SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W81K0026QA224	10 JUL 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	BOBBY ETHERIDGE	254-288-4769	17 JUL 2026 11:00 AM

9. ISSUED BY CODE W81K00

W40M MRC0 WEST
MEDICAL READINESS CONTR OFFICE WEST, 3160 MCINDOE BLDG1103
JBSA FT SAM HOUSTON, TX 78234-4504
UNITED STATES
BOBBY ETHERIDGE, EMAIL: BOBBY.J.ETHERIDGE.CIV@HEALTH.MIL
TELEPHONE: 254-288-4769

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % 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): 813110

SIZE STANDARD: USD 13,000,000.00

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

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

☐ 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 NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
SEE CONTINUATION

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: SEE CONTINUATION

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)*

31c. DATE SIGNED

Solicitation/Contract Form Continuation

Instrument Name: Roman Catholic Priest

Product Service Code : G002

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Product Service Description: CATHOLIC PRIEST, REG HR Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	1,248	Hours		
0002	Product Service Description: CATHOLIC PRIEST OT HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	15	Hours		
0003	Product Service Description: CATHOLIC PRIEST ON CALL HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	200	Hours		
0004	Product Service Description: CATHOLIC PRIEST CALL BACK HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	50	Hours		
Option Line Item 1001	Product Service Description: CATHOLIC PRIEST, REG HR Product Service Code: G002 North American Industry Classification System (NAICS): 813110	1,248	Hours		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 1002	Product Service Description: CATHOLIC PRIEST OT HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	15	Hours		
Option Line Item 1003	Product Service Description: CATHOLIC PRIEST ON CALL HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	200	Hours		
Option Line Item 1004	Product Service Description: , CATHOLIC PRIEST CALL BACK HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	50	Hours		
Option Line Item 2001	Product Service Description: CATHOLIC PRIEST, REG HR Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	1,248	Hours		
Option Line Item 2002	Product Service Description: CATHOLIC PRIEST OT HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	15	Hours		
Option Line	Product Service Description: , CATHOLIC PRIEST ON CALL HRS	200	Hours		

Item 2003	Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price				
Option Line Item 2004	Product Service Description: CATHOLIC PRIEST CALL BACK HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	50	Hours		
Option Line Item 3001	Product Service Description: CATHOLIC PRIEST, REG HR Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	1,248	Hours		
Option Line Item 3002	Product Service Description: CATHOLIC PRIEST OT HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	15	Hours		
Option Line Item 3003	Product Service Description: CATHOLIC PRIEST ON CALL HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	200	Hours		
Option Line Item 3004	Product Service Description: CATHOLIC PRIEST CALL BACK HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	50	Hours		

Option Line Item 4001	Product Service Description: CATHOLIC PRIEST, REG HR Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	1,248	Hours		
Option Line Item 4002	Product Service Description: CATHOLIC PRIEST OT HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	15	Hours		
Option Line Item 4003	Product Service Description: CATHOLIC PRIEST ON CALL HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	200	Hours		
Option Line Item 4004	Product Service Description: , CATHOLIC PRIEST CALL BACK HRS Product Service Code: G002 North American Industry Classification System (NAICS): 813110 Pricing Arrangement: Firm Fixed Price	50	Hours		

Continuation of Description

Requirements

Roman Catholic Priest, SAF, Availability of funds

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA

	AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 1001	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 1002	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT

	DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 1003	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 1004	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item	Inspection and Acceptance Location

2001	Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 2002	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 2003	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES

Option Line Item 2004	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 3001	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 3002	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544

	UNITED STATES
Option Line Item 3003	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 3004	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 4001	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA

	AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 4002	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 4003	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES
Option Line Item 4004	Inspection and Acceptance Location Both Destination Instructions: IAW PERFORMANCE WORK STATEMENT

	DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES

Continuation of Deliveries or Performance

0001	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 1,248 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
0002	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 15 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2026

	To 30 Sep 2027
0003	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 200 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2026 To 30 Sep 2027
0004	**Delivery Schedule** Delivery Period From 01 Oct 2026 to 30 Sep 2027 **Quantity** 50 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance**

	From 01 Oct 2026 To 30 Sep 2027
Option Line Item 1001	**Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 **Quantity** 1,248 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item 1002	**Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 **Quantity** 15 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES

	Period of Performance From 01 Oct 2027 To 30 Sep 2028
Option Line Item 1003	**Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 **Quantity** 200 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2027 To 30 Sep 2028
Option Line Item 1004	**Delivery Schedule** Delivery Period From 01 Oct 2027 to 30 Sep 2028 **Quantity** 50 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES

	Period of Performance From 01 Oct 2027 To 30 Sep 2028
Option Line Item 2001	**Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 **Quantity** 1,248 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2002	**Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 **Quantity** 15 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA

	SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2003	**Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 **Quantity** 200 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 2004	**Delivery Schedule** Delivery Period From 01 Oct 2028 to 30 Sep 2029 **Quantity** 50 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA

	AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2028 To 30 Sep 2029
Option Line Item 3001	**Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 **Quantity** 1,248 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 3002	**Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 **Quantity** 15 Hours **Address and POC** Service Performance Site DoDAAC: HT0858

	CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 3003	**Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 **Quantity** 200 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 3004	**Delivery Schedule** Delivery Period From 01 Oct 2029 to 30 Sep 2030 **Quantity** 50 Hours **Address and POC** Service Performance Site

	DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2029 To 30 Sep 2030
Option Line Item 4001	**Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 **Quantity** 1,248 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2030 To 30 Sep 2031
Option Line Item 4002	**Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 **Quantity** 15 Hours **Address and POC**

	Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2030 To 01 Sep 2031
Option Line Item 4003	**Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 **Quantity** 200 Hours **Address and POC** Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2030 To 30 Sep 2031
Option Line Item 4004	**Delivery Schedule** Delivery Period From 01 Oct 2030 to 30 Sep 2031 **Quantity** 50 Hours

	Address and POC Service Performance Site DoDAAC: HT0858 CountryCode: USA AMC HOOD - PA SANTE FE AVE, BLDG 36065 FORT HOOD, TX 76544 UNITED STATES **Period of Performance** From 01 Oct 2030 To 30 Sep 2031

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-3	Gratuities.	1984-04		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-6	Restrictions on Subcontractor Sales to the Government. (Alternate I)	2020-06	Alternate I	2021-11
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		
52.209-9	Updates of Publicly Available Information Regarding	2026-02		

	Responsibility Matters. (Deviation 2026-O0038)	
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in	2026-02

	Persons. (Deviation 2026-O0038)	
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2021-02
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective

				Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	2024-05	Deviation 2024-O0013	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10		
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01		
252.225-7001	Buy American and Balance of Payments Program.	2024-02		
252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7056	Prohibition Regarding Business Operations with the Maduro	2023-01		

	Regime.	
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-14	Limitations on Subcontracting. (Deviation 2026-O0038)	2026-02		

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by

the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[ ] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490

Issue By DoDAAC	W81K00
Admin DoDAAC	HT9408
Inspect By DoDAAC	HT0858
Ship To Code	HT0858
Ship From Code	—
Mark For Code	—
Service Approver (DoDAAC)	HT0858
Service Acceptor (DoDAAC)	HT0858
Accept at Other DoDAAC	—
LPO DoDAAC	—
DCAA Auditor DoDAAC	—
Other DoDAAC(s)	—

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Addendum to 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services

(w) The non-FAR Part 12 discretionary FAR and DFARS clauses included herein are incorporated into this contract either by reference or in full text.

If incorporated by reference, see clause 52.252-2 herein for locations where full text can be found.

*** END OF NARRATIVE ***

Addendum to Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02		
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02		
52.228-5	Insurance-Work on a Government Installation.	1997-01		
52.232-18	Availability of Funds.	1984-04		
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06		
52.240-91	Security Prohibitions and	2026-02		

	Exclusions. (Deviation 2026-O0038)	
52.242-13	Bankruptcy.	1995-07
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7000	Disclosure of Information.	2016-10		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.225-7041	Correspondence in English.	1997-06		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	2023-01		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	2026-02	Deviation 2026-O0025	2026-02
252.243-7001	Pricing of Contract Modifications.	1991-12		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-8	Option to Extend Services.	1999-11		

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 15 calendar days[[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9	Option to Extend the Term of the Contract.	2000-03		

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 calendar Days[insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days[60days unless a different number of days is inserted] 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 60(months) (years).

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

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 address(es):

https://www.acquisition.gov/browse/index/far ____ ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

PERFORMANCE WORK STATEMENT

ROMAN CATHOLIC PRIEST SERVICES

1. GENERAL

1.1. Description of Services.

1.1.2. General Information.

1.1.2.1. Non-Personal Services Definition. It is expressly agreed and understood that the Contract Catholic Priest clergy skillset is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the non-professional services rendered by a contract service provider are rendered in their capacity as an independent Contractor or employee (hereinafter identified as "contract worker(s)") of any independent company that may be a party to this contract. The Government may evaluate the quality of professional and administrative services provided but retains no control over the medical or professional aspects of the services rendered (e.g. professional judgments, diagnosis for specific treatment, counseling, or advisement). The Contractor shall be solely liable for and expressly agree to indemnify the Government with respect to any liability producing acts or omissions by its contract workers or agents. This contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association, other party, or legal entity with which the individual contract service provider may be associated. The performance of health care services by health care providers, health care workers, and/or contract workers under a non-personal services arrangement are not subject to day-to-day supervision and control by health care facility personnel comparable to that exercised over Military and civil service health care personnel engaged in comparable health care services. The Government shall neither supervise non-personal services contract workers nor control the method by which the contract workers perform these required tasks. Contract workers under a non-personal services arrangement requiring licensure must maintain an unrestricted license in the U.S. jurisdiction within which the contract worker is performing on the contract as outlined in DHAPM 6025.13, Volume 4 (no licensure portability, includes telehealth visits).

1.1.3. Place of Performance. The work to be performed under this contract will be located at Carl R. Darnall Army Medical Center (CRDAMC), Fort Hood, TX. However, services may be required at other locations external of the facility that fall under the hierarchy of the CRDAMC to include Fort Hood, TX; West Fort Hood, TX; North Fort Hood, TX; Killeen, TX; Harker Heights, TX; and Copperas Cove, TX hereinafter referred to as CRDAMC Military Treatment Facilities (MTFs).

1.1.4. Period of Performance. The Government is procuring services for one (1) part-time equivalent (PTE) Roman Catholic Priest for the MTFs, contracted for a twelve (12)-month base

plus four (4) options with a six (6) month extension if needed. The Contractor may contact the Contracting Officer Representative (COR) to obtain information about current incumbents if any.

CLIN Labor Category PTE Location Incumbent Current Staff

0001AA Clergy - Catholic Priest 1 CRDAMC Yes 1

TOTAL 1 0

1.1.5. Mission Essential. This position is critical due to the limited availability of the specific low-density faith group to provide adequate Chaplain Services available across the Army Chaplain Corps and CRDAMC. The requested services are mission essential; therefore, on-call and call-back is required as identified in Part 1.4.5. and Attachment 1.

1.1.6. Description of Work. The Contractor shall provide Catholic religious worship services as identified in Part 1.5., religious ministrations, and on call and call back coverage in support of the program of the Department of Ministry and Pastoral Care at the MTF. The contract worker shall be required to provide services in an in-patient and out-patient environment. The contract worker shall possess qualifications meeting or exceeding current recognized national standards as established by the Joint Commission. The contract worker shall provide the highest consideration to patient dignity and observe the precepts of the American Hospital Association's "Bill of Rights for Patients." Services provided under this contract shall be as comprehensive as Government-supplied facilities, equipment, and support services permit.

1.1.7. Insurance and Liability. The Contractor shall obtain and maintain, at its own expense, insurance coverage appropriate to the services performed under this contract for the entire period of performance. The Contractor shall maintain general liability insurance and professional liability insurance appropriate to pastoral, counseling, or advisory services. The Government does not provide medical malpractice insurance or professional liability coverage for contract workers. Prior to commencement of performance, the Contractor shall furnish proof of required insurance to the CO within thirty (30) days of award. Insurance policies shall include endorsements providing advance written notice to the Government of cancellation or material change in coverage in accordance with FAR 52.228-5.

1.1.8. Quality Assurance. The Government will assess performance under this contract in accordance with the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government document that provides a systematic method of monitoring contract performance to include how the performance standards in Exhibit 1, Performance Requirement Summary (PRS) will be surveilled and the frequency of surveillance. The QASP is a tool for use in the Government's administration of the PWS and remains subject to revision, at any time, by the Government throughout the life of the contract.

1.1.9. Performance Requirement Summary. The performance requirement summary (PRS) provides a systematic method to evaluate performance to include how the performance standards will be applied, the frequency of surveillance, and the acceptable quality levels for each of the metrics identified at Exhibit 1. The PRS is created with the premise that the Contractor is

responsible for management and quality control actions to meet the terms of the contract while the Government is responsible for quality assurance actions.

1.1.9.1. Performance Measures.

1.1.9.1.1. Outcome. The Contractor shall provide qualified contract worker(s) to fill the requirements for these services at an acceptable measure enabling the MTF to maintain a high level of quality care.

1.1.9.1.2. Acceptable measures include:

1.1.9.1.2.1. Overall Fill Rate. Position shall be filled within 60 days of date of award. In the event the contract service provider vacates the position, the position shall be filled within 90 days of vacancy. The Contractor will ensure a fill-rate of 90% of PTEs. Metrics to determine percentage rate is identified at Part 7.

1.1.9.1.2.2. Customer Satisfaction. Customer satisfaction will maintain no more than two (2) poor reports in any twelve (12) month period against any one contract worker. Customer satisfaction aggregate rating will include comments from the customer, patients, staff, or to whom services are rendered. The Contractor will ensure a rate of 3 or above. Metrics to determine customer satisfaction percentage rates are identified at Attachment 2.

1.1.9.1.2.3. Adherence to Terms and Conditions. The Contractor shall adhere to all contract terms and conditions as measured against five (5) identified compliance elements including 1) meeting qualification requirements, 2) resolving performance issues, 3) timeliness and communication response, 4) maintaining high level quality of performed specific tasks, and 5) ability to maintain required licensure, training, CPEs, and CEUs (if CEUs are applicable). The Contractor will ensure a fill-rate of 90% of per PTEs. Metrics to determine adherence percentage rates are identified at Part 7.

1.1.9.1.2.4. Other performance evaluation factors that will be monitored but not quantified by numerical measurements include Contractors providing contract worker(s) exceeding minimum qualification standards; patient customer service comments; contract worker relationship with hospital staff, patients, and other contract worker; and compliance with hospital policy and procedures.

1.1.9.1.2.5. Performance measurements. The Government shall monitor each contract worker's performance under this contract using the Government's Quality Assurance Surveillance Plan (QASP). Contract worker performance will be monitored by department personnel and the Contract Officer Representative (COR) through Government information systems and records, patient records, customer service information, Contractor reports, and time sheets. Other methods may be implemented at the Government's discretion.

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

shall submit a complete QCP to the Contracting Officer (CO) no later than 30 days after award. The QCP shall demonstrate how the Contractor intends to ensure quality performance during the contract ordering period. The Contractor shall update/revise the QCP, as necessary, and submit the updated/revised QCP to the CO not later than 7 calendar days after the change for review /comments prior to implementation. At a minimum, the Contractor's QCP shall include elements identified at Attachment 15.

1.2. ADMINISTRATIVE

1.2.1. General Administrative. The Contractor will bill the Government for participation in administrative functions (i.e., orientation, quality improvement programs, clinical/administrative data collection, meetings, Government specific/unique training).

1.2.2. Contractor Officer. The following individual is designated as the Contracting Officer (CO) for this contract:

Name of CO: To Be Determined (TBD)

CO Email Address: TBD

CO Telephone Number: TBD

1.2.3. Contracting Officer Representative. The following individual is designated as the COR for this contract. Notification of any changes will be provided to the Contractor within five (5) business days.

Name of COR: TBD

COR Email Address: TBD

COR Telephone Number: TBD

12.4. Contractor Representative. The Contractor shall submit the Contractor's representative(s) contact information and any other key personnel, in writing, to the Contract Specialist (KS) or CO. The Contractor shall notify the KS or CO in writing of changes in the status (i.e., termination or replacement) of designated Contractor representative within 5 business days of the change.

1.2.5. Recognized Holidays.

1.2.5.1. Federally Recognized Holidays. The Contract Catholic Priest may be required to work on federally recognized holidays. If required to work, the federally recognized holidays are identified at Attachment 3.

1.2.5.2. Holy Days of Obligation. Contract Catholic Priest will be required to work recognized Holy Days of Obligation as identified at Attachment 4.

1.2.6. Qualifying Documentation. The Contractor shall provide qualifying documentation for all non-credentialed contract workers. The Contractor shall provide a complete, current, and accurate qualifying package within 30 days of award for all labor categories assigned to this contract. All documents must be prime source verified, unexpired license, with resume work experience to include month, day, year format, and hours of work per week. To determine work experience eligibility, all part-time and travel work experience must include previous work location, name of company, address, length of time work, and the number of hours worked per week. At a minimum, the qualifying documents must include requirements identified at Attachment 5.

1.2.7. Competency-Based Interviews. Prior to contract worker placement, the Government will elect to contact the contract worker to determine if the contract worker meets the requirements set in this performance work statement (PWS). Contact will be coordinated and scheduled by the COR, who is authorized to attend the interview to ensure compliance with competency-based only communication is conducted in accordance with ethics and contractual terms. A competency-based interview is defined as a structured interview designed to assess the contract worker's knowledge, skills, and abilities that are critical to successful contract performance to deliver high quality and safe patient care. The interview will recognize six (6) areas of general competencies that include 1) patient care; 2) sacramental, counseling, pastoral, and spiritual knowledge; 3) practice-based learning and improvement, 4) interpersonal and communication skills, 5) professionalism, and 6) system-based practices to determine the contract workers care ecclesiastical evaluations and decisions.

1.2.8. Recording of Contract Worker Time. The Contractor shall be responsible for a record of arrival and departure times. Time will be recorded by both the Government and Contractor in accordance with the conversion table minute and decimal hour increments identified at Attachment 6.

1.2.8.1. Verification of Actual Hours Worked. The Government reserves the right to verify actual hours worked by contract workers by implementing sign-in and sign-out procedures by usage of time clocks. The Government will develop an independent time and attendance system that provides the Government with a check and balance process, outside of the contract workers' requirements, that ensures proper accountability and documentation of contract workers and their actual hours worked. Government time and attendance records will not be used for the purpose of the Contractor accountability, invoicing, or billing.

1.2.8.2. Clock In and Out. Each time services are performed the contract worker shall sign in and out the time of commencement and departure of services on the time clock monitoring mechanism determined by the Government and maintained in the location where services are performed or easily accessible to the contract worker. The department Chief or their designation Government representative will determine the location of the time monitoring system.

1.2.8.3. Clock In and Out Requirements. Contract workers, regardless of status, are required to clock in and out at the beginning and end of scheduled services and during call back. This time-monitoring mechanisms are for the sole use of Government officials to ensure compliance with contract workers' hours.

1.2.8.4. Contractor Timecards or Time Sheets. Under no circumstances will Government employees or representatives sign or verify a contract workers time sheet required by the Contractor or subContractor company.

1.2.8.5. Restrictions. In addition, Government monitoring mechanisms are considered official Government documents and information. Therefore, contract workers are prohibited from reproducing, photocopying, photographing, taking screen shots, taking cell phone pictures, or forwarding emails of Government timecards, timesheets, or any Government tracking mechanism in any format or sending such time monitoring to contract companies or personal emails.

1.2.8.6. Equipment. It is the Government's responsibility to purchase and/or provide the necessary equipment for accountability and verification of contract workers' actual hours worked for reconciliation and proper payment of services.

1.2.8.7. Actual Hours Worked. Actual hours worked is defined as hours performing services identified in Part 1.5 "Specific Tasks." Signing in prior to scheduled times will not be considered "as actual hours worked" and is not billable.

1.2.8.8. Meal Breaks. No provisions are made for meal breaks and meal breaks are not billable.

1.2.8.9. Rest Breaks. No provisions are made for "rest" breaks and rest breaks are not billable (this does not include restroom breaks).

1.2.8.10. Normal Duty Days. Start and end times, as well as specific days of the week, Sunday through Friday, are considered normal duty days, will vary, and will include part-time shifts which may consist of days, evenings, nights, weekends and holidays. Military training holidays and Federal holidays are considered normal duty days. The Government maintains the right to change normal duty days with coordination and concurrence of the Contractor to meet operational needs.

1.2.8.11. Contract Worker Absences. For scheduling purposes, planned and unplanned absence notification procedures require contract workers under a non-personal services arrangement to notify the department chief or their designated representative and the Contractor thirty (30) calendar days in advance for planned leave and eight (8)-hours in advance for unplanned leave prior to the absence. The contract worker will notify the department Chief or their designated representative of any unplanned absence within 24 hours. Notification times must be strictly adhered to for allowance of adequate time for mission adjustment. Non-compliance of notification must be kept at a minimum with no more than five (5) incidents within a 12-month period.

1.2.9. Non-Personal Services Arrangement.

1.2.9.1. Scheduling. Typical hours of service requirements for contract workers under a non-personal services arrangement may include a range or any combination thereof as identified at Attachment 7. The department chief, or their designated Government representative will determine the typical schedules, hours, and days of service to be performed with the Contractor assigning shifts to its contract workers.

1.2.9.2. Shift Coverage. The Government shall provide its required shift coverage schedule to the Contractor no later than sixty (60) days preceding the start of each operational month. Upon receipt, the Contractor shall be solely responsible for the formulation and management of its contract worker schedule to fulfill all Government-required shifts. The Contractor shall submit its final, filled work schedule to both the COR and the department Chief (or his/her designee) no later than thirty (30) days prior to the start of the operational month or as designed by the department Chief. The Contractor acknowledges that Government requirements may be variable and that a predictable schedule is not guaranteed. The Contractor shall be responsible for filling all shifts regardless of such variation. While the Government will endeavor to make the distribution of shifts between Government staff and contract workers as equitable as possible, the Contractor acknowledges this distribution cannot be exact every month.

1.2.9.3. Service Availability. The Contractor shall ensure its contract workers are available to provide services Sunday through Friday from 0001 to 2400 daily (i.e., 24 hours per day, 7 days per week) per the established schedule, which may include weekdays, weekends, federal holidays, training holidays, or other planned/unplanned closures. Meal breaks are not required under this contract.

1.2.9.4. Continuity of Care. When requested by the Government, the Contractor shall ensure its contract workers remain on duty to complete patient care where lack of continuity of care would otherwise jeopardize patient health. During times of low workload, the Department Chief (or his/her designee) will coordinate with the COR to request that the Contractor release its contract workers from a scheduled shift.

1.2.9.5. Adjustment of Schedules. The Government reserves the right to adjust and change schedules based on the Government's mission with the concurrence of the Contractor. With concurrence of the Contractor, contract workers will be given advance notice of up to fourteen (14) calendar days of typical changes. However, unusual circumstances may prevent this advanced notification whereas some changes may need to be urgent due to extenuating circumstances. The Government will provide regular and on-call schedules as identified below to the Contractor for assignment of shifts. Upon receipt of Government-issued schedules, the Contractor shall return a completed staffing plan to the Government within fourteen (14) calendar days, confirming contract worker assignments and compliance with contract requirements. The Contractor shall complete the regular and on-call schedules as identified at Attachment 1.

1.2.10. Government Furnished Equipment.

1.2.10.1. The Government will furnish necessary ecclesiastical furnishings and supplies. Any requests for additional equipment and/or resupply will be procured by the Department of Ministry & Pastoral Care (DMPC), Government hand receipt holder (HRH) or purchase card holder (PCH) with the approval of the Chief, DMPC. When on-call, the Government will provide the On-Call Duty Phone to be used in accordance with departmental standard operating procedures (SOPs). Contract workers will safeguard government equipment from loss, theft, damage, or destruction and follow required procedures for inspections and turn-in of issued GFP.

1.2.10.2. Common Access Card. The Government shall issue a Common Access Card (CAC) to contract workers requiring authorized physical and/or network access to the installation and CRDAMCs network to perform the duties under this contract. The CAC is Government furnished property (GFP), an accountable item, and shall be safeguarded at all times by the contract worker. The Contractor and contract worker shall ensure the CAC is properly secured and used only for authorized purposes. Any CAC that is lost, stolen, damaged, compromised, or otherwise rendered unusable shall be reported immediately to the COR. Additionally, CACs shall be returned to the COR immediately upon separation of contract workers, reassignment, or when no longer required for contract performance. The Contractor remains fully responsible for all CACs issued in support of this contract. Failure to return a CAC or any misuse, loss, or damage attributable to the contract worker may result in charges for replacement or associated costs, at the discretion of the Provost Marshalls Office (PMO), and may be considered in performance evaluations or other contractual remedies.

1.2.10.3. Hospital Identification Badge. The Government shall issue a hospital identification badge to contract workers requiring access to clinical, administrative, or controlled areas of the MTF for performance under this contract. The hospital badge is GFP, an accountable item, and shall be always safeguarded by the Contractor and contract worker. Contract workers shall visibly always display the hospital identification badge while at any CRDAMC property sites. Contract workers cannot alter or obscure hospital identification badges, therefore the badge shall be worn above the waist and must remain clearly visible at or above chest height while performing services. Any hospital identification badge that is lost, stolen, damaged, or compromised shall be reported immediately to the COR. Hospital badges shall be returned immediately to the COR upon contract worker separation, reassignment, or when no longer required for contract performance. The Contractor remains fully responsible for all hospital identification badges issued in support of this contract. Failure to properly safeguard, visibly display, or return a badge may result in replacement costs and/or other remedies at the discretion of the PMO, and may be considered in evaluation of contractor performance.

1.2.11. Contractor Furnished Equipment. At the discretion of the Chief, DMPC, the Contractor may be required to ensure contract workers providing services have a rubber stamp in accordance with local MTF protocols.

1.2.12. Training & Orientation.

1.2.12.1. Computer Skill Competency. Each contract worker shall demonstrate competency as required in the contract and as follows:

1.2.12.1.1. Position requires access to Department of Defense computer systems; therefore, contract workers shall be a U.S. Citizen or otherwise meet the requirements of AR 25-2 and any electronic record systems contract workers may be required to utilize in the performance of assigned duties.

1.2.12.1.2. Contract workers shall be able to type and have experience using computers, especially Microsoft programs. CRDAMC will provide Government agency-specified computer training for CRDAMC computer systems at the billable regular hour rate.

1.2.12.1.3. Contract workers shall be able to read, write, and speak English well enough to effectively communicate with patients and other healthcare providers.

1.2.12.1.2. Training. Contract workers shall complete all agency-specified training requirements and comply with all policies and procedures applicable to the place of performance referring to the MTF and DHA policies for required training. Training may include, but not limited to, emergency preparedness training, active shooter, tornado and fire drills, sexual harassment, and ethics training. The Contractor may bill for the time required to complete agency-specified training. Agency-specified training does not include continuous education to maintain individual license or certifications.

1.2.12.1.3. Computer Access Training. Contract workers who require access to Government systems shall complete training at CRDAMC MTF for network system access. Network systems access training may include, but is not limited to, all information assurance and security training as defined by CRDAMC MTF. The Government will provide computer training during normal duty hours. The Contractor may bill for the time required to complete mandatory computer training. The COR will coordinate the necessary initial training; the department will coordinate all annual and refresher training. At a minimum, DHA and CRDAMC MTF mandatory computer access training requirements include, but are not limited to, topics identified at Attachment 8. Training is not reimbursable to the Contractor if completed off-site.

1.2.12.1.4. Cyber Health Readiness and Inspection Program. Initial and Annual Training. Contract workers shall complete all DHA and CRDAMC MTF specified initial and annual Cyber Health Readiness and Inspection Program (CHRIP) mandatory training in support of the Governments cyber security awareness and readiness requirements. The Contractor shall include all training requirements in their fully burdened hourly rates. The COR will coordinate the necessary initial training; the department will coordinate all annual and refresher training. At a minimum, DHA and CRDAMC MTF mandatory training requirements include, but are not limited to, topics identified at Attachment 9. Training is not reimbursable to the Contractor if completed off-site.

1.2.12.1.5. MTF Standards. Specific policies, procedures, and instructions/regulations for the place of performance are as identified in Part 3.

1.2.13. Dress and Appearance. Contract workers shall maintain good personal hygiene and present a well-groomed and professional appearance in accordance with the policy at the place of performance. If required and unless the Government provides the uniform and/or protective clothing and shoe covers, the Contractor shall provide the required uniforms at no additional cost to the Government.

1.2.14. Contractor Travel. Reimbursement will not be provided for travel. Contract worker travel requirements to other locations within the CRDAMC organizational hierarchy to support mission

needs is considered incidental to performance, is non-billable, and shall not result in additional charges to the Government.

1.2.15. Contract Worker Required Start Date. The contract worker shall not be onboard or assigned to perform duties under this contract until a minimum of 60 calendar days has elapsed from the start of the CLIN period of performance required date. This minimum window accounts for credentialing and clearance timelines, which include but are not limited to submission of qualifying documents, credentials and privileging, security clearance with child background investigation, and security clearance with full adjudication. The contract worker may be onboard under line-of-sight supervision (LOSS)pending full adjudication and only if permitted by applicable agency policy. If full adjudication cannot be granted, the contract worker must be immediately removed from duty and access revoked. The Contractor shall ensure all contract workers meet applicable non-credentialing and clearance requirements prior to assignment and shall maintain documentation verifying compliance. Contract workers shall not begin providing any services under this contract until all required non-credentialing actions are complete. All times below are approximate and depend upon the content within each contract worker's background and submission of packets.

1.2.15.1. Initial Fills: The contract worker required start date (boots-on-ground) for a position will be no less than 60 calendar days from the CLIN period of performance start date.

All Labor Categories Qualifying Documents Credentials & Privileging (if applicable) Security Clearance LOSS Security Clearance Full Adjudication

Initial Fills 30-days 30-45 days Up to 3 months or more Up to 12 months or more

1.2.15.2. Replacement Fills: The contract worker required start date (boots-on-ground) for a replacement will be no less than 60 calendar days from the unfilled date of the departing contract worker.

All Labor Categories Qualifying Documents Credentials & Privileging (if applicable) Security Clearance LOSS Security Clearance Full Adjudication

Replacement Fills 30-days 30-45 days Up to 3 months or more Up to 12 months or more

1.2.15.3. Expedited Onboarding Exceptions: The above timelines are approximate and may be shortened if a contract worker has already completed credentialing and adjudication processes prior to assignment. This includes individuals with active security clearances, verified credentials, or prior federal services (e.g. former Government employee) whose status is transferable. In such cases, onboarding may proceed sooner, provided the Contractor submits proof of eligibility to include full qualifying, credentials, and security packets and receives written approval through the clearance and onboarding processes.

1.2.16. Vaccine, Immunizations and Medical Test.

1.2.16.1. Occupational Health. All contract workers performing services under this contract shall comply with and maintain all health & immunization requirements. These requirements are not reimbursable or billable to the Government and cannot be obtained at the MTF Occupational

Health clinic. If contract workers are beneficiaries eligible for care, they are not authorized to obtain health and immunization requirements at the MTF Occupational Health clinic. Contract workers eligible for care must proceed to their assigned primary care manager to obtain health and immunization requirements. This does not include initial and annual Occupational Health "screening" which is authorized. The contract worker shall be required to obtain documentation of required testing or a report of a physical and mental examination. The physical and mental examination shall indicate that the contract worker is free from physical and mental impairment that would restrict the contract worker from providing the services described in this contract and annually thereafter. Proof of documentation will be provided to the COR prior to the contract workers onboarding at CRDAMC MTF.

1.2.16.2. Tuberculosis Screening. The Contractor ensures contract workers shall be screened for tuberculosis (TB). In addition, contract worker will be screened prior to reporting for services at CRDAMC MTF for the vaccines and immunizations as identified at Attachment 10. CRDAMC reserves the right to change these requirements as needed.

1.2.16.3. Health Requirements. The Contractor will provide proof of such documentation to the COR for health requirements.

1.2.16.3.1. Physical Requirements. Contract workers shall successfully complete and pass a physical examination prior to commencing performance under this contract. Specific physical requirements and examination criteria are identified at Attachment 11.

1.2.16.3.2. Mental Requirements. Contract workers shall be mentally fit and capable of safely and effectively performing assigned duties within a Military medical and operational environment. Personnel shall not perform services impaired by stress, fatigue, substance use, medical, or any condition that could adversely affect judgment, behavior, or professional conduct.

1.2.16.3.3. Medical Tests. The following medical test may be required at the Government's discretion, are mandatory requirements, and are conditions of the performance of services at CRDAMC MTFs.

1.2.16.3.3.1. Random Drug Screening/Testing. Contract workers shall be subject to random drug urinalysis testing as a condition of performance at CRDAMC MTF. Screening and testing will be at the expense of CRDAMC MTF. Once notified, contract workers shall report to the screening and testing site within two (2) hours of notification.

1.2.16.3.3.2. Refusal of Screening/Testing. Contract workers who refuse mandatory screening and testing or who test with positive results may be released by the Chief, DMPC after coordination with the COR, CO, and Contractor. Contract workers may provide supporting documentation to support any legal reasons for positive test results. Contract workers may obtain separate testing, at their own or Contractor expense, and submit the results to the COR or CO. If separate testing is obtained, CRDAMC MTF guidelines must be met showing proof of screening and testing within two (2) hours of notification.

1.2.16.3.3.3. Government Reporting Procedures. The Government reserves the right to report any suspected positive results to appropriate legal approving, licensing, and board authorities which may include Military Police. CRDAMC MTF will not release a contract worker who is suspected and shows signs of physical and/or mental impairment that may place the contract worker or others in harm's way. If a contract worker is too impaired to be released, CRDAMC MTF, with coordination of the CO and Contractor, will discuss further options no later than four (4) hours of suspicion.

1.2.17. Incentives. The Government does not require or authorize incentives, including but not limited to sign-on bonuses, retention incentives, relocations expenses, or similar payments, for performance under this contract. No additional funding for equitable adjustment shall be provided for incentives not expressly authorized by the contract.

1.2.18. Substitute Contract Catholic Priest. If the Contractor substitutes permanent contract worker for a temporary period, the substitute shall meet the same qualification standards and health requirements as stated in the contract. Substitutions will be required when the permanent contract worker is unavailable for more than 120 calendar days.

1.2.19. Closures.

1.2.19.1. Planned Closures. Other than the recognized holidays identified in Attachment 3, CRDAMC MTF is a 24/7 facility therefore there are no known additional non-duty days. CRDAMC reserves the right to announce non-duty days in the future. If announced, the Contractor shall account for these planned closures in their fully burdened hourly rates; planned closures days are not billable to the Government.

1.2.19.2. Unplanned Closures. During unplanned (unknown) closures due to no fault of the Contractor (e.g., natural disaster, military emergency, severe weather, pandemic, or Government decision to close the facility outside of a planned closure), the contract worker will be compensated only for the actual hours the contract worker provides services. If the unplanned closure of CRDAMC MTFs impacts the contract workers' ability to perform services at any CRDAMC MTF for up to fourteen (14) pre-scheduled workdays, the Government will determine if payment is authorized, at a reduced rate, and agreed upon between the CO and Contractor.

1.2.20. Emergency Essential Services. Contract worker positions are considered emergency /mission essential in an emergency services status therefore will be required to report for duty if their location of service determines that mission/essential functions are required.

1.2.21. Periodic Progress Meetings.

1.2.21.1. Contract workers may attend periodic meetings and training sessions that are non-contractual or include exclusive Government business discussions that may include, but not limited to, morning/evening reports, huddles, grand rounds, group training, patient scheduling and coordination, and/or professional in-house staff conferences/meetings and other professional activities as determined by the department chief that correlate to patient care services performed

only. All meetings, forums, training, etc. will be held during scheduled work hours. The terms at which the periodic meetings will be conducted are as identified at Attachment 12.

1.2.21.2. Contract workers shall not attend meetings with topics discussing Government business, policy and regulation decision making, contract matters, new or existing requirements, new programs, or any other means of discussion considered inherently Government business or duties. When in attendance of meetings and training sessions, contract workers must be excused from such meetings when the topics change to inherently Government business or duties.

1.2.22. Security Investigation Documentation.

1.2.22.1. The Contractor shall provide the COR with completed and typed security investigative documentation no later than fifteen (15) business days upon notification after acceptance of qualifying candidate. Upon DHA Security acceptance of document, the Contractor will provide the COR with the date when the contract worker is scheduled for fingerprints. After fingerprints are complete, the contract worker will receive an email from DHA Security to complete their e-QIP application. The Contractor shall ensure candidates regularly check their emails for any security information and ensure candidates respond within seven (7) calendar days.

1.2.22.2. DHA Security will automatically terminate investigations if no response is made within seven (7) calendar days. If terminated, additional requirements may be needed at the discretion of DHA Security and CRDAMC MTF Provost Marshall Office. At a minimum, the required documents are identified at Attachment 13.

1.2.23. Invoice for Services. The Contractor shall invoice for services on a monthly frequency through a unit of hourly measure at the hourly rate. The Contractor will only be paid for the actual hours the contract worker provides services. Billing (invoices) will be submitted no later than 30 days after the end of the performance-billing period. Discrepancies will be corrected and resubmitted no later than seven (7) days after Government notification. The Contractor will ensure accountability of contract worker time for submission of billing which will reflect, at a minimum, clock in and clock out when services are being performed. The Contractor will include in WAWF submissions an uploaded soft copy of invoice and all contract worker accountability timesheets or timecards reflective of the services invoiced. At a minimum, the uploaded soft copy invoice will include requirements identified at Attachment 14.

1.3. QUALIFICATIONS.

1.3.1. General Qualification Information. The Contractor shall provide Contract Catholic Priest (hereinafter referred to as contract worker(s)) capable of carrying out all work required herein who possess the qualifications and experience set forth below. Evidence of qualifications and experience shall be presented to the Government Representative (GOVT POC) within fifteen calendar days following date of contract award.

1.3.2. Mandatory Qualification Requirements. The Contractor shall provide a complete, current, and accurate qualifying package for Contract Catholic Priest not requiring a medical credentialing package within the timeframes. The type of information in a qualifying package includes, but is not limited to, education, experience and certification requirements.

1.3.2.1. Degree. Must be a member of the Associate Clinical Pastoral Education (ACPE).

1.3.2.2. Education. Have at least:

1.3.2.2.1. A minimum of four (4) units Clinical Pastoral Education (CPE) or be in the CPE residency program with at least one (1) unit and completion of other three (3) units within one (1) year.

1.3.2.2.2. Have an acceptable equivalent in terms of formal post graduate education (D. Ministry) professional training and experience, OR,

1.3.2.2.3. A combination of the above plus three (3) years' full-time experience in hospital ministry.

1.3.2.2.4. Must be within a 30-mile radium to provide immediate or time-critical responses without delay.

1.3.2.3. Certification. Certification by the National Association of Catholic Chaplains will assist in meeting this requirement.

1.3.2.4. Endorsement.

1.3.2.4.1. Federal law requires that Catholic Priest receive the endorsement of the Archdiocese for the Military Services, USA, which is the only recognized endorsing agent for the Catholic Church in the United States. The AMS endorsement certifies to the Federal Government that the applicant is a priest in good standing with the Catholic Church so that they can be hired or contracted for a priest position. Once the priest has been hired or contracted for service, they must notify the AMS Chancellor to request the faculties of the Archdiocese to exercise their ministry at their assignment. AMS will not grant an endorsement for a priest working through a third-party staffing agency. The contract must be held by the priest, their parish, or diocese/religious order.

1.3.2.4.2. Must be able to obtain and maintain endorsement from the Archdiocese for the Military Services (AMS), USA, the only authorized endorser for services at MTFs or Military installations is the Archbishop for AMS, USA. The Government will reject all other endorsements for Catholic clerics.

1.3.2.4.3. Must possess a current, valid ecclesiastical endorsement issued by AMS, USA authorizing performance of Catholic sacramental and pastoral services in a Military environment.

1.3.2.4.4. Must be formally assigned or authorized by the Archdiocese to perform ministry within the geographic location in order to maintain ecclesiastically good standing and ensure validity of sacramental services

1.3.2.4.5. Must have completed all required AMS Archdiocese-mandated training, background screening, and Military-specific credentialing associated with ministry in the Department of Wart environment which can take approximately 12 to 24 months for full adjudication.

1.3.2.5. Experience.

1.3.2.5.1. Shall be a U.S. citizen or possess a valid U.S. Immigration Form 1-151 and Alien Registration Card (Green Card).

1.3.2.5.2. Contract worker (Catholic Priest) shall be fully ordained.

1.3.2.5.3. Contract worker shall be a member in good standing of the Roman Catholic Church.

1.3.2.5.4. Have a minimum of three (3) years of experience working with Lay Catholic Ministers of Holy Communion; to include the ability to provide training and evaluation/assessment of individuals and program.

1.3.2.5.5. Have knowledge and ability in the following areas to include but not limited to: pastoral counseling, trauma grief ministry and resolution, sermon preparation and delivery, Roman Catholic law and ecclesiology, liturgy, ministrations, and marriage and family ministry.

1.3.2.5.6. Be able to minister in an inter-faith setting; plan, coordinate, and provide Catholic Masses; administer sacraments; perform routine visitations with all patients and staff regardless of faith; respond to emergency visitation requests - normally Catholic, unless an extreme emergency, such as a MASCAL, as identified by the Chief, DMPC; and when required conduct memorial services, funerals, burials, weddings, baptisms, and hear Confessions for patients, staff, and/or individuals eligible for military benefits.

1.3.2.5.7. Be able to speak, read, and write English fluently and well enough to effectively communicate with patients and other healthcare professionals.

1.3.2.5.8. Because of the joint density of Spanish speaking population in the Central Texas are, a Spanish-speaking contract worker is preferred by not required.

1.3.2.5.9. Must be able to perform within the physical and mental limitations identified at Attachment 11 to arrive/depart during 24/7 duty hours, days, evenings, nights, and weekends.

1.3.2.5.10. The contract worker must be able to type and have had experience using computers but will not be required to type a certain number of words per minute. The MTF will provide computer training on the hospital computer systems. Failure to learn the computer systems within a reasonable time period shall be grounds for immediate removal. Contract workers are required to be able to grasp and operate our clinical information systems to add patient notes to the patient records. Not being able to pick up basic computer skills to utilize these programs will cause technical charting issues.

1.3.2.5.11. Basic Life Support (BLS) Certification. Contract workers must have and maintain current certification for BLS certification during the contract period of performance. Certifications must be in accordance with current hospital policy and acquired within the first 30 days of official duties. Certifications in BLS must be certified through American Heart Association (AHA) or the American Red Cross (ARC). Certification cards must display AHA or ARC symbols. Web-based (on-line) classes are not acceptable by the Government. BLS certification may be available at CRDAMC on a space available basis; however, the Contractor shall not bill, and the Government shall not pay, for any time contract workers spend in, or for, certification training. Failure of the contract worker to obtain training on a space available basis does not release the Contractor from the contract requirement.

1.3.2.5.12. Clinical Pastoral Education (CPE) and Continuing Education Units (CEU). CPE and CEUs shall be required to meet pastoral requirements and shall be maintained at the Contractor or contract worker's own expense. The Government will not reimburse for these costs.

1.3.2.5.13. OSHA Training. Receive Occupational Safety and Health Administration (OSHA) required training for the position in which services will be performed. Will be required to maintain training and documentation provided to the COR. The work environment may include patient care areas which may result in exposure to infectious or contagious diseases, odors, or other risks that may occasionally require special health and safety precautions.

1.3.2.5.14. Qualifications may be waived at the discretion of the Chief, DMPC and CO. There could be other license, CPE, or certification requirements that may be acceptable. For instance, if a Military Chaplain retires from the Military and wants to become a Contractor, that Military Chaplain will not have the CPEs as it is not a requirement for Military; only Civilians are required to complete these courses. The retired Chaplain would have 20+ years of experience in working with MTFs and endorsement from the Archdiocese for the Military Services (AMS), USA. A waiver would allow that individual to come on board and then earn the CPEs, at their own or Contract expense, as a Civilian.

1.4. Hours of Operation.

1.4.1. General Hours of Performance Information: The Contractor shall be available to provide the services specified in the schedule and elsewhere herein during the times specified to ensure that complete and required Catholic ministries are provided.

1.4.2. Work Schedule. Performance hours shall be as set forth by the Chief, DMPC or their designated Government representative. The Contractor shall provide services for work weeks not to exceed 24 actual hours work per week, consisting of an average of four (4) hours per day, six (6) days per week Sunday through Friday. Normal duty hours on any given day may exceed four (4) hours per day. Additional hours may be needed for unusual circumstances including, but not limited to, patient last rites, mass casualties, or emergency instances. On-call and call-back coverage will be required as indicated at Attachment 7. The above timeframes are subject to change by mutual agreement of the CO and the Contractor. Schedules will be determined by the Chief, DMPC or their designated Government representative and is subject to change due to

changing mission requirements. The Contractor shall only be paid for actual hours worked. Hours scheduled do not include travel time involved in reaching the MTF or outlying medical facilities. The actual schedule, to include on-call and in-patient services if applicable, will be determined and scheduled by the Chief, DMPC or their designated Government representative and is subject to change and/or adjusted due to changing mission requirements.

1.4.3. Overtime Hours. Overtime hours are variable hours that may, or may not, be used for services beyond the regularly scheduled duty hours. All hours, except for on-call and call-back, will be billed at the overtime bill rate. Compensatory time (comp time) is not authorized. Shift hours or length may be adjusted to meet the health care needs of the MTF, its associated health care sites, or by mutual agreement between the CO and the Contractor.

1.4.3. Duty Hours. Regularly scheduled duty hours include, but are not limited to, hours averaging 24-hours a week that may consist of four (4) hours each day, six (6) hours each day and up to six (6) or four (4) days a week, Sunday through Friday, between the hours of 0600 - 2200 (6:00am - 8: 00pm). Example shifts are as identified at Attachment 7. Normal duty hours may fluctuate based on the Government's mission and schedules may include Federal Holidays and evening hours as scheduled by the MTF. An unpaid meal break is not required for this mission. The Government will only pay for actual hours worked. The time frames are subject to change due to mission requirements. Hours scheduled for shifts do not include travel time involved in reaching the MTF. During normal duty hours, contract workers present for duty shall respond to mass casualties, alerts, and emergencies as specified by the Chief, DMPC. For non-duty hours, the MTF Duty Chaplain shall notify the On-Call contract worker to respond to mass casualty, alert, and emergency situations as specified above. The contract worker may be called back to the MTF without being in on-call status.

1.4.4. Punctuality. Care of patients is vital therefore punctuality is of the utmost importance. Contract workers scheduled arrival and departure times must be strictly adhered to unless specifically advised or released by a Government representative. Tardiness and early departure must be kept at a minimum with no more than ten (10) incidents within a twelve (12) month period.

1.4.5. On Call and Call Back Services. On call services, when required, shall be optional and provided at the Government's discretion, based on mission requirements. The Government is not obligated to place the contract worker on call. The contract worker may be contacted and required to return to duty (call back) without having been placed in an on call status, consistent with mission-critical needs and/or emergent circumstances. At the time of any call back duty, the contract worker must be fully rested, not impaired, and medically and cognitively capable of safely and effectively performing required services. The Contractor shall ensure that contract worker assigned meet these readiness requirements prior to performing services. The Government retains the sole authority to determine the necessity and timing of on call or call back services. At the time of any on call or call back duty, the contract worker must be fully rested, not impaired, and physically, mentally, and professionally capable of safely and effectively performing assigned services. The Government's request for on call or call back services does not relieve the Contractor of responsibility for ensuring contract workers' readiness and safety.

1.4.5.1. On-Call.

1.4.5.1.1. Definition. On-call hours are variable depending on the staffing rotation and the resources available to share on-call services. On call is defined as hours outside of the regularly scheduled shift and a period during which the provider shall remain available to receive calls from the MTF. The contract worker is not required to remain at a place of residence while on call, but shall be available by Government furnished beeper, pager, cell phone, or personal cell phone during on-call periods

1.4.5.1.2. Hours. Contract workers may be required to serve in an on-call capacity to support operational needs of CRDAMC MTF. On-call assignments may be scheduled for periods ranging to a maximum of twenty-four (24) hour extended or overnight assignments and may occur any day of the week, Sunday through Saturday, as directed by the Chief, DMPC. Assignments may include weekends, training holidays, and federally recognized holidays. For example, if a contract worker is on-call for a 24-hour period and that contract worker is scheduled to work a normal shift within that 24-hours, the normal shift of 0730-1130 is billed as regular hours. Hours billed as on-call would be from 1130 to 0730 or depending on when the on-call was scheduled to begin.

1.4.5.1.3. Response. Response. Contract workers designated for on-call duty shall respond to Government contact within ten (10) minutes of notification and report on-site within thirty (30) minutes, unless otherwise directed by the Chief, DMPC or their designated Government representative. The Contractor shall ensure that designated contract workers are reachable, responsive, and prepared to report to duty within the timeframe specified by the Chief, DMPC in accordance with applicable protocols.

1.4.5.1.4. Shift Coordination and Scheduling. On-call coverage shall be coordinated to maintain continuity of service and minimize disruption of patient care, teaching activities, pastoral services, and CRDAMC MTF operations. To facilitate scheduling, the Chief, DMPC, or their designated Government representative, will provide a blank (no-names filled) on-call schedule to the COR no later than 60-calendar days in advance of the schedule start date. The COR will provide the Contractor with the blank schedule. The Contractor shall populate service contract workers and return the completed schedule to the COR within fourteen (14) calendar days of receipt. Updates to the schedule shall be submitted, no greater than four (4) hours of contract workers changes and a copy emailed to the COR and telephonically to the Chief, DMPC or their designated Government representative. The Contractor is responsible for ensuring adequate coverage, timely reporting, and compliance with all applicable CRDAMC MTF protocols and contract terms. The Contractor shall maintain internal coordination to prevent gaps in coverage and ensure timely response to emergent needs in accordance with the response and report standards outlined.

1.4.5.1.5. Duty and Rest Accommodations. Contract workers that are assigned to on-call shifts by the Contractor during circumstances where continuous presence or extended duty hours are necessary, the Government will provide on-site rest and sleep accommodations to ensure contract workers are able to maintain readiness and comply with duty requirements. On-call duty shall be billable at the reduced on-call rate established under this contract. During periods of no performance (rest/sleep) in an on-call status, contract workers shall clock out and will invoice at the reduced billable rate. Billing at the call-back rate will begin when call-back services are initiated and the contract worker has clocked back in. The Contractor shall ensure contract workers remain available and responsive during designated on-call periods and shall maintain documentation of

compliance with on-call duty requirements. Responsibility for managing rest periods, fatigue, and contract worker readiness rests solely with the Contractor. The Government assumes no responsibility or liability for ensuring contract worker rest, scheduling, recovery periods, or fitness for duty. The Contractor shall not permit any contract worker to perform services if the contract worker is fatigued, impaired, or otherwise unable to safely perform required duties.

1.4.5.2. Call Back.

1.4.5.2.1. Definition. Call-back is defined as when the contract worker has left CRDAMC MTF and is required to return on-site for the performance of services. The Government is not obligated to place the contract worker on call for the contract worker to perform call-back services either on or off-site.

1.4.5.2.2. Hours. Contract workers may be subject to call-back assignments to support emergencies or unscheduled operational needs. Call-back duties may occur any day of the week, including weekends, training holidays, and federal holidays, and may be assigned in addition to regular or on-call shifts. The Contractor shall ensure all contract workers are available and prepared to fulfill call-back obligations in accordance with CRDAMC MTF protocols and contract terms. All call-back activities shall be documented and reported to the Chief, DMPC or their designated Government representative for verification and performance tracking to include clocking in and out on the time clock.

1.4.5.2.3. Response. When called back, contract workers shall respond within ten (10) minutes of notification and report on-site within thirty (30) minutes, unless otherwise directed by the Chief, DMPC or their designated Government representative. Call-back hours are variable hours depending on the staffing rotation and the resources available to share call-back services.

1.4.5.2.4. Shift Coordination and Scheduling. Call-back coverage shifts coordination and scheduling shall be as identified in Part 1.4.5.1.4.

1.4.5.2.5. Duty and Rest Accommodations. Duty and rest accommodations are identified in Part 1.4.5.1.5. above.

1.5. Specific Tasks

1.5.1. General Specific Tasks Information: The Contractor shall conduct competency-based screening against preliminary Government minimum requirements, verify candidate qualifications against Government minimum requirements, and submit qualifying documentation for candidate approval as identified at the time of order placement. The contract worker (Catholic Priest) primary focus of service is for pastoral patient care and services for CRDAMC patients and staff. The contract worker is not authorized to provide services to other organizations other than those that fall under CRDAMC hierarchy. Duties will include:

1.5.1.1. Facilitate individual and group pastoral counseling sessions and pastoral visits to nursing units and clinics.

1.5.1.2. Will be required to visit inpatient wards and outpatient clinics to instruct and ministry in areas of stress, suicide prevention, parenting skills, communication skills, dying, and death to patients, individuals eligible for military benefits, and hospital staff.

1.5.1.3. Will be required to visit 3rd Floor psychiatric ward, which is a restricted access unit due to the nature of the patient treatment program. The contract worker will receive information on psychiatric visitation from the Chief, DMPC or their designated Government representative. The contract worker may be required to provide pastoral care classes (i.e. Spiritual resiliency, Greif /Loss, Relationships) as directed by the Chief, DMPC.

1.5.1.4. May be required to conduct spiritual wellness classes for Intrepid Center intensive outpatient groups.

1.5.1.5. Will be trained in clinical systems and use those systems to document pastoral care provided to patients. Will document pastoral care offered to patients and in some cases family members in the progress or group notes sections of the electronic health record (EHR).

1.5.1.6. Provide on-call coverage before and after normal duty hours, on weekends, Federal holidays and installation/Defense Health Agency (DHA) training holidays.

1.5.1.7. Will refer patients, individuals eligible for military benefits, and hospital staff to other support resources and services as needed.

1.5.1.8. Shall participate in group meetings, staff meetings, or case conferences as they pertain to patient care affecting area of responsibility.

1.5.1.9. Shall attend Chaplain's staff meeting at times and places as designated or established by the Chief, DMPC or their designated Government representative for purposes of coordination and debriefing.

1.5.1.10. Shall provide weekday Catholic religious worship services and ministrations during normal duty hours. Specific services and ministry to be provided will be scheduled and coordinated by the Chief, DMPC or their designated Government representative. A ministration is any act or instance of ministry or pastoral care such as pastoral visits; patient visitation and/or ministry of presence; pastoral counseling; prayers and scripture readings; dedication; ministry to the sick and dying; crisis intervention; conducting funerals and/or memorial services; administration of sacraments and/or ordinances of communion, baptism, anointing, matrimony, confirmation, penance; and other recognized religious ministries as needed.

1.5.1.11. Will conduct masses at the MTF or other sacramental ministrations to be performed as required in accordance with the norms of the AMS, Local Ordinary, and recorded in the patient's chart, log, and/or EHR.

1.5.1.12. Shall provide Holy Days Catholic worship services conducted in the CRDAMC Chapel assigned by the Chief, DMPC or their designated Government representative and as identified in the schedule of services and Holy Days of Obligation at Attachment 4.

1.5.1.13. Must maintain license, CPEs, and attend/complete all Government training requirement within the MTF. Maintenance of license, CPEs, and training is a condition of employment.

2. Definitions & Acronyms. Definitions & acronyms are identified at Enclosure 1. The list is not all inclusive and may change due to the Government's mission requirements, and changes to applicable laws, regulations, and policies.

3. Applicable Publications. Publications, laws, and forms are identified at Enclosure 2. This list is not all inclusive and may change due to the Government's mission requirements and changes to applicable laws, publications, regulations, and policies.

4. Anti-Terrorism/Operations Security.

4.1. Contractor, contract workers, and all associated subContractor workers shall provide all required information for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or CRDAMC Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.2049, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

4.2. Before CAC issuance, the contract worker requires, at a minimum, a favorably

adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher

investigation in accordance with Army Directive 201405. The contract worker will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks onsite or remotely; (2) remote access, via logon, to a DoD network using DoDapproved remote access procedures; or (3) physical access to multiple DoD facilities or multiple nonDoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

4.3. iWATCH Training. The Contractor and all associated sub-Contractors shall brief all contract workers on the local iWATCH program. All personnel on CRDAMC property must

understand to contact 288-COPS (288-2677) or the CRDAMC Provost Marshal Office at 553-9832 if any suspicious activity is observed. This training shall be completed within 5 calendar days of contract award and within 5 calendar days of new contract workers commencing performance with the results reported to the COR NLT 10 calendar days after contract award.

4.4. HIPAA Training. All contract workers, including subContractor workers, working inside CRDAMC facilities providing healthcare services or with access to any patient data, shall complete

DOD Approved HIPAA awareness training before being allowed access to the patient environment or information. The Contractor and subcontractor will direct contract workers to submit certificates of completion to the COR immediately upon completion. Training is available at https://jko.jten.mil /courses/DHA-US001/launch.html.Training is billable and can be completed onsite. Any training completed off-site is not billable.

4.5. Account Validation System (AVS). All contract workers with access to a Government information system must be registered in the Account Validation System (AVS) at commencement of services and must successfully complete the DOD Information Assurance /Cyber Awareness Challenge prior to access to the information system and then annually thereafter.

4.6. Cybersecurity/information technology (IT) training. All contract workers and associated sub-Contract workers must complete the DoD Cybersecurity training before issuance of network access and annually thereafter. All contract workers working IT functions must comply with DoD and Army training requirements in DoDD 8140.01, DoDM 8140-03, and AR 25-2 within six months of appointment to IT functions.

4.7. Contracts that require OPSEC Training. Per AR 530-1 Operations Security, the contract worker must complete Level I OPSEC Awareness training. New contract workers must be trained within 30 calendar days of their reporting for duty and annually thereafter.

4.8. AT Level I Training. All contract workers, including subContractor workers, requiring access Army installations, facilities and controlled access areas shall complete AT Level I Awareness training within 5 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected contract worker and subContractor worker, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all contract workers and subContractor workers. AT level I Awareness training is available at the following website: http://jko.jten.mil.

5. SEXUAL ASSAULT PREVENTION AND RESPONSE (SAPR) PROGRAM

5.1. SAPR Program: The Contractor shall comply with DHAPM 23-005, Defense Health Agency Sexual Assault Prevention and Response Policy (SAPR) Manual, DoDI 5495.02, Sexual Assault Prevention and Response (SAPR) Program Procedures, and their references. The SAPR reporting requirements apply only to knowledge obtained by contract workers while performing services under this contract.

5.2. SAPR Training: The Contractor will ensure all Contractor workers receive SAPR training not later than 60 calendar days after the Contractor workers begin performance. Training can be obtained either online or in person as offered at the installation where services are being provided. If the Contractor worker has an AKO account, they can access online through Army Learning Management System (ALMS) http://www.atsc.army.mil/tadlp/delivery/alms.asp

5.3. SAPR Reporting: The Contractor shall require all contract workers with knowledge of an incident of sexual harassment occurring on a Government facility, to include a Government leased

facility, where the Contractor is providing services under this contract, to report the incident to the Contractor who shall immediately (within 24 hours of gaining knowledge of the incident) report the incident in writing to the Government's POC. This reporting policy also applies to sexual harassment incidents involving DHA CRDAMC personnel that occur on the Contractor's owned or leased facility under this contract. All incidents shall be reported whether they involve contract workers or Government personnel, or other individuals, when the incidents occur on a Government facility, or a Government leased facility.

6. INVOICE & BILLING.

6.1. Invoicing/Billing for Services: The Contractor will only be paid for the actual hours the worker provides services. Billing (invoices) will be submitted no later than 30 days after the end of the performance-billing period. Discrepancies will be corrected and resubmitted no later than seven (7) days after notification. Contractor will ensure accountability of contract worker time for submission of billing will reflect, at a minimum of four (4) times a day (when contract worker clock in, clock out for lunch, clock in from lunch, and at the end of day).

6.1.2. Proper Invoice: Payment will be based on receipt of a proper invoice and satisfactory contract performance. In addition to WAWF requirements, a third party (soft copy) proper invoice must be uploaded in miscellaneous documents. A proper invoice must include, at a minimum, entries as identified at Attachment 14.

7. PERFORMANCE REQUIREMENT SUMMARY (PRS)

7.1. Reports. The following minimum PRS applies. The Government may modify inspection methods in accordance with site specific requirements. The minimum level of metrics maintained at the contract include Contractor overall fill rate, customer service, and specific tasks accomplishments. Acceptable Quality Levels (AQLs) on these metrics are set in Exhibit 1, PRS and Exhibit 2, Deliverable. The minimum values for AQLs metrics and calculations are as follows:

Overall Fill Rate - 90%

Customer Satisfaction - 3

Adherence to Terms and Conditions - 90%

7.1.1. Overall Fill Rate. The overall filling rate is the percentage of the total number of PTE-weighted days required (i.e., purchased) filled in a reporting period. The overall fill rate is calculated by dividing the sum of PTE-weighted days the Contractor fills a position in a reporting period by the total number of required PTE-weighted days in the same reporting period. Overall fill rate must meet or exceed 90% or above.

7.1.2. Customer Service. The customer service rating is used to compare customer expectations with the actual experience during contract interactions and performance. Customer satisfaction will be assessed using a five (5)-point scale with five (5) being the highest rated and one (1) being the lowest rate numbers on the scale. Customer satisfactions rates must meet or exceed a level (3) or above. Ratings are as identified at Attachment 2.

7.1.3. Adherence to Terms and Conditions. The Contractor shall adhere to all contract terms and conditions as measured against five (5) identified compliance elements. Ratings are calculated at each element represent twenty percent (20%) of the overall compliance requirements. Performance shall be considered acceptable when the Contractor achieves a cumulative compliance score of at least ninety percent (90%) or above during the evaluation period. Elements will include 1) meeting qualification requirements, 2) resolving performance issues, 3) timeliness and communication response, 4) maintaining high level quality of performed specific tasks, and 5) ability to maintain required licensure, training, CPEs, and CEUs (if CEUs are applicable).

(END OF PERFORMANCE WORK STATEMENT)

SUPPLEMENT TO PERFORMANCE WORK STATEMENT

1. GOVERNMENT HOLIDAYS

The following Government Holidays are observed:

New Year's Day, January 1

Martin Luther King, Jr.'s Birthday, 3rd Monday in January

President's Day, 3rd Monday in February

Memorial Day, Last Monday in May

Juneteenth Day, June 19th,

Independence Day, July 4

Labor Day, 1st Monday in September

Columbus Day, 2nd Monday in October

Veteran's Day, November 11

Thanksgiving Day, 4th Thursday in November

Christmas Day, December 25

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. Any holidays that are declared by Presidential Executive Order shall be observed in the same manner as the holidays listed above. If the area in which a contract worker is scheduled to work is closed due to a holiday declared by an Executive Order and the contract worker is not required to report in, payment will not be made for those hours. Closures of the installation due to inclement weather or other such acts of God shall be handled in the same manner.

2. INVOICING AND PAYMENT MONTHLY

The Contractor shall submit monthly, in arrears, itemized invoices in accordance with DFARS 252.232-7003, for services rendered under this contract. Information regarding IRAPT is available on the Internet at https://wawf.eb.mil/

3. Reserved

1. MALPRACTICE LIABILITY - See Part 1.1.7.

2. CREDENTIALING HISTORY - N/A

3. CRIME CONTROL ACT OF 1990

No performance under this contract will be allowed without full compliance with the Crime Control Act of 1990 and the Department of the Army Circular 690-92-1, 15 November 1992, Criminal History Background Checks on Individuals in Child Care Services. Contractor shall ensure that proposed health care workers cooperate with and assist the Government in conducting any necessary background checks.

1. COMPLIANCE WITH CRIME CONTROL ACT OF 1990

This position requires the Contractor to comply with Public Law 101-647 (Crime Control Act) and submit to a criminal history background check performed by the Government. The contract worker shall schedule an appointment with the Security & Intelligence Office at the MTF. The Contractor will be fingerprinted and complete a Standard Form SF 85-P. If the contract worker is in a position that requires access to Critical Sensitive or Classified Information the contract agency Facility Security Office (FSO) is responsible for ensuring that the contract worker has the required SECURITY clearance to include submitting a SF86 EPSQ questionnaire to DSS and obtaining the necessary SECURITY clearance level through DISCO as prescribed by the National Industrial Security Program Operating Manual (NISPOM) The Contractor shall be advised that a FAVORABLE report is needed as a condition of employment under Army Contracts.

Contract worker who previously received a background check and do not have a two-year break in service must get verification from Security and Intelligence Office. All contract worker are required to have a record re-verification and internal record check at a minimum of every five years.

2. RESERVED

3. IMPAIRED PERSONNEL

Removal of contract workers. At any time during the performance of this contract, the CO or the Commander may direct the Contractor to immediately remove any contract worker whose actions or impaired state raises reasonable suspicion that clear and present danger of physical harm

exists to a patient, other contract workers, Government personnel, or to the impaired individual. This provision will be used in emergency situations only and not for the purpose of bringing performance issues or other non-urgent concerns to the attention of the Contractor.

If the need for a removal occurs, the CO will contact the Contractor's point of contact and direct the Contractor to remove that individual from the military facility and to not use that individual to perform any healthcare services required under this contract until the issue has been resolved by the CO. The Contractor shall formally meet with the CO to discuss further action in accordance with the MTF. A review of the basis for removal will be made by the CO within 3 working days after removal.

If, after any investigation deemed necessary by the CO and discussions with the

Contractor's representative, the CO concludes that the contract workers impairment requires permanent removal from performance under the contract, the CO will notify the Contractor that permanent removal is required. In the event of disagreements between the Government and the Contractor's representative concerning matters of impaired contract workers, the decision of the CO will be final. During the period of time between the removal and the final decision of the CO, the Contractor shall provide a backup/replacement contract worker in accordance with the terms and conditions of this contract.

4. HEALTH AND IMMUNIZATION REQUIREMENTS

1. All contract Health Care Workers performing direct healthcare services under this contract shall receive a general physical examination prior to commencement of services. The Contractor shall provide the CO's Representative, 10 calendar days before beginning services under this contract, a physical examination certificate for each individual worker who will provide services. The certification shall state the date on which the physical examination was completed and the name of the psychiatrist who performed the examination. The psychiatrist performing the examination shall sign this certification. For the purposes of this paragraph, a physical examination administered more than 45 days prior to performance of the contract will not be considered adequate. The physical examination shall include the following:

a. A history to show that worker has completed a primary series of immunization with tetanus and diphtheria toxoids and that a booster dose is current (within the past 10 years).

b. A test for immunity to the hepatitis (Type B) virus with documentation of the results. A profile shall be established to show immune status to hepatitis. Non-immune Health Care Workers (lacking anti-HB(c) or anti-HB(s)) shall be required to complete an immunization series with a Hepatitis-B vaccine (e.g., Recombivax, Engerix).

c. Serologic evidence of immunity to measles and rubella or documentation of immunization with measles, mumps, and rubella (MMR) vaccine using the following guidelines:

1) Contract Personnel born before 1957 without documentation of previous vaccination with MMR should receive one dose.

2) Contract Personnel born in or after 1957 who have received one dose of MMR previously shall receive one booster dose.

3) Contract worker born in or after 1957 without documentation of any previous vaccination with MMR should receive two doses of vaccine, separated by no less than one month.

d. Serologic evidence of immunity to varicella or documented history of illness or immunization.

e. For contract workers who do not have proof of having completed a primary series, completion with enhanced potency inactivated poliovirus vaccine (eIPV) is recommended. Reliable history of spending early childhood and attending elementary schools in the United States since may suffice as clinical history of polio immunization but requires psychiatrist documentation in the record of the history and examination.

f. Contract workers shall be screened before employment and annually for tuberculosis by a tuberculin skin test using the Mantoux technique. (The TINE test is disallowed as a substitute.) A skin test result of 10 mm of induration or more shall be required to have a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of induration or more will require documentation providing an assessment of the patient (status of infection- active, inactive; need for preventive treatment or not as determined by age, history of BCG (Bacillus Calmette-Guerin) vaccination; duration of skin test positivity, etc).

g. If all of the immunizations and tests set forth in the preceding paragraphs have not been completed, the Contractor shall issue a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the Contractor must provide an updated and complete certificate. Failure to complete the immunizations as scheduled may be grounds for the CO, upon the advice of the MTF commander or his clinical staff, to determine that such contract worker is not an acceptable individual to perform services under this contract.

h. The CO, with the explicit case-by-case approval of the MTF commander, is empowered to make exceptions to these requirements, for example, in the event of vaccine shortage or bona fide religious exceptions, but nothing herein shall be construed as an imperative or directive upon the CO to make such exceptions.

2. All contract workers performing direct healthcare services under this contract, who experience a parenteral (e.g., needle-stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or bloody body fluids, shall receive prompt treatment. The medical treatment facility (MTF) will evaluate the source of exposure for risk of Hepatitis-B, Hepatitis-C, and Human Immunodeficiency virus (HIV) and will provide a report of the findings to the Contractor and the contract worker. It shall be the Contractor's responsibility to provide appropriate treatment as needed to possibly include Tetanus- Diphtheria booster, Immune Globulin, Hepatitis-B vaccine booster, or Hepatitis-B Immune Globulin. The Contractor shall be responsible for providing the contract worker with initial testing and if the source of exposure was unknown positive, or considered at high risk for HIV infection, follow-up testing 3, 6, and 12 months after exposure. In the event of a confirmed or highly suspected parenteral exposure to HIV, the Contractor shall

insure that the contract worker receives appropriate counseling and is referred immediately to a private infectious disease specialist for consideration of any post exposure prophylaxis (e.g., AZT). The Government may require the Contractor to provide evidence of the status of treatment and testing of the individual contract worker under the contract.

3. All contract workers shall receive the current influenza immunization during the fall influenza immunization program unless documented by a physician to be medically contraindicated. The expense for immunization shall be borne by the Contractor at no additional cost to the Government.

4. Failure to meet the requirements stated herein, or when test results determine a contract worker has a contagious disease, the CO may, upon the advice of the MTF commander or his clinical staff, determine that such contract worker is not an acceptable individual to perform services under this contract.

5. All contract workers performing services under this contract shall comply with the health and immunization requirements as stated herein at the time of initial request for clinical privileges and annually thereafter. Backup/replacement contract workers shall be required to provide equally current certification of health at the time of initial request for clinical privileges, and annually thereafter. The expense for all physical examinations to comply with the health requirements shall be borne by the Contractor at no additional cost to the Government.

(End of Notice)

TOBACCO FREE MEDICAL CAMPUS (TFMC)

The Contractor shall ensure that all contract workers comply with the U.S. Army Medical Command and MTF smoking policies while performing services under this contract. Smoking restrictions will apply at any location or building where health care activities are performed under this contract.

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

given installation or DoD-controlled location where contract workers may perform under this contract and shall instruct contract workers on the TFMC limitations for installations or DoD-controlled locations where they may perform under this contract.

11. MOBILIZATION AND CONTINGENCY PLANNING

In the event of a general or limited mobilization of reserve forces or an emergency, which impacts upon contract performance, the contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands could require increases in contractor- furnished property, as well as extended work hours and expansion of the contract work force.

To ensure that Government operations which depend upon the services provided hereunder can proceed with no or minimal disruption, the contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the emergency.

12. RESERVED

13. EXCLUSION FROM PARTICIPATION IN FEDERAL HEALTH CARE PROGRAM Exclusion from Participation in Federal Health Care Programs (October 2015)

1. The Contractor shall not employ or contract with any individual or entity (hereinafter collectively referred to as "person") to provide items or services that will be included in invoices submitted to the Government under this contract if such person is listed on the Department of Health and Human Services (HHS) Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) or the TRICARE Sanctioned Provider List. The Government is legally prohibited from paying for provision of items or services by such persons. The prohibition extends to services beyond direct patient care, such as services of persons in executive or leadership roles and administrative and management services, whether or not such services are billed separately. The LEIE may be found at

h ttp://oig.hhs.gov/fraud/exclusions.asp, and the TRICARE Sanctioned Provider list at

h ttp://www.health.mil/Military-Health-Topics/Access-Cost-Quality-and-Safety/Quality-And-Safety-of-

H ealthcare/Program-Integrity/Sanctioned-Providers. The LEIE and TRICARE Sanctioned Provider List

are hereinafter collectively referred to as "the Lists."

2. Prior to start of contract performance, the Contractor shall (a) query the Lists to determine whether the name of any person the Contractor employs or contracts with to provide services or items for which payment may be made under this contract appears on the Lists, and (b) certify to the CO that the Contractor has queried the Lists and no such names appear on either of the Lists.

3. During performance of the contract, and prior to persons other than those whose names were queried in accordance with paragraph 2, above, (hereinafter "new persons") providing services or items under the contract, the Contractor shall (a) query the Lists as in paragraph 2, and (b) certify to the CO that the names of such new persons do not appear on either of the Lists.

4. The Contractor is advised that during performance of the contract, MTF personnel will perform a recurrent recheck of the names of contract workers working in the MTF against the Lists. The Government will notify the Contractor in the event any contract worker working in the MTF appear on either of the Lists.

5. Should any person providing items or services under the contract appear on either of the Lists at any time during contract performance, the Contractor shall (a) in cases where the Contractor identified the person, notify the CO, and (b) promptly remove that person from the contract.

6. Violation of any aspect of the above paragraphs shall be considered a material breach of the contract and may result in termination of the contract.

7. The Contractor is further advised that, in accordance with Civil Monetary Penalties Law [CMP] (codified at 42 USC (S) 1320a-7a):

There are steep civil monetary penalties associated with billing the Government for providing items or services by a person on either of the Lists, and with failing to return to the Government any overpayments received for provision of such items or services.

Billing under the contract for provision of items or services by a person on either List may also result in exclusion of the person that employs or contracts with such person.

HHS OIG has issued a Special Advisory Bulletin on the Effect of Exclusion from Participation in Federal Health Care Programs with additional information on the CMP. The Special Advisory Bulletin may be found at h ttp://oig.hhs.gov/exclusions/files/sab-05092013.pdf.

14. Personally Identifiable Information, Protected Health Information, and Federal Information Requirements

(Revised 10/27/2020)

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

This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the Contractor shall comply with the specific requirements set forth in this Section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein.

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

For purposes of this Section, the following definitions apply.

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

HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 Code of Federal Regulations (CFR) Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-E (Enforcement), as amended.

Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this Section and are not included in the term HIPAA Rules.

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

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

2. Records Management

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

3. Freedom of Information Act (FOIA)

The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contact the DHA FOIA Officer for evaluation/action:

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

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

the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 8.1.6, relating to individual rights of access to PHI.

4. Systems of Records

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

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

5. Privacy Impact Assessment (PIA)

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

6. Data Sharing Agreement (DSA)

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

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

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

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

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

DSA for De-Identified Data

DSA for PHI

DSA for PII Without PHI

DUA for Limited Data Set

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

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

This Contract incorporates by reference the Protection of Human Subject Research clause in the Defense Federal Acquisition Regulation Supplement (DFARS) at 48 CFR 252.235-7004. A separate DFARS provision, 48 CFR 235.072(e), requires that the clause be incorporated in contracts that include or may include research involving human subjects in accordance with 32 CFR 219, DoDI 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b), the clause applies to solicitations and contracts awarded by any DoD

component, regardless of mission or funding Program Element Code. Thus, in the event a contractor participates in a study or demonstration project or other activity that involves human subject research, then the contractor shall comply with Protection of Human Subject Research clause. COs may not determine whether an activity is exempt from human subject research requirements. If contractor activity appears to involve human subject research, then the contractor shall consult the DHA Privacy Office, which may contact the Research Regulatory Oversight Office in the Office of the Under Secretary of Defense for Personnel and Readiness (OUSD(P&R)).

7. Privacy Act and HIPAA Training

The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, and the federal regulations on confidentiality of substance use disorder patient records, 42 CFR Part 2. Refer to FAR 52.224-3 regarding specific requirements for Privacy Training appropriate to the

Contractor's scope of involvement with DHA's PHI and its regulatory responsibilities as either a Covered Entity, or Business Associate.

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

8. HIPAA Business Associate Provisions

8.1 Business Associate - General Provisions

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

9. Breach Response

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

9.1 Definitions Related to Breach response

9.1.2 Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII; or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The foregoing definition is based on the definition of breach in DoDM 6025.18. Breaches are classified as either possible or confirmed (see the following two

definitions) and as either cyber or non-cyber (i.e., involving either electronic PII/PHI or paper/oral PII/PHI).

9.1.3 A possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the contractor does not initially know whether or not the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the contractor that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the contractor. In determining whether unauthorized access should be suspected, the contractor shall consider at least the following factors:

How the event was discovered;

Did the information stay within the covered entity's control;

Was the information actually accessed/viewed; and

Ability to ensure containment (e.g., recovered, destroyed, or deleted).

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

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

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

HHS breach excludes:

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

Any inadvertent disclosure by a person who is authorized to access PHI at a DoD covered entity or business associate to another person authorized to access PHI at the same DoD covered entity or

business associate, or organized health care arrangement in which the DoD covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted the HIPAA Privacy Rule.

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

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

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

The unauthorized person who used the PHI or to whom the disclosure was made;

Whether the PHI was actually acquired or viewed; and

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

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

9.2 General

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

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

9.2.3 The contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting and otherwise responding to breaches and cybersecurity incidents. The contractor should consult with the DHA Privacy Office where guidance is needed, such as when the contractor is uncertain whether a discovered breach is the contractor's responsibility (e.g., if the contractor discovers a breach not caused by the contractor), or how the contractor is to classify an incident (breach vs.

non-breach, confirmed vs. possible, cyber vs. non-cyber). Under no circumstances will a contractor delay reporting a confirmed or possible breach to the DHA Privacy Office beyond the 24-hour deadline. In conjunction with its initial investigation, the contractor shall immediately take steps to minimize any impact from the occurrence, proceed with further investigation of any relevant details (such as root causes, vulnerabilities exploited), and initiate further breach response steps.

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

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

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

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

9.3 Reporting Provisions

9.3.1 Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the contractor shall report it, within 1 hour of confirmation, to the US-CERT Incident Reporting System at https://forms.us- cert.gov /report/, as required by the Department of Homeland Security (DHS).

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

Before submission to US-CERT, the contractor shall save a copy of the on-line report. After submitting the report, the contractor shall record the US-CERT incident reporting number, which shall be included in the initial report to the DHA Privacy Office as described in paragraph 9.3.2.

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

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

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

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

Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense Form DD 2959 (Breach of PII Report), available at https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2959.pdf. For non-cyber incidents without a US-CERT number, the contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The contractor shall coordinate with the DHA Privacy Office for subsequent action, such as beneficiary notification, and mitigation. The contractor must promptly update the DD Form 2959 as new information becomes available.

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

9.4 Individual Notification Provisions

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

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

Specific data elements,

Basic facts and circumstances,

Recommended precautions the beneficiary can take,

Federal Trade Commission (FTC) identity theft hotline information, and

Any mitigation support services offered, such as credit monitoring.

Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach

Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach.

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

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

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

10. Administrative Updates to Exhibits, Attachments, and Enclosures.

Based on evolving Government mission requirements, and changes to applicable laws, regulations, and policies, the Government reserves the unilateral right to update or revise contract Exhibits, Attachments, and Enclosures as necessary without requiring a formal modification to the contract, provided such updates do not result in any change to the contract price or scope of work and are accomplished at no additional cost to the Government. Such updates shall not constitute grounds for an equitable adjustment under the contract. The Contractor will be provided copies of all updates or revisions within three (3) business days of issuance and shall acknowledge receipt of each update in writing within five (5) business days of receipt.

(END TO SUPPLEMENT TO THE PERFORMANCE WORK STATEMENT)

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENT SUMMARY (PRS)

Performance Objective	**Performance Standard**	**Performance Threshold**	**Performance Noncompliance**	**Method of Surveillance**
1) PWS Part 1.1.9.1.2.1. and Part 7. Overall Fill Rate. To ensure overall fill rate is maintained to provide qualified contract workers to fill requirements enabling the	Maintain compliance with overall fill rate by number of required PTE(s) within sixty (60) days of award or ninety (90) days following any one vacancy.	Contractor shall achieve rating of 90% or greater total cumulative PRS inspection checklist compliance.	-Result in Corrective Action Request (CAR) -Increased surveillance -Negative CPAR	-100% Inspection -Random Inspect -Customer Feedback

MTF to maintain high level of quality care.				
2) PWS Part 1.1.9.1.2.2. and Part 7. Customer Satisfaction. To compare customer expectations with actual experience during contract interactions and performance.	Maintain customer service with no more than (2) poor reports within a twelve (12) period.	Contractor shall achieve rating of 3 or greater total cumulative PRS inspection checklist compliance.	-Result in Corrective Action Request (CAR) -Increased surveillance -Negative CPAR	-100% Inspection -Random Inspect -Customer Feedback
3) PWS Part 1.1.9.1.2.3. and Part 7. Adherence to Terms and Conditions. To identify adherence to terms and conditions against compliance measurements	Maintain compliance against five (5) elements rated at 20% each element that include meeting qualification requirements, resolving performance issues, timeliness and communication, high level quality of performance, and maintaining required licensure, training, CPEs, and CEUs.	Contractor shall achieve rating of 90% or greater total cumulative PRS inspection checklist compliance.	-Result in Corrective Action Request (CAR) -Increased surveillance -Negative CPAR	-100% Inspection -Random Inspect -Customer Feedback

TECHNICAL EXHIBIT 2

Deliverable	Frequency	# of Copies	Medium /format	Submit To
Key Personnel List	NLT 10 business days of TO award	1 copy	Electronic copy (MS Word) via email	COR, Contract Specialist (CS), CO
Quality Control Plan	Within 30 days of award	1 copy	Electronic copy (MS Word) via email	COR, CS, CO
Security Investigative Documentation	NLT 15 business days after acceptance of qualifying candidate.	As defined by DHA Security	As defined by DHA Security	COR
Qualifying Package	NLT 30 days after acceptance of qualifying candidate.	As defined by CRDAMC Credentials Committee	As defined by CRDAMC Credentials Committee	COR
Liability Insurance Validation	NLT 30 days of award or acceptance of qualified candidate.	1 copy	Electronic copy via email	COR
Weekly Vacancy Status Report	Weekly by close of business	1 copy	Excel, Work, etc.	COR, CS

	each Friday			
Invoice and timekeeping documents	During each WAWF billing	1 copy of invoice and time sheets for each PTE	Upload electronic copy via WAWF	WAWF

ATTACHMENT 1

Established Scheduling (Ref Part 1.1.5.; 1.2.9.5.)

Labor Category	Regular Schedule Established in Days	Possibility of On-Call	On-call Schedule Established in Days	Estimate On-Call Hours Annually	Estimated Call-Back Hours Annually
Clergy - Catholic Priest	30	Yes	30	200	50

*Hours will be reduced during periods of performance less than 12 months or as mission dictates

ATTACHMENT 2

CUSTOMER SATISFACTION

AGGREGATE RATING SCALE OF COMPLIANCE

(Ref Part 1.1.9.1.2.2.)

Dimension	**Measurement (1-5 Scale)**	**Weight (%)**	**Example Indicators**
Clinical Competence	1-5 Scale	30%	Accuracy of procedures adherence to medical standards, certifications, training, license, credentials, privileges
Compliance & Documentation	1-5 Scale	25%	Timely charting, HIPAA compliance, regulatory reporting
Patient-Centered Care	1-5 Scale	20%	Empathy, respect, emotional safety, patient satisfaction
Communication & Teamwork	1-5 Scale	15%	Collaboration with staff, clarity in handoffs, responsiveness
Reliability & Attendance	1-5 Scale	10%	Punctuality, shift coverage, dependability

Aggregate Score Example:

If a contract worker scores:

Clinical competency = 4	4 x 0.30	1.2
Compliance = 5	5 x 0.25	1.25
Patient care = 4	4 x 0.20	0.8
Communication = 3	3 x 0.15	0.6
Reliability = 4	4 x 0.10	0.4
	TOTAL SCORE OUT OF 5	4.24

Legend: 1 - 2.9 = Poor 3 - 4.9 = Satisfactory 5 and above = Excellent

ATTACHMENT 3

Recognized Holidays (Ref 1.2.5.1.)

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

Veteran's Day
Thanksgiving Day
Christmas Day

ATTACHMENT 4

Holy Days of Obligation (Ref 1.2.5.2.)

Obligations
All Saint's Day
All Soul's Day
Immaculate Conception
Christmas

Mary, Mother of God
Presentation of the Lord
Ash Wednesday
St. Joseph, Husband of Mary
Annunciation of the Lord
Easter Sunday
Ascension of Our Lord
Sacred Heart of Jesus
Assumption of Mary

ATTACHMENT 5

Qualifying Documentation (Ref Part 1.2.6.)

Qualifying Documentation
Resume including work experience in day, month, year format; work status (i.e. FT, PT, PRN, travel); previous work location name of company/entity, address, and length of time work; number of hours worked per week
Education - prime source verified
Certifications - prime source verified; unexpired
License - prime source verified; unexpired
Degree - prime source verified
Endorsements

ATTACHMENT 6

Conversion Tables (Ref Part 1.2.6.)

Minutes	Hour /100	/////	Minutes	Hour /100	/////	Minutes	Hour /100	/////	Minutes	Hour /100
1	0.02	/////	16	0.27	/////	31	0.52	/////	46	0.77
2	0.03	/////	17	0.28	/////	32	0.53	/////	47	0.78
3	0.05	/////	18	0.30	/////	33	0.55	/////	48	0.80
4	0.07	/////	19	0.32	/////	34	0.57	/////	49	0.82
5	0.08	/////	20	0.33	/////	35	0.58	/////	50	0.84
6	0.10	/////	21	0.35	/////	36	0.60	/////	51	0.85
7	0.12	/////	22	0.37	/////	37	0.62	/////	52	0.87
8	0.13	/////	23	0.38	/////	38	0.63	/////	53	0.89
9	0.15	/////	24	0.40	/////	39	0.65	/////	54	0.90
10	0.17	/////	25	0.42	/////	40	0.67	/////	55	0.92
11	0.18	/////	26	0.43	/////	41	0.68	/////	56	0.94
12	0.20	/////	27	0.45	/////	42	0.70	/////	57	0.95
13	0.22	/////	28	0.47	/////	43	0.72	/////	58	0.97
14	0.23	/////	29	0.48	/////	44	0.73	/////	59	0.99
15	0.25	/////	30	0.50	/////	45	0.75	/////	60	1.00

Conversion Table - Decimal Hours to Minutes

Hour /100	Minutes	/////	Hour /100	Minutes	/////	Hour /100	Minutes	/////	Hour /100	Minutes
0.01	1	/////	0.26	16	/////	0.51	31	/////	0.76	46
0.02	1	/////	0.27	16	/////	0.52	31	/////	0.77	46
0.03	2	/////	0.28	17	/////	0.53	32	/////	0.78	47
0.04	2	/////	0.29	17	/////	0.54	32	/////	0.79	47
0.05	3	/////	0.30	18	/////	0.55	33	/////	0.80	48
0.06	4	/////	0.31	19	/////	0.56	34	/////	0.81	49
0.07	4	/////	0.32	19	/////	0.57	34	/////	0.82	49
0.08	5	/////	0.33	20	/////	0.58	35	/////	0.83	50
0.09	5	/////	0.34	20	/////	0.59	35	/////	0.84	50
0.10	6	/////	0.35	21	/////	0.60	36	/////	0.85	51
0.11	7	/////	0.36	22	/////	0.61	37	/////	0.86	52
0.12	7	/////	0.37	22	/////	0.62	37	/////	0.87	52
0.13	8	/////	0.38	23	/////	0.63	38	/////	0.88	53

0.14	8	/////	0.39	23	/////	0.64	38	/////	0.89	53
0.15	9	/////	0.40	24	/////	0.65	39	/////	0.90	54
0.16	10	/////	0.41	25	/////	0.66	40	/////	0.91	55
0.17	10	/////	0.42	25	/////	0.67	40	/////	0.92	55
0.18	11	/////	0.43	26	/////	0.68	41	/////	0.93	56
0.19	11	/////	0.44	26	/////	0.69	41	/////	0.94	56
0.20	12	/////	0.45	27	/////	0.70	42	/////	0.95	57
0.21	13	/////	0.46	28	/////	0.71	43	/////	0.96	58
0.22	13	/////	0.47	28	/////	0.72	43	/////	0.97	58
0.23	14	/////	0.48	29	/////	0.73	44	/////	0.98	59
0.24	14	/////	0.49	29	/////	0.74	44	/////	0.99	59

0.25	15	/////	0.50	30	/////	0.75	45	//	1.00	60

ATTACHMENT 7

Duty Hours (Ref Part 1.2.8.11)

4-HOUR SHIFTS			
Arrive		**Depart**	
0600	6:00am	1000	10:00am
0630	6:30am	1030	10:30am
0700	7:00am	1100	11:00am
0730	7:30am	1130	11:30am

0800	8:00am	1200	12:00pm
0830	8:30am	1230	12:30pm
0900	9:00am	1300	1:00pm
0930	9:30am	1330	1:30pm
1000	10:00am	1400	2:00pm
1030	10:30am	1430	2:30pm
1100	11:00am	1500	3:00pm
1130	11:30am	1530	3:30pm
1200	12:00pm	1600	4:00pm

6-HOUR SHIFTS	
Arrive	**Depart**

0600	6:00am	1200	12:00pm
0630	6:30am	1230	12:30pm
0700	7:00am	1300	1:00pm
0730	7:30am	1330	1:30pm
0800	8:00am	1400	2:00pm
0830	8:30am	1430	2:30pm
0900	9:00am	1500	3:00pm
0930	9:30am	1530	3:30pm
1000	10:00am	1600	4:00pm

ATTACHMENT 8

Computer Access & Specified Training (Ref Part 1.2.12.1.3

TRAINING TOPIC	DELIVERY METHOD	FREQUENCY	REGULATORY GUIDANCE

AMC Darnall-Fort Hood IT User Agreement (30 mins)	DHA-US1241	Annually	DoDI 1400.25 V410 DoDI 1322.31
Cyber Awareness Challenge 2023 (DoD) (1 hr)	DOD-US1364-23	Annually	DoDI 1400.25 V410 DoDI 1322.31 DoDI 8500.01
HIPAA and Privacy Act Training (1.5 hrs)	DHA-US001	Within 30 days of start date & annually thereafter	DoDI 1400.25 V410 DoDI 1322.31 DoDI 5400.11
MHS Genesis Online Perquisites	JKO assigned	Once	CRDAMC
MHS Genesis Face-to-Face	Face-to-Face	Once	CRDAMC
Newcomer's Orientation	Face-to-Face	Once	CRDAMC
Clinical Orientation	Online	Once	CRDAMC
TeamSTEPPS	Face-to-Face	Once	CRDAMC
New Provider Orientation	Face-to-Face	Once	CRDAMC
Prevention & Management of Disruptive Behavior (PMBD)	Face-to-Face	Once	CRDAMC
Relias	Online	Initial and annually thereafter	CRDAMC

ATTACHMENT 9

Cyber Health Readiness and Inspection Program (CHRIP)

Training (Ref Part 1.2.121.4.)

TRAINING TOPIC	DELIVERY METHOD	FREQUENCY	REGULATORY GUIDANCE
Level I Antiterrorism Awareness Training (2 hrs)	JS-US007	Annually	DoDI 1400.25 V410 DoDI 1322.31 DoDI O-2000.16.V1
Joint Staff Operations Security (OPSEC) (1 hr)	JS-US009	Within 90 days of start date & annually thereafter	DoDI 1400.25 V410 DoDI 1322.31 DoDD 5205.02
Counterintelligence (1 hr)	DHA-US434	Annually	DoDI 1400.25 V410 DoDI 1322.31 DoDD 5240.06

DHA Employee Safety Course (1 hr)	DHA-US323	Annually	DoDI 1400.25 V410 DoDI 1322.31 DoDI 6055.01
Joint Staff Insider Threat Annual Training (1 hr)	JS-US072	Within 30 days of start date & annually thereafter	DoDI 1400.25 V410 DoDI 1322.31
Operational Policy Review (OPR) Training for Leadership and Patient-Facing Personnel on DHA Response-Chaperone-Just Culture Policies	US1495-01	Annually	DoDI 1400.25 V410 DoDI 1322.31
Constitution Day Awareness (30 mins)	DHA-US1159	Annually by September 17th	DoDI 1400.25 V410 Public Law 108-447, Section 111
Controlled Unclassified Information Initial /Refresher (30 mins)	DHA-US1338 (Initial) DHA-US1339 (Refresher)	Annually	DoDI 1400.25 V410 DoDI 1322.31
DoD Annual Security Awareness (1 hr)	DHA-US438	Annually	DoDI 1400.25 V410

			DoDI 1322.31 DoD 5200.08-R
Annual OSD Records and Information Management (25 mins)	DHA-US1369	Within 30 days of start date & annually thereafter	DoDI 1400.25 V410 DoDI 1322.31 DoDI 5015.02
Joint Staff No Fear Act Training Course (1 hr)	JS-US012	Every 2 years	DoDI 1400.25 V410 DoDI 1322.31 Public Law 107-174, Section 202
Preventing Workplace Violence for Employees (1.5 hrs)	DHA-US1423	Annually	DoDI 1400.25 V410 DoDI 1322.31
Annual Security Refresher (1 hr)	JS-US077	Annually	DoDI 1400.25 V410 DoDI 1322.31 DoDI 5200.48
Emergency Preparedness and Response Course (EPRC) - Basic Awareness Course (2 hrs)	DMRTI-US026	Once	DoDI 1400.25 V410 DoDI 1322.31

DoD Zero Trust Awareness Course (1 hr)	DOD-US003	Once	DoDI 1400.25 V410 DoDI 1322.31
MHS: One Number (15 mins)	DHA-US698	Once	DoDI 1400.25 V410 DoDI 1322.31
MHS: Creating Positive Interactions with Patients (12 mins)	DHA-US1154	Once	DoDI 1400.25 V410 DoDI 1322.31
MHS: Communicating with Patients over the Phone (12 mins)	DHA-US1155	Once	DoDI 1400.25 V410 DoDI 1322.31
MHS: Communicating with Patients Face-to-Face (12 mins)	DHA-US11551	Once	DoDI 1400.25 V410 DoDI 1322.3
MHS: Communicating with Patients Face-to-Face (12 mins)	DHA-US1156	Once	DoDI 1400.25 V410 DoDI 1322.31
MHS: Assisting Patients in Distress (12 mins)	DHA-US1157	Once	DoDI 1400.25 V410

			DoDI 1322.31
Leadership: Time Management (1 hr)	JMESI-US064	Once	DoDI 1400.25 V410 DoDI 1322.31

ATTACH

10

Screening

Requirements (Ref Part 1.2.12.)

Vaccine/Immunization	When	Frequent
Tdap	1 dose	Once within the last 10 years
MMR	2 doses or Rubella, Rubeola and Mumps igG titers showing positive results (if needed, must be taken no less than two (2) weeks prior to report date).	Once

PPD (TB skin test)	2 tests within the past 12 months or a QFT Gold showing negative results within the past 12 months. A copy of chest x-ray if there is a history of positive TB test.	Once within a 12-month period
Varivax (chickenpox)	2 doses or Varicella igG titer showing positive results.	Once
Influenza (flu shot)	1 dose	Annually
Hepatitis B	3 doses or HBsAB showing positive results	Once

ATTACHMENT 11

Physical Requirements (Ref Part 1.2.16.3.1)

Physical Qualifications
Extensive walking
Long periods of standing

Stretching
Recurring and considerable crouching
Bending
Stooping
Lifting to 40 pounds
Lifting over 50 pounds with assistance
Toxic, hazardous, or irritating chemicals
Exposure to infectious and contagious diseases
Lifting equipment and supplies such as crosses, sacrament items, bibles, books, pamphlets, religious support items, moving of pulpit

ATTACHMENT 12

Periodic Progress Meetings (Ref 1.2.21.)

Progress Meetings
Patient scheduling and coordination.
Group meeting.
Staff meeting.
Chaplain's staff meeting.
Morning/Evening reports.
Morning huddles.
Grand rounds.
Group training.
Non-contract or non-Government related staff meetings.

Attend professional in-hour staff conferences/meeting and other appropriate professional activities requested by the Chief, DMPC that correlate with chaplain services only.
In-house staff conferences/meetings may include staff meetings, Pastoral care huddles, and/or training that pertain to services performed.
Contract workers are not authorized to attend meetings with topics discussing Government busine policy/regulation making, contract matters, new or existing requirements, new programs, or any otl means considered inherently Government business or duties. If in attendance, contract workers m be identified as contract workers and must be excused if such meeting topics change to inherently Government business or duties.
Meetings will be held during scheduled work hours.

13

Security Investigation Documentation Requirements (Ref Part 1.2.22.)

	Contractor	Contractor w /Childcare	CBCS Year Reverification	Remarks
DHA Notification of Incoming Personnel (NIP) Form	X	X	X	Must be typed.
Resume	X	X		Resume work

				experience must include day, month, and year of experience; city of state of previous work locations; number of worked hours per week.
OF306	X	X		Ensure all required boxes are complete including detailed information for block 16.
Proof of Citizenship	X	X		Birth certificate or copy of naturalization documents.
Proof of Identify	X	X		Driver's license or other Government issued unexpired document with picture ID.
SSN	X	X		Must include current official name.
Contract PWS	X	X		

DD2981		X	X	
DD3058		X	X	
DA5018-R		X	X	
SUDDC IRC		X	X	
OFI86C		X	X	
Texas Consent and Authorization to Retain Fingerprints		X		
Change of Name Documents		X		Marriage certificate or divorce decree.
List of Excluded Individuals and Entities (LEIE)		X		For any contract worker (provider) (privileged and non-privileged) within the DoD.

				Contract workers must be queried to determine if the contract worker has been excluded from participation in Federal Health Programs. If the contract worker's name appears on this list, the contract worker is disqualified from working for the DoD, in any capacity. A copy of the queried LEIE must be included with the security documents.

ATTACHMEN

14

Invoice

Submission (Ref Part 1.2.23)

Minimum Soft Copy Invoice Requirements
Name of Contractor
Address of Contractor
Invoice date
Invoice number
Contract number
CLINs invoiced
Description of services
Quantity
Unit of measure (UOM)
Unit price
Total price

Shipping and payment terms
Description of services
Contract worker timesheets showing clock in and out.
Any other information or documentation required by the contract.

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15

Quality Control Plan (QCP) (Ref Part 1.1.9.1.2.6)

QCP	Minimum Requirement
Code of Business Ethics	Written code of business ethics that includes the process to identify and handle ethical issues related to business practices.
Emergency Management Plan	Written emergency management plan that includes an analysis of potential emergencies that could affect service performance, notification processes, backup communication systems, and a periodic test of the plan.

Privacy, Confidentiality, and Security of Information	Written policy to address how privacy, confidentiality, and security of Government owned information will be handled.
Life Cycle Performance Management	Procedures to ensure that services are performed in accordance with PWS throughout the life cycle of the contract.
Subcontractor Oversight	If applicable, how the Contractor ensures subcontractors meet the same quality of standards.
Communication Protocols	How the Contractor will communicate quality issues and resolutions to the CO, CS, and/or COR.
Continuous Improvement	Mechanisms for reviewing performance trends and updating the QCP over time.

ENCLOSURE 1

Definitions & Acronyms (Ref Part 2.)

2. Definitions & Acronyms.

2.1. Definitions

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

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

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

2.1.4. BENEFICIARY: An individual eligible for medical care in a medical or dental facility as outlined in 10 U.S.C. Part 55.

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

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

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

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

2.1.9. CLINCAL QUALITY IMPROVEMENT: The integrated processes, both clinical and administrative, that provide the framework to objectively define, measure, assure, and improve the quality and safety of care received by beneficiaries.

2.1.10. COMPETENCY ASSESSMENT FOLDER: The documents that provide the necessary information for the Government to validate credentials on a non-privileged credentialed contract worker prior to performance at a place of performance. The type of information in a competency assessment folder includes, but is not limited to, qualifying degrees, education, professional experience, licensure/registration, and certification requirements. Additional requirements for credentialed contract workers will be outlined in the TOPR and regulatory guidelines.

2.1.11. COMPETENCY ASSESSMENT: Assessment of a healthcare provider's knowledge, skills, and ability to deliver high quality, safe patient care. The Military Health System (MHS) assesses healthcare providers using standards from the Accreditation Council for Graduate Medical Education (ACGME) and the American Board of Medical Specialties (ABMS), recognizing six areas of "General Competencies" including: patient care, medical/clinical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and system-based practice. These may serve as the basis for healthcare provider care evaluation and privileging decisions.

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

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

2.1.14. CONTRACTING OFFICER'S REPRESENTATIVE (COR): A civilian or Military employee of the U.S. Government appointed by the CO to monitor the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.15. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS): The web-enabled application that collects Government assessments on Contractor performance, both positive and negative, based on objective facts captured during a specific period of time.

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

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

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

2.1.19. CREDENTIALS REVIEW: The credentials inspection and verification process conducted for healthcare providers before selection for military service, employment, and procurement. The credentials review process is also conducted for healthcare providers before medical staff appointments and granting of clinical privileges and is repeated at the time of reappointment and renewal of privileges.

2.1.20. CUSTOMER SATISFACTION: A measure used to compare customer expectations with the actual experience during contract interactions. Customer satisfaction will be assessed at the COR (see definition) level for each contract using a 5-point scale, with 5 being the highest rated and 1 being the lowest rated numbers on the scale as identified at Enclosure 1.

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

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

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

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

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

2.1.26. ENTERPRISE RESOURCE PLANNING System (ERPS): A software package the companies use to manage day-to-day complex business operations such as accounting, procurement, project management, risk management, and contract compliance.

2.1.27. EQUIVALENCY DETERMINATION: A formal, Contractor request for Government review of contract worker qualifications that may have equivalent combinations of education and experience, but not those detailed in the specific Task Order.

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

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

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

2.1.31. HEALTHCARE PROVIDER: A healthcare provider is a credentialed contract worker who is licensed and privileged to provide medical care or treatment dependently or independently. A

healthcare provider possesses appropriate credentials and is granted authorized clinical privileges to diagnose, initiate, alter, or terminate regimens of healthcare with defined scope of practice.

2.1.32. HUMAN RESOURCES INFORMATION SYSTEM (HRIS): A software solution that provides a centralized repository for maintaining, managing, and processing detailed employee information and human resources-related policies and procedures.

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

2.1.34. JOB SHARE: The use of more than one contract worker to fill a single FTE position. Job sharing must be approved by the place of performance.

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

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

2.1.37. RESERVED

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

2.1.39. LICENSED INDEPENDENT PRACTITIONER (LIP): Any individual permitted by law and by the organization to provide care, treatment, and services, without direction or supervision, and within the scope of the individual's license and consistent with individually granted clinical privileges.

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

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

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

2.1.43. MHS GENESIS: Military Health System (MHS) GENESIS is the most current integrated electronic health record used by DoD.

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

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

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

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

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

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

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

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

2.1.52. ON RAMP/OFF RAMP: A mechanism to allow businesses to enter and exit a contract during the performance/ordering period.

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

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

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

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

2.1.57. PERFORMANCE MEASURE: A method or instrument to estimate or monitor the extent to which the actions of a healthcare provider or other personnel conform to clinical practice guidelines.

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

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

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

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

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

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

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

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

2.1.66. PROGRAM MANAGEMENT OFFICE (PMO): The organization that manages the requirements on the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.81. TASK ORDER PROPOSAL REQUEST. Task Order Proposal Request (TOPR) and ends with proposal evaluation. In the standard ordering process, the Contractor is awarded a Task Order and must provide qualifying packages and, when required, credentials packages within a specific timeframe identified in the Task Order.

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

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

2.1.84. SUBSEQUENT GOVERNMENT MINIMUM REQUIREMENTS: The minimum requirements to fully qualify the contract worker for placement at the place of performance include, but not limited to, health; immunizations; drug screening; credentialing; and security. The Government uses the subsequent Government minimum requirements to ensure contract workers are fully qualified to perform at a place of performance.

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

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

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

2.1.88. TASK ORDER COMPETITION: Task order competition includes the issuance of a Task Order Proposal Request (TOPR), receipt of proposals, proposal evaluation, legal review, contract clearance and [RESERVED] or Order award (under the standard ordering process).

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

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

2.1.91. THREE-STEP ORDERING PROCESS: RESERVED.

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

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

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

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

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

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

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

2.2. Acronyms/Abbreviations

AQL Acceptable Quality Level

ATS Applicant Tracking System

BAA Business Associate Agreement

BBR Blind Benchmark Report

BLS Basic Life Support

CAC Common Access Card

CAF Central Adjudication Facility

CDC Centers for Disease

CE Continuing Education

CFR Control Code of Federal Regulations

CHBC Criminal History Background Check

CLIN Contract Line-Item Number

CNACI Child Care National Agency Check with Inquiries

CO Contracting Officer

COR Contracting Officer Representative

CPARS Contractor Performance Assessment Reporting System

DC District of Columbia

DEA Drug Enforcement Administration

DFARS Defense Federal Acquisition Regulation Supplement

DHA Defense Health Agency

DMHRSi Defense Medical Human Resources System - internet

DoD Department of Defense

DoDD Department of Defense Directive

DoDI Department of Defense Instruction

DTF Dental Treatment Facility

e-QIP Electronic Questionnaires for Investigations Processing

ERPS Enterprise Resource Planning System

FAR Federal Acquisition Regulation

FIPS PUB Federal Information Processing Standards Publication

FTE Full-Time Equivalent

FTR Federal Travel Regulation

GFEBS General Fund Enterprise Business System

HIPAA Health Insurance Portability and Accountability Act of 1996 HRIS

HSPD Human Resources Information System Homeland Security Presidential

Directive

IA Information Assurance

IAW In Accordance With

IDIQ Independent Delivery/Independent Quantity

JTR J Joint Travel Regulation

KPP Key Performance Parameter

MAC Multiple Award Contract

MHS Military Health System

MQS Medical Q-Coded Services

MQS2-NG Medical Q-Coded Support & Services - Next Generation

MSS Medical Support Services

MTF Military or Medical Treatment Facility

NACI National Agency Check with Written Inquiries

NAICS North American Industry Classification System

NCR National Capital Region

NoPP Notice of Privacy Practices

OA Ordering Activity

PTE Part-Time Equivalent

PGMR Preliminary Government Minimum Requirements

PHI Protected Health Information

PIEE Procurement Integrated Enterprise Environment

PII Personally Identifiable Information

PCO Procuring/Program Contracting Officer

PMO Program Management Office

PRS Performance Requirements Summary

PSC Product Service Code

PSV Primary Source Verification

PWS Performance Work Statement

QA Quality Assurance

QASP Quality Assurance Surveillance Plan

QCP Quality Control Plan

RGT Report Generator Tool

SGMR Subsequent Government Minimum Requirements

SMART CORE Surveillance Management and Reporting Tool - Core

SOO Statement of Objectives

SOW Statement of Work

TO Task Order

TOCO Task Order Contracting Officer

VMS Vendor Management System

WAWF Wide Area Workflow

ENCLOSURE 2

Publications, Laws, & Forms (Ref. Part 3.)

Applicable Publications. In addition to the publications listed in this contract, the Contractor shall abide by the following applicable regulations, publications or manuals listed on the CRDAMC SharePoint website. Contractors with approved CAC capabilities can access the SharePoint site at:

https://militaryhealth.sharepoint-mil.us/sites/crdamc/Pubs/Forms/AllItems.aspx

Additional publications can be found on the DHA Publications SharePoint website at:

https://militaryhealth.sharepoint-mil.us/sites/RPI-J1-AMP-PUBS

Public Law

Public Law 91-596 Occupational Safety and Health Act of 1970

Public Law 104-191 Health Insurance Portability and Accountability Act of 1996

Accreditation Manuals

The Joint Commission Comprehensive Accreditation Manuals (Current Edition)

Defense Health Agency

DHA-AI 001 Telework Program

DHA-AI 003 Physical Security Program

DHA-AI 034 Drug-Free Workplace Program

DHA-AI 050 Accounting of Disclosures of Personally Identifiable Information (PII) and Protected Health Information (PHI)

DHA-AI 5210.01 Physical Security Program

DHA-AI 050 Accounting of Disclosures of Personally Identifiable Information (PII) and Protected Health Information (PHI)

DHA-AI 5015.01 Records Management Program

DHA-AI 5200.02 Information Security Program

DHA-AI 5200.03 Operations Security (OPSEC) Program

DHA-AI 5400.04 Personal Security Program

DHA-AI 5400.05 Child Care Background Check Program DHAPI 6000.03 Life Support Training Certification Requirements and Guidance

DHA-AI-6025-08 Pain Management and Opioid Safety in Military Medical Treatment Facilities

DHA-AI 6025-32 Provision of Human Immunodeficiency Virus Pre=Exposure Prophylaxis for\ Persons at High Risk of Acquiring HIV Infection

DHA-PI 6000.03 Life Support Training Certification Requirements and Guidance

DHA-PI 6000-14 Standard Processes, Guidelines and Responsibilities of the DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS) Military Medical Treatment Facilities (MTFs)

DHA-PI 6010.02 MHS Prescription Drug Monitoring Program

DHAPI 6025.04 Pain Management and Opioid Safety in the MHS

DHA-PI 6015.02 Beneficiary Counseling and Assistance Coordinator (BCAC) and Debt

Collection Assistance Officer (DCAO)

DHAPM 6025.01 Primary Care Behavioral Health (PCBH) Standards

DHA-PI 6025.06 Standardized Templates for Primary Care Clinical Encounter Documentation

DHA-PI 6025-08 Pharmacy Enterprise Activity (EA)DHAPI 6025.10 Standard Processes, Guidelines, and Responsibilities of the DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS) Military Medical Treatment Facilities (MTFs)

DHA-PI 6025.20 Medical Management (MM) Program within the Military Health System (MHS)

DHA-PI 6025.26 Standard Processes for the Military Health System (MHS) Nurse Advice Line (NAL)

DHA-PI 6025.27 Medical Ethics in Military Health System

DHA-PI 6025.28 Standard Processes and Procedures for Communication of Laboratory and Radiology Results DHAPI 6025.29 Provision of Human Immunodeficiency Virus (HIV) Pre-Exposure Prophylaxis (PrEP) for Persons at High Risk of Acquiring HIV Infection

DHA-PI 6025.33 Acupuncture Practice in Military Treatment Facilities

DHAPI 6025.39 Medical Ethics in the Military Health System

DHA-PI 6025.42 Routine Adult Transthoracic Echocardiogram (TTE) Standards for all Military Medical Treatment Facilities (MTFs)

DHAPI 6040.07 Medical Coding of the DOD Health Record

DHA-PI 6040.42 Medical Coding of the DoD Health Record

DHA-PI 6410.01 Dental Sedation Medical Management

DHA-PI 6490.02 Behavioral Health (BH) Treatment and Outcomes Monitoring

DHA-PI 6490-15 Integration of Primary Care Behavioral Health (PCBH) Services int Patient-Centered Medical Home (PCMH) and Other Primary Care Service Setting within the Military

Health System (MHS)

DHA-PM 6010.13-V1 Medical Expense and Performance Reporting System (MEPRS) for Fixed Military Medical and Dental Treatment Facilities (DTFs)

DHA-PM 6015.01 Military Medical Treatment Facility (MTF) Uniform Business Office (UBO) Operations

DHA-PM 6025.01 Primary Care Behavioral Health (PCBH) Standards

DHA-PM 6025.13, Volumes 1-7 Clinical Quality Management in the Military Health System

DHAPI 6401.01 Dental Sedation Medical Management

DHAPI 6490.02 Behavioral Health (BH) Treatment and Outcomes Monitoring

DHAPM 23-005, Defense Health Agency Sexual Assault Prevention and Response Policy Manual

Department of War (Department of Defense)

DoD 5200.1-R Information Security Program

DoD 6015.1-M Glossary of Healthcare Terminology

DoD 6025.18-R DoD Health Information Privacy Regulation

DoD 8580.02-R HIPAA Security Rule

DoDD 5144.02 DoD Chief Information Officer (DoD CIO)

DoDD 5205.2E DoD Operations Security (OPSEC) Program

DoDD 5500.07 Ethics and Standards of Conduct

DoDI 1100.22 Policy and Procedures for Determining Workforce Mix

DoDI 1402.05 Background Checks on Individuals in DoD Child Care Services Programs

DoDI 3020.37 Continuation of Essential DoD Contractor Services During a Crises

DoDI 5200.02 DoD Personnel Security Program (PSP)

DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card

DoDI 5200.48 Controlled Unclassified Information

DoDI 5400.11 DoD Privacy and Civil Liberties Program

DoDI 5495.02, Sexual Assault Prevention and Response (SAPR) Program Procedures:

DoDI 6000.11 Patient Movement (PM)

DoDI 6000.14 DoD Patient Bill of Rights and Responsibilities in the Military Health System (MHS)

DoDI 6015.23 Foreign Military Personnel Care and Uniform Business Offices in Military Treatment Facilities (MTFs)

DoDI 6205.2 Immunization Requirements

DoDI 6025.5 Personal Services Contracts (PSCs) for Health Care Providers (HCPs)

DoDI 6025.8 Ambulatory Procedure Visit (APV)

DoDI 6025.13 Medical Quality Assurance (MQA) and Clinical Quality Management in the Military Health System (MHS)

DoDI 6025.18 Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs

DoDI 6040.40 Military Health System (MHS) Data Quality Management Control (DQMC) Program, December 27, 2019

DoDI 6040.42 Management Standards for Medical Coding of DoD Health Records

DoDI 6040.43 Custody and Control of Outpatient Medical Records

DoDI 6040.45 DoD Health Record Life Cycle Management

DoDI 6040.48 Personal Health Records (PHR) and Patient-Controlled Data

DoDI 6055.01 DoD Safety and Occupational Health Program

DoDI 6055.05 Occupational and Environmental Health

DoDI 6205.02 DoD Immunization Program

DoDI 8500.01 Cybersecurity

DoDI 8580.02 Security of Individually Identified Health Information in DoD Health Care Programs

DoDM 5200.01 Volume 1 Information Security Program: Overview, Classification, and Declassification

DoDM 5200.02 Procedures for the DoD Personnel Security Program

DoDM 5200.08 Volume 3 Physical Security Program: Access to DoD Installations

DoDM 5210.42 Nuclear Weapons Personnel Reliability Program (PRP) Regulation

DoDM 5400.7 DoD Freedom of Information Act

DoDM 6025.18 Implementation of the Health Insurance Portability and Accountability Act (HIPAA)Privacy Rule in the DoD Health Care Program

DoDM 6055.05 Occupational Medical Examinations: Medical Surveillance and Medical Qualification

Standard Forms

SF 30 Amendment of Solicitation/Modification of Contract

SF 85 Questionnaire for Non-Sensitive Positions

SF 88 Medical Record - Report of Medical Examination

SF 93 Report of Medical History

SF 504 Medical Record History

SF 505 Medical Record - History - Parts 2 and 3

SF 506 Medical Record - Physical Examination

SF 507 Medical Record

SF 509 Medical Record - Progress Report

SF 513 Medical Record - Consultation Sheet

SF 515 Medical Record - Tissue Examination

SF 519B Radiologic Consultation Request/Report (Radiology/Nuclear Medicine/Ultrasound/Computed Tomography Examinations)

SF 523 Medical Record -Authorization for Autopsy

SF 523A Disposition of Body

SF 541 Medical Record - Gynecologic Cytology

SF 550- Medical Record -Urinalysis

SF 551 Medical Record -Serology

SF 557 Medical Record - Miscellaneous

SF 1449 Solicitation/Contract/Order for Commercial Products and Commercial Services

SF 558 Medical Record - Emergency Care and Treatment

SF 600 Medical Record - Chronological Record of Medical Care

Additional Forms

FD 258 FBI US Department of Justice Application Fingerprint Form

*** END OF NARRATIVE ***

Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	2023-11		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.225-7055	Representation Regarding	2022-05		

	Business Operations with the Maduro Regime.	
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-

delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018

(Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.215-7008 Only One Offer. 2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable ____[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

ADDENDUM TO 52.212-1

The Solicitation will be posted on the SAM website(https://sam.gov/)

Offeror shall submit signed and dated proposals to Fort Hood Health Contracting Branch), Medical Readiness Contracting Office - West (MRCO-W) office no later than the date and time specified in Block 8, of the Standard Form 1449, Solicitation/Contract/Order for Commercial Items. This requirement will be procured using RFO FAR Part 12 Acquisition of Commercial Products and Commercial Services. The government will make an award to the offeror's quote that conforms to the Request for Quote (RFQ) and proposed price is determined fair and reasonable.

QUOTES PREPARATION INSTRUCTIONS: Quotes shall be submitted in three individual electronic volumes:

Volume I. Administrative

Volume II. Technical

Volume III. Price

Electronic (e-mail) is the only method of submission for quotes; paper or printed copies will not be accepted. Files larger than 20MB may need to be transmitted in separate emails.

The Contracting Officer, Joshua P. Barbero, joshua.p.barbero.civ@health.mil and Contract Specialist, Bobby J. Etheridge,bobby.j.etheridge.civ@health.mil are sole points of contact for this solicitation. No telephonic questions or offers will be accepted. Offeror shall clearly identify each part of their quote, as described below.

Administrative:

a. Request for Quote. The offeror shall include a copy of the completed SF 1449, with the signature and include the name of the offeror, address, phone and UIE Number, CAGE Code, Point of Contact (POC) in Block 17a., 30a, 30b, and 30c. information for the authorized individuals authorized to negotiate with the government on behalf of the offeror, and the solicitation number. The offeror is responsible for notifying the contracting office of any POC changes.

b. The offeror The offeror shall include a copy of the completed SF 1449, with the signature in block 30a, name and title of signer in block 30b, and date signed in block 30c. Signature shall be from an authorized individual authorized to negotiate on behalf of the company. Include the name of the offeror, address, phone number, and CAGE Code in Block 17a.

c. For all solicitation amendments, if applicable: Completed and signed SF 30: Blocks 8, 15A through 15C.

d. The offeror shall make a clear statement that the quote is valid for at least 90 days starting from the dates specified for receipt of offers.

e. All offerors must be registered in the System for Award Management (SAM) with the appropriate NAICS Code prior to award and shall not have any Active Exclusions listed within SAM. GOV to be eligible for award. Lack of registration shall make an offeror ineligible for award.

f. Questions regarding this solicitation are to be submitted electronically to the Contract Specialist by 13 July 2026 @ 11:00 a.m. CST to bobby.j.etheridge.civ.@health.mil; answers to all questions will be provided via an amendment to the solicitation and posted to https://sam.gov. no later than 15 July 2026 @ 3:00 p.m. CST. Untimely offers will NOT be accepted nor evaluated.

g. Offers are due by the date and time identified on Page 1 Block 8 of the SF1449 (Unless extended via solicitation amendment). Offers shall be submitted via e-mail to bobby.j.etheridge.civ. @health.mil. Quotes received after the deadline will be considered untimely and will not be eligible for award. When submitting your offer via email please annotate the subject line as "Quote for W81K0026QA224."

Technical

a. The technical quote shall be addressed insufficient written detail for the Government to determine if the offeror's service(s) adequately perform the specific requirements as stated in 52.212-2.

b. The non-FAR Part 12 discretionary FAR, DFARS, AFARS, and MEDCOM provisions included herein are incorporated into this solicitation either by reference or in full text. If incorporated by reference, see clause 52.252-1 herein for locations where full text can be found.

c. The Contractor must describe how they intend to fulfill the PWS requirements with sufficient details so the Government is confident in the offeror's abilities to meet the PWS requirements. Offeror's shall submit their Archdiocese endorsement along with their technical proposal in order to be evaluated on their technical ability. Failure to submit the endorsement with the proposal will render the offeror in-eligible for an award.

Pricing

a. Pricing for Requirements. The offeror shall submit proposed pricing for all Contract Line Item Numbers (CLINs) and sub Contract Line Item Numbers (subCLINs) identified int he Request for Quote, unless otherwise noted. Include the unit price and the total extended price for each CLIN.

b. A unit price shall be submitted for all Contract Line Items (CLINs), as well as, the extended price (e.g. unit price multiplied by the quantity). Pricing shall be to two (2) decimal places (i.e. $0.00).

If the SF 1449 is not completed in accordance with Volume I of FAR Provision 52.212-1 Addendum, the quote will be considered non-compliant NOTE: This is an "all or none" solicitation.

CLIN's: 0001, 0002, 0003, 0004 1001, 1002, 1003, 1004, 2001, 2002, 2003, 2004, 3001, 3002, 3003, 3004, 4001, 4002,4003,4004 are to be filled out

END OF ADDENDUM TO 52.212-1

ADDENDUM TO 52.212-2

Award will be made using the lowest price technically acceptable (LPTA) source selection process. Award will be made to the responsible offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Award may be made without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if itis later determined by the contracting officer to be necessary.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation is Lowest Price, Technically Acceptable (LPTA). Award will be made on all or nothing basis. The following evaluation factors shall be used to evaluate offers:

Technically Acceptability and Price as outlined below:

EVALUATION PROCESS:

1. **Technical acceptability**: Offer will be found technically acceptable if the offer meets the salient physical, functional, or performances characteristic specified in this solicitation inn accordance with the Performance Work Statement (PWS). Explain your firm's capability to ensure the PWS standards are met. Statements that the offeror understands, can or will comply with all specifications, or statements paraphrasing the specification of parts there of, or phrases such as "standard procedures will be used" or "well-known techniques "will be considered insufficient. Provide information on your capability to provide an ordained Clergy that is in good standing of the Roman Catholic Church and meet the following:

Technical Ratings:

Acceptable Offer clearly meets the minimum requirements in accordance with the solicitation.
Unacceptable Offer does not meet the minimum requirement in accordance with the solicitation.

Mandatory Qualification Requirements:

The Contractor shall provide a complete, current, and accurate qualifying package for clergy not requiring a medical credentialing package within the timeframes. The type of information in a qualifying package includes, but is not limited to, education, experience and certification requirements.

Degree: Must be a member of the Associate Clinical Pastoral Education (ACPE).

Education: Have at least:

1) A minimum of four (4) units Clinical Pastoral Education (CPE), or be in the CPE residency

program with at least one (1) unit and completion of other three (3) units within one (1) year.

2) Have an acceptable equivalent in terms of formal post graduate education (D.

Ministry)professional training and experience, OR,

3) A combination of the above plus three (3) years full time experience in hospital ministry.

4) Must be within a 30-mile radium to provide immediate or time-critical responses without delay

Certification: Certification by the National Association of Catholic Chaplains .

Endorsement: Federal law requires that Catholic Priest receive the endorsement of the Archdiocese for the Military Services, USA, which is the only recognized endorsing agent for the Catholic Church in the United States. The AMS endorsement certifies to the Federal Government that the applicant is a priest in good standing with the Catholic Church so that they can be hired or contracted for a priest position..

Must be able to obtain and maintain endorsement from the Archdiocese for the Military Services (AMS), USA, the only authorized endorser for services at MTFs or Military installations is the Archbishop for AMS, USA. The Government will reject all other endorsements for Catholic clerics.

Experience:

1) Shall be a U.S. citizen or possess a valid U.S. Immigration Form 1-151 and Alien Registration Card (Green Card).

2) Clergy shall be fully ordained.

3) Clergy shall be a member in good standing of the Roman Catholic Church.

4) Have a minimum of three (3) years of experience working with Lay Catholic Ministers of Holy Communion; to include the ability to provide training and evaluation/assessment of individuals and program.

5) Have knowledge and ability in the following areas to include but not limited to: pastoral counseling, trauma grief ministry and resolution, sermon preparation and delivery, Roman Catholic law and ecclesiology, liturgy, ministrations, and marriage and family ministry.

6) Be able to minister in an inter-faith setting; plan, coordinate, and provide Catholic Masses; administer sacraments; perform routine visitations with all patients and staff regardless of faith; respond to emergency visitation requests - normally Catholic, unless an extreme emergency, such as a MASCAL, as identified by the Chief of the Department; and when required conduct memorial services, funerals, burials, weddings, baptisms, and hear Confessions for patients, staff, and/or individuals eligible for military benefits.

7) Be able to speak, read, and write English fluently and well enough to effectively communicate with patients and other healthcare professionals

8) Priority may be given to Spanish-speaking clergy in addition to the English-speaking requirement, because of the joint density of Spanish speaking population in the central Texas area. However, this requirement may be waived at the discretion of Chief, Department of Ministry & Pastoral Care (DMPC) and the Contracting Officer.

9) The contract clergy must be able to type and have had experience using computers, but will not be required to type a certain amount of words per minute. The MTF will provide computer training on the hospital computer systems. Failure to learn the computer systems within a reasonable time period shall be grounds for immediate removal.

Life Support Training. Must have and maintain current certification for Basic Cardiac Life Support (BCLS) certification during the contract period of performance. Certifications must be obtained through an American Heart Association (AHA) approved training program within first 30 days of official duties Continuing Education Units. Shall be required to meet continuing medical education (CEI) requirements. The Government will not reimburse for these costs.

OSHA Training. Receive Occupational Safety and Health Administration (OSHA) required training for the position in which services will be performed. Will be required to maintain training and documentation provided to the Contract Officer Representative (COR). The work environment may include patient care areas which may result in exposure to infectious or contagious diseases, odors, or other risks that may occasionally require special health and safety precautions

Must be able to stand for long periods of time. Duties may include activities involving bending and lifting items up to 40 pounds.

Must be in good physical condition to arrive/depart during 24/7 duty hours (day/night). Qualifications may be waived at the discretion of the Chief, Department of Ministry & Pastoral Care (DMPC) and the Contracting Officer

These parts of the technical proposal shall be addressed in sufficient written detail for the Government to determine if the offeror possesses sufficient technical capability to technically acceptable.

This factor will be rated as either "acceptable" or "unacceptable. This solicitation is Lowest Price, Technically Acceptable (LPTA). Acceptable Rating - Proposal clearly meets all the requirements listed in the solicitation in accordance with the PWS.

Unacceptable Rating - Proposal does not clearly meet all the requirements listed in the solicitation in accordance with the PWS. An "unacceptable" rating on any of these subfactors will make the overall technical rating "unacceptable" which causes the proposal to be ineligible for award.

2. **Price.**

a. Award will be made to the Lowest Priced Technically Acceptable (LPTA) offer.

(b). Price will be evaluated using various price analysis techniques and procedures IAW RFO FAR 15.404-1 (b), but not limited to, comparison of proposed price received in response to the solicitation. Evaluation of price will include a determination that the price is fair and reasonable. Quotes must be submitted NLT the offer due date/local time CST by e-mailing to: bobby.j.

etheridge.civ@health.mil. or joshua.p.barbero.civ@health.mil No telephonic questions or quotes will be accepted. A signed SF form 1449 with completed pricing must be submitted. E-mail is the preferred method.

(c). Evaluation Process: All offers will be evaluated IAW FAR 15.305 first: Award will be made using the lowest-price, technically-acceptable source selection process. The government will initially list proposals from lowest to highest price. If a proposal is rated Technically Unacceptable, the government will not evaluate any other factor.

(d) Options. The Government will evaluate proposals for award purposes by adding the total price for all option to the total price for the basic requirement. The Government may determine that proposal is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e). A written notice of award or acceptance of an offer, will be furnished via e-mail to the successful offeror and shall result in a binding contract without further action by either party.

END OF ADDENDUM TO 52.212-2

*** END OF NARRATIVE ***

Evaluation - Commercial Products and Commercial Services

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.212-2	Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-02		

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(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:

[Insert evaluation factors in the relative order of importance. For requests for proposals, state: Evaluation factors other than price when combined are [significantly more important than price /approximately equal to price/significantly less important] than price. For invitations for bids, list only price and price-related factors.]

See Addendum 52.212-2

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(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.

(End of provision)

Addendum to Solicitation Provisions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-2	Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038)	2026-02		

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) Representation. The Offeror represents that-

(1) It [ ] is, [ ] is not an inverted domestic corporation; and

(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5	Certification Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Certification Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more

contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e. g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department

of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul [Insert one or more Internet addresses]

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement[[insert regulation name](48 CFR Chapter48 CFR ChapterChapter 2)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)