one or more of the following fields (both pediatric and adult medicine): Allergy, Autonomic Disorders, Bioinformatics, Cardiology, Dermatology, Developmental Medicine, Endocrinology, Epidemiology, Gastroenterology, Genetics, Gynecology, Hematology, Immunology, Infectious Disease, Maternal-Fetal Medicine, Metabolic Disorders, Mitochondrial Disorders, Neonatology, Nephrology, Neuroimmunology, Neurology, Neuro-ophthalmology, Neuropathology, Neuropsychology, Neuroradiology, Obstetrics, Oncology, Ophthalmology, Orthopedics, Otolaryngology, Pathology, Physical Medicine and Rehabilitation, Pulmonology, Psychiatry, Radiology, Rheumatology, Sleep Disorders, Toxicology and Vaccinology. The need for an expert in a specific specialty depends on current program needs.

The VICP reserves the right to verify medical credentials through online State Medical License Lookup resources and to request further information/documentation if deemed necessary.

3. VICP/CICP Medical Case Reviewer:

1. MD (Doctor of Medicine) or DO (Doctor of Osteopathy): **$175.00** rate per hour.

a. Possess a Doctor of Medicine or Doctor of Osteopathy degree from a medical school in the United States, the District of Columbia, the Commonwealth of Puerto Rico, or other territory of the United States or an equivalent degree from a foreign medical or osteopathic school that provides education and medical knowledge equivalent to accredited schools in the United States.

b. Possess a current, active, full, and unrestricted license or registration as a physician from a state within the United States, the District of Columbia, the Commonwealth of Puerto Rico, or other territory of the United States.

2. PhD (Doctor of Philosophy): **$125** rate per hour.

a. Possess an advanced degree acquired from the list of postsecondary institutions that are accredited by accrediting agencies recognized by the U.S. Department of Education or an equivalent degree from a foreign postsecondary institution that provides education equivalent to accredited schools in the United States.

b. If primarily in clinical practice (defined as "involving activities with and on behalf of patients"), the offeror shall be currently in clinical practice or have left clinical practice in a period not more than 5 years prior to application.

c. Subject Matter Expert in Field of interest backed by publications in medical journals, research, and teaching appointments at academic institutions

Note: Other advanced non-medical degrees such as: Physician Assistant, Nurse (Registered (Professional) Nurse; Nurse Anesthetist; Nurse Midwife; Nurse Practitioner, Clinical Nurse Specialist; Licensed Practical or Vocational Nurse; Physical Therapist; and Physical Therapy Assistant apply.

(applies to all) proficient writing/typing skills with preference given to prior experience in medical claims review.

Subject Matter Expert in Field of interest backed by publications in medical journals, research, and teaching appointments at academic institutions. The Subject Matter Expert shall have at least 3 years' experience writing medical case reviews/evaluations for injury compensation and show proficiency in typing skills.

Task 3: Verification of Contact Information:

The contractor shall complete and update contact information and submit for the program file records to ensure up-to-date contact information is accurate. See Agreement - Attachment D - Data Collection Form for verification of contact information form.

Task 4: Non-Disclosure:

Performance of this requirement requires the contractor to access and use data and information proprietary to a Federal Government which is of such-a-nature that its dissemination or use, other than in performance of this requirement, would be averse to the interests of the Federal Government and/or others.

Contractors shall not divulge, or release data or information developed or obtained in performance of this requirement, until made public by the Federal Government, except as authorized by appropriate Federal Government personnel or upon written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary information or data that bears a restrictive legend, other than as required in the performance of this requirement. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Federal Government between the contractor and the data owner which provides for greater rights to the contractor. Contractors performing work under this requirement shall submit a signed non-disclosure agreement (Agreement - Attachment C – Non-Disclousere Agreement).

Task 5: Confidentiality and Maintenance of Records:

Protection of Personally Identifiable Information (PII)

The contractor shall comply with the Privacy Act clause within the BPA, HHSAR 352.224-70. HRSA and its Bureaus/Offices are committed to protecting privacy. As a result, emails containing PII should be sent and received in a secure manner.

PII sent and received internally among HRSA employees (including contractors) must be sent and received in a secure and confidential manner (for example, using encryption to protect data and/or attachments). Encryption helps to ensure that the data is not comprised during transmission. To aid in this effort, we recommend the following options to transmit PII in a secure manner; SecureZip. SecureZip ensure that sensitive data kept in file, folder, or email format is protected while the data is in transit or at rest. It combines ZIP compression and encryption to deliver more secure method of transmitting PII via email. If you do not have SecureZip, please contact the HRSA Helpdesk to request a copy of the software to be installed on your computer.

Secure Email File Transfer (SEFT), National Institutes of Health (NIH) Secure Email and File Transfer Service is a service that allows HRSA users to send and receive emails securely on a secure socket layer (SSL)/encrypted connection. Use of this service will help protect the data from loss and compromise during transmission. The link to use SEFT is https://secureemail.nih.gov. You may need to register with NIH in order to use SEFT.

Task 6: Standard for Encryption:

The Contractor (and/or any subcontractor)

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.

2. Encrypt all sensitive federal data and information (i.e., PII, PHI, proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.

3. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer Representative (COR) prior to the EPLC Design Readiness Review (DRR).

4. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the BPA.

Task 7: Privacy Act:

It has been determined that this BPA is subject to the Privacy Act of 1974, because this BPA provides for the design, development, or operation of a system of records on individuals. The System of Records Notice (SORN) that is applicable to this BPA is: 09-15-0056, National Vaccine Injury Compensation Program.

Task 8: Incident Response:

Federal Information Security Modernization Act (FIMSA) defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by FISMA as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as "a suspected or confirmed incident involving PII".

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor), the Contractor (and/or any subcontractor) shall:

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this BPA so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.

2. Notify affected individuals unless so instructed by the CO or designated representative. If so, instructed by the CO or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).

3. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, BPA information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:

a. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach.

b. Not to include any sensitive information in the subject or body of any reporting email; and

c. Encrypt sensitive information in attachments to email, media, etc.

4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of PII, HHS, and HRSA incident response policies when handling PII breaches.

5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

Task 9: System for Award Management Registration (SAM)

The contractor shall register and maintain an active SAM account. This requires an annual update.

Task 10: Training

The contractor shall recruit, employ, orient, train (including technology training), and supervise all necessary personnel, to support and implement the case reviews. All staff shall possess the educational qualifications and experience needed for the effective performance of the specific duties assigned.

Task 11: Government Furnished Equipment (GFE)

The Government, as needed, will provide the Contractor with a laptop to perform specific tasks. HRSA will also provide any offsite Contractors with the necessary remote network access to perform this requirement. In the event of emergency weather conditions or when the Federal Government is closed on days other than specified in this contract, the Contractor shall perform work at their offsite office premises.

Contractor personnel shall only use Government-Furnished Equipment (GFE) that has been properly configured for security by HRSA's Office of Information Technology (OIT) while performing on this contract. The Government shall provide maintenance and technical support for GFE used while performing off-site. All Contractor personnel's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss.

Task 12: Background Investigation Requirements

All Contractor (and/or any subcontractor) employees, when applicable, must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR).

Position Sensitivity Designations

The following position sensitivity designation levels apply to this solicitation/contract:

- **non sensitive, low risk Tier 1 investigation**
- **non sensitive, moderate risk public trust Tier 2 investigation**

- **non sensitive, high risk public trust Tier 4 investigation (this level applies when elevated rights are needed for system access.)**

RESIDENCY REQUIREMENTS FOR FOREIGN NATIONALS
Under the requirements for fitness for duty as described in EO 13467 and in conjunction with Homeland Security Presidential Directive-12 (HSPD-12), OPM can complete a background investigation only for persons who have resided in the U.S. for a total of **at least three (3) of the past five (5) years**. The residency requirements apply only to foreign nationals. If any prospective foreign national contractor/subcontractor employee does not meet the residency requirements, please do not send their name forward as a potential team member.

BACKGROUND INVESTIGATIONS
The Contractor shall advise its prospective employees about the background investigation requirements stated herein.

If a Contractor employee changes job responsibilities under this contract, the Contractor shall notify the COR, and the Government will make a determination whether an upgraded investigation is required.

In the event there are any proposed personnel changes in the Contractor's staffing roster previously submitted to the COR, the Contractor shall submit an updated roster to the COR, along with a brief explanation for the change. In turn, the COR will initiate the procedures stated herein to ensure any new contractor employees completes the investigation process up to and including if needed, obtain a PIV card in a timely manner – **prior to that individual commencing work under the contract.**

For any individual who is cleared to start work but upon completion of the investigative process does not obtain a favorable background investigation he/she shall cease work on the contract immediately.

With the exception of costs associated with fingerprinting Contractor employees outside of the HRSA Personnel Security Office, the Government will conduct all required background investigations at no cost to the Contractor. The cost of fingerprinting Contractor employees at any location other than the HRSA Personnel Security Office will be borne by the Contractor. Every effort will be made to schedule contractors at a location that will not charge a fee for the fingerprints. Contractors who hold or have previously held a Government security clearance shall advise the HRSA Personnel Security Staff of the details of such clearance.

During a fingerprint appointment, each contractor employee must present two (2) forms of identification as part of the identity proofing process. One form of identification must be a State or federal government-issued photo identification document. Acceptable forms of identification are listed below.

List of acceptable documents for Identity Proofing **one of which must be**:
- Driver's License or ID card that is compliant with REAL-ID requirement
- US Passport or Passport Card
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Employment Authorization Document that contains a photograph (Form I-766)
- US Military ID Card

- US Military Dependents ID card
- PIV Card Second form of ID can be one of the following:
- ID card issued by a federal, state, or local government agency or entity, provided that it contains a photograph
- voter's registration card
- U.S. Coast Guard Merchant Mariner Card
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- U.S. Citizen ID Card (Form I-197)
- Identification Card for Use of Resident Citizen in the United States (Form I-179)
- Certification of Birth Abroad or Certification of Report of Birth issued by the Department of State (Form FS-545 or Form DS-1350)
- Reentry Permit (Form I-327)
- Employment authorization document issued by the Department of Homeland Security (DHS)
- driver's license issued by a Canadian government entity
- Native American tribal document
- U.S. Social Security Card issued by the Social Security Administration
- original or certified copy of a birth certificate issued by a state, county, municipal authority, possession, or outlying possession of the United States bearing an official seal (if name is now different you must also provide the legal document that changed the name)

An individual who receives an unfavorable report may appeal that finding by submitting a written request to the DSS at ps-updates@hrsa.gov

Background investigations will be conducted by the Defense, Counter Intelligence and Security Administration (DCSA)

PERSONAL IDENTITY VERIFICATION (PIV) CARDS
All Contractor employees (including subcontractors) must possess a PIV card that was issued based on a current background investigation that resulted in a favorable determination where one of the following applies:

- Will be working in HHS-owned or leased space (PIV card required)
- will have access to HHS equipment or systems (PIV card required)

All PIV cards shall remain the property of the Federal Government. At any time, if a Contractor employee is terminated or otherwise ceases work under the contract, or no longer requires a PIV Card for contract performance purposes, the Contractor shall collect the individual's PIV card and immediately notify HRSA Personnel Security Staff in writing by submitting an email to ps-updates@hrsa.gov , with copies to the respective COR and Contracting Officer. The Contractor shall immediately return the PIV Card(s) to the COR who will immediately return them to the Division of Security Services.

Like PIV Cards, other Government-issued Access Cards are Government property, Contractors and Contractor Employees are hereby placed on notice that any abuse, destruction, defacement, unauthorized transfer or withholding (i.e., failure to return to the Government) may be punishable to the greatest extent of the law.

Unauthorized possession of a PIV Card, or any other type of Government-issued Access Card, and/or willfully allowing any other person to have or to use your Access Card, is prohibited and can be criminally prosecuted under 18 U.S.C. §§ 499 and 70I, which prohibit photographing or otherwise reproducing or possessing HHS identification cards in an unauthorized

SECTION 3 – PACKAGING AND MARKING

3.1 Information and Deliverables

All information and deliverables shall be delivered to the Contracting Officer's Representative (COR) email address specified in each order and shall include the following:

a. Name and address of the Contractor;

b. BPA number and order number; and

c. Description of content.

SECTION 4 – INSPECTON AND ACCEPTANCE (COMMERCIAL)

Pursuant to FAR 52.212-4 Contract Terms and Conditions–Commercial Items (Nov 2023), all work described in this statement of work and to be delivered under subsequent orders is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the COR, who is responsible for the inspection and acceptance of all services, materials, and supplies to be provided by the Contractor.

SECTION 5 – DELIVERABLES

The Contractor may provide deliverables as described in subsequent orders. Deliverables shall be specified by the Government. The format and delivery schedule for task deliverables shall be outlined in each order.

V. Schedule of Deliverables

Regardless of format, all digital content or communications materials produced as deliverable under this BPA must conform to the applicable standards of Section 508 of the Rehabilitation Act to allow federal employees and members of the public with disabilities access to information that is comparable to information provided to persons without disabilities. Remediation of any materials that do not comply with these requirements shall be the responsibility of the vendor.

Regardless of format, all digital content or communications materials produced as a deliverable under this contract, must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. Remediation of any materials that do not comply with the applicable requirements as set forth below shall be the responsibility of the vendor.

HHS guidance regarding accessibility of documents can be found at https://www.hhs.gov/web/section-508/accessibility-checklists/index.html.

VICP/CICP Medical Expert Witness Deliverables

Task	Deliverables	Format	Completion Date
1d	Draft report to the MR and DOJ attorney.	Microsoft Word or other as directed by VICP/CICP	By the due date provided.
1e	Final report to the MR and DOJ attorney.	Microsoft Word or other as directed by VICP/CICP	By the due date provided.
1f	Written interrogatories received from the MR or DOJ attorney originating from the Court.	Microsoft Word or other as directed by VICP/CICP	By the due date provided by the MR or DOJ attorney.
1j	Return, shred, or destroy all records, as directed by the VICP	Microsoft Word or other as directed by VICP/CICP	Within 30 days of notification of case adjudication or closure.
1m	Submit invoices	Invoice Form - Microsoft Word or PDF or as directed by VICP/CICP	Upon completion of each Case.
Task 3	Submit Verification of Contact Information Form	Microsoft Word	Upon award of BPA, if changes occur during the duration of the BPA
Task 4	Non-Disclosure Agreement	PDF	Upon BPA Call Order award
Task 5	Maintenance of records	Electronic	Anytime records shall be transferred.
Task 6	Standard for Encryption	Electronic	Anytime records will be transferred
Task 7	Privacy Act	Electronic	Anytime records will be transferred
Task 8	Incident Report	Electronic	Per concurrence of incident

Task 9	Register and maintain an active System for Award Management Account (SAM)	Electronic	Annually
Task 10	Training		As needed

All deliverable reports are to list the following at the top of the first page:

- BPA number.
- Deliverable item number.
- Deliverable item delivery due date.
- Date of submission.
- All deliverable items are to be separate physical submissions.
- All deliverable items are subject to the review and concurrence of the COR.

VICP Medical Case Reviewer Deliverables

Task	Deliverables	Format	Completion Date
2d	Draft report to the Team Lead, medical expert (if needed) and DOJ attorney.	Microsoft Word or other as directed by VICP	By the due date provided.
2k	Final report to Team Lead and DOJ attorney	Microsoft Word or other as directed by VICP	By the due date provided.
2f	Participate in-group panel discussions on case findings in order to reach consensus on proceedings of case.	Conference call	Weekly/ or as defined. Needs to be defined by each award
Task 3	Submit Verification of Contact Information Form	Microsoft Word	Upon award of BPA and if changes occur during the duration of the BPA
Task 4	Non-Disclosure Agreement	PDF	Upon BPA Call Order award
Task 5	Maintenance of records	Electronic	Anytime records will be transferred.
Task 6	Standard for Encryption	Electronic	Anytime records will be transferred
Task 7	Privacy Act	Electronic	Anytime records will be transferred
Task 8	Incident Report	Electronic	Per concurrence of incident

All deliverable reports are to list the following at the top of the first page:

- BPA number.
- Deliverable item number.
- Deliverable item delivery due date.
- Date of submission.
- All deliverable items are to be separate physical submissions.
- All deliverable items are subject to the review and concurrence of the COR.

CICP Medical Case Reviewer Deliverables

Task	Deliverables	Format	Completion Date
2d	Draft report to the Team Lead	Microsoft Word or other as directed by CICP	By the due date provided.
2k	Final report to Team Lead	Microsoft Word or other as directed by CICP	By the due date provided.
2f	Participate in-group panel discussions on case findings in order to reach consensus on proceedings of case.	Conference call	Weekly/ or as defined. Needs to be defined by each award
Task 3	Submit Verification of Contact Information Form	Microsoft Word	Upon award of BPA and if changes occur during the duration of the BPA
Task 4	Non-Disclosure Agreement	PDF	Upon BPA Call Order award
Task 5	Maintenance of records	Electronic	Anytime records will be transferred.
Task 6	Standard for Encryption	Electronic	Anytime records will be transferred
Task 7	Privacy Act	Electronic	Anytime records will be transferred
Task 8	Incident Report	Electronic	Per concurrence of incident

All deliverable reports are to list the following at the top of the first page:

- BPA number.
- Deliverable item number.
- Deliverable item delivery due date.
- Date of submission.
- All deliverable items are to be separate physical submissions.
- All deliverable items are subject to the review and concurrence of the COR.

SECTION 6 – ORDERING PROCEDURES

6.1 Order Procedures

The BPA will be reviewed annually to make certain that the BPA still represents the best value to the Government.

The following ordering procedures shall apply to all orders issued under this BPA. Any services to be furnished under this BPA will be by issuance of a written call order. Orders shall be issued in accordance with FAR provisions and as described below.

Only an authorized HRSA Contracting Officer can issue an order under this BPA. No work shall be performed, and no payment will be made except as authorized by a signed order.

The procedures described below represent the Government's approach to issuing an order under this BPA:

a. The Contractor will be provided with a statement of work/performance work statement, schedule of deliverables, quality assurance surveillance plan, due date, and additional instructions as needed for each order. Secure Email File Transfer (SEFT), National Institutes of Health (NIH) Secure Email and File Transfer Service is a service that allows HRSA users to send and receive emails securely on a secure socket layer
b. (SSL)/encrypted connection. Use of this service will help protect the data from loss and compromise during transmission.

c. The basis for award of any order will be determined by the specific needs of the requesting office.

d. Firm Fixed Price, Time and Material, and Hybrid FFP/T&M call orders can be issued under this BPA. The type of order will be specified in the order.

6.2 Order Issuance

Orders may be issued by email or other electronic methods. Each order awarded under this BPA contains the following minimum information:

a. Date of award;
b. BPA Number and Order Number;
c. Labor categories and rates of proposed staff;
d. Order type;
e. Total cost/price;
f. Accounting and appropriation data;
g. Statement of work or performance work statement, schedule of deliverables, quality assurance surveillance plan (QASP), if applicable;
h. Period of performance;
i. Key personnel (if applicable); and
j. Name and contact information of COR designated for order.

SECTION 7 – BPA ADMINISTRATION DATA

7.1 Authorities of Government Personnel

Notwithstanding the Contractor's responsibility for total management during the performance of this BPA and orders, the administration of the BPA and orders will require coordination between the Government and the Contractor. Each order issued under this BPA will designate a COR responsible for monitoring the work under the specific order and will be signed by HRSA Contracting Officer.
The Contractor shall contact the Contracting Officer for each order for any issues regarding the specific order.
The following individuals will be the Government's points of contact during the performance of this BPA and are only designated for the BPA.

a. BPA Contracting Officer(s)

The HRSA Contracting Officer is the only individual authorized to modify the BPA. The Contracting Officer is responsible for administrative and contractual issues concerning the BPA.

Jimmy Hupalar
Email: JHupalar@HRSA.gov

Imelda Rocha
Email: Irocha@HRSA.gov

Nancy Lee
Email: NLee@HRSA.gov

b. BPA Contract Specialist

All communication pertaining to administrative matters under this BPA shall be directed at:

Imelda Rocha
Email: Irocha@HRSA.gov

Nancy Lee
Email: NLee@HRSA.gov

c. BPA Contracting Officer Representative (COR)

Andrea Herzog
Email: AHerzog@HRSA.gov

7.2 Order COR Responsibilities

The COR designated in each order will provide the necessary information, technical direction and coordination within the confines of the existing contractual work description for the order to have a successful outcome for the Contractor and Government.
This includes providing technical directions to the Contractor to guide the effort to accomplish the description of work. This may include providing information to the Contractor for assistance in the interpretation of Government-provided information, specifications or technical portions of the work description, and where required by the BPA/Order, review and approval of product deliverables of the

Contractor to the Government under the BPA/Orders.

7.3 Restrictions on CORs

Technical direction given by the COR must be within the parameters of the Description of Agreement as stated in the BPA/Orders.
The COR may not issue any discretion to the Contractor that:
a. Solicits a proposal or
b. Constitutes an assignment of additional work outside the Statement of Work of this BPA/Order or
c. In any manner causes an increase in total order cost/price or the time required for order performance or
d. Changes to any of the express terms, conditions, or specifications of the BPA/Order, i.e. changes in the cost/price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the Government.

7.4 Invoicing Instructions

The Contractor shall submit a separate invoice for each order issued under this BPA and in accordance with the payment schedule detailed in the order. The Contractor shall adhere to the following:
a. For firm-fixed price orders, the Contractor shall submit monthly invoices/vouchers in PDF format to Aherzog@hrsa.gov. The contractor shall submit invoices in accordance with the payment schedule established in the individual order.
b. For inquiries regarding repayment, call Andrea Herzog at (301) 443-6634 (Agreement-Attachment B).
c. For inquiries regarding receiving, inspection and acceptance, rejections or technical issues, call your respective COR.
d. The Contractor agrees to include the following information on each invoice and shall comply with billing instructions:

1. Name and address of the Contractor (same as on the BPA);
2. UEI number;
3. Invoice or voucher date;
4. Dollar amount of invoice;
5. BPA number, order number, dates of delivery or service/period
6. Description, quantity, unit of measure, unit price, and extended price of supplies or services performed
7. Write or stamp “Small Business” on invoice/voucher
8. Name, phone, email, and address of COR
   Note: Invoices without all required information will be denied until the proper information is submitted.

e. Payment shall be made by:

PSC/FMP/AS
Program Support Center
7700 Wisconsin Ave., Suite 9000
Bethesda, MD 20814
Telephone: 301-492-5233
Fax: 301-480-5089
Email: Aherzog@hrsa.gov

7.5 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments to the payment office in Section 7.4 for order payments. Contractor is encouraged to periodically review its Systems for Award Management (SAM) file for accuracy and is required to reregister before the expiration date. SAM will notify users by email that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

7.6 Contractor Performance Evaluation

The Government will monitor the contractor's performance based on the completion of orders issued under this BPA.

SECTION 8 – SPECIAL CONTRACT REQUIREMENTS

8.1 Key Personnel

Key personnel shall be in accordance with HHSAR 352.237-75 Key Personnel (DEC 2015).
The following are the key personnel for all orders:

Key Personnel Title / Labor Category	Key Personnel Name

8.2 Prohibition Against Personal Services

The Contractor shall not perform personal services under this BPA. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and the supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

8.3 Post Award Organizational Conflict of Interest (OCI)

a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this BPA.

b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this BPA or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.