SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
	1	20

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			75H70726R00002	02/04/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	PATRICIA TRUJILLO	505-256-6754	02/03/2027 1230 MS

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
Albuquerque Indian Health Service 4101 Indian School Rd NE, Suite 225 Albuquerque NM 87110	203	☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 621111

SIZE STANDARD: $16

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐		☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		Albuquerque Indian Health Service 4101 Indian School Rd NE, Suite 225 Albuquerque NM 87110	203

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

☐ 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
	The Albuquerque Area Indian Health Service (AAIHS) will require professional health care (i.e., medically necessary outpatient/inpatient services) from local specialty health care providers & hospitals for the Purchased/Referred Care (PRC) eligible American Indian & Alaskan Natives. Services will not take place in IHS clinics or IHS hospitals, but at the Contractor's facilities. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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)* SHANDIIN R. DEWOLFE	31c. DATE SIGNED

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SECTION B – DESCRIPTION OF SERVICES AND PRICES/COST

B-1 GENERAL/PURPOSE OF CONTRACT

The Indian Health Service (IHS) has an established policy to contract for health care services for Purchase Referred Care (PRC) formerly known as Contract Health Care (PRC) eligible American Indians and Alaskan Natives (AI/AN) only with those health care providers who agree to accept, as payment in full, reimbursement at rates no higher than the prevailing Medicare Care Fee Schedule, including co-insurance and deductibles for allowable charges. By Federal Register/Vol. 81, No. 54/Monday, March 21, 2016/Rules and Regulations; the Secretary of the Department of Health and Human Services (HHS) issued a final rule to implement a methodology and payment rates for the Indian Health Service (IHS) Purchased/Referred Care (PRC). These final regulations became effective on May 20, 2016. Medicare Like Rate (MLR), IHS Final Rule- March 21, 2016-Federal Register (Attachment D-1).

This contract includes, but is not necessarily limited to Inpatient/Outpatient specialty health care services that are not available through the IHS delivery of health care, for example, cardiology, orthopedics, radiology, general surgery, oncology, podiatry, orthotics, prosthetics, dialysis, ophthalmology, eye surgery, urology, renal dialysis, air ambulance etc. Services shall be performed at the contractor's place of business for IHS PRC beneficiaries within the provision of 42 CFR 136. Services must be ordered by a designated IHS Contracting Officer or the authorized representatives of the Contracting Officer, whose name(s), organizational component and dollar limitation per order shall be furnished to the Contractor by a designated IHS Contracting Officer.

The contract is a non-personal healthcare contract, as defined by FAR 37.101 and 37.401, as such, services will be provided independent of Government supervision and provided by an independent professional medical provider, medical group or other ambulatory provider(s) at their medical facility/office. The Government may evaluate the quality of professional and administrative services provided but retains no control over the medical professional aspects of services rendered (e.g., professional judgments, and diagnosis for specific medical treatment).

B-2 PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on the date of award through one year. (The total duration, should the government elect to exercise any option years, shall not exceed 5 years.)

B-3 ACRONYMS

AI/AN - American Indians and Alaskan Natives
BAA – Business Associate Agreement
CFR – Code of Federal Regulations
CAMTS - Commission on Accreditation of Medical Transport Systems (Air Ambulance Providers)
CMS – Centers for Medicare and Medicaid Service
FI – Fiscal Intermediary
HIPAA - Health Insurance Portability and Accountability Act
MLR- Medicare-Like Rate
MFC- Most favored customer
PRC – Purchase Referred Care, formerly known as Contract Health Service

B-4 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: 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 support several service units. The Albuquerque Area Indian Health Service (AAIHS) Office in Albuquerque, NM, oversees the delivery of health care to eligible American Indians and Alaskan Natives (AI/AN) in the area of New Mexico and Colorado.

Best Value: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

Clinical Director (CD): Chief medical officer (CMO) at each service unit responsible for supervision of all medical staff. Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services.

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, it means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR): The CO may designate a COR and may authorize them 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; holding conferences; approving all technical data submitted by the contractor; and providing technical monitoring during contract performance. The COR has no authority to change or modify any terms of the contract.

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

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

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

Fiscal Intermediary (FI): Contractor who processes payments for all appropriate invoicing for the IHS PRC FI, address; IHS PRC Fiscal Intermediary. P. O. Box 650267, Dallas, TX 75265-0267.

Health Center: An outpatient facility physically separated from a hospital 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

Ordering Activity: An authorized user that issues task orders for services under this contract.

Past Performance Information: Relevant information regarding a contractor's actions under previously awarded contracts. This includes the contractor's record of conformance to specifications and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspect of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

Physician: means a Doctor of Medicine or osteopathy legally authorized to practice medicine and surgery at a facility by the state in which he or she practices.

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

Purchased/Referred Care means health services provided at the expense of the Indian Health Service from a public or private medical or hospital facilities other than those of Indian Health Service.

Quality Control Plan (QCP): Contracts for commercial items shall rely on the contractor's existing quality assurance system.

Service Unit: The Albuquerque Area IHS is comprised of nine regional areas referred to as service units. Service units are located across New Mexico and in Colorado. The facilities range from small ambulatory care clinics (health centers) to full-service hospitals. These facilities are located on Indian reservations.

FEE SCHEDULE/PRICING

a. Medicare Like Rate (MLR), IHS Final Rule- March 21, 2016-Federal Register (See attachment-D-1).

Fee Schedule Notes:

1. In the event that a MLR fee does not exist for an allowable service, the IHS Fiscal Intermediary (FI) will establish an "IHS Allowable Amount" based on the IHS MLR.
2. Medicare like rates will be adjusted automatically by the IHS FI based upon changes in the rate as made by the Center for Medicare and Medicaid Services (CMS).
3. The Contractor agrees to accept MLR assignment for all IHS patients. MLR assignment for an IHS patient is defined to mean that amount including deductible and co-insurance for allowable charges.
4. The IHS is not an entitlement or insurance program; therefore, retroactive adjustment to MLR reimbursement rates cannot be made. Reimbursement to a provider for actual costs will be based on the most recently settled Medicare Cost Report. Medicare Cost Report information is obtained from CMS Public Use files by the IHS PRC FI.
5. IHS will accept discounts from the Medicare Like Rate, or pursuant to the final rule, IHS may negotiate rates that are higher than the Medicare Rates that are equal to, or less than, rates accepted by the provider's Most Favored Customer.

b. Professional Medical Healthcare Services Fee Schedule:

TYPE OF PROFESSIONAL HEALTH CARE SERVICE—				
1. Base Year Requirement				
Professional Health Care Services	a) % Discount Less than Medicare Rate	%	**OR** b) % Offer Above the Medicare Rate	%
	c) No-Show Fee **(Optional)**		$ / Flat rate per occurrence	
2 Option Year One				
Professional Health Care Services	a) % Discount Less than Medicare Rate	%	**OR** b) % Offer Above the Medicare Rate	%
	c) No-Show Fee **(Optional)**		$ / Flat rate per occurrence	
3. Option Year Two				
Professional Health Care Services	a) % Discount Less than Medicare Rate	%	**OR** b) % Offer Above the Medicare Rate	%
	c) No-Show Fee **(Optional)**		$ / Flat rate per occurrence	
4. Option Year Three				
Professional Health Care Services	a) % Discount Less than Medicare Rate	%	**OR** b) % Offer Above the Medicare Rate	%
	c) No-Show Fee **(Optional)**		$ / Flat rate per occurrence	
5. Option Year Four				
Professional Health Care Services	a) % Discount Less than Medicare Rate	%	**OR** b) % Offer Above the Medicare Rate	%
	c) No-Show Fee **(Optional)**		$ / Flat rate per occurrence	

NOTE: ***The provider agrees to offer the same rates to tribal entities referring their patients. The tribal entities who manage their own healthcare to their tribal members making the referral will be solely responsible for financial obligations to the provider by issuing their own procurement instrument, i.e., delivery/purchase order, credit card or check.***

B-5 STATEMENT OF WORK

Services required under this contract are restricted to patient referral by an IHS physician to the provider's facility or office location. Terms and conditions of this contract are not for "on-site" clinic day services within any IHS facility. Specific home healthcare services may be provided within the Indian communities upon approved referral from the patient's home IHS physician.

a. The services provided by the Contractor may be required in the course of elective or emergency medical or surgical services. This contract includes, and the Contractor agrees to provide all necessary covered services within the Contractor's field of practice or service on a non-discriminatory basis consistent with the needs of the patient and standards of quality and cost-efficient patient care.
b. The Contractor shall provide all necessary personnel, facilities, medical equipment and supplies, pharmaceuticals, etc., to provide these services.
c. The Contractor shall provide all patient care consultation, written patient care instructions, addressed to the appropriate Service Unit (i.e., medical facility) Clinical Director, when discharging or transferring a patient back to the IHS or to any other non-IHS facility. In the instance of transfers from the Contractor's facility to a non-IHS facility, the IHS shall be notified prior to the transfer and appropriate patient care instructions/records shall be supplied to the receiving facility at the time of transfer. The Contractor shall, in coordination with the IHS, provide discharge planning.
d. The Contractor shall consult with an IHS representative (clinical director, social worker, etc.) upon request about the patient's condition, progress, or programs and provide copies of medical record information as necessary.
e. The Contractor shall notify the appropriate IHS referring physician at the patient's Service Unit of positive findings that require further urgent procedures or admission on the day the findings are made.
f. **Unless specifically requested on the Delivery/Purchase Order and/or on the Patient Referral Notice, the following services require prior authorization from the IHS home service unit:**
    1. Non-emergency surgery
    2. Elective or semi-elective Cardiac bypass surgery
    3. Organ transplantation
    4. Purchase of durable medical equipment
    5. Skilled nursing facility placement
    6. Home health care
    7. Rehabilitation, physical therapy, occupational therapy, speech therapy
    8. Prescribed take home drugs, those exceed the Medicare DRG allowable (Excludes over-the-counter drugs)
    9. The Government may modify this list on written notice to the Contractor.

B-6 CLIENT BACKGROUND

It is possible some of the IHS patients receiving services under this contract may only speak a native language and/or reside on a federally recognized Native American Reservation. The Contractor is expected to demonstrate sensitivity to cross-cultural and language difference and have the ability to work through interpreters as necessary for non-English speaking patients. Consideration must be given to elderly patients, potentially limited transportation and home environment facilities.

B-7 MEDICAL NECESSITY

Payment shall not be made if the medical necessity of the service is not within IHS Service Unit Medical priorities or is determined to be inappropriate by IHS or Fiscal Intermediary health professionals or upon the advice of the cognizant Professional Review Organization for the Contractor. Priorities for PRC – When funds are insufficient to provide the volume of contract health services indicated as needed by the population residing in a contract health service delivery area, priorities for service shall be determined on the basis of relative medical need.

Experimental procedure and treatment for which medical efficacy has not been proven will be denied as not meeting medical necessity or the medial priorities. The Contractor waives all rights to collect from patients for services deemed not medically necessary or appropriate.

B-8 MEDICAL RECORDS

Contractors should adhere to the Privacy Act with regard to IHS PRC patient's medical record, including records for alcohol and drug abuse patients. The action of unauthorized disclosure from a patient's record protected by the Privacy Act may be subject to a penalty of up to $5,000.

B-9 CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

If this contract involves alcohol or drug treatment or diagnosis, the provider agrees:

a. in receiving, restoring, processing, or otherwise dealing with any information from the program about patients in the program, it is fully bound by the provision of Title 42 Chapter 1, Part 2.
b. to institute appropriate procedures for safeguarding such information, with particular reference to patient identifying information; and,
c. to resist judicial proceedings any efforts to obtain access to information pertaining to patients otherwise than as expressly provided for in Title 42, Part 2.

B-10 STERILIZATION, THERAPEUTIC ABORTIONS, AND IRREVERSIBLE PROCEDURES

a. Full compliance is required with all Federal (including Department of Health & Human Services [DHHS] or IHS policy governing this subject), state and facility regulations as well as prior authorization by the IHS for sterilization, therapeutic abortions, or irreversible procedures.
b. All physicians that perform sterilizations must advise patients orally that no Federal benefits can be withdrawn or withheld if the patient should decide not to be sterilized. The signature of the person performing the sterilization must appear on the consent form. Current DHHS policy and consent forms are contained in the following pamphlets:
c. Information for Men, Your Sterilization Operation, DHHS Pamphlet No. 79-50062
d. Information for Women, Your Sterilization Operation, DHHS Pamphlet No. 79-50061
e. Federal funds may be used for an abortion when a physician has found and so certifies in writing to the appropriate Government official, that "on the basis of my professional judgment, the life of the mother would be endangered if the fetus were carried to term." The certification must contain the name and address of the patient. Documents required and generated during this process must be maintained for at least three (3) years, pursuant to the retention and custodial requirements for records at 45 CFR 74.20 *et. seq.* or The pregnancy is the result of an act of rape or incest, and the following conditions are met:

- An IHS-operated program, tribal health program operated pursuant to Public Law 93-638, or an urban Indian health program operated pursuant to Title V receives signed documentation from a law enforcement agency, a health care facility, or a health care program stating:
- That the woman requesting the abortion has reported she was a victim of rape or incest.
- The date of which the episode of rape or incest occurred.
- The date on which the report was made, which must have occurred within sixty (60) days of the date of which the episode of rape or incest occurred.
- The name and address of the victim and the name and address of the person making the report (if different from the victim); and
- The incident in question meets the definition of rape or incest as defined by law in the State or Tribal jurisdiction where the incident was reported to have occurred.

Because the majority of medical procedures during pregnancy, including abortions, are provided to IHS beneficiaries by non-IHS providers, Federal funds may be authorized to pay such providers to perform medical procedures, including abortions, when necessary to save the life of the mother or when the pregnancy was the result of an act of rape or incest, proved the incident is document as described above. Authorization of such Federal funds must be made pursuant to the IHS PRC regulations at 42CFR 136.21, *et. seq.*

B-11 THIRD PARTY LIABILITY

Public Law 87-639 (42 USC 2651) provides that the United States shall be entitled to recover the reasonable value of hospital and medical care and treatment furnished or to be furnished to a person who suffers any injury or disease under circumstances indicating the Third Party's Liability to pay damages, therefore. Third Party Liability involves the potential legal liability of another person for the injury or disease in question. This other person is commonly referred to as the "third party" since his/her negligent act or failure to act caused an injury or disease to the "first party" necessitating medical treatment by or at the expense of the United States - the "second party". The Contracting

Officer's Representative will furnish the necessary reporting forms and instructions required for execution in all cases where "third party" liability exists or may result.

B-12 NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES

a. The Contractor agrees to make no distinction among patients under this contract on the basis of race, color, creed, or national origin, including, but not limited to following: denying a patient any service or benefit or availability of a facility; providing any service or benefit to a patient which is different, or is provided in a different manner or at a different time from that provided to other patients under this contract; subjecting a patient to segregation or separate treatment in any manner related to his receipt of any service, restricting a patient in any way in the enjoyment of any advantage or privilege enjoyed by others in determining whether he satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which an individual must meet in order to be provided any service or benefits; the assignment of times or places for the provisions of services on the basis of the race, color, creed, or national origin of the patients served.\\
b. The Government reserves the right to terminate this contract in whole or in part whenever the Contractor fails to comply with the requirements of this clause.

B-13 ALTERNATE RESOURCES

a. The IHS is the "payor of last resort" for patients defined as eligible for PRC notwithstanding any State or local law or regulation to the contrary.
b. The IHS is a residual resource and not an entitlement program. Therefore, payment for services provided to patients is not authorized to the extent that the patient is: (1) eligible for alternate resources (e.g. Medicare, Medicaid, private group or individual health insurance, worker's compensation, End-Stage Renal Disease (ESRD) dialysis, Crippled Children, etc. This example listing is not exhaustive and is provided only to list some of the possible alternate resources available for the patient (2) eligible for an alternate resource under State or local law or regulation if he/she were not an IHS beneficiary.
c. When a patient is potentially eligible for an alternate resource, the Contractor is responsible for assisting him/her in completing forms necessary to receive the benefit**. In addition, it is the Contractor's responsibility to bill all applicable alternate resources.**
d. If an alternate resource is available, its use is required and IHS and/or its fiscal intermediary (FI) shall be promptly notified of any payment received. The FI shall pay the IHS patient liability amount for medical and dental claims involving alternate resources (Third-Party Payors) as follows:
    1. The IHS patient liability amount is defined as the amount for which the patient is held responsible after primary resource(s) have been paid, less than any IHS disallowed charges for services not authorized or covered by the IHS.
    2. The contractual or regulatory restrictions or limitations imposed by the primary resource(s) /payor(s) will apply in determining the IHS patient liability amount. The IHS patient liability amount shall not exceed the amount that would have been paid by the IHS; had IHS been the only payor.
    3. The IHS liability amount is considered as the remaining balance of allowable charges after all alternate resource(s)/payor(s) have been paid, except in an instance when the provider is obligated by regulations or by contract with the primary payor(s) to accept the primary payor(s)'s payment as payment in full, e.g., in Medicare and Medicaid case payment by the federal or state agency; may constitute payment in full. If there is no IHS liability for payment, no further payment shall be made.
e. The IHS will reject claims where it has reason to find that the provider failed to investigate other party liabilities/alternate resources or failed to bill alternate resources within the allotted timeframes.

B-14 CONDITIONS REGARDING THE REIMBURSEMENT OF DRUGS

Under the terms of this contract, Federal funds cannot be used to reimburse hospitals or providers for drug products classified by the Food and Drug Administration (FDA) as being "possible effective" or as lacking substantial evidence of "effectiveness". An exception thereto is that Federal funds may be expended to reimburse a hospital when in the opinion of the attending physician, no alternative means of therapy with drug products in the "possible effective" or "effective" FDA classification is available.

B-15 REVIEW RIGHTS

The Contracting Officer's Representative (COR), Contracting Officer, or his/her professional designee, such as the PRC Utilization Review Nurse, shall be entitled to review the Contractor's facilities, and all related administrative and clinical records, including requests for copies of active or discharged patient records pertaining to IHS beneficiaries at no expense to the Indian Health Service.

B-16 MEDICAL MALPRACTICE

a. If any malpractice suit or action is filed or any claim is made against the Contractor for the treatment of any IHS/PRC patient referred by the Government, the Contractor shall immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.
b. The Contractor shall authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of liability claimed exceeds the amount of coverage.

B-17 QUALITY OF PATIENT CARE

As appropriate, the Contractor shall provide IHS patients under the terms of this contract with proper and adequate health care services, which are the same or equal to those provided to non-IHS patients, and consistent with acceptable standards of a medical practice:

1. Proper and adequate hospital care shall include compliance by the hospital with CMS Standards of Medicare Certification.
2. Physician services shall be provided within accepted professional standards.
3. The government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional and administrative services rendered (e.g., professional judgments, and diagnosis for specific medical treatment).

B-18 CONTRACTOR/CONTRACTOR FACILITY QUALIFICATIONS

a. The Contractor's facility shall be Joint Commission accredited (or CMS acceptable equivalent) for the term of the contract.
b. Certification and State Licensure: The professional staff shall be state licensed, and board eligible/ certified by the appropriate medical/professional board (if applicable) and must have an active and unrestricted license, certification or registration, as applicable to practice independently in their professional field.
c. Insurance: The Contractor shall possess medical liability insurance in accordance with FAR 52.237-7, Indemnification and Medical Liability Insurance, including appropriate "tail coverage."
d. Required Specialty Training: If applicable, provide evidence of certification for the specialty in which the physician will perform services.
e. Hospital Affiliation or Ability to Obtain: If applicable, physician(s) must be accepted to practice in hospital(s).

IF THE PROVIDER IS AN AEROMEDICAL AVIATION SERVICES THE FOLLOWING APPLIES

B-20 QUALIFICATIONS FOR AEROMEDICAL AVIATION SERVICES

As a policy set forth by Indian Health Manual Part 5, Chapter 36, Aviation Management and Safety for aeromedical aviation services, the IHS periodically contracts for aeromedical and other special mission aviation services in support of Area Office and Service Unit operations. Contracted services may include both fixed wing and rotary wing aircraft. The contracted services are typically used for the purposes of emergency medical services, patient transport, site surveys, and inspections, or other logistical and operational support services. Passenger transport and allied services provided by other Federal, state, tribal, or local government agencies, or, commercial airlines and carriers providing routine employee or passenger transport, are not within the scope and intent of this contract.

It is IHS policy that all:
(1) Contract aircraft, pilots, flight or ground crews, and allied services shall meet all applicable regulations of and be certificated by the Federal Aviation Administration (FAA) for the anticipated mission-sets, aircraft types, operating conditions, and geographic locations of intended employment.
(2) Aeromedical transport and emergency medical services personnel shall hold current accreditation from a

nationally recognized and independent accrediting body.
(3) Related operations and services should be fully staffed, commensurate with operational needs and operating under the direction of a licensed medical physician immediately available by telecommunications. The physician ensures that flights are staffed in accordance with Federal, state, and local standards for aeromedical personnel.
(4) Aeromedical transport service companies' medical personnel must be appropriately licensed and/or certified.
(5) Aeromedical transport service companies that provide emergency medical air transportation services must:
a. Provide the appropriate number of medical personnel.
b. Provide the level of care as ordered by the IHS.
c. Provide the level of care that is medically necessary should it exceed that level ordered by the IHS and needed based on patient changing condition; and
d. Provide the level of care that is consistent with State- and accreditation-required and defined levels of care.
(6) Aeromedical transport service companies must be licensed by the appropriate State medical and business authorities to conduct business, practice, and provide services in the anticipated area of operations.
(7) Air carriers must maintain commercially acquired insurance coverage no less than the minimum required by the state(s) where the air carrier is conducting business and operations while supporting the IHS.

B-21 OPERATIONAL REQUIREMENTS FOR AEROMEDICAL AVIATION SERVICES

A. Contracting Aviation Services. Area Directors may contract for aviation services when:
(1) Commercial airline or aircraft services are not reasonably available or suitable.
(2) Emergency or contingency situations exist and present imminent danger to patients, personnel, or public health.
(3) Aviation services can be contracted only when these situations cannot be dealt with locally.
(4) Other operational considerations make the use of government or standard commercial transportation impractical.

B. Attending Physician. The IHS attending physician will specify the medical needs and requirements for all patient care during aeromedical transport.

C. Contracting Officer. The IHS Contracting Officer (CO) should consult with the attending physician regarding operational needs and requirements as the medical condition may impact operational parameters (i.e., altitude, cabin pressurization, time, speed).

D. Vendor. In accordance with applicable FAA regulations, medical standards of care, and industry best practices, the appropriate IHS ordering official may permit the vendor providing the aviation services to select the most appropriate and capable aircraft, pilots, crews, technicians, and other support services personnel and equipment appropriate to safely satisfy IHS requirements.

E. Aeromedical Transport Service Companies. Aeromedical transport service companies must provide the appropriate level of medical personnel to meet the care needs of patients transported.

F. Safety. The IHS procurement documents for aviation services shall include the following safety provisions:
(1) All occupants of aircraft shall follow applicable FAA and vendor safety guidelines.
(2) Only non-essential IHS personnel, other family members, or other community members, visitors, guests, or passengers may be permitted to fly via aviation transport services procured by the IHS for aeromedical or special mission flights (as can be accommodated by the airframe type).
(3) with prioritizing translation services. Interpreters may be exempted from this provision when deemed medically necessary by the IHS.
(4) A parent, legal guardian, or medical proxy for a patient who is not able to make medical decisions may accompany the patient on air medical transport if approved by the IHS attending physician and mission pilot responsible for the aircraft.
(5) Items prohibited from air transport by FAA regulations shall not be carried on IHS contracted aircraft.
(6) Hazardous materials and cargo, to include biomedical samples, tissue, or waste, shall be fully manifested, and disclosed to/by the IHS personnel, aviation services vendor, and/or mission pilot in charge responsible for the material or cargo.
(7) All aircraft occupants shall be fully documented on flight manifests.

G. Refusal to Fly. All IHS personnel or patients concerned about their personal safety, air crew or medical personnel qualifications, environmental conditions, condition or safety of the vendor provided aircraft may refuse aeromedical

transport following the informed consent process or may refuse to fly on vendor provided aircraft.
H. There may be situations where an IHS physician may order aeromedical transport services over an Area IHS contract or basic ordering agreement for use of a particular non IHS contracted aeromedical transport company when he or she determines that it is in the best interest of patient life support capabilities, speed of transport or safety issues.

B-21 REPORTING REQUIREMENTS

a. Disclosure of Clinical Information**.** Whenever the Indian Health Service (IHS) is carrying out its duties with respect to conservation of the health of American Indians and Alaskan Natives (AI/AN), the relationship of the services to AI/AN shall be regarded as that of physician-to-patient. As such, the restrictions generally applicable to the release of medical clinical information by the contract provider will not be applicable to the release of such information to the Indian Health Service.
b. Clinical Data Reports. Clinical data reports for the records of each patient shall be maintained in compliance with standards of the Joint Commission on Accreditation of Healthcare Organization Standards (JCAHO) or a CMS acceptable equivalent, National Committee on Quality Assurance (NCQA), and meet Centers for Medicare and Medicaid Services (CMS) certification.
c. Discharge Summary/Consultation Reports/Emergency Department Reports:
    1. Oral Reports: The attending physician shall give a preliminary telephone report to the IHS referring physician within 24 hours upon initial diagnosis/treatment for all emergency referrals. A written report shall be furnished as outlined below.
    2. Written Report: The provider shall furnish a consultation report within 15 working days to the IHS referring physician.
    3. These reports shall be prepared in sufficient detail to allow IHS to render any related subsequent care to the patient. Such reports shall be furnished on the Contractor's standard forms.
    4. The Contractor shall furnish a copy of such reports to the referring IHS Service unit location concurrent with submission of Claim Form CMS 1500 and Purchase-Delivery Order IHS 843-1A entitled, "Purchase-Delivery Order and Claims Submission". Copies of the Reports shall be submitted as required by Item B-17
d. Deliverables**:** As required in this paragraph and in paragraph B-23, PRC Purchase-Delivery Orders & Claim Submission, contract administration data shall be submitted consistently with the instructions given in the identified sections, including:
    - Current and throughout term of the contract, renewed copies of Joint Commission Accreditation Organization (JCAHO) or acceptable CMS organization certification equivalent.
    - Current and throughout term of the contract, renewed copies of all appropriate licensures.
    - Current and throughout term of the contract, renewed copies of Certificate of Insurance Liability.

B-22 INTER-FACILITY REFERRALS

a. It is the intention of the IHS to the extent possible and reasonable to utilize IHS/PRC Contractors for which a current contract between IHS and that Contractor exists, and who agrees to accept, as payment in full reimbursement at rates no higher than the prevailing Medicare Allowable Rates (including deductibles and co-insurance).
b. Prior authorization (written/ verbal) is required by the referring IHS facility to refer patients for non-emergency services for payment to be considered.
c. A Contractor may *only* utilize another medical provider who is an IHS/PRC Contractor. The only exception to this provision is in the case of an emergency where an IHS- contracted provider is unable to render the required specialty service or is otherwise unavailable.
d. In the event of an emergency, notice (verbal/written) must be provided within 72 hours, and authorization may be post-approved based on the findings of the authorized IHS official.
e. Use of Outside Providers for services not in support of direct care:
    1. In the event the Contractor finds a need to use a provider that is not otherwise a member of the Contractor's medical group/organization, and the care is not in support of direct care; the IHS patient's only payment resource is the IHS, and prior authorization was not obtained, payment to the outside provider will be the responsibility of the Contractor.
    2. When outside providers are used in cases where the Contractor is not able to provide the required service, the

providers should use Medicare guidelines when billing for services that are in support of direct care. In addition, services provided by an outside provider will be subject to the payment provisions agreed to in the contract (as long as the patient does not have alternate resources). The Contractor will accept IHS payment in full for services rendered and the remaining balance(s) will not be borne by the IHS patient.

f. Affiliates and/or new hires: All members and affiliates who share the Contractor's Tax Identification Number (TIN) and the entity name will be subject to the terms and conditions of the contract. Separate reimbursement for services, components, groups or physicians under the Contractor's organization will not be honored. IHS will only pay under the contracted entity name and it's TIN/EIN.

g. Notification: For timely process of claims, it is incumbent upon the Contractor to provide notice to the IHS Contracting Officer, at least 30 days from the effective date of the change(s) such as new staff providers, change of TIN/EIN, physical location or billing address(es), and etc. The Contractor shall provide proper education/orientation to new staff members on the terms and conditions of the contract with IHS.

Note: Upon request, IHS Officials can provide an IHS PRC orientation.

B-23 PURCHASE REFERRED CARE PURCHASE-DELIVERY ORDERS & CLAIM SUBMISSION

a. Individual PRC Delivery Orders under this contract will be issued on the basis of medical, geographical, programming, and/or considerations as determined at the time the order is placed utilizing the following form: **Form IHS 843-1A: Order for Health Services**

b. Claim Submission:

1. Professional Provider Services: Upon receipt of the Delivery Order form (IHS 843-1A), the contractor shall proceed in the following manner:
   - Attach CMS 1500 Claim Form to the—
   - ORIGINAL-Finance copy of the Delivery Order Form and the—
   - Explanation of Benefits (EOB) from the third-party payer, if applicable and—
   - Submit the documents to the IHS PRC Fiscal Intermediary (FI) at the address listed below.
   - All other copies of the Delivery Order Form, CMS-1500 Claim form, EOB and Discharge Summary shall be returned to the IHS PRC ordering Service Unit.
   - The Contractor may retain COPY-3 Provider, of the Delivery Order Form.
2. Mailing address for Fiscal Intermediary:
   Blue Cross Blue Shield of NM
   IHS-PRC Fiscal Intermediary
   P. O. Box 650267
   Dallas, TX 75265-0267

   The IHS PRC FI is required to return incomplete or inaccurate Claim Forms to the Contractor until such timed that a proper and corrected Claim Form is received. Claim forms must be submitted within 30 days of receipt of approval or denial of charges billed by the third-party payer. Inquiries on the status of a claim may be directed to the IHS PRC FI at 1-800-225-0241 (Monday through Friday between 7am – 4pm MT) or by writing to the above address.

Outstanding IHS delivery/purchase orders opened for more than one year will be cancelled, 30 days after a "no response status" on the part of the Contractor to an IHS follow-up query. "Under the provision, the Contractor will have "no" right to report the patient to a credit collection agency."

c. The Contractor shall not directly bill or attempt to bill an eligible PRC patient who has been authorized for care, except with prior written authorization from the IHS Contracting Officer or IHS Area Director.

B-24 CONTRACTING OFFICER RESPONSIBILITY

Authority to negotiate changes in terms, conditions, or amounts cited in this contract is reserved for the Contracting Officer.

B-25 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Shandiin DeWolfe, 505-256-6755 is designated as the Contracting Officer's Representative (COR).

The COR's listed above are hereby designated to monitor the performance of this order on behalf of the Government and ensure contractor accountability and assist the contractor in the resolution of problems encountered during the performance.

The COR's function is primarily to provide the Contractor with working data. The COR is not empowered to make any commitments, nor authorized to make any changes which affect prices, terms, or delivery as specified on this order. Any such proposed changes shall be brought to the immediate attention of the Contracting Officer for action. The acceptance of any change by the Contractor without specific approval and written consent of the Contracting Officer is not authorized.

B-26 SERVICE UNIT HEALTH SYSTEMS (PRC) SPECIALIST RESPONSIBILITY

Service Unit Health Systems (PRC) Specialist Representatives shall be responsible for the following:

a. Monitor the Contractor's progress on individual purchase orders, including surveillance and assessment of performance and issue changes to individual purchase orders.
b. Interpreting the scope of service on individual purchase orders, with the assistance of the COR.
c. Assist the Contractor in the resolution of technical and administrative problems encountered during performance of this contract.
d. Ensuring that invoices (claims) and payments are processed in a timely manner or follow-up on unpaid claims and assist in the coordination of payment for old/unpaid claims.

SECTION C - CONTRACT PROVISIONS AND CLAUSES-

C-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/this address:
https://www.acquisition.gov/?q=/browse/far/52

PROVISION	TITLE	DATE
52.212-1	Instructions to Offerors—Commercial Products & Commercial Services	(Sep 2023)
52.216-27	Single or Multiple Awards	(Oct 1995)

C-2 FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the offer responsible, 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 technical and past performance. Technical and past performance, when combined, are equal to price.
(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 should not obligate the Government to exercise the option(s).
(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.

C-3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple indefinite-quantity/indefinite-delivery requirement-type contracts resulting from this solicitation. Option available for rate quotation agreements will also be accepted.

C-4 DEPT OF HEALTH & HUMAN SERVICES ACQUISITION REGULATION (48 CFR CHAPTER 3) PROVISIONS:

Full text may be accessed electronically at this address: http://www.hhs.gov/policies/hhsar/subpart352.html

HHSAR Provision No.	Title	Date
352.203-70	Anti-Lobbying	DEC 2015
352.215-70	Late Proposals and Revisions	DEC 2015

C-5 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/this address: https://www.acquisition.gov/?q=/browse/far/52

CLAUSE	TITLE	DATE
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.212-4	Contract Terms and Conditions—Commercial Products & Commercial Services	(Nov 2023)
52.215-2	Audit and Records—Negotiation	(Jun 2020)
52.217-5	Evaluation of Options	(July 1990)
52.217-8	Option to Extend Services	(Nov 1999)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.232-36	Payment by Third Party	(May 2014)

C-6 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall be controlled.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C-7 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the total estimated contract amount.

(2) Any order for a combination of items in excess of the total estimated contract amount.

(3) A series of orders from the same ordering office within five (5) calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C-8 FAR 52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirement contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as

"estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish with the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.

C-9 FAR 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 of contract expiration *provided* that the Government shall give the Contractor 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.

C-10 FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal 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: $1,000,000.
(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.
(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.
(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

C-11 DEPT OF HEALTH & HUMAN SERVICES ACQUISITION REGULATION (48 CFR CHAPTER 3) CLAUSES:

Full text may be accessed electronically at this address: http://www.hhs.gov/policies/hhsar/subpart352.html

HHSAR Clause No.	Title	Date

352.211-3	Paperwork Reduction Act	DEC 2015
352.227-70	Publications and Publicity	DEC 2015

C-12 HHSAR 352.203–70 ANTI-LOBBYING (DEC 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes.

(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

(d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

C-13 HHSAR 352.224–70 PRIVACY ACT (DEC 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations.

The term system of records means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in 45 CFR part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement:

(e) Identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and

(f) Specifies the disposition to be made of such records upon completion of contract performance.

C-14 HHSAR 352.237–70 PRO-CHILDREN ACT OF 1994 (DEC 2015)

a) Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (Act), 20 U.S.C. 7183, imposes restrictions on smoking in facilities where certain federally funded children's services are provided. The Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of: (i) Kindergarten, elementary, or secondary education or library services or (ii) health or day care services that are provided to children under the age of 18. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

(b) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall

ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act. Failure to comply with the Act may result in the imposition of a civil monetary penalty in an amount not to exceed $1,000 for each violation and/or the imposition of an administrative compliance order on the entity responsible. Each day a violation continues constitutes a separate violation.

C-15 HHSAR 352.237–71 CRIME CONTROL ACT—REPORTING OF CHILD ABUSE (DEC 2015)

(g) Public Law 101-647, also known as the Crime Control Act of 1990 (Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

(h) The Act designates "covered professionals" as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists,

emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, childcare workers and administrators, and commercial film and photo processors. The Act defines the term "child abuse" as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.

(i) Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.

(j) By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Act. The Act also applies to all applicable subcontracts awarded under this contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Act.

C-16 HHSAR 352.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (DEC 2015)

It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

SECTION D- EXHIBITS OR ATTACHMENTS

D-1. Federal Register/Vol. 81, No. 54/Monday, March 21, 2016/Rules and Regulations
D-2. Appendix D-2: Business Associate Agreement
D-3. CHS Process Handout
D-4. Purchase Delivery Order for Health Services, IHS-843-1A
D-5. IHS Claims Checklist
D-6. Contractor's Summary Sheet for Professional Services
D-7. Provider Certification
D-8. SAM.gov Registration Guide