

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 25	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 75H70523R00002		6. SOLICITATION ISSUE DATE 12/22/2022
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JENNIFER RICHARDSON			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 01/20/2023 1500 CT
9. ISSUED BY Indian Health Service 2225 Cooperative Ct NW, Rm 200 Bemidji MN 56601				CODE 235 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 621512 SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO TELEPHONE NO.		CODE		16. ADMINISTERED BY Indian Health Service 40520 County Hwy 34 Ogema MN 56569			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE 228	
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 02/01/2023 to 01/31/2024						
	(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 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				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				WILLIAM F. FISHER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

SECTION A

A.1 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

SECTION B - CONTINUATION BLOCK

- B.1 CONTRACT ADMINISTRATION DATA
- B.2 INVOICES
- B.3 PLACE OF PERFORMANCE
- B.4 PERIOD OF PERFORMANCE
- B.5 SCHEDULE OF PRICE/COST
- B.6 METHOD OF PAYMENT
- B.7 CONTRACTING OFFICER REPRESENTATIVE (COR)
- B.8 PERFORMANCE WORK STATEMENT

SECTION C - CONTRACT CLAUSES

- C.1 FEDERAL ACQUISITION REGULATIONS PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE
- C.2 FEDERAL ACQUISITION REGULATIONS FULL TEXT PROVISIONS AND CLAUSES
- C.3 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES
- C.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- D.1 APPLICABLE DOCUMENTS
- D.2 DEFINITIONS
- D.3 BACKGROUND INVESTIGATION
- D.4 SECURITY NOTICE
- D.5 BUSINESS ASSOCIATE AGREEMENT
- D.6 IEE CERTIFICATION

SECTION E – SOLICITATION PROVISIONS

- E.1 52.212-1 INSTRUCTIONS TO OFFERS by reference
- E.2 52.212-2 EVALUATION – COMMERCIAL ITEMS
- E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS by reference

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 CONTRACT ADMINISTRATION DATA**

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

CONTRACTOR NAME AND ADDRESS:

SAM Number (UEI): _____

DUNS: _____

Cage: _____

Name: _____

Phone: _____

E-Mail: _____

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

Name: _____

Title: _____

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

GOVERNMENT:

Jennifer Richardson
Indian Health Service
2225 Cooperative Ct NW, Rm 202
Bemidji, MN 56601

Jennifer.Richardson@IHS.Gov
218-444-0537

NAICS:

The associated North American Industrial Classification System (NAICS) code for this procurement is 621512 Diagnostics Imaging Centers with a small business size standard of \$16.5M.

PSC: Q301 Medical

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 email all invoices to: BEM_AOInvoices@ihs.gov & Jacqueline.zortman@ihs.gov

At a minimum, a properly prepared invoice shall include:

1. Name and address of Contractor
2. Invoice date and invoice number
3. IHS Contract Number:
4. Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms
6. Name and address of Contractor official to whom payment is sent (must be the same as that in the contract or in a proper notice of assignment).
7. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Contractor Taxpayer Identification (TIN)
9. SAM UEI:

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

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

B.3 PLACE OF PERFORMANCE:

**WHITE EARTH HEALTH CENTER
40520 COUNTY HIGHWAY 34
OGEMA, MN 56569**

**NAYTAHWAUSH HEALTH CENTER
238 CHURCH STREET
NAYTAHWAUSH, MN 56566**

B.4 PERIOD OF PERFORMANCE: BASE PLUS (4) OPTION YEAR

BASE YEAR: 02/01/2023 – 01/31/2024
OPTION YEAR 1: 02/01/2024 – 01/31/2025
OPTION YEAR 2: 02/01/2025 – 01/31/2026
OPTION YEAR 3: 02/01/2026 – 01/31/2027
OPTION YEAR 4: 02/01/2027 – 01/31/2028

B.5 SCHEDULE OF PRICE /COSTS: See BID SCHEDULE (ATTACHMENT 1)

Base Year: \$ _____
Option Year 1: \$ _____
Option Year 2: \$ _____
Option Year 3: \$ _____
Option Year 4: \$ _____

CUMMULATIVE TOTAL: \$ _____

B.6 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.

B.7 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:

Jackie Zortman

Jacqueline.Zortman@ihs.gov

B.8 PWS

PERFORAMNCE WORK STATEMENT

Computed Tomography (CT) and Magnetic Resonance (MR)

Mobile Services

White Earth Health Center and Naytahwaush Clinic

I. Purpose of Contract

- a. The contractor shall provide qualified CT and MRI technologist(s) to perform a range of imaging scans. Technologist(s) must be registered and in good-standing with ARRT. The studies shall be performed within the contractor's mobile unit on government property at White Earth Health Center and Naytahwaush Clinic (hereafter collectively "WEHC") utilizing contractor equipment and supplies.
- b. WESU requires that imaging services continue without interruption during the term of this contract.
- c. This is a non-personal services contract.

Site Locations:

White Earth Health Center
40520 County Hwy 34
Ogema, MN 56569
Phone: 800-477-0125

IHS, Naytahwaush Clinic
2471 310th Avenue
Mahnomen, MN 56557
Phone: 218-935-2238

II. Hours of Operation and Scheduling

- a. Clinic hours are Monday through Friday 8:00 am to 4:30 pm. CT and MRI services to be provided one day per facility per week.
- b. Days of services shall be exclusive of federally recognized holidays, in which case scheduling of an alternate day will be accommodated. Federal government-observed holidays are listed at the end of this SOW.
- c. Scheduling shall be mutually agreed upon by the radiology supervisor and the contractor.

III. Government Shall

- a. Provide linens and gowns.
- b. Provide parking for technologist's personal vehicle during shift.
- c. Provide power to run the equipment.
- d. Provide data lines and ensure connectivity for transmission of studies to PACS and tele-radiology services portal.
- e. Coordinate exam interpretations by a board certified radiologist.
- f. Provide patient exam schedule the day prior to services. Also to provide required clerical/registration services, make appointments, relay prep instructions and make phone calls to remind patients of their scheduled appointment.
- g. Maintain safe walk-area for technologist and patients; shovel, salt and keep area clear of trip hazards.
- h. The service unit will handle all third party billing. No other charges shall be made to the patient or the patients' third party coverage.

IV. Contractor Shall

- a. Provide qualified, professional CT and MRI technologist(s), who hold current registry with ARRT.
- b. Provide necessary equipment to perform quality diagnostic imaging exams, site assistance and set-up of equipment and software.
- c. Provide MRI-safe wheelchair, emergency crash cart and crash cart supplies, gloves, room disinfectant and disinfectant wipes.
- d. Provide MRI mobile unit with minimum 1.5 Tesla strength, minimum 60 cm bore; minimum 550 lb table weight limit in both vertical and horizontal movement.
- e. Provide CT mobile unit minimum 64 slice; minimum 350 lb table weight limit.
- f. Supply adequate uninterruptable power supply (UPS) for equipment.
- g.

- h. Supply all tech-sheet paperwork as well as safety data sheets on required supplies.
- i. Be responsible for cost of maintenance and operation of equipment, as well as equipment quality assurance. Maintain the unit's physical structure and all equipment, to include equipment maintenance log and have it available at any time upon request.
- j. Conduct routine and preventative maintenance on all equipment in accordance with the manufacturer's recommended schedule and software updates.
- k. Maintain software application support through manufacturer.
- l. Maintain liability insurance for acts of liability performed by their technologist(s) and/or their equipment.
- m. Make available, upon request by WEHC, technologist's skills and competency documentation and certification/credentials.
- n. Maintain a 95% uptime of the system. There will be no additional charge for time spent at the site during, or after the normal hours of coverage awaiting the arrival of additional FSE and/or delivery of parts. Charges will be a per exam fee; supplies used will be included in exam fees.
- o. Have adequate staff, units and equipment to provide the required services. In any event of the technologist's absence or equipment failure, it shall be the responsibility of the contractor to provide alternate service dates. Contractor shall notify WEHC a minimum of 24 hours prior to the absence. The failure of the contractor to provide such capability may be grounds for termination for default clause of the contract.
- p. The contractor shall perform the work described in this contract independent of government supervision.
- q. Have steps and a ramp for patients to access on-site services. The ramp and steps must be secured to the mobile unit and provide adequate safety for patients entering the unit.
- r. Have both audible and visual alarms located in the mobile scan room. The audible alarm shall be capable of being heard clearly in the scan room and also in the operator control room. The contractor shall provide a safety system and emergency shutdown, visual and audible alarms, heat sensor shutoff for room temperature problems. The system shall also include warning devices for temperature limits, and scan-in-progress.
- s. Include the following components and systems: pulse oximeter, oxygen delivery system, wheelchair, emergency crash cart and crash cart supplies, patient monitor and video camera, patient intercom system, lead shields and positioning sponges.
- t. Furnish and install smoke detectors throughout the mobile unit. The number of smoke detectors shall be sufficient to ensure coverage of the total area encompassed by all functional areas of the mobile facility. The mobile unit shall contain battery powered lights (or equivalent) throughout all functional areas within the mobile unit. The lights shall be capable of being automatically activated upon loss of electrical power to the mobile unit.
- u. Remove mobile unit from the government property when it is not in use.
- v.

V. Performance Conditions, Technologist(s) Shall

- a. Be responsible for submitting images into the WEHC PACS system and tele-radiologists portal.
- b. Be responsible for maintaining patient confidentiality and adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- c. Provide education for the medical staff as needed. The education shall be geared toward educating medical staff and radiology staff on the risks and benefits of CT and MRI, appropriate ordering of exams and pre-exam laboratory testing and preparation.
- d. Perform a full range of CT studies including:
 - Head, facial, sinuses
 - Spine (cervical, thoracic and lumbar)
 - Musculoskeletal/extremities
 - Chest, abdomen, pelvis
 - IV contrast and non-contrast studies; oral contrast studies
 - Low dose lung studies
 - Renal and urogram studies
- e. Perform a full range of MRI studies including:
 - Head, facial, orbits
 - Spine (cervical, thoracic and lumbar)
 - Musculoskeletal (knee, ankle, feet, shoulder, elbow, and wrist)
 - Abdomen (liver, gallbladder, pancreas and kidneys)
- f. Adhere to all Indian Health Service rules and regulations. All technologist(s) will be properly credentialed, have passed proper security background examination, provide all immunizations, and complete mandatory facility-wide trainings prior to providing services at WEHC.
- g. Individuals providing services under contract, which involves regular contact with Indian children, are subject to a character investigation in accordance with the “Indian Child Protection and Family Violence Prevention Act” P.L. 101-630. The Indian Health Service Personnel Office will conduct these investigations following an award of a contract unless judgment of the Contracting Officer, in consultation with the Personnel Officer, investigation may be waived based on prior investigations on file. Until a character investigation has been completed and the Contracting Officer notified, such individuals shall not have unsupervised contact with Indian children. The Contracting Officer has the authority to waive the Character Investigation of a contractor. The “Agreement to a Temporary Waiver of Character Investigation” authorizes an agency to hire a contractor prior to the completion of a background check, provided that at all times the contractor is within sight and under the supervision of a government employee who has successfully completed the National Agency Check with written inquiries.
- h. The Joint Commission standards must be considered and adhered to at all time in order to be compliant. Joint Commission/Other accrediting bodies will be considered. Certification required.
- i. Federal background check is required for all technologists who will perform mobile services. Federal mandated trainings are also required.

VI. Review and Inspection

- a. Professional surveillance of services under this contract will be provided by the designated contracting officer's representative (COR).
- b. Medical record information generated in the performance of this contract shall remain the property of and subject to the exclusive control of WEHC.
- c. The WEHC chief medical officer, radiology service representatives and the area contracting officer shall have the right to review and inspect the contractor's operations prior to award of contract to determine contractor's capability to provide services required
- d. In preparation of proposal, contractor may review the contracting WEHC radiology department upon not less than three working days prior to telephone request at the respective service unit.

FEDERAL GOVERNMENT-OBSERVED HOLIDAYS

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day/Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Christmas Day

FEDERAL ACQUISITION REGULATIONS

52.252-2 Clauses Incorporated by Reference. This contract incorporates one or more clauses by reference, with 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.

52.204-19 Incorporation by Reference of Representations and Certifications.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

52.225-13 Restrictions on Certain Foreign Purchases.

52.232-39 Unenforceability of Unauthorized Obligations.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

52.233-3 Protest after Award.

52.233-4 Applicable Law for Breach of Contract Claim.

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (MAY 2022)

Mobile CT & MRI Services at WEHC

(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 ~~p r~~ ovided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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. 3805 note](#))).

(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:

— (1) [52.203-6](#), Alternate 1 (Nov 2021) Restrictions on Subcontractor Sales to the Government ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([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. (NOV 2021) ([31 U.S.C. 6101 note](#)).

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

— (10) [Reserved].

— (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

— (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

— (13) [Reserved]

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

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

X (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 (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

— (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

X (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).

— (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

— (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).

X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

— (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([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 (SEP 2021) ([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 (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

— (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (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).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

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).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

Mobile CT & MRI Services at WEHC

- (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (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).
- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([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).
- X (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 (Jun2016) (E.O. 13693).
- X (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([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).
- (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 (FEB 2021) (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 (Nov2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021)
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([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 (OCT2018) ([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 (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

(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](#)).
- (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](#)).
- X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 products or commercial services. 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 (NOV 2021) ([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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 (NOV 2021) ([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 (May2014) ([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 (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 (NOV 2021) ([46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of
clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of

Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

FAR DEVIATION CLAUSE 52.223-99 ENSURING ADEQUATE COVID SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)

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

Funds are not presently available for performance under this contract beyond **TBD**. 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 9/30/2019, 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.

52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises

(a) Definitions. As used in this clause:

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C.1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C.1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.

Indian-owned economic enterprise means any Indian -owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C.1452(c).

Interested party means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian -owned economic enterprises (25 U.S.C.1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

52.233-2 Service of Protest.

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: *Bemidji Area Office, 2225 Cooperative Ct NW, Bemidji, MN. 56601*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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:

<http://www.hhs.gov/policies/hhsar/subpart301-1.html>

- 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations.
- 352.224-70 Privacy Act.
- 352.226-1 Indian Preference.
- 352.226-2 Indian Preference Program.
- 352.237-70 Pro-Children Act.
- 352.237-74 Non-Discrimination in Service Delivery.

352.232-71 Electronic Submission of Payment Requests (Feb 2022)

(a) Definitions. As used in this clause—

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 APPLICABLE DOCUMENTS:

- Federal Acquisition Regulations (FAR): <http://www.acquisition.gov/far>
- Health And Human Services Acquisition Regulation (HHSAR) <http://www.hhs.gov/regulations/hhsar/subpart301-1.html>
- Health Insurance Portability and Accountability Act (HIPAA) of 1996. <http://www.ihs.gov/hipaa/>
- Privacy Act of 1974. <http://www.ihs.gov/PrivacyAct/documents/privacy-act-1974.pdf>
- Public Law 107-347, The E-Government Act of 2002, Title III—Information Security, cited as the Federal Information Security Management Act of 2002 (FISMA), December 17, 2002. <http://csrc.nist.gov/groups/SMA/fisma/>
- IHS IT Security Directives: <http://www.hhs.gov/ocio/securityprivacy/index.html>
- Indian Health Service (IHS) Location map: http://www.ihs.gov/bemidji/index.cfm?module=bmj_health_fac
- Indian Health Service OIT Division of Information Security Federal Regulations and Guidelines for Information Security: https://home.ihs.gov/security/index.cfm?module=dsp_dis_sec_laws
- Clinger-Cohen Act of 1996: <https://www.fismacenter.com/Clinger%20Cohen.pdf>

- Office of Management and Budget (OMB) Regulations and Circulars not limited to Circular A-130:
<https://www.whitehouse.gov/omb> and OMB-07-16 : <https://www.cippguide.org/2010/05/04/omb-memorandum-07-16-safeguarding-against-and-responding-to-the-breach-of-personally-identifiable-information/>
- Paperwork Reduction Act: <https://www.gpo.gov/fdsys/pkg/PLAW-104publ13/html/PLAW-104publ13.htm>
- Children's Online Privacy Protection Act (COPPA): <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- **BUSINESS ASSOCIATES AGREEMENT**
- White Earth Health Center departmental policies and procedures (available upon request)
- [Attachment 1 Business Associates Agreement \(Fill-in\)](#)

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 (Refer FAR 52.212-4 (a)),

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

Area: A 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 to enter into, administer, and/or terminate contracts and make related determinations and findings

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services

CSP (Cloud Service Provider) requirement that the CSP needs to be FEDRAMP authorized once federal data is placed in the system

Contractor: The seller awarded a contract and shall provide supplies and/or services to the government.

Cultural Awareness: Realization and respect for American Indian and Alaska Native practices.

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

Purchase Delivery Order: means an order for services placed against an established contract or with government sources.

Federal Acquisition Regulations (FAR): is established for the codification and publication of uniform policies and procedures for acquisition by all executive agencies

FedRAMP : Government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud-based services.

Fiscal Intermediary: Contractor whom processes payments for all appropriate invoicing for the IHS CHS, address; IHS CHS Fiscal Intermediary. P. O. Box 13509, Albuquerque, NM 87192-3509

Health Center: An outpatient facility with a full range of ambulatory services, including primary care providers, nursing, laboratory, pharmacy, and x-ray, which are available 40 or more hours a week.

Hospital: a hospital with a full range of ambulatory services, including primary care providers, nursing, laboratory, pharmacy, and x-ray

Past Performance Information: The Government shall use a performance evaluation system to be utilized in documenting contracting performance.

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.

Contract Officer Representative (COR): Contracting Officer's Representative (COR). The CO authorizes the COR to perform functions in administering the technical aspects of the contract. This includes but not limited to: correspondence directly with the Contractor with copies to the CO; hold conferences; approve all technical data submitted by the contractor; and provide technical monitoring during contract performance. The COR has no authority to change or modify the contract.

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 Surveillance Plan: defines the government responsibility to ensure that the contractor has performed in accordance with the Performance Work Statement (PWS) standards

Nonpersonal Health Care Services (FAR Subpart 37) as defined in the Federal Acquisition Regulations.

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 to include fingerprinting prior to commencement of work. The investigation at a minimum shall entail both a national criminal history fingerprint search performed by the FBI and an investigation of conduct in following areas; residence, employment, education, references.

Contractor is responsible for obtaining fingerprints and submitting to IHS upon notice of award. If fingerprinting 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 fingerprints to IHS. Repeat fingerprinting and distribution efforts shall be at the expense of the contractor.

Contractor shall recommend a candidate capable of passing a background check.

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 sensitive 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 and its employees 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); and Federal Information Processing Standards Publication (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/order will entail the following position sensitivity level(s): **"SENSITIVE"**

(d) The personnel investigation procedures for Contractor personnel require that 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 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 any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.

(e) Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays--see FAR 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.

- (f) Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the additional investigation(s).
- (g) 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).
- (h) The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
- (i) Within 7 calendar days after the Government's 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.

SECTION E: SOLICITATION INSTRUCTIONS

52.212-2 Evaluation—Commercial Products and Commercial Services.

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

- **Past Performance 60%**
- **Price 40%**

Past Performance when combined with price, is greater than price.

(a) Provide relevant Past Performance for successful CT & MRI Services, to include relevant contracts, period of performance and references for evaluation. **Past Performance – Must include relevant past performance of Mobile CT and MRI Services, Must provide (3) Relevant Professional References to include name, telephone number, email and contract information. Contract information to include the amount, term of the contract and which agency you have performed said services.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). Price – Pricing must reflect all-inclusive hourly rate and follow on option year pricing.

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

(End of provision)

Business Associate Agreement

I. Authority:

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

II. Definitions:

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

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

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

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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.

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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

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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.

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- 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

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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.

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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.