

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	13
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 16-Aug-2005	4. REQUISITION/PURCHASE REQ. NO. W68MX35076N542		5. PROJECT NO.(If applicable)	
6. ISSUED BY CENTER FOR HEALTH CARE CONTRACTING MEDCOM HEALTH CARE ACQ ACTY ATTN MCAA C BLDG 4197 2107 17TH ST SUITE 68 FORT SAM HOUSTON TX 78234-5068	CODE W81K04	7. ADMINISTERED BY (If other than item 6) CENTER FOR HEALTH CARE CONTRACTING MCAA C C JELEN 2107 17TH ST BLDG 4197 210-295-4410 FORT SAM HOUSTON TX 78234-5015		CODE	W81K04
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HUMANA MILITARY HEALTHCARE SERVICES 500 WEST MAIN STREET LOUISVILLE KY 40201-1438			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W81K04-05-D-7002	
			X	10B. DATED (SEE ITEM 13) 23-Mar-2005	
CODE 050S0	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 (c)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) A. The purpose of this modification is to incorporate the instructions and evaluation factors for technical subfactors of Transition Plan (D3) and IM/IT Telephony Plan (D4) and update the telephone number for the contract ombudsman. B. See attached pages for Summary of Changes highlighted in bold print in paragraph 52.212-4(y) Ordering Procedures.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

ADDENDUM TO 52.212-4 TERMS

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2002)

Addition to 52.212-4 Paragraph (t)

INVOICING AND PAYMENT BY GOVERNMENT PURCHASE CARD

1. The contractor shall be required to accept payment by Government Purchase Card. The government reserves the right to use the Purchase Card for payment or to use the Defense Finance and Accounting System or other federal government finance office. The method of payment will be designated by task order.
2. If payment is made by Government Purchase Card, the clause at FAR 52.232-33 will not apply, and the clause at FAR 52.232-36, Payment by Third Party, will apply. If payment is made by Government Purchase Card, instructions will be included in the task order.
3. The Contractor shall submit an Original Invoice to the COR not later than 5 calendar days after the last day of the month.
4. The COR will reconcile the Original Invoice with the services received to ensure discrepancies, if any, are corrected. If there are discrepancies, a new original Invoice must be generated by the contractor.
5. For each invoice period, the contractor is not allowed to charge anything to the credit card until notified they may do so by the Government cardholder. Authorization will be given after the invoice is reconciled. The cardholder will provide the contractor with the Purchase Card account number, which authorizes the vendor to charge the amount specified on the final bill. This notification must be made for each invoice payment.
6. The contractor must notify the cardholder or COR who in their company is authorized to accept the credit card number. The contractor must provide a receipt acknowledgement as a verification of payment to the cardholder. This may be done by email, fax, or mail as directed by the cardholder.

(End of Notice)

Addition to 52.212-4 Paragraph (u) **HOLIDAYS**

The following is a list of legal federal holidays:

New Years's Day, January 1st
Martin Luther King's Birthday, 3rd Monday in January
Washington's Birthday, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11th
Thanksgiving Day, 4th Thursday in November

Christmas Day, December 25th

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

(End of Notice)

Addition to 52.212-4 Paragraph (v): **MOBILIZATION AND OTHER CONTINGENCY PLANNING**

1. Among the circumstances in which the provisions of this clause may be invoked is a general or limited mobilization of reserve forces or an emergency that impacts upon contract performance. In the event of either eventuality the Contractor will be expected to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands could require extended work hours and expansion of the contract work force.

2. To ensure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the emergency.

(End of Notice)

Addition to 52.212-4 Paragraph (w): **CONTRACT ADMINISTRATION**

1. Contract administration will be performed by the Center for Health Care Contracting after award. All administrative requirements for the basic contract should be addressed to:

Center for Health Care Contracting
MEDCOM Health Care Acquisition Activity
ATTN MCAA-C, Bldg 4197 (Insert Contract Number)
2107 17th Street, Suite 68
Fort Sam Houston, TX 78234-5068
Phone: (210) 295-4380/4410
Fax: (210) 295-4937

2. After award, all questions pertaining to requirements or administration of task orders should be directed to the office issuing the task order.

(End of Notice)

Addition to 52.212-4 Paragraph (x): **CONTRACTOR PAST PERFORMANCE INFORMATION REPORTING**

The Task Order Administrative Contracting Officer is the assessing official and will prepare the Performance Assessment Reports (PARs) as required by FAR 42.15 and AFARS 5142.1502-90 (e) 3.

(End of Notice)

Addition to 52.212-4 Paragraph (y): **ORDERING PROCEDURES**

1. Future requirements will be competed among the awardees and price, past performance and technical capabilities may be used for the determining factors for task order awards. The requiring customer, MTF, will define in the RFQ, which technical sub factors (Transition Plan **(D3)** and/or IM/IT Telephony Plan **(D4)**) are applicable for

evaluation of individual task orders. **These are the only technical factors the MTF shall require for evaluation of the contractor's RFQ.** The potential impact on other orders placed with the contractor will also be taken into consideration. Awards of task orders will be a "best value" decision. **The Ordering Office may request the contractors to provide technical proposals based on the following instructions (paragraphs a and b).**

a. **Transition Plan – SUB FACTOR D3 -** The offeror shall describe how it proposes to execute all pre-performance activities, including but not limited to such activities as hiring and training of personnel, and acquisition and storage of supplies and equipment, etc., required to assume complete responsibility so that full service will be provided on the required performance date. Submit a chart, such as a milestone chart, showing sequenced events in the proposed transition plan. Provide a detailed implementation plan describing the strategy for providing timely, effective and complete start-up to demonstrate the offeror's ability to meet the requirements of the Performance Work Statement (PWS). Describe plans for acceleration in the event the contract award is not made in time to execute the offeror's original plan. Describe how the offeror plans to implement and communicate the transition from the incumbent, [i.e. managed care support contractors (incumbent)] to the offeror.

b. **IM/IT and Telephony Plan – SUB FACTOR D4 -** Describe the offeror's plan for implementing the Information Management/Information Technology requirements of each task order. Describe the offeror's plan for utilizing or installing telephony. Describe the offeror's plan how to interface to DoD's Composite Health Care System, CHCS. Provide a description and technical specifications of the telephony (software, switches, etc) the offeror is going to use. Describe why the offeror chose the methodology the offeror is presenting. Describe the IM/IT technical specifications (computers, software, etc) as well as a description, to include design or "wiring" diagrams, about how the IM/IT is going to work with the telephony systems. (IM/IT design or "wiring diagram" is not necessary when the government is supplying the equipment/telephony and the contractor is providing PAS.) Describe why the offeror has chosen this route as the offeror's solution. Discuss in the plan the advantages and disadvantages of the offeror's IM/IT and Telephony Plan.

The Ordering Office shall evaluate technical subfactors D3 and D4 for task order RFQs in the following manner (paragraphs c and d).

c. **Transition Plan. SUB FACTOR D3.** The offeror's Transition Plan will be evaluated to ensure the offeror's understanding of the criticality of a successful transition from the incumbent, [i.e., managed care support contractors,] to the offeror, and the soundness of the offeror's methodology to meet the government's requirements. The pre-performance activities, outlined, i.e., hiring and training of personnel, and acquisition and storage of supplies and equipment, etc., will be evaluated to reflect the offeror's commitment to ensuring service will be provided on the required performance date. The milestone chart and the proposed implementation plan will be evaluated to demonstrate the offeror's understanding of critical events and also strategy required to meet the government's requirements. The acceleration plan will be evaluated as to the feasibility and reasonableness of meeting the government requirement in an accelerated mode.

d. **IM/IT and Telephony Plan SUB FACTOR D4 –** The offeror's IM/IT and Telephony Plan will be evaluated to ensure the offeror's understanding of implementing the MTF's requirements for each task order. The offeror's plan will be evaluated as to the soundness of the methodology demonstrated in utilizing or installing telephony. The offeror's plan will be evaluated as to the methodology and utilization of the IM/IT and telephony technical specifications and descriptions to interface with CHCS and government operations for PAS. (Exception: When the government is supplying the equipment/telephony and the contractor is providing PAS, then the IM/IT design or "wiring diagram" is not necessary, thus the IM/IT design or "wiring diagram" will not be evaluated in this same scenario.) The offeror's solutions and advantages and disadvantages of the IM/IT and Telephony Plan will be evaluated to demonstrate the offeror's understanding of the requirement and also feasibility of the solution provided.

The plan description for interfacing to CHCS will be evaluated for acceptability. The description and technical specifications of the telephony will be evaluated as to acceptability. The methodology described by the offeror for technical specifications will be evaluated for soundness and technical acceptability. The advantages and disadvantages will be evaluated as to the understanding of the offer's commitment to ensure performance standards to meet the government's requirements

e. The following are Adjectival Ratings to evaluate technical capabilities for subfactors D3 and D4.

EXCELLENT - Proposal strengths demonstrate an excellent understanding of requirements and new or proven approach that significantly exceeds performance or capability requirements and standards. Any proposal weakness has minimal/no potential to cause disruption of schedule, increase in cost, or degradation of performance. The proposal has a high probability of meeting the requirements with little risk to the government.

GOOD - Proposal strengths demonstrate a good understanding of requirements and approach that exceeds performance or capability standards. The proposal has a good probability of meeting the requirements. Any proposal weakness has little potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort and normal Government monitoring will probably minimize any difficulties/risk.

SATISFACTORY - Proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability requirements and standards. Few or no strengths. The proposal has an acceptable probability of meeting the requirements. Approach has weaknesses that can potentially cause some disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis and close Government monitoring will probably minimize difficulties/risk.

MARGINAL - Proposal demonstrates limited understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal contract performance. Proposal as presented includes minor omissions or demonstrates a misunderstanding of the requirement that may be corrected or resolved through discussions without a complete revision of the proposal. Approach has weaknesses that have the potential to cause risk of serious disruption of schedule, increase in cost, or degradation of performance even with special contractor emphasis and close Government monitoring.

UNSATISFACTORY - Fails to meet performance or capability standards or requirements. Proposal as presented includes major omissions or misunderstanding and has inadequate detail to assure the evaluators that the offeror has an understanding of the requirements. Proposal represents unacceptable risk and cannot meet the requirements without major revisions.

f. Past performance is evaluated in accordance with AFARS 5116.5 Multiple Award Task Order Contracts paragraph (4). Therefore, Ordering Offices shall contact CHCC Procuring Contracting Officer for Past Performance information and Ordering Offices SHALL NOT request contractors to submit past performance information or questionnaires with their proposals.

2. Contract holders are not required to propose on all task orders for future requirements after award of the basic contract.

3. Task orders will be issued on DD Form 1449, Solicitation/Contract/Order for Commercial Items, by the Center for Health Care Contracting and/or Regional Contracting Offices and other DoD federal contracting offices as authorized by the CHCC Procuring Contracting Officer.

4. Orders will be placed in accordance with FAR 16.505 and supplemental agency regulations.
5. Under the provisions of FAR 42.202, contract administration to place and administer task orders under this contract is delegated as follows: MEDCOM Regional Contracting Offices (RCO) and NAVY Fleet and Industrial Supply Center Philadelphia and the AF locations listed below.

a. The following MEDCOM contracting offices are authorized as Administrating Contracting Offices to place task orders against this contract:

NORTH ATLANTIC REGIONAL CONTRACTING OFFICE
6900 GEORGIA AVE NW
WASHINGTON DC 20307-5001
Phone 202-782-1274

GREAT PLAINS REGIONAL CONTRACTING OFFICE
MCAA GP BAMC
3851 ROGER BROOKE L31-9V
FORT SAM HOUSTON TX 78234-6200
Phone 210-916-1931

WESTERN REGIONAL CONTRACTING OFFICE
MADIGAN ARMY MEDICAL CTR
9902 LINCOLN ST
TACOMA WA 98431-1110
Phone 253-968-4919

SOUTHEAST REGIONAL CONTRACTING OFFICE
ATTN MCAA SE BLDG 39706
39706 40TH STREET
FORT GORDON GA 30905-5650
Phone 706-787-6793

PACIFIC REGIONAL CONTRACTING OFFICE
ATTN MCAA PC BLDG 160
160 KRUKOWSKI RD
TRIPLER AMC HI 96859-5000
Phone 808-433-4487

b. For Navy Task Orders the Administrating Contracting Office:

Philadelphia Division Contracting Department
Fleet & Industrial Supply Center
700 Robbins Ave. Bldg 2B
Philadelphia PA 19111
215-697-9690 DSN 442-9690

c. For Air Force Task Orders the Administrating Contracting Offices are:

509th Contracting Squadron, LGCB Flight
737 Second Street, Suite 124A
Whiteman AFB MO 65305
660-687-5414 DSN 975-5414

5th Contracting Squadron, LGCB Flight

211 Missile Avenue
Minot AFB ND 58705-5027
701-723-3970

366th Contracting Squadron, LGCA2
366 Gunfighter, Bldg 512, Suite 498
Mountain Home ID 83648
208-828-3103 DSN 728-3103

55th Contracting Squadron, LGCB Flight
101 Washington Square
Offutt AFB NE 68113
402-294-9806 DSN 271-9806

81st Contracting Squadron, LGCB Flight
310 M Street, Bldg 4605
Keesler AFB MS 39534-2147
228-377-1801 DSN 597-1801

341st Contracting Squadron
7015 Gooddard Drive, Bldg 145
Malmstrom AFB MT 59402-6863
406-731-4001 DSN 632-4001

10 MSG/LGC
Colorado Springs Multi-Service Market Office
1681 Specker Avenue, Bldg 1011
Fort Carson CO 80913-5107
719-524-2602

319th Contracting Squadron, LGCA Flight
575 Tuskegee Airman Blvd, Bldg 418
Grand Forks AFB ND 58205
701-747-5273 DSN 362-5273

22nd Contracting Squadron, LGCA Flight
53147 Kansas Street, Suite 102
McConnell AFB KS 67221-3606
316-759-4516 DSN 743 4516

62nd Contracting Squadron, LGCB Flight
P.O. Box 4178
McChord AFB WA 98438-0178
DSN 382-3869

1st Contracting Squadron, LGCB Flight
74 Nealy Avenue
Langley AFB VA 23665
757-764-4918 DSN 574-4918

88th Contracting Office/PK
1940 Allbrook Drive, Bldg 1, Suite 3
Wright Patterson AFB OH 45433-5309
937-257-6145 ext. 4238 DSN 787 6145 ext. 4238

2nd Contracting Squadron
841 Fairchild Avenue
Barksdale AFB, LA 71110
318-456-5205 DSN 781-5205

6. This contract may be used by other federal agencies. Contracting offices outside the HCAA may issue task orders against this contract if given prior approval in writing by the CHCC Procuring Contracting Officer (PCO). All contracting offices must follow administrative requirements imposed in the administration plan. Contracting offices failing to comply are subject to having their ordering authority revoked. In such cases where revocation occurs and the contractor has received a task order(s) from that office, a contracting office within HCAA will assume administration of all task orders issued by the losing office. The contractor will be notified of such changes in writing.

a. Ordering offices shall adhere to the contract terms and conditions and shall not issue orders for services or supplies that are not covered in the basic contract.

b. Full contract administration functions according to FAR Part 42.302(a) and (b) are hereby authorized except for:

(1) Exercise of the contract options to extend services and to extend the term of the contract.

(2) Modification of the basic contract.

(3) Termination of basic contract.

c. Each designated contracting officer has full authority to issue, modify and terminate task orders specific to its region.

d. Designated contracting offices shall provide copies of pertinent correspondence with the contractor and copies of all task orders and modifications, at the time of execution, to the Procuring Contracting Officer (PCO) at Center for Health Care Contracting, 2107 17th Street, Suite 68, Fort Sam Houston, TX 78234-5068.

7. Startup time for performance under task orders will be designated on the task order Request for Quote (RFQ). The contracting officer may use startup time as an evaluation criterion and require the proposal to specify the startup time the contractor would need.

8. Prices will be established on each task order.

9. This contract is one of three multiple award contracts. New task orders must be competed among all three contracts: W81K04-05-D-7001, W81K04-05-D-7002., and W81K04-05-D-7003. Each awardee must be provided a fair opportunity to be considered for task orders for new requirements. The task order ombudsman is Mr. Rodney Stevenson, phone: (210) 221-4359, fax: (210) 221-4086, E-mail: rodney.stevenson@amedd.army.mil.

10. Task Order RFQs may be issued electronically, orally, or in writing. Responses will be in accordance with instructions given by the Contracting Officer.

11. A guaranteed minimum is established for each contract awarded and only applies from 1 April 2005 through 30 September 2005.

12. The government will have one (1) single Contracting Officer's Representative (COR/COTR) for each task order. The COR/COTR will be identified in each task order awarded. Additional Government POCs may be provided.

(End of Notice)

Addition to 52.212-4 Paragraph (z): **UNILATERAL MODIFICATIONS**

1. Excess Funds. Task Orders will be issued with estimated quantities. The actual amount of services performed may be less than the total amount on the order. When the Contracting Officer determines that the funds remaining on the order are in excess of the funds needed for completion, a unilateral modification may be issued to de-obligate such funds.

2. Administrative Changes. Changes to the contract that are administrative in nature to accommodate contracting software, that have no impact or pricing or terms and conditions, may be issued as a unilateral modification by the Contracting Officer.

(End of Notice)

Addition to 52.212-4 Paragraph (aa) **TASK ORDER CLOSE-OUT**

It is the intention of the U.S. Army CHCC to perform closeout procedures on an individual Task Order (TO) basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. TO close-out will occur as soon as possible after final payment has occurred by the Contracting Officer administering the TO.

(End of Notice)

Addition to 52.212-4 Paragraph (ab) **QUARTERLY PROGRAM STATUS REPORT (QPSR)**

The QPSR is prepared by each prime contractor for the CHCC Contracting Officer. The report shall identify the TO's received by the prime contractor each quarter. For purposes of the QPSR, the report must be received by the CHCC Contracting Officer, via e-mail, no later than the 15th day following the end of the quarter. A sample QPSR format is shown in below:

PROGRAM MANAGEMENT STATUS REPORT - SAMPLE

1. Contract Overview Charts

Contract Number	Task Order Number	Place of Performance	Issuing Office	Task Order Value With Options
DADA10-02-D-0001	YY01	Brooke Army Medical Center	Great Plains Regional Contracting Office	\$1,500,000.00

2. Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

(End of Notice)

Addition to 52.212-4 Paragraph (ac) **NOTICE OF AVAILABILITY OF FUNDS/CONTINUING RESOLUTION**

Task orders (or applicable line items thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference. The "Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the Contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the task order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

(End of Notice)

Addition to 52.212-4 Paragraph (ad) PRIVACY OF PROTECTED HEALTH INFORMATION
(DEC 2002)

(a) *Definitions.* As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

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

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [List Purposes].

Specific Use and Disclosure Provisions

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

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

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

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

Obligations of the Government

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

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

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

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

Permissible Requests by the Government

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

Termination

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

(b) Effect of Termination.

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

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

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

Miscellaneous

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

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

(d) DoD rules are also applicable.

(End of Notice)

52.212-4 (ae) ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST

Contractor shall maintain and implement an approved OCI Mitigation Plan throughout the life of the contract. The Mitigation Plan shall be IAW FAR Subpart 9.5. The Procuring Contracting Officer is the approval authority for the Mitigation Plan. All compliance issues shall be directed to the Procuring Contracting Officer. There will be no restrictions on the Contractor's eligibility for future contracts or subcontracts.

(End of Notice)

(End of Addendum to 52.212-4)

(End of Summary of Changes)