

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
083. EFFECTIVE DATE
07-Mar-20184. REQUISITION/PURCHASE REQ. NO.
N/A5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392DCMA Baltimore
217 EAST REDWOOD STREET, SUITE
1800
BALTIMORE MD 21202-3375

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

J. Aguinaldo Group, Inc
46940 S. Shangri La Drive
Lexington Park MD 20653-1037

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4396-FK01

10B. DATED (SEE ITEM 13)

28-Sep-2014

CAGE CODE
1NPK1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
FAR 52.249-2 'Termination for the Convenience of the Government (Fixed Price)'

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

07-Mar-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to fully Terminate this Task Order for the Convenience of the Government, in accordance with FAR 52.249-2 "Termination for Convenience of the Government (Fixed Price)" as originally incorporated into the base contract N00178-05-D-4396. A conformed copy of this Task Order is attached to this modification for informational purposes only.

All work, efforts and expenditures related to this Task Order shall be stopped by the 3 March 2018 as directed by the Government in the Termination Notice issued on 2 march 2018.

Contractor shall submit invoice for any work expended or incurred between the February invoice and the date specified in the termination notice.

- a. The Contractor will neither expend additional work nor bill beyond 2 March 2018.
- b. The remainder of the Task Order, Option Year III from March 3, 2018 to September 27, 2018 is hereby Terminated in full

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R699	HEALTH ANALYST SUPPORT SERVICES - LABOR (O&MN,N)	12.0	MO	██████████	██████████
800001	R699	(O&MN,N)				
800002	R699	(O&MN,N)				
8001	R699	HEALTH ANALYST SUPPORT SERVICES - LABOR (O&MN,N)	12.0	MO	██████████	██████████
800101	R699	(O&MN,N)				
800102	R699	(O&MN,N)				
8002	R699	HEALTH ANALYST SUPPORT SERVICES - LABOR (O&MN,N)	12.0	MO	██████████	██████████
800201	R699	(O&MN,N)				
800202	R699	(O&MN,N)				
8003	R699	HEALTH ANALYST SUPPORT SERVICES - LABOR (O&MN,N)	12.0	MO	██████████	██████████
800301	R699	(O&MN,N)				
800302	R699	(O&MN,N)				
8004	R699	HEALTH ANALYST SUPPORT SERVICES - LABOR (O&MN,N)	12.0	MO	██████████	██████████
		Option				

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Naval Hospital Camp Lejeune

1.0 Background

The selected contractor shall provide direct support to the Directorate of Medical Services and assist in the coordination of mental health support under the Medical Homeport program at the Naval Hospital Camp Lejeune. The Directorate of Medical Services provides services to approximately 38,000 beneficiaries.

2.0 Site of Service

The contractor shall provide personnel for service throughout the Directorate of Medical Services (DMS) at Naval Hospital Camp Lejeune. DMS clinics have operating hours from 0730 hours to 1600 hours, Monday through Friday except on days in observance of Federal holidays, when they are closed. All support shall be full-time (40 hour week). Overtime is not permitted nor needed to perform under this contract.

3.0 Period of Performance

The period of performance is anticipated to be one twelve month base year and four twelve month option years, and the potential FAR 52.217-8 six (6) month extension.

Period	Period of Performance
Base Year	28 Sept 2014 – 27 Sept 2015
Option Year I	28 Sept 2015 – 27 Sept 2016
Option Year II	28 Sept 2016 – 27 Sept 2017
Option Year III	28 Sept 2017 – 27 Sept 2018
Option Year IV	28 Sept 2018 – 27 Sept 2019
FAR 52.217-8 (6 month extension)	28 Sept 2019 – 27 March 2020

4.0 Specific Tasks

The Government requires two (2) full-time Health Systems Data Analysts to provide support as defined below.

The Health Systems Data Analyst(s) will have the following areas of responsibility:

- Access Composite Health Care System (CHCS), M2, Care Point, AHLTA and various command-created databases to extract reports/ queries to gather clinical operational information and prepare it for review by the Director, Directorate Business Manager, Department Head and/or Division Officer as requested.
- Support DMS clinics with daily technical and administrative tasks.
- Gather, compile, model, validate and analyze medical data.
- Prepare reports of medical data as requested.
- Compare medical budgeting information to medical data analysis.
- Attend ad-hoc and scheduled meetings, conference calls, and other meetings, etc. pertinent to the duties assigned as needed
- Prepare statistical and narrative reports, correspondence, and documents in final form from drafts, notes, and oral instructions using terminal and a variety of automation software for review and signature by requesting authority.
- Monitor internal control of all suspense as applicable to the DMS.
- Maintain suspense's and completes all assigned suspense actions and tasks.
- Assist the Management Services Specialist to identify personnel requirements, resources, and services

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needed to ensure the effective use of manpower, money and materials to support the mission.

- Provide ad-hoc training regarding use of data analytics to DMS staff.
- Must be identified as a contract employee. May not represent or commit the Government. Government will make final decisions.
- Personally answer routine and non-technical requests for information such as status reports, suspense dates for matters requiring compliance, and similar information readily available from files in a timely and accurate manner.
- Training with clinic providers/staff as directed by the supervisor or appointed representative.
- Maintain HIPAA compliance as required in the attached PII/HIPAA guidelines
- Maintain up-to-date training in HIPAA requirements and N2 as directed by department /command policy
- Monitor work productivity or quality to ensure compliance with standard operating procedures.
- Collaborate with other directorates/clinics out of DMS as needed to accomplish DMS assigned tasks.

The Health Systems Data Analyst(s) shall have demonstrated experience and knowledge in the following areas:

- The contractor must have pertinent work experience handling intricate database and PC- based applications used for data management with-in the last four years. This experience provides supports to doctors, health care administrators and other health care professionals.
- A Bachelor's degree in any of the following areas: Healthcare Administration, Mathematics, Financing, Business or Computer Science.
- 4 Year experience in clinical data analysis
- Knowledge of collecting and presenting information from data resources
- Knowledge of office administration procedures and regulations
- Knowledge of data analysis tools, such as Statistical Analysis System (SAS) and data base language tools like Structured Query Language (SQL).
- Knowledge and proficient in Microsoft Word, Outlook and Excel.
- Exceptional customer service skills.
- Exceptional interpersonal and communication skills.

5.0 Labor: Full Time Equivalent (FTE) = 2080 hours

Support	FTE	Hours
Business Analyst	1	2080
Business Analyst	1	2080

6.0 Special Requirements

6.1 Government Resources

The Government will provide office facilities, equipment, and materials for daily business use under this contract. This shall include desk, telephone, chair, computer, shared printer, and requisite consumable materials.

6.2 Replacement Personnel

Government will allow a one week window for replacement coverage to be provided by contractor. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced.

TOM will coordinate with the contractor in the event that a contractor employee is unable to perform the tasks/responsibilities of section 4.0.

6.3 ECMRA Requirements

Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

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The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Camp Lejeune via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

6.4 Security Requirements

SUP 5252.204-9400 MEDICAL CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (DEC 2011).

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to Privacy Act information on a DoD computer/network. It is the responsibility of the command/facility where the work is performed to ensure compliance.

Each contract health care worker providing services at a Navy command under this contract is required to obtain a Common Access Card. Additionally, depending on the level of computer/network access, that contract health care worker will also require a successful investigation as detailed below.

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Contractor's Security Representative

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer

ACCESS TO FEDERAL FACILITIES

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD- 12)" dated November 26, 2008 (or its subsequent DoD instruction) and Navy implementing memorandum dated May 28, 2010 direct implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing

directives. Per HSPD-12 and implementing guidance, all contract health care workers working at a federally controlled base, facility or activity under this clause will require a Common Access Card.

ACCESS TO DOD SYSTEMS

In accordance with SECNAV M-5510.30, contractors who require access to DoD networks are categorized as IT-I, IT-II, or IT-III. This clause applies to contractors who require IT-II privileged access to a DoN or DoD unclassified computer/network; the IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI) . All contract health care worker positions under this contract require access to Privacy Act protected information and are

therefore categorized as no lower than IT-II.

PROCEDURES

To obtain a favorable determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access Privacy Act information on a DoD unclassified computer/network, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the

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required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness and accuracy prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contract employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF 86 appeal procedures)

and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a eligibility determination.

DENIAL OF ACCESS

The potential consequences of any requirements under this clause including denial of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a CAC card and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the SF-86 questionnaire and advance fingerprint results. When the results of the investigation are received and a favorable determination is not made, contractor employees working on the contract under interim access shall be removed immediately and will no longer be authorized to work on the contract.

7.0 Miscellaneous Provisions

The Contractor shall be responsible for payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, Workers' Compensation and Social Security obligations,

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licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Contractor shall indemnify and hold the Government harmless from and against any and all claims by Contractor employees for the payment or filing of any of the foregoing compensation. The Contractor agrees to pay all applicable federal, State, and local income taxes, including any and all other Governmental fees, taxes, or expenses levied against it.

Government Access to Patients: For the purpose of gathering data relative to satisfaction of the goals and objectives of contracting for health services within the Navy Medical Department (for example, containment of TRICARE costs, gathering patient demographic data, etc.), the Government may exercise its right to conduct brief exit interviews with patients. These interviews are separate and distinct from the Government's responsibilities for quality assurances are strictly informational, and are referenced in the "Inspection and Acceptance" area of the contract. The Government will make every attempt to prospectively inform the Contractor of these interviews.

Background Investigations: By fulfillment of this position, the contract employees will have access to Department of Navy (DON) IT systems and/or perform IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Additionally the employees may have contact with patients under the age of 18. Therefore, the employees shall be subject to Information Technology (IT)/Sensitive Information (SI) security requirements which include national and local background checks and a credit check in accordance with Secretary of Navy (SECNAV) Manual 5510.30, as well as a criminal background check in accordance with the Crime Control Act of 1990. It should be noted that in order to receive access to the DON IT system(s) and the sensitive data necessary to perform the duties for this position, each employee must be a U.S. citizen. The employees shall be required to complete the paperwork necessary for the Government to complete the background investigations.

Contractor personnel shall report to the TOM to receive MTF specific processing instructions for the background investigation request, submit the appropriate paperwork for background investigations or proof of a favorable adjudication, and receive requisite training. A copy of the interim approval to access the DoD AIS/networks or DoD SI shall be provided to the TOM upon receipt by the contract employee. It is the contractor's responsibility to ensure its employees undergo a 51 State criminal history background check by providing the Government support, cooperation, and active assistance throughout the process. U.S. citizenship is a basic condition for assignment to a position such as that in this contract requiring access to and/or processing of proprietary, privacy, or sensitive data/information. To initiate the process for a background investigation, the Contractor shall ensure each employee reports to the TOM for specific MTF processing instructions, completes the appropriate portion of the SF 85 P, and obtains fingerprints for submittal to the Office of Personnel Management.

Contractor personnel shall use patient information for their designated project use only. This information shall not be used to create databases or any other non-authorized non intended use.

Contractor personnel shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of patient information in accordance with Standards for Privacy of Individually Identifiable Health Information, Final Rule, December 28,2000, DoD Health Information Privacy Regulation (DoD 6025.18-R), the Privacy Act, and DoD Privacy Program (DoD 5400.11-R). Contractor personnel shall provide patient information only to employees and Government personnel having a need to know such information in the performance of their duties. The Contracting Officer shall approve the release of any patient information prior to the release.

The contractor key person shall meet with the TOM weekly during the first three months of contract performance to insure that quality performance is maintained to resolve identified problems. Thereafter meetings shall be held as deemed necessary by either the TOM or the contractor key person. The meetings shall be held at a location mutually agreeable to the TOM and the Contractor. The TOM will maintain written minutes of the meetings, and the TOM and contractor key person shall both sign the minutes. The contract key person may append additional comments in cases of disagreement.

Contractor Personnel shall report to the TOM on the first day of contract performance. The TOM shall provide

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direction for proper check-in for items such as vehicle registration and identification documents.

With written recommendation from the Commanding Officer, and the approval of the Contracting Officer, a contractor employee with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

The Contractor shall comply with Federal, State, local, and Joint Commission health, fire and safety regulations.

In accordance with 42 U.S.C. 13041(d) the contractor shall ensure that employment applications for potential employees contain a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and if so, requiring a description of the disposition of the arrest or charge. The application shall further state that it is being signed under penalty of perjury, with the applicable Federal punishment for perjury stated on the application.

Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government to facilitate and complete the background investigation.

Contractor employees who have previously received a background check must provide proof of the check or obtain a new one.

8.0 Local Installation Requirements

In accordance with installation regulations establishing protocol to gain access to the installation or its facilities, contract employees must provide, among other documentation, a criminal records check from the state or county level covering the period of time specified in the installation regulations.

Contractor personnel shall contact the TOM immediately after contract award to receive MTF/installation specific instructions for documentation and background investigation requirements to gain access to the installation/facility for contract performance

9.0 Physical Security

The Contractor shall safeguard Government property and, at the close of each work day, secure Government facilities and equipment in his/her work area.

The Contractor shall be responsible for ensuring that keys issued by the Government are for the exclusive use and access of contract employees engaged in the performance of this contract.

The Contractor shall ensure that no Government lock combinations are revealed to unauthorized persons.

The Contractor shall be responsible for Government-issued keys which are lost or used by unauthorized individuals. The Contractor may be required to replace, re-key, or reimburse the Government for replacement of locks or re-keying necessitated by Contractor employees losing keys. The Contractor shall not duplicate any Government-issued keys.

Any instances in which Government property is in any way damaged by a contract employee, a written report of the circumstances and extent of damage shall be submitted to the TOM within 24 hours of occurrence.

The Contractor shall take necessary actions to protect his/her supplies, materials, and equipment and the personal property of contract employees from loss, damage, or theft.

10.0 Health and Safety

The Contractor shall be responsible for compliance with any certification, training, or requirement arising from Federal and State health regulations in the performance of this contract.

The Contractor shall be responsible for all testing and/or treatment for Contractor employees which may result due

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to an exposure, injury or hazard of the job, except for the initial stabilization.

The Contractor shall require evidence of sound physical and mental health status from each Contractor employee prior to performance by each employee. Such evidence shall be submitted to the TOM. No medical tests or procedures required to comply with this paragraph may be performed at the MTF except for eligible beneficiaries. Expenses for all required tests and procedures shall be borne by the Contractor at no additional cost to the Government.

The Secretary of the Navy has determined that the possession or use of illegal drugs and paraphernalia by contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to detect and deter any and all drug offenses by contract employees on military installations. In an effort to curtail drug offenses on military installations and to prevent introduction of illegal drugs and paraphernalia, the Government reserves the right to conduct routine, random inspections of personal possessions and vehicles on military installations with drug detection dog teams. When the Government finds probable cause to believe that a contract employee on board a Naval or Marine Corps installation has been engaged in the illegal possession, use or trafficking of drugs, the employee may be restricted or detained until he can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When the Government discovers illegal drugs in the course of an inspection of a vehicle operated by a Contractor employee, the employee and vehicle may be detained until the employee and the vehicle can be turned over to appropriate civil law enforcement officials. The Government may take action to suspend, revoke or deny the contract employee's installation driving privileges as well as his/her clinical privileges at the military MTF. Implicit with the acceptance of this contract is the agreement by the Contractor and his employees to comply with all Federal laws and statutes and installation regulations.

The Contractor shall comply with all fire prevention measures prescribed in the installation fire protection regulations which are in effect or may be put into effect during the course of this contract. Copies of these regulations are on file in the office of the Head, Operating Management Department or with the TOM. At the close of operations each day, the Contractor or his designee shall be required to make a thorough inspection in each work area to determine that all necessary safeguards relative to probable fire hazards are in effect. The Contractor shall familiarize his employees with the aforementioned fire regulations, location of fire reporting telephones near work sites, and correct fire reporting procedures. The Contractor and his employees shall be cognizant of and observe all requirements for handling and storing combustible supplies and materials, daily disposal of combustible waste, trash, etc. The Contractor shall comply with Federal, State, local, and Joint Commission health, fire and safety regulations.

All accidents which may arise out of or in connection with the performance of services required herein, and which result in injury, death or property damage, shall be reported immediately to the Safety Department and the TOM and within 24 hours to the MTF QI Department. Verbal reports shall be followed up in writing within 24 hours. Statements of witnesses shall be included. If any claim is made by a third party against the Contractor on account of any accident which occurs in connection with the performance of this contract, the Contractor shall promptly report the facts in writing to the MTF Legal Advisor, the MTF QI Department, MTF Safety Department, and the TOM.

11.0 Workplace Conditions

Eating or smoking by Contractor employee is permitted only in designated areas. Smoking is strictly prohibited inside the entire MTF.

The Contractor shall be responsible for operating under conditions which preclude the waste of utilities. Government telephones shall not be used for personal business, including both incoming and outgoing calls.

12.0 Healthcare Administration

The Contractor shall participate in the provision of appropriate healthcare administrative services and adhere to all

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applicable MTF administrative procedures.

The Government will retain complete administrative control of all patients. All records produced in the performance of this contract and all evaluations of patients are the property of, and subject to the exclusive control of, the Government. The Contractor may retain a copy of all such records or evaluations, but may not provide further copies or disclose the information from such records or evaluations to third parties. All requests from other treatment facilities or other individuals for patient records shall be handled in accordance with procedures specified by applicable MTF instructions.

If a subpoena or court order is received for the production of a medical record, the Contractor shall refer the subpoena or court order to the Patient Administrative Officer, via the TOM, for action.

14.0 Occupational Health

Within at least 14 days prior to performance of services by the contract employee, the employee shall obtain, at contractor expense, documentation of required immunizations and physical testing, and a statement from the employee's licensed medical practitioner or a report of a physical examination. The physical examination and immunization documentation shall indicate that the employee is free from mental or physical impairments that would restrict the employee from providing the services described herein. The requirements are provided on the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, the current version of which is available at: <http://www.nmlc.med.navy.mil/handbooks/Physical%20Exam%20and%20Immunization%20Form.pdf>. The contractor shall always obtain the current version from the web page and shall have the form completed in its entirety in accordance with its instructions. Declinations shall only be permitted based on either the employee's religious convictions or medical contraindications (as documented by a qualified health care provider). The Hepatitis B vaccine declination can be found on the World Wide Web at <http://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>.

Except for those employees who decline Hepatitis B vaccine as given above, the Hepatitis B requirements given in HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM provide that a employee must either show a positive titer or demonstrate persistent non-response to the vaccine. An employee may be approved for service at the MTF prior to achieving a Hepatitis B positive titer or demonstrating a persistent non-response according to the following provisions:

An employee must receive the first vaccination of his/her initial vaccination series prior to commencing service under the contract and must complete the series not later than 6 months after commencing service and, if a negative titer is obtained, must complete the second series within another 6 months; or

An employee who has completed his/her initial series and obtained a negative titer must commence his/her second vaccine series prior to commencing service and must complete the second series not later than 6 months after commencing service.

Employees approved according to the provisions above will be considered persistent non-responders until there is evidence to the contrary and will be counseled by a licensed practitioner regarding the implications of non-response.

If an employee fails to comply with the applicable schedule above, the Contractor shall replace the employee if so directed by the contracting officer.

Employees who do not show a positive antibody titer after immunization and appear to have a "non-immune" status must report varicella exposure to the TOM. In accordance with CDC Recommendations, such employees may be removed from duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days).

Prior to reporting for service at an MTF, each contract employee shall be screened at contractor expense for risk of exposure to tuberculosis (TB) as part of the Health Examination and Immunization/Screening Requirement. If the employee is determined to have a low risk of exposure, no further screening or testing is required under this

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contract. The initial screening may be waived, at the discretion of the MTF, if the contractor provides evidence of a prior low risk assessment by a licensed physician. If the initial screening results in a determination that the employee has an increased risk of exposure to TB, the contractor is responsible for ensuring that the employee receives targeted screening and testing in accordance with CDC Guidelines for Health-Care Settings and submitting timely records of subsequent screening or testing to the TOM.

BLOOD-BORNE PATHOGEN ORIENTATION PROGRAM: Contractor personnel shall participate in the Command's Blood-borne Pathogen Orientation Program. The employees shall also participate in all required annual training and in periodic training for all procedures that have the potential for occupational exposure to blood-borne pathogens.

MANAGEMENT OF HIV POSITIVE EMPLOYEES: HIV positive employees will be managed in accordance with the current CDC guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. 793) and its implementing regulations (41 CFR Part 60-741).

PREVENTION OF THE TRANSMISSION OF THE HIV VIRUS: Contractor personnel shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the HIV virus.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR Health Analyst Support Services for NHCL

1.0 Purpose.

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received. The QASP ensures that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

2.0 Authority

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the project work statement to be accomplished by the Contracting Officer or his duly authorized representative.

3.0 Scope

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the project work statement. The Quality Assurance Surveillance Plan (QASP) is put in place to provide Government *surveillance* oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and are delivering the results specified in the project work statement. The QASP is not a part of the project work statement nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the project work statement.

4.0 Government Resources

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the project work statement and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the project work statement. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Representative (COR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a project work statement. The source and authority for a COR is the Contracting Officer. COR limitations

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are contained in the written letter of appointment. The COR also will provide detailed technical oversight of the Contractor's performance and reports his or her findings to the Contracting Officer. While the COR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect project work statement, price, terms, or conditions shall be referred to the Contracting Officer for action.

5.0 Methods of QA Surveillance

The below listed methods of surveillance shall be used in the administration of this QASP. The Performance-Based Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the project work statement.

Random Monitoring – Random telephone monitoring shall be conducted if and when deemed necessary to ensure compliance with the terms of the project work statement. The assigned project work statement COR will conduct the random monitoring.

Random Checks/Inspections on Completion of Workload Tasking – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The COR will conduct the random monitoring.

6.0 Identified QA Surveillance Items

The PBSTO items that have been identified for surveillance are identified in the Performance-Based Matrix.

7.0 Documentation

The COR will, in addition to providing documentation to the COR, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this project work statement. The assigned COR shall forward these records to the Contracting Officer at termination or completion of the project.

8.0 Performance Evaluation Meetings

Performance Evaluation Meetings will be held after the first two (2) months of the project work statement and thereafter will be scheduled as often as necessary, at the discretion of the Contracting Officer. These meetings are to be used to resolve minor problems and areas of concern in an effort to avoid disputes and claims. The minutes of these meetings will be recorded by the COR and signed by both the Contractor and Government representatives. The COR will provide a copy of the minutes to the Contractor.

9.0 Performance Standards

- a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract.
- b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract for the required content, quality,

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timeliness, and accuracy.

10.0 Performance Measurement

Performance will be measured in accordance with the following table:

Deliverable or Service Requirement	Measurement/Metric	PERFORMANCE STANDARD	Acceptable Quality Level (AQL)	METHOD OF SURVEILLANCE	Procedures to be taken when performance standards are not met
Performance Work Statement	Services to be provided	Contractor must provide health care analyst services in accordance with the contract	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PWS 7.0	Deliverable	Contractor shall meet with the TOM weekly during the first three months of performance. Thereafter, meetings shall be held as deemed necessary by either the TOM or contractor personnel.	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PWS 4.0	Quality	Contractor shall provide qualified personnel to fill all positions in the clinical areas outlined in the PWS.	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PWS 7.0, 8.0, 9.0, 10.0, 14.0	Performance	Contractor shall perform in compliance with HIPAA regulations, security requirements, and Health and Immunization requirements.	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PWS 6.2	Performance	Contractor shall provide coverage for all shifts required and shall fill vacancies within 7 days notice.	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance
PWS 7.0	Deliverable	Within 30 days of contract award, all contractor employees shall provide all	95%	Government representative to monitor	FAR Clause 52.212-4(a) – Inspection/Acceptance

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		assistance to the TOM to facilitate and complete background investigation			
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11.0 Incentives/Disincentives

The COR makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the COR's annual report, may result in termination of the contract and may also result in the loss of future Government contracts.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

In accordance with inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional fee, to replace or correct work that fails to meet contract requirements. To maximize the profit earned on costs incurred, the contractor is incentivized to ensure that quality products are provided in a timely manner.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

8000	9/28/2014 - 9/27/2015
8001	9/28/2015 - 9/27/2016
8002	9/28/2016 - 9/27/2017
8003	9/28/2017 - 9/27/2018

Location: NAVAL HOSPITAL CAMP LEJEUNE
100 BREWSTER BLVD
CAMP LEJEUNE, NC 28547

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: [REDACTED]

Address: NAVSUP FLC NORFOLK
1968 GILBERT STREET, SUITE 600
NORFOLK, VA 23511

Phone: [REDACTED]

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: [REDACTED]

Address: NAVSUP FLC NORFOLK
1968 GILBERT STREET, SUITE 600
NORFOLK, VA 23511

Phone: [REDACTED]

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

N/A

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: HQ02475. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;

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h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or

i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

TOM Name: [REDACTED]

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A

Address:

Phone:

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A

Address:

Phone:

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;

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- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name: N/A
Address:
Phone:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in

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WAWF, as specified by the contracting officer.

N/A

(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	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2101A
Ship To Code	N68093
Service Approver (DoDAAC)	[REDACTED]
Service Acceptor (DoDAAC)	[REDACTED]
LPO DoDAAC	N68093

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

SEE ABOVE

(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.

SEE ABOVE

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN

(End of clause)

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SLINID PR Number Amount

800001 N6809314RC03062 [REDACTED]
 LLA :
 AA 9740130 1882 000 68908 0 068688 2D C03062 680934BGZD3Q

800002 N6809314RC03061 [REDACTED]
 LLA :
 AB 9740130 1882 000 68908 0 068688 2D C03061 680934BDXA3Q

BASE Funding 158995.20
 Cumulative Funding 158995.20

MOD 01

800001 N6809314RC03062 [REDACTED]
 LLA :
 AA 9740130 1882 000 68908 0 068688 2D C03062 680934BGZD3Q

800002 N6809314RC03061 [REDACTED]
 LLA :
 AB 9740130 1882 000 68908 0 068688 2D C03061 680934BDXA3Q

MOD 01 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 02 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 03

800101 N6809315RC03069 [REDACTED]
 LLA :
 AC 9750130 1882 256 68908 0 068688 2D C03069 680935BDXA3Q
 Standard Number: N6809315RC03069

800102 N6809315RC03070 [REDACTED]
 LLA :
 AD 9750130 1882 256 68908 0 068688 2D C03070 680936BGZD3Q
 Standard Number: N6809315RC03070

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

800201 N6809316RC03058 [REDACTED]
 LLA :
 AE 9760130 1882 256 68908 0 068688 2D C03058 680936BGZD3Q

800202 N6809316RC03057 [REDACTED]
 LLA :
 AF 9760130 1882 256 68908 0 068688 2D C03057 680936BDXA3Q

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 06 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 07

800301 N6809317RC03059 [REDACTED]

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LLA :

AG 9770130 1882 256 68908 0 068688 2D C03059 680937BDXA3Q

Standard Number: N6809317RC03059

800302 N6809317RC03060

LLA :

AH 9770130 1882 256 68908 0 068688 2D C03060 680937BGZD3Q

Standard Number: N6809317RC03060

MOD 07 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 08 Funding 0.00

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Task Order Manager, Ordering Officer or Contracting Officer.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

CLAUSES INCLUDED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES

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 7 DAYS OF CONTRACT EXPIRATION.

52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5years.

252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance

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with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to

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authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR’S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of

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work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication

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System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

*** Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.**

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- (a) Except as specified in paragraph (b) below, no order, statement or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the

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requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: [REDACTED]

Address: NAVSUP FLC NORFOLK
1968 Gilbert Street, Suite 600
Norfolk, VA 23511

Telephone: [REDACTED]

email: [REDACTED]

PROSPECTIVE CONTRACTOR RESPONSIBILITY

In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility.

To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award.

Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s).

In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of non-responsibility.

(End of provision)

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HIPAA

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

Introduction

IAW DOD 6025.18R "Department of Defense Health Information Privacy Regulation" the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and DOD 6025.18R, as amended. Additional requirements will be addressed when implemented.

(a) *Definitions.* As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18R.

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

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Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

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(e) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

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(g) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware of.

(h) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it

(j) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(l) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR

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164.528.

(n) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the Privacy Rule, the Security Rule or DOD 6025.18R if done by the Government .

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR

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164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

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(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in DOD 6025.18R, Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the ``Effect of

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Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning

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SECTION J LIST OF ATTACHMENTS

CDR Form

Physical Exam and Immunization Form