

2. CONTRACT NO.: 75H70520C00004
 3. AWARD/EFFECTIVE DATE: 07/26/2020
 4. ORDER NUMBER:
 5. SOLICITATION NUMBER: 75H70520Q00024
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: JENNIFER RICHARDSON
 a. NAME: JENNIFER RICHARDSON
 b. TELEPHONE NUMBER (No collect calls):
 8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: Indian Health Service
 2225 Boring Court NW
 Bemidji MN 56601
 CODE: 235
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: 561320
 SIZE STANDARD: \$30.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS: IHS NET 15P
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING:
 14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: RED LAKE
 Indian Health Service
 24760 Hospital Drive
 P.O. Box 497
 Red Lake MN 56671-0497
 CODE: IHSREDLAKE
 16. ADMINISTERED BY: Red Lake Comprehensive
 P.O. Box 249
 Red Lake MN 56671
 CODE: 229

17a. CONTRACTOR/OFFEROR: WILLIAMS, WALTER 1544025
 Attn: WALTER E WILLIAMS
 WILLIAMS, WALTER 4240 IRVINE A
 4240 IRVINE AVE NW UNIT 16
 BEMIDJI MN 566014063
 CODE: 1544025
 FACILITY CODE:
 TELEPHONE NO.: 701-7393941
 18a. PAYMENT WILL BE MADE BY: IHSBEMIDJI
 IHSBEMIDJI
 2225 BORING CT NW
 BEMIDJI MN 56601
 CODE: IHSBEMIDJI

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Request for Non-Personal RAD TECH SERVICES for the Red Lake Hospital, Red Lake MN. Delivery: 07/25/2021 Appr. Yr.: 2020 CAN: J46CR02 Object Class: 25230 Period of Performance: 07/26/2020 to 07/25/2021 WEEKEND Rad Tech Services (b) (4) per hour / (b) (4) Est Hrs. TOTAL (b) (4) Obligated Amount: (b) (4) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				(b) (4)

25. ACCOUNTING AND APPROPRIATION DATA: (b) (4)
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$295,565.00

27a. SOLICITATION INCORPORATES BY REFERENCE 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 1 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: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Walter Williams*
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): //Electronically Signed 0830am cst//
 30b. NAME AND TITLE OF SIGNER (Type or print): WALTER WILLIAMS, CEO, WWW TEMPS
 30c. DATE SIGNED: 7-24-20
 31b. NAME OF CONTRACTING OFFICER (Type or print): WILLIAM F. FISHER
 31c. DATE SIGNED: 07/24/2020

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
2	HOLIDAY Rad Tech Services (b) (4) per hr / (b) (4) Est Hrs. TOTAL (b) (4) Obligated Amount: (b) (4)				(b) (4)
3	AS NEEDED/WITHIN 4 HRS Rad Tech Services (b) (4) per hr / (b) (4) Est Hrs. TOTAL (b) (4) Obligated Amount: (b) (4)				(b) (4)
4	FILL IN Rad Tech Services (b) (4) per hr / (b) (4) Est Hrs. TOTAL (b) (4) Obligated Amount: (b) (4)				(b) (4)
The total amount of award: \$295,565.00. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32a. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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B.1 CONTRACT ADMINISTRATION DATA

Contract Administration: All contract administration matters will be handled by the following individuals:

CONTRACTOR NAME AND ADDRESS:

WWW Temps
4240 Irvin Ave NW #16
Bemidji, MN. 56601
Walter Williams
Phone: (701) 739-3941
E-Mail: CEO@wwwtemps.com

Person responsible for Contractor Performance Assessment Reporting System (CPARS), reporting if different from above:

Name: Walter Williams
Title: CEO, WWW Temps
Email: CEO@wwwtemps.com

CONTRACTOR REGISTRATION: All required information must be in the System for Award Management (SAM) at www.beta.sam.gov.

GOVERNMENT:

Jennifer Richardson
Indian Health Service
2225 Boring CT NW.
Bemidji, MN 56601

Jennifer.Richardson@IHS.Gov

NAICS:

The associated North American Industrial Classification System (NAICS) code for this procurement is **561320** with a small business size standard of **\$13.5M**

CONTRACT TYPE: Firm-Fixed Price

B.2 INVOICES: In accordance with the Prompt Payment Act, payment will be due **30 days** after receipt of services or receipt of a proper invoice, whichever is later.

INVOICE INSTRUCTIONS:

Contractor shall provide all invoices to –

Indian Health Service
Attn: Jennifer Richardson
Contract Administrator
2225 Boring CT NW
Bemidji, MN 56601
Jennifer.richardson@ihs.gov and/or BEM_AOInvoices@ihs.gov

At a minimum, a properly prepared invoice shall include:

- 1) Name and address of the Contractor.
- 2) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- 3) IHS Contract No. **75H70520C00004**
- 4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- 5) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- 6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- 7) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- 8) Contractor Taxpayer Identification Number (TIN).
- 9) Contractor Dun & Bradstreet Number (DUNS).

Improperly prepared invoices or statements shall be returned to the contractor and may delay payment.

B.3 PLACE OF PERFORMANCE:

Indian Health Service
Red Lake Health Center
24760 Hospital Drive
Red Lake, MN 56671

B.4 PERIOD OF PERFORMANCE:

Government anticipates a Base + 4 (1 year) options

YEAR	PERIOD OF PERFORMANCE	ANNUAL TOTAL
BASE YEAR	26 JUL 2020 – 25 JUL 2021	\$295,565.00
OPTION YEAR 1	26 JUL 2021 – 25 JUL 2022	\$297,940.00
OPTION YEAR 2	26 JUL 2022 – 25 JUL 2023	\$308,950.00
OPTION YEAR 3	26 JUL 2023 – 25 JUL 2024	\$317,920.00
OPTION YEAR 4	26 JUL 2024 – 25 JUL 2025	\$324,850.00

FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE.

It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) [37.101](#), under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: amount normally prevailing within the local community for the medical specialty concerned.

B.5 PERFORMANCE WORK STATEMENT**Diagnostic Radiologic Technologist Service
Red Lake****A. Purpose of Contract:**

The purpose of this contract is to obtain Registered Radiologic Technologist coverage for weekends, Federal holidays and periods of temporary staffing needs at the Red Lake Hospital. Work is to be performed in the Radiology Department, Emergency Department and Inpatient Department of the Red Lake Hospital. The work consists of obtaining and transmitting x-ray images as ordered by the medical provider. The Technologist is responsible for general radiography, EKG's, related clerical work, general maintenance, and Quality Assurance duties that may be a part of Department Technologist functions.

B. Objective/description of need:

It is the goal of this procurement to obtain general x-ray coverage (services) by a registered Diagnostic Radiologic Technologist(s) for 100% of the weekends and federal holidays. It is also the goal to obtain coverage for 100% of requests for additional coverage, as needed, given a minimum of 4 hours advance notice.

C. Government Furnished Property, Facilities, and Services:

The Hospital shall provide all tools and supplies necessary to provide diagnostic quality radiographs. The Hospital will provide a sleeping room for contractor; since the contractor will be required to be on the hospital grounds at all times during working hours.

D. Contractor Furnished Equipment, Facilities, and Services:

Contractor will be responsible for the management of their own Radiation Safety Program including dosimeter badges, uniforms and meals.

E. Work Schedule:

Weekend coverage's extends from Saturday at 7:00 am until Sunday at 7:00 pm

- a.) Holidays include the 10 federally recognized holidays (24 hour coverage).
- b.) Short term notice fill-in will be "as needed" with a minimum of **(4) four hours** advanced noticed.
- c.) Fill-in hours will be "as needed" with a (4) four hour advanced notice.

B.6 QUALITY ASSURANCE

Quality Assurance

- a.) All Contractor supplied Technologists shall provide evidence of ARRT registration.
- b.) The Contractor supplied Technologists shall be monitored for image/study quality as well as adherence to established policy.
- c.) All Contractor furnished Technologists must adhere to the ALARA (As Low as Reasonably Achievable) Principal.
- d.) Contractor furnished Technologist must complete all Hospital required orientation and have no OIG exclusions.
- e.) Contractor must follow all Hospital and Departmental Policies and Procedures.

B.7 REPORTING REQUIREMENTS

It is the goal of this procurement to obtain general x-ray coverage (services) by a registered Diagnostic Radiologic Technologist(s) for 100% of the weekends and federal holidays. It is also the goal to obtain coverage for 100% of requests for additional coverage, as needed, given a minimum of 4 hours advance notice.

B.8 PROFESSIONAL QUALIFICATIONS**PROFESSIONAL QUALIFICATIONS CRITERIA**

All contractor supplied Technologists must possess current Registration with American Registry of Radiologic Technologist and be Basic Life Support certified, in accordance with the American Red Cross.

B.9 COMPLIANCE**COMPLIANCE WITH IHS RULES AND REGULATIONS**

- All Contractor supplied Technologists shall provide evidence of ARRT registration, vaccination record including annual flu shot, and current driver license.
- All contractors supplied Technologists must possess current Registration with American Registry of Radiologic Technologists and be Basic Life Support certified, in accordance with the American Red Cross.
- The Contractor supplied Technologists shall be monitored for image/study quality as well as adherence to established policy.
- All Contractors furnished Technologists must adhere to the ALARA (As Low as Reasonably Achievable) Principle.
- Contractor must complete all Hospital required orientation and have no OIG exclusions.
- Contractor must follow all Hospital and Departmental Policies and Procedures.
- The contractor supplied Technologist(s) must adhere to all Indian Health Service Rules and Regulations as written in the Indian Health Service Manual, Part 3, Ch. 21.
- All contractors shall follow HIPPA.
- Departmental orientation will be the responsibility of the Contractor.

SPECIAL REQUIREMENTS

- The contract Technologist is required to remain on immediate Hospital premises at all times while on duty.

B.10 DUTIES AND RESPONSIBILITIES

The Contractor shall perform a full range of services in his/her specialty, including the most difficult cases. Services may include but are not limited to the following.

Major duties

- Conducts all general imaging exams such as chest, head, abdominal, spine, upper extremities, and lower extremities.
- Independently performs standard examinations. Evaluates the nature of critical and emergency procedures, and rearranges patients scheduled to accommodate them. Maintains records and image files of patients examined. Cross-indexes interesting cases for teaching purposes.

- Utilizes a fixed Radiography and Portable Radiography unit.
- Conducts EKG exams.
- Uses the ALARA principle in 100% of imaging.
- Performs Quality Control on radiography units. Troubleshoots malfunctions and makes simple repairs or identifies need for external service.
- Is familiar with and follows all written procedures and policies including radiology technical procedures, radiation safety, and infection control.
- Participates in radiology proficiency testing.
- Participates in the radiology quality assurance program and the clinic's continuous quality improvement program as necessary.
- Completes and file radiology reports.
- Assists in keeping radiology area neat and orderly.
- Shall be knowledgeable and perform services using infection control practices in accordance with accreditation standards, IHS policy and procedures, and other regulating agencies and laws.
- Shall use personal protective equipment to protect patient and personnel from exposure to infectious disease as appropriate.
- Professional knowledge of medical terminology concepts, principles, and practices derived through formal education.
- Skill in interpreting and evaluating the results of test/examinations in process and upon completion in order to recognize anticipated reactions and departures from the norm. Repeats tests/examinations if results provide improper or imprecise outcomes and reports recurring abnormalities and deviations to the supervisor.
- Knowledge and ability necessary to provide care appropriate to the age of the patients served.
- Ability to identify, categorize, and perform radiology services to address each patient's age-specific needs (pediatric, adolescent, adult, and geriatric)
- Provides services in a professional and respectful manner when dealing with patients and colleagues.
- Must be certified through ARRT
- Must have current CPR certification.
- Other related duties as assigned.

B.11 SCHEDULE OF PRICE /COSTS

The Red Lake IHS Hospital estimates 6,500 general X-ray during the first year of the contract. With each subsequent year the Hospital estimates the number of examinations will increase by two (2) percent. Actual numbers may be more or less than the estimate.

1. BASE YEAR PRICING: 26 Jul 2020 through 25 Jul 2021

Item No.	Type Of Service	Unit Of Issue	Est Qty	Unit Price	Total Amount
0001	Radiological Technician – Weekend	Hr.	(b) (4)	(4)	
0002	Radiological Technician – Holiday's	Hr.			
0003	Radiological Technician – As Needed	Hr.			
0004	Radiological Technician – Fill In	Hr.			
Base Year - Grand Total					\$295,565.00

2. OPTION YEAR I: 26 Jul 2021 through 25 Jul 2022

Item No.	Type Of Service	Unit Of Issue	Est Qty	Unit Price	Total Amount
0005	Radiological Technician – Weekend	Hr.	(b) (4)	(4)	
0006	Radiological Technician – Holiday's	Hr.			
0007	Radiological Technician – As Needed	Hr.			
0008	Radiological Technician – Fill In	Hr.			
Option Year 1 - Grand Total					(b) (4)

3. OPTION YEAR II: 26 Jul 2022 through 25 Jul 2023

Item No.	Type Of Service	Unit Of Issue	Est Qty	Unit Price	Total Amount
0009	Radiological Technician – Weekend	Hr.	(b) (4)	(4)	
0010	Radiological Technician – Holiday's	Hr.			
0011	Radiological Technician – As Needed	Hr.			
0012	Radiological Technician – Fill In	Hr.			
Option Year 2 - Grand Total					(b) (4)

4. OPTION YEAR III: 26 Jul 2023 through 25 Jul 2024

Item No.	Type Of Service	Unit Of Issue	Est Qty	Unit Price	Total Amount
0013	Radiological Technician – Weekend	Hr.	(b) (4)	(4)	
0014	Radiological Technician – Holiday's	Hr.			
0015	Radiological Technician – As Needed	Hr.			
0016	Radiological Technician – Fill In	Hr.			
Option Year 3 - Grand Total					(b) (4)

5. OPTION YEAR IV: 26 Jul 2024 through 25 Jul 2025

Item No.	Type Of Service	Unit Of Issue	Est Qty	Unit Price	Total Amount
0017	Radiological Technician – Weekend	Hr.	(b) (4)		

0018	Radiological Technician – Holiday’s	Hr.	(b) (4)
0019	Radiological Technician – As Needed	Hr.	
0020	Radiological Technician – Fill In	Hr.	
Option Year 4 - Grand Total			(b) (4)

TOTAL AMOUNT FOR ALL OPTIONS: \$1,545,225.00

B.12 ADMINISTRATIVE DATA:

Method of Payment:

- a) The IHS Bemidji Division of Finance is designated for payment processing. Payment shall be made by electronic funds transfer (EFT). Payment shall be made in arrears.
- b) The Contractor’s rate identified for services described herein is considered as an all-inclusive rate. All-inclusive is defined to include but is not limited to services, travel, lodging, liability insurance, fringe benefits, federal, state and local taxes, and all other costs pertinent to the performance of this contract.
- c) Contracting Officer Representative (COR) - The COR will be appointed in writing by the CO after the contract is awarded. The CO will provide a copy of this designation and COR contact information to the Contractor.

The role of program and technical personnel in monitoring the contract is to assist and advise the Contracting Officer, and act as the COR when so designated by the Contracting Officer. The COR does not have the authority to change or alter the order amount, terms and conditions.

COR activities include—

1. Providing technical monitoring during contract performance and advising the Contracting Officer relating to delivery, acceptance, or rejection of deliverables in accordance with the terms of the contract;
2. Assessing contractor performance;
3. Recommending necessary changes to the schedule of work and period of performance to accomplish the objectives of the contract (The COR shall provide the Contracting Officer a written request along with an appropriate justification and a funding document, if additional funds are needed.)
4. Reviewing invoices/vouchers and recommending approval/disapproval by the Contracting Officer, including providing comments regarding anything unusual discovered in the review;
5. Reviewing and recommending approval or disapproval of technical submissions, subcontractors, overtime, travel, and key personnel changes;
6. Assisting the Contractor in the resolution of technical problems encountered during performance; and
7. Participating, as necessary, in various phases of the contract closeout process;
8. Provide receiving authorization within two days of services/items received or invoiced

POINT OF CONTACT: IHS/COR: JAMIE OLSEN, Radiology Supervisor
(218) 679-0261
EMAIL: Jamie.olsen@ihs.gov

FEDERAL ACQUISITION REGULATIONS

C.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE. 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 address:

www.acquisition.gov

52.202-1	Definitions
52.203-3	Gratuities
52.204-9	Personal Identity Verification of Contractor Personnel
52.212-4	Contract Terms and Conditions – Commercial Items
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.216-24	Limitation of Government Liability
52.228-5	Insurance – Work on a Government Installation
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year

C.2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#))
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved]

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C.657a](#)

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#))

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([15 U.S.C.644](#)).

___ (ii) Alternate I (MAR 2020).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-7](#).

___ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (NOV 2016) of [52.219-9](#).

- ___ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

- (35) (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).
- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- ___ (ii) Alternate I (MAY 2014) of [52.225-3](#).
- ___ (iii) Alternate II (MAY 2014) of [52.225-3](#).
- ___ (iv) Alternate III (MAY 2014) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C.3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (APR 2003) of [52.247-64](#).
- ___ (iii) Alternate II (FEB 2006) of [52.247-64](#)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#))

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

 (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).

 (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

 (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
- (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C.3 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the award amount in dollars.

C.4 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 **30 days**.
(End of clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a)The Government may extend the term of this contract by written notice to the Contractor within **30 Days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 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 **60 Months**.

(End of clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.

Funds are not presently available for performance under this contract beyond **07/25/2021**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **07/25/21**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

C.7 HEALTH & HUMAN SERVICES ACQUISITION REGULATION (HHSAR)

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 address: <https://www.acquisition.gov/hhsar>

352.201-70 Paperwork reduction Act
352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigation
352.223-70 Safety and Health
352.224-70 Privacy Act
352.227-70 Publications and Publicity
352.231-71 Pricing of Adjustments
352.237-70 Pro-Children Act
352.231-71 Crime Control Act-Reporting of Child Abuse
352.237-72 Crime and Control Act – Requirement for Background Check
352.239-71 Standard for Encryption Language
352.239-72 Security Requirements for Federal Information Technology Resources
352.242-71 Tobacco-free Facilities

C.8 Health Insurance Portability and Accountability Act of 1996: Contractor must comply with the Health Insurance Portability and Accountability Act of 1996.

C.9 Indian Child Protection and Family Violence Prevention Act: No performance under this contract will be allowed without full compliance with Indian Child Protection and Family Violence Protection Act, Public Law 101-630 and Indian Health Service memo dated February 3, 1997,

Investigation on Child Care Workers. Contractor shall ensure that proposed providers cooperate with and assist the government in the conduction of any necessary background checks.

C.10 352.237-75, Key Personnel

The key personnel specified in this contract are considered to be essential to work performance. At least **30 days prior** to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with **less than thirty days notice**, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

**Walter Williams
Casandra Hadrava
Josiah Hoefler
Angela Bjercknes**

(End of clause)

D.1 APPLICABLE DOCUMENTS:

- Federal Acquisition Regulations (FAR): www.acquisition.gov
- Health and Human Services Acquisition Regulation (HHSAR) <https://www.acquisition.gov/hhsar/>
- Health Insurance Portability and Accountability Act (HIPAA) of 1996 <https://www.ihs.gov/HIPAA/>
- Privacy Act of 1974: <https://www.ihs.gov/PrivacyAct/>
- IHS IT Security Directives: <https://www.ihs.gov/ISSA/>
- Indian Health Service (IHS) Location Map: <https://www.ihs.gov/locations/>
- Indian Health Service Manual <https://www.ihs.gov/aboutihs/indianhealthmanual/>
- Business Associates Agreement

D.2 DEFINITIONS

Acceptance: the act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing supplies tendered, or approves specific services rendered as partial or complete performance of the contract

Approval: Acknowledgement by the designated Government employee that submittals, deliverables, or administrative documents conform to the contractual requirements.

Area: defined geographical region for IHS administrative purposes. Area Offices may administer several service units

Contract Health Service: means health services provided at the expense of the Indian Health Service from public or private medical or hospital facilities other than those of Indian Health Service.

Clinical Medical Director (CMD): Chief Medical Officer in each service unit, responsible for supervision of all medical staff

Chief Executive Officer (CEO): Director of an IHS "Service Unit Area" designated for purposes of administration of Indian Health Service Programs.

Contracting Officer (CO): serves as an agent of the Government whose acts are binding on the principal to the extent that these acts are within the authority given to the Contracting Officer. Also, means a person with the authority

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by [31 U.S.C.6301](#)

Contractor:

Contracting Officer Representative (COR): an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Cultural Awareness: realization and respect for American Indian and Alaskan Native practices

Family Practice Physician (FFP): medical specialty devoted to comprehensive health care for all people of all ages

Physician: means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery at an Indian Health Service Facility, or by the state in which he or she practices.

Service Unit: The Bemidji Area is comprised of three regional areas referred to as service units. Service units are located across north central Minnesota. The facilities range from small ambulatory care clinics (health centers) to full service hospitals. The facilities are located on Indian reservations.

Quality Control Plan (QCP): Contracts for commercial items generally rely on contractors' existing quality assurance system.

Quality Assurance Control Plan (QASP): Defines the Government responsibility to ensure that the contractor has performed in accordance with the Performance Work Statement (PWS).

Non Personal Health Care Services (FAR 37) as defined by FAR, the contractor will perform independently and not as an agent of the Government. Not intended to create an employer-employee relationship between contracted personnel and

the Government. The Government may evaluate the quality on professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g. professional judgements, diagnosis for specific medical treatment); The contractor hereby agrees to indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance. The contractor shall maintain medical liability insurance.

D.3 BACKGROUND INVESTIGATION

This position is covered by the provisions of P.L. 101-630, the Indian Child Protection and family Violence Act. Contract provider shall be subjected to and must pass a background investigation into include finger printing prior to commencement of work. The investigation at a minimum shall entail both a national criminal history finger print search performed by the FBI and an investigation of conduct in following areas; residence, employment, education references.

Contractor is responsible for obtaining finger prints and submitting to IHS upon notice of award. If finger printing is done outside an Indian Health Service Facility (e.g. local Police Department), the contractor is responsible for all associated costs in obtaining and submitting acceptable finger prints to IHS. Repeat finger printing and distribution efforts shall be at the expense of the contractor.

D.4 SECURITY NOTICE

HHS-Controlled Facilities and Information Systems Security

- (a) To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) Logical access to an HHS-Controlled information System; (3) access to HHS data or information, whether in an HHS controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
- (b) To gain routine physical access to an HHS facility, logical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor employee shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget memorandum (M-05-24); Federal Information Processing Standards Publications (FIPS PUB) Number 201; and with the personal identity verification and investigation procedures contained in the following documents:
 - (1) HHS Information Security Program Policy
 - (2) HHS Office of Security and Drug Testing, Personnel Security/Suitability Handbook, dated February 1, 2005
 - (3) HHS HSPD-12 Policy Document, v.2.0
- (c) This contract will entail the following position sensitivity level(s): **“SENSITIVE”**
- (d) The personnel investigation procedures for Contractor personnel require the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with the fingerprinting. More restricted positions – i.e., those above non-sensitive, require more extensive documentation and investigation. The Contractor shall notify the Contracting Officer in advance when and new personnel, who are subject to a background check/investigation, will

- (e) work under the contract and if they have properly been the subject of national agency checks or background investigations.
- (f) Investigations are expensive and may delay performance, regardless of the outcome of the investigations. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with FAR clause, Excusable Delays, 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
- (g) Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officers discretion, justify reduction (s) in the contract price of no more than the cost of the additional investigation(s).
- (h) The Contractor shall include language similar to this “HHS-Controlled Facilities and Information Systems Security” language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
- (i) The Contractor shall direct inquires, including requests for forms and assistance, to the Contracting Officer or designee.
- (j) Within 7 calendar days after the Governments final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

| Wage Determination No.: 2015-4955
 Daniel W. Simms Division of | Revision No.: 13
 Director Wage Determinations | Date Of Last Revision: 05/12/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Minnesota

Area: Minnesota Counties of Becker Beltrami Cass Clearwater Crow Wing
 Hubbard Kittson Lake of The Woo Mahnomen Marshall Norman Otter Tail
 Pennington Red Lake Roseau Wadena Wilkin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE FOOTNOTE	RATE
12000 - Health Occupations	
12010 - Ambulance Driver	\$18.68
12011 - Breath Alcohol Technician	\$19.14
12012 - Certified Occupational Therapist Assistant	\$22.36
12015 - Certified Physical Therapist Assistant	\$26.36
12020 - Dental Assistant	\$20.60
12025 - Dental Hygienist 38.8712030 - EKG Technician	\$29.01
12035 - Electroneurodiagnostic Technologist	\$29.01
12040 - Emergency Medical Technician	\$18.68
12071 - Licensed Practical Nurse I	\$17.11
12072 - Licensed Practical Nurse II	\$19.14
12073 - Licensed Practical Nurse III	\$21.34
12100 - Medical Assistant	\$18.92
12130 - Medical Laboratory Technician	\$26.27
12160 - Medical Record Clerk	\$19.41
12190 - Medical Record Technician	\$21.72
12195 - Medical Transcriptionist	\$21.74
12210 - Nuclear Medicine Technologist	\$42.06
12221 - Nursing Assistant I	\$10.95
12222 - Nursing Assistant II	\$12.31
12223 - Nursing Assistant III	\$13.43
12224 - Nursing Assistant IV	\$15.08
12235 - Optical Dispenser	\$19.03
12236 - Optical Technician	\$17.11
12250 - Pharmacy Technician	\$17.06

12280 - Phlebotomist	\$14.69
12305 - Radiologic Technologist	\$29.88
12311 - Registered Nurse I	\$25.14
12312 - Registered Nurse II	\$29.52
12313 - Registered Nurse II Specialist	\$29.52
12314 - Registered Nurse III	\$35.72
12315 - Registered Nurse III Anesthetist	\$35.72
12316 - Registered Nurse IV	\$42.81
12317 - Scheduler (Drug and Alcohol Testing)	\$23.71
12320 - Substance Abuse Treatment Counselor	\$23.19

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCACovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

I. Authority:

Pursuant to 45 C.F.R. § 164.502(e), the Indian Health Service (IHS), as a covered entity, is required to enter into an agreement with a “business associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with the IHS. By signing Contract No. 75H70520C00004, WWW TEMPS, agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Appendix comprises the Business Associate Agreement (Agreement).

II. Definitions:

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

- A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean WWW TEMPS.
- B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the IHS.
- C. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- D. Master Patient Index (MPI). The “Master Patient Index” or “MPI” is composed of a unique list of patients and a current list of medical centers where each patient has been seen. This enables the sharing of patient data between operationally and regionally diverse systems. Each record (or index entry) on the MPI contains a small amount of patient data used to identify individual entries.

The mission of the MPI is to uniquely identify a patient and to “link” that patient’s data throughout the IHS facilities using the Integration Control Number (ICN). The MPI is the authoritative source of a patient’s ICN, the enterprise-wide identifier for IHS facilities and the key to accessing a patient’s record. The accuracy of patient information and patient identification directly affects clinical, administrative, billing, and interdepartmental processes.

III. Obligations and Activities of Business Associate:

- A. Compliance:** Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.
- B. Subcontractors:** In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.
- C. Safeguarding PHI:** Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- D. Safeguarding Electronic PHI:** Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.
- E. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law:** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law within thirty (30) days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.
- F. Reporting of Breach:** In accordance with the policy of the Department of Health and Human Services, Business Associate will report, within one hour of discovery, all suspected or confirmed breaches to Covered Entity.

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

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

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

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

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

forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.

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

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

IV. Permitted Uses and Disclosures by Business Associate:

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

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

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

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

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

- E. It is anticipated that Business Associate will have access to the MPI.
- F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - 1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. Obligations of Covered Entity:

- A. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.
- B. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- C. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- D. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- E. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.

VI. Termination:

- A. **Term:** The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends

or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

B. Termination for Cause: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.

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

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

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

VII. Indemnification:

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

VIII. Miscellaneous:

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

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

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

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

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

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

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