**Attachment E - Solicitation Provisions and Clauses**

**Primary Care Physician Services**

**Family Medicine and Internal Medicine**

The following provisions and clauses are incorporated into this solicitation and any resulting Blanket Purchase Agreement (BPA) and BPA Calls, as applicable. Clauses incorporated by reference have the same force and effect as if set forth in full text. The Contracting Officer will incorporate the current FAR, HHSAR, and applicable HHS Revolutionary FAR Overhaul (RFO) class deviations in effect on the date of solicitation issuance.

This attachment is intended to be used with the RFQ, all Attachments, and Performance Work Statements with embedded QASP tables.

A. FAR Clauses

| Clause | Title | Date / Version |
|---|---|---|
| 52.252-2 | Clauses Incorporated by Reference | FEB 1998 |
| 52.252-6 | Authorized Deviations in Clauses | NOV 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.232-33 | Payment by Electronic Funds Transfer - System for Award Management | OCT 2018 |
| 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services | APR 2026 |
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors | APR 2026 / DEVIATION |
| 52.237-7 | Indemnification and Medical Liability Insurance | Current RFO deviation as applicable |

| Clause | Title | Date / Version |
|---|---|---|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | NOV 2021 |
| 52.203-17 | Contractor Employee Whistleblower Rights | NOV 2023 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities | DEC 2023 |

| | | |
|---|---|---|
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 / current |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | NOV 2015 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-19 | Child Labor - Cooperation with Authorities and Remedies | JAN 2022 / current |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 / current RFO treatment |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 / current RFO treatment |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 / current RFO treatment |
| 52.222-50 | Combating Trafficking in Persons | NOV 2021 / current |
| 52.222-54 | Employment Eligibility Verification | JAN 2025 / current |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.239-1 | Privacy or Security Safeguards | AUG 1996 |

## B. HHSAR Clauses

| Clause | Title | Date / Version |
|---|---|---|
| 352.226-1 | Indian Preference | DEC 2015 |

| | | |
|---|---|---|
| 352.226-2 | Indian Preference Program | DEC 2015 |
| 352.226-6 | Indian Economic Enterprise Subcontracting Limitations | Current HHSAR text |
| 352.232-71 | Electronic Submission of Payment Requests | DEC 2015 |
| 352.223-70 | Safety and Health | DEC 2015 |

**C. RFO FAR Applicability**

This solicitation and any resulting BPA and BPA Calls incorporate the applicable HHS-approved Revolutionary FAR Overhaul (RFO) class deviations in effect on the date of solicitation issuance. Where a FAR clause has been revised by an approved HHS Class Deviation, the deviation text shall govern to the extent applicable.

**D. Full Text and Incorporation by Reference**

The clauses identified in this attachment are incorporated by reference or in full text, as applicable, and shall form a part of any resulting Blanket Purchase Agreement (BPA) and applicable BPA Calls. Clauses incorporated by reference have the same force and effect as if set forth in full text. Clauses included in full text are provided because they contain agency-specific requirements, class deviations, or information that cannot be incorporated solely by reference.

The following clauses are incorporated in full text because they contain agency-specific requirements or information that cannot be incorporated solely by reference:

**52.237-7 Indemnification and Medical Liability Insurance**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, 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: $1,000,000.00.

(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.

*(End of provision/clause)*

**HHSAR 352.232-71 Electronic submission of payment requests**

Electronic Submission of Payment Requests

(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 provision/clause)*