Healthcare Environmental Cleaning, Linen and Regulated Medical Waste Services
Non-Personal Services
Performance Work Statement

DEFENSE HEALTH NETWORK EUROPE

GERMANY MILITARY TREATMENT FACILITIES

TABLE OF CONTENTS

ATTACHMENTS

ATTACHMENT 13 – CONSUMABLE SUPPLIES AND DISPENSERS
TABLES:

TABLE 1 - CONTRACTOR PROVIDED CONSUMABLES

PART 1

1.1. Introduction: The Defense Health Agency (DHA, Agency, or Government) supports the delivery of integrated, cost effective, and high-quality health services to military beneficiaries of the Military Health System (MHS). Patient care services are provided in a variety of settings within the MHS, including military clinics, hospitals, and medical centers, which are collectively referred to as Military Medical Treatment Facilities (MTFs). The DHA requires highly specialized Healthcare Environmental Cleaning (HEC) and Linen Distribution Services, conforming to the highest standards of quality and complying strictly with all applicable certification requirements and with rigorous and exacting medical industry standards for maintaining an aseptic space for the administration of healthcare ranging from clinical to surgical. The Federal Procurement Data System Product and Service Code (PSC) for such specialized, aseptic "Healthcare Environmental Cleaning" services are PSC Q901. An ability to meet run-of-the-mill "janitorial" or "custodial" services standards, PSC S201, would not be sufficient to satisfy the complex, extensive, and in most cases mission-essential requirements of the DHA HEC.

1.1.1. Throughout this Performance Work Statement (PWS) and all Task Orders (TOs) issued under the Contract, the following terminology will apply. The Prime Contractor's corporate level staff, including the corporate level staff of the Prime Contractor's teaming partners and subcontractors, will be referred to as "Contractor". Workers performing cleaning and disinfecting duties as set forth in this contract and applicable TO(s) or providing on-site management of such cleaning and disinfecting duties, including employees of the Prime Contractor and its teaming partners and subcontractors, will be referred to as "Contractor Service Providers (CSP)." The term "Contractor Employees" refers to both Contractor Staff and CSP.

1.2. Non-Personal: The services under this contract are non-personal services and are neither inherently Governmental nor closely associated inherently Governmental. The Contractor shall supervise CSP and exercise any employer rights over the CSP performing under this contract including creating time and attendance records for corporate use, CSP appraisals, counseling/reprimand, retraining or performance improvement plans. The Contractor is solely accountable and liable for their employees and is obligated to meet all contract terms and conditions. Additionally, the Prime Contractor retains responsibility for all teaming partners or subcontractors and corporate employees and shall be accountable for their actions and performance.

1.3. Objective: The contractor shall provide HEC services that prioritize infection control while optimizing aseptic cleaning practices in support of DHA's mission of providing quality healthcare in safe, hygienic and aesthetically pleasing MTFs.

1.4. Scope: This Indefinite Delivery, Indefinite Quantity (IDIQ) Contract for HEC services is in support of DHA MTFs throughout Germany, including but not limited to, Landstuhl Regional Medical Center (LRMC) and associated outlying health, dental and veterinary clinics, U.S. Army Medical Department Activity – Bavaria (MEDDAC-B), and associated outlying health, dental and veterinary clinics, Rhine Ordinance Barracks Medical Center (ROBMC) the 86th Medical

Group, Ramstein Air Base, the 52nd Medical Group, Spangdahlem Air Base, and Geilenkirchen NATO Air Base. The Government does anticipate orders at Ramstein Air Base, Spangdahlem Air Base, and Geilenkirchen NATO Air Base within the next 12 months.

The services to be acquired are Healthcare Environmental Cleaning, Linen Laundry Services and Regulated Medical Waste collection. The Government defines HEC services as, "cleanliness, disinfection and aesthetic maintenance of public and patient care spaces within the DHA's MTFs". The Contractor is responsible for the performance of the scope of HEC and linen operations including management activities such as planning, scheduling, cost accounting, report preparation and submission, establishing and maintaining records, quality control, and performance metrics. The regulations, policy guidance, commercial and industry standards, and advisory recommendations cited in Part 7 of the PWS, as well as applicable publications, are required for this effort.

1.4.1. LRMC is a general medical and surgical hospital site at, Landstuhl/Kirchberg, 66849, Germany, and additionally has health, dental and veterinary clinics located in Wiesbaden, Baumholder, Kleber, Pulaski, Landstuhl and over 62 outlying buildings. LRMC is accredited by The Joint Commission (TJC). LRMC is the only U.S. overseas Level I Trauma Center verified by the American College of Surgeons. The Mammography section of the Radiology Department is accredited by the American College of Radiology. The Pathology Department and its USAREUR-AF-sponsored blood bank each have accreditation by their respective national authorities. The mission of LRMC is to provide world-class medicine to the military personnel and their families in safe, clean, and aesthetically pleasing medical treatment facilities (MTFs). The command suite and other administrative support functions such as outpatient records, outpatient pharmacy, primary care unit, and specialty care clinics are located within the complex.

LRMC is the largest American hospital outside of the United States, and the only American tertiary hospital in Europe. We provide primary care, tertiary care, hospitalization and treatment for more than 230,000 U.S. military personnel and their families within the European Command. LRMC is also the evacuation and treatment center for all injured U.S. Service members and civilians, as well as members of 54 coalition forces serving in the Africa Command, Central Command and European Command.

There are 147 beds at LRMC. LRMC also has 218 beds in its Medical Transient Detachment. There are 20 beds at Fisher House. Clinics and Services include Addiction Treatment Facility, Admissions & Dispositions, Allergy/Immunization, American Red Cross, Anesthesia, Anesthesia Interventional Pain Management, Armed Services Blood Program, Army Public/Community Health Nursing, Army Wellness Center Landstuhl, Army Wounded Warrior Program, Audiology Clinic, Behavioral Health, Brace Shop, Cardiology Clinic, Central Materiel Services ,Chaplain (Clinical Pastoral Division) ,Child and Adolescent Psychiatry Services ,Child, Adolescent & Family Behavioral Health Services, Dermatology, Ear, Nose & Throat (ENT), Endocrinology, Family Medicine Clinic, Fisher House, Gastroenterology Clinic, General Surgery Clinic, Hematology & Medical Oncology, Intensive Care Unit, Internal Medicine (Endocrinology/Infectious Disease/Rheumatology/Diabetic, Labor and Delivery, Mammography, Neonatal Intensive Care Unit, Neurology Clinic, Neurosurgery Clinic, Pediatric Clinic, Pulmonary Medicine Clinic, Radiology, Telehealth Program Office, Traumatic

Brain Injury Program, Warfighter Refractive Eye Surgery Program (WRESP), Women's Care Center emergency room, laboratory, obstetrical/gynecology, ophthalmology /optometry, orthopedics, pharmacy, physical therapy, and radiology. The command suite and other administrative support functions such as outpatient records, outpatient pharmacy, admissions and dispositions, primary care unit, and specialty care clinics etc.

1.4.1.1. For HEC services, the U.S. Army Clinics at Baumholder, Kleber, and Wiesbaden, and the Veterinary Clinic at Pulaski Barracks are part of LRMC as listed in LRMC Attachment 6 – Cleaning Requirement Report and LRMC Attachment 7 – Summary of Buildings.

1.4.2. ROBMC is the new Medical Center, located in Weilerbach, Germany. The hospital features nine operating rooms, 120 exam rooms, and 68 beds with a surge capacity of 25 additional beds. The new Medical Center is scheduled to open for patients as early as July 2030. Official dates will be provided later. ROBMC will require cleaning service, Levels I-VI.

1.4.3. MEDDAC-B is an ambulatory medical care service provider with Headquarters Facility located in Vilseck, Rose Barracks, Germany. MEDDAC-B consists of 5 Health Clinics, 5 Dental Clinics, 4 Veterinary Clinics, and other various supported facilities spread across approximately 27,000 square miles within the Bavarian region. MEDDAC-B includes the U.S. Army Health Clinics at Grafenwoehr, Vilseck, Hohenfels, Ansbach and Stuttgart as listed in MEDDAC-B Attachment 6 – Cleaning Requirement Report and MEDDAC-B Attachment 7 – Summary of Buildings. The mission of MEDDAC-B is to provide patient-centered, evidence-based healthcare while maintaining a trained and ready force.

1.4.4. MEDDAC-B provides primary care and medical specialty services for more than 51,000 beneficiaries within the Bavarian region, with a daily average of 825 primary care visits to health clinics and 300 to the dental clinics. Clinics, supported activities and services includes: Pediatric Medicine, Physical Therapy, Occupational Therapy, Optometry, Audiology, Behavioral Health, Gynecology, Neurology, Chiropractor, Dermatology, Child Psychiatry, Orthopedics, Educational and Developmental Intervention Services (EDIS), Sexual Assault Medical Forensic Exam (SAMFE), Aviation Medicine, Tele-Health, Minor Traumatic Brain Injury (MTBI), Preventive Medicine, Army Wellness Center, Pharmacy, Laboratory and Radiology; dental services such as general dentistry, orthodontics, periodontics, endodontic, oral surgery and prosthodontic services. Administrative supportive functions such as Patient Administration, Records and Tri-care are located within the medical facilities.

1.5. Authorized Ordering DoD Agencies. DHA Contracting Activity (DHACA), Healthcare Contracting Division – Southeast (HCD-SE), Branch 6 – Europe, henceforth "Branch-6", will execute and manage subsequent TOs.

1.6. Failure to Provide Services. If the Contractor fails to provide the procured HEC services as required, the Government reserves the right to terminate the contract and to procure such services from a new Contractor. Consistent with applicable laws and regulations. Additionally, the Government will document adverse past performance if this occurs and may use all available

contracting remedies for unacceptable performance, including contract and/or task order termination.

1.7. General Information.

1.7.1. Ordering Period. The contract has one (1) five (5) year ordering period – 15 May 2027 – 14 May 2032.

The Government may issue TOs at any time during the ordering period. TOs may include option periods with performance ending after the ordering period ends.

1.7.2. Performance Locations. The services shall be performed at the LRMC and its outlying clinics (Baumholder, Wiesbaden and Kaiserslautern (Kleber and Pulaski)), Rhine Ordnance Barracks Medical Center and MEDDAC-B clinics (Hohenfels, Vilseck, Grafenwoehr, Ansbach/Katterbach, and Stuttgart). Other performance locations may be identified during contract performance. See Attachment 7 – Cleaning Requirement Report for the level of services required, operational hours, and facility details.

1.7.3. Performance Location Operational Hours.

LRMC and ROBMC. Normal operating hours are 0730 to 1630 local time Monday through Friday, except for the departments that operate 24 hours per day, seven days per week. These departments include the Emergency Room (ER), Sterile Processing, Labor and Delivery, Radiology, Laboratory, Intensive Care, Operating Rooms and wards as identified in Attachment 10. In some areas, due to the volume of personnel and patients, type of operation, or other considerations, cleaning shall be accomplished at times other than during normal operating hours.

MEDDAC-B. Normal hours of operation are Monday through Friday 0730 through 1700. All MEDDAC-B clinics are closed on Saturday, Sunday, and U.S. Federal Holidays. Primary cleaning shall be accomplished outside the normal hours of operation, when patients are not routinely being seen in these areas.

1.7.4. Mission Essential Status. Services under this contract are mission essential. In the event of a planned or unplanned facility closure, full HEC services or limited HEC services may still be required in accordance with policy cited in DFARS Subpart 237.76, Continuation of Essential Contractor Services, and Attachment 3 – Mission Essential Memorandum. (https://www.acquisition.gov/dfars/subpart-237.76-continuation-ofessential-contractor-services).

1.7.5. Holidays. The following is a list of legal U.S. federal holidays as referred to elsewhere in the contract and PWS.

- New Year's Day, January 1st
- Martin Luther King's Birthday, 3rd Monday in January
- Presidents' Day, 3rd Monday in February

- Memorial Day, last Monday in May
- Juneteenth, June 19th
- 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, December 25th

The following is a list of legal German holidays as referred to elsewhere in the contract and PWS:

- 1 January, New Year's Day
- 6 January, Day of Epiphany
- Good Friday
- Easter Sunday
- Easter Monday
- 1 May, Labor Day
- Assentation Day
- White Sunday
- White Monday
- Corpus Christi
- 15 August, Assumption Day
- 3 October Day of German Unity
- 31 October Reformation Day
- 1 Tuesday in November, All Saints' Day / National Unity Day
- 25 December, Christmas Day
- 26 December, Saint Stephen's Day

1.7.6. The Contractor shall provide 24/7 services on U.S. federal holidays and German holidays as a regular working day in MTFs with Labor and Delivery, Mother Baby Units, Neonatal Intensive Care Units (NICU), Emergency Rooms (ER), Dining Facilities, Pathology, Radiology, Medical Surgical Wards, Psychiatric Wards, Surgical Suite and Sterile Processing Departments, Cardiac Catheter Labs, Interventional Radiology, Intensive Care Units (ICU), and Inpatient Wards or Operating Rooms (OR). All other LRMC and MEDDAC-B clinics are not operational and do not require services on U.S. federal holidays.

1.7.7. German holidays, Military training and family days **are not** considered Federal Holidays or planned closures. The Contractor shall provide HEC services on German holidays and military training holidays as a regular working day.

1.7.8. The Government may declare an unplanned closure of a performance location which may reduce performance location manning levels and/or operational hours impacting patient care activities and the need for HEC services. Full HEC services or limited HEC services may still

be required for mission-essential services in accordance with performance location policy and procedures.

1.8. Invoicing. The Contractor shall submit complete and accurate monthly invoices no later than the 5th working day of the following month. Invoices shall be submitted in Procurement Integrated Enterprise Environment (PIEE) / Wide Area Workflow (WAWF) after performance is complete in accordance with FAR 252.232-7006. (https://www.acquisition.gov/dfars/252.232-7006-wide-area-workflow-payment-instructions).

1.8.1. The Contractor shall submit a monthly cleaning report with the monthly invoice in WAWF. The report shall include:

- Total square meters cleaned by service type and room
- Total square meters of stripping/waxing by room
- Total square meters of carpet cleaning by room
- Total square meters of window cleaning by room
- Total number of contingency hours performed by event and room

The report shall be submitted in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 1.

1.8.2. The Contractor shall resubmit a corrected invoice within three (3) business days when the Government rejects it or asks for additional details.

1.9. Mandatory Government Orientation and Training. The Contractor shall ensure personnel complete all Government in-processing requirements and initial/annual training at the performance location No Later Than (NLT) 30 calendar days after the start of work or initial assignment.

1.9.1. The Contractor shall develop and maintain a comprehensive employee orientation and training program for pre-employment, initial, annual refresher, and developmental training of CSP. At a minimum, the training program shall address infection prevention and control, basic bacteriology, use and care of supplies and equipment, regulation reviews, fire prevention, safety, Contractor Procedure Manual, Asbestos Awareness Training, customer service and quality control, and recurring and continuing education for optimal competency. The Government may specify additional training requirements. The Contractor shall execute their training program and ensure completion before assigning/starting CSP to complete services at the performance location. The Contractor shall provide the Government with details on training plans such as method, venue, lesson plans, hours of instruction, schedules, attendance, and training deficiencies as well as CSP training records upon request and in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 2.

1.9.2. Out-Processing Requirements. The Contractor shall notify the Contracting Officer's Representative (COR) when CSP employment status changes occur at least five (5) duty days in advance of the CSP final duty day so that out processing procedures and return of Government-

issued Installation Pass, MTF badge, and/or other local access card/document(s) can be arranged at the performance location in accordance with local procedures. For planned departures, on the final duty day, the Contractor shall ensure the CSP personally brings the Installation Pass, MTF badge, or other Government-issued local access card to the designated Government office so the Trusted Agent (TA) can remove authorized base access per mandatory regulations. For unplanned departures, the Contractor shall notify the COR within one (1) duty day of employee departure.
Additionally, the Contractor shall diligently work with their former employee to surrender their Installation Pass, MTF badge, or other Government-issued local access card/documents and return them to the COR within three (3) duty days of the final duty day and provide the COR with daily updates on the Contractor's progress to retrieve these items and facilitate the Government's process to revoke the former employee's access.

1.9.3. Exercise Participation. The Contractor shall ensure personnel participate in emergency exercises at the performance location, including, but not limited to, active shooter drills, tornado drills, and fire drills.

1.10. Contractor Personnel.

1.10.1. Program Manager. The Contractor shall designate in writing a corporate level Program Manager to oversee the contract terms and conditions, compliance, and performance management within 10 calendar days from contract award and within five (5) business days whenever changes occur to the roster in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 3. The Program Manager position is considered Key Personnel.

1.10.2. Executive Manager(s). The Contractor shall designate in writing to the COR an Executive Manager(s) responsible for management and performance of services, within 10 calendar days from contract award and no later than five (5) business days before changes occur to the roster in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 4. The Executive Manager(s) shall meet or exceed the following:

Certified by the AHE as a Certified Healthcare Environmental Services Professional (CHESP) per AHE https://www.ahe.org/designations/chesp) or the International Executive Housekeeper's Association (IEHA) as a Certified Environmental Services Executive (CESE) per IEHA (https://www.ieha.org/) or hold a "Meisterbrief of Hauswirtschaft" or "Meister im Gebäudereiniger-Handwerk" with the German Handwerkskammer Organization and Desinfector, and meet requirements of DIN Norm 13063 and the German (KRINKO/RKI) All certifications shall be maintained active and current throughout the term of the contract. The Executive Manager(s) shall possess a minimum of five (5) years of HEC experience within the last seven (7) years in a medical facility with inpatient, outpatient, and surgical specialties of the size as in LRMC. The Government will not accept experience in general custodial or janitorial environments. Specific experience shall indicate that the Executive Manager(s) directly managed HEC services and performed at an MTF or commercial healthcare facility of comparable size and services such as LRMC, excluding its outlying clinics. Shall be fluent in

English and the host nation language (German) and shall be able to read and write in both languages.

1.10.2.1. Executive Manager(s) positions are considered Key Personnel. Resumes and certifications shall be submitted to the Contracting Officer (KO) and COR within 10 calendar days of contract award and no later than 15 business days before changes occur to the roster in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 5.

1.10.2.2. The contractor shall provide the COR telephone numbers for the Executive Manager(s) during duty and non-duty hours. The Executive Manager(s) shall be available to meet telephonically with the COR during normal operating hours. In the event of telephonic unavailability, the Executive Manager(s) shall return the call within 30 minutes. The Executive Manager(s) shall be available to meet with the COR on site during normal operating hours within 12 hours of notification.

1.10.2.3. The Executive Manager shall execute the Contractor's Quality Control Plan (QCP) activities and develop/submit inspection reports and corrective action plans to resolve performance discrepancies, to measure and ensure quality performance during the contract. The QCP shall describe the surveillance methodology for quality management, and approaches used under this contract.

1.10.3. On-Site Management. The Contractor shall designate in writing to the Contracting Officer (KO) and COR a primary and an alternate On-Site Manager responsible for management and performance of LRMC and its outlying clinics to be present at LRMC. The Contractor shall designate in writing to the Contracting Officer (KO) and COR and a primary on-site manager for MEDDAC-B at Vilseck, no later than 10 calendar days from the start of the phase-in period and no later than five (5) business days before changes occur to the roster in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 6. The primary and alternate POC are considered on-site management.

1.10.3.1. The Contractor identified On-Site Managers shall have the authority to act on behalf of the Contractor for any performance-related matters, provide supervision of on-site personnel, oversee/manage of day-to-day operations, and ensure completion of HEC and other PWS requirements. For On-Site Managers, the Government will accept a completed apprenticeship - "Gesellenbrief" certified in the building cleaning trade or Housekeeping (abgeschlossene Berufsausbildung als Gebaeudereiniger/in oder Hauswirstschafter/in). All certifications shall be maintained active and current throughout the term of the contract. On-Site Managers shall possess a minimum of five years' housekeeping experience with a minimum of three years of specific hospital housekeeping experience. Specific experience shall include direct management of HEC services at an MTF of comparable size and services to LRMC or MEDDAC-B, commensurate to the manager's place of performance. On-Site Managers shall be fluent in English and the host nation language (German) and shall be able to read and write in both languages.

1.10.3.2. On-Site Manager positions are considered Key Personnel. Resumes and certifications shall be submitted to the COR no later than 10 calendar days from the start of the phase-in period and no later than five (5) business days before changes occur to the roster in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 7.

1.10.3.3. The contractor shall provide the COR with phone numbers for the On-Site Managers during duty and non-duty hours. On-Site Managers shall be available to communicate with the COR in person or over the phone during the duty hours. Outside these hours, the Contractor shall provide a notification process to the COR for after-hours notifications. If required, On-Site Managers will be at the performance location after-hours within two (2) hours of receiving notification.

1.10.4. On-site Supervisory. The Contractor shall provide on-site supervisory personnel (position titles such as, "Group Leader," "Shift Supervisor") available to communicate with the COR in person or over the phone during duty hours. Such supervisory personnel shall be qualified IAW DIN 13063.

1.10.5. Shift Supervisors

LRMC and ROBMC:
- Day Shift: On-Site Managers (primary and alternate) and Shift Supervisors: 0700 – 1600 hrs.
- Linen Shift Supervisor and Linen staff members: 0700 – 1600 hrs.
- Evening shift: Shift Supervisor shall be on site from 1600 – 2400 hrs.
- Night shift: Shift Supervisor shall be on site from 2400 – 0700 hrs.

Wiesbaden, Baumholder:
- Day Shift: Shift Supervisor hours: 0700 – 1600 hrs.
- Evening shift: Shift Supervisor hours: 1600 – 2400 hrs.
- CSP shall remain on site for the entire duration of cleaning time during the day shift within the health and combined health/dental clinic operating hours: 0700-1600 hrs.

MEDDAC-B (Vilseck):
- Day Shift: On-Site Management and Shift Supervisors hours: 0800 – 1600 hrs.
- Evening shift: Shift Supervisors shall remain on site for the entire duration of cleaning time during the evening shift within the health and combined health/dental clinics from 1500-1900 hrs.

MEDDAC-B (Hohenfels, Ansbach/Katterbach, Stuttgart, Grafenwoehr):
- Day Shift: Shift Supervisors hours: 1000 – 1400 hrs.
- Evening shift: Shift Supervisors shall remain on site for the entire duration of cleaning time during the evening shift within the health and combined health/dental clinics 1500-1900 hrs.

1.10.6. Staffing Plan. The contractor's staffing plan describes all staffing policies and procedures and includes specific narrative details and/or descriptions of the Basis of Estimate

(BOE) used to estimate the Productive Hours proposed. The plan shall include the staffing chart in Exhibit B. The chart shall list the productive Hours proposed by Service Level (e.g., Service Level I, II, III, etc.); Labor Category (e.g., Housekeeper, Floor Care, Linen Handler, etc.), and Shift (1st or 2nd) proposed for each building. The Staffing Chart shall also include the Total Productive Hours, and the Proposed Staffing Levels based on a Full-Time Equivalent (FTE) of Productive Annual Hours per FTE (estimated by tariff agreement). The Government intends to incorporate the Staffing Plan and Chart into the TOs.

1.11. Contractor Service Providers (CSP).

1.11.1. Workers performing cleaning and disinfecting duties as set forth in this contract or providing on-site management of such cleaning and disinfecting duties, including employees of the Prime Contractor and its teaming partners and subcontractors, will be referred to as CSP. CSP shall perform duties and comply with all DoD, DHA, military service, and MTF policies and instructions which may be further defined in the TO PWS. CSP shall be qualified IAW DIN13063. CSP include the below positions.

1.11.2. Housekeeper Personnel perform all cleaning tasks other than periodic floorcare in all Service Levels in accordance with Part 5 of the PWS, Specific Tasks. This includes, but is not limited to, windows, furnishings, curtains and blinds, mirrors, water fountains, dispensers, ceilings, and light fixtures. Housekeeper Personnel includes CSP position titles such as, but not limited to, “Housekeeping,” “Housekeeper,” “Cleaning Staff”.

1.11.3. Floor Care Personnel use cleaning equipment, including automatic floor machines, commercial vacuums, wet mops, large wringers and other necessary equipment, tools, chemicals, and supplies for periodic floor care. This CSP will include floor stripping/waxing and carpet shampooing in all Service Levels in accordance with Part 5 of the PWS, Specific Tasks. Floor Care Personnel includes CSP position titles such as, but not limited to, “Floor Tech,” “Floor Stripper.”

1.11.4. Quality Control (QC)/Team Leader. QC/Team Leader Identifies and troubleshoots equipment problems, defects, maintenance, security, safety, and cleanliness issues. QC/Team Leaders will participate in routine inspections and are required to maintain a clean and safe work environment and may schedule housekeeping team for cleaning duties. QC/Team Leaders conduct inspections to ensure that services and/or processes meet regulatory or industry standards and are responsible for inspecting designated rooms and/or public areas. QC/Team Leader includes CSP position titles such as, but not limited to, “Group Leader,” “Shift Supervisor.”

1.11.5. Regulated Medical Waste (RMW) Personnel. RMW Personnel are trained personnel who collect RMW from pick up locations and move securely to designated areas in accordance with Paragraph 5.14. of the PWS. RMW Personnel includes CSP position titles such as, but not limited to, “Waste Removal,” “Waste Handler.”

1.11.6. Linen Handler Personnel. Linen Handler Personnel collect, transport, and receive clean linen, remove used linen, inventory, and distribute linen in the performance location in

accordance with Paragraph 5.15. of the PWS. Linen Handler Personnel includes CSP position titles such as, but not limited to, “Soiled Linen Handler,” “Linen Distributor.”

1.12. Removal from Contract Work.

1.12.1. The Government may direct the Contractor to immediately remove any CSP from the performance location, either temporarily or permanently, when the KO determines that the behavior of the CSP is contrary to the public interest, inconsistent with the best interests of security, or demonstrates a risk to the health, safety, security, general wellbeing, accomplishment of the work, or operational mission of the facility and its population. Government issued identification (cards and/or badges) shall be collected by the Contractor before departure of the CSP.

1.12.2. The KO will make all determinations regarding the removal of any CSP except under certain conditions. When the KO is not available, either during the duty day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population, the COR will have the authority to request immediate, removal of the CSP from the performance location. Any CSP removed from contract work shall be required to leave the performance location immediately. Government issued identification (cards and/or badges) shall be collected by the Contractor before departure of the CSP.

1.12.3. Law enforcement officers of the Military Police / German Police /US Army/Airforce will have the authority to immediately remove any CSP from the performance location when delay in removal would not be in the best interest of the Government, security, or is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population. The KO and COR will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The KO will make all official notifications to the Contractor.

1.12.4. The Contractor shall meet the terms and conditions of the contract, to include the standards in the PWS, regardless of CSP removal from the TO performance location.

1.13. Continuing Education Units. The Contractor, at their own expense, shall ensure CSP continue to meet the minimum continuing education requirements to maintain any required certifications. The Contractor shall ensure all training or education for CSP is obtained at no cost to the Government.

1.14. Communication. The Contractor will ensure that all Key Personnel are able to speak, read, write, and understand the English and Host Nation language (German). The contractor will ensure that all CSP can speak, read and understand the English and Host Nation language (German) and can communicate with government personnel.

1.15. Dress and Appearance. The Contractor shall ensure all CSP wear distinctive uniforms, to include safety shoes, and have a badge or monogram with the contractor's name on it while performing duties in accordance with Paragraph 4.5.1. of the PWS. CSP shall present a well-

groomed appearance and shall not wear artificial nails, tips, or nail extensions. CSP shall comply with Center for Disease Control and Prevention's (CDC) Guideline for Hand Hygiene in Health-Care Settings. Fingernails shall not exceed one-quarter inch in length and shall be clean and free of dirt. CSP must be free of strong odors to include but not limited to cigarettes, vaping products, strong perfumes, etc. If this is identified, the CSP must immediately change to avoid health issues within the clinic staff or its beneficiaries. The COR, KO, or MTF Director can determine clothing does not meet aseptic cleaning standards and require it to be changed at any time.

1.16. Health Requirements.

1.16.1. The Contractor shall comply with all health requirements in the contract. At least 10 calendar days prior to start of work at the performance location, the Contractor shall provide documentation certifying health requirements such as immunizations, annual vaccinations, medical testing (for example, tuberculosis), and physical examination at the time of initial placement and annually thereafter for all CSP as required in the TO and in accordance with Part 8 of the PWS, Section 8.2. Contractor Deliverables, Deliverable No. 8. The expense for all health requirements, to include monitoring and tracking annual requirements, shall be borne by the Contractor at no additional cost to the Government.

1.16.2. Annual Immunizations. The Contractor shall ensure CSP are immunized annually with the seasonal influenza vaccine, and any other vaccine recommended by the Advisory committee on Immunization Practice (ACIP) of the CDC for healthcare workers or service/MTF specific guidance as outlined in DoDD 6205.02e, Policy and Program for Immunizations to Protect the Health of Service Members and Military Beneficiaries. The annual influenza vaccine shall be provided by the Contractor, at no cost to the Government, and provide proof of vaccination to the Government. If the CSP declines vaccination, a signed declination form will be provided to the COR in accordance with CDC recommendations and MTF policy. The Contractor shall maintain their own process and system of tracking the currency of health immunizations and shall not rely on the Government to ensure their employees comply. The Contractor shall provide that status of the CSP immunizations to the COR at the Government's request.

1.16.3. In those areas where there is a higher risk of transmission of tuberculosis, MTF policy may direct CSP be tested more frequently at no cost to the Government. The Contractor shall ensure CSP receive screening and testing in accordance with local health regulatory requirements for the industry. Submit timely confirmation of subsequent screening or testing to the COR.

1.16.4. The Contractor shall ensure CSP participate in the MTF's Blood Borne Pathogen Program, which outlines the post blood borne exposure protocols for testing, treatment, and monitoring.

1.16.5. The MTF will not perform any medical tests or procedures required by the contract for non-beneficiaries except in the rare case of post-exposure in accordance with DoD regulations and CDC guidelines or recommendations. Except in the case of post-exposure such as post blood borne exposure or occupational exposure such as the Thermo-luminescent Dosimetry

monitoring program, expenses for all required tests and/or procedures shall be borne by the Contractor or CSP, not the Government. In emergency circumstances only.

1.16.6. The Contractor shall notify the Government of health issues or hazards identified in their Safety Program in accordance with Paragraph 1.17. of the PWS. The Government may also notify the Contractor management staff of known work hazards. If work hazards exist, it will be the Government's decision whether the CSP continues to work in the environment and/or if temporary accommodations will be made.

1.16.7. The Contractor shall immediately remove Contractor personnel identified or suspected as infectious to patients or staff following a Government assessment and in accordance with CDC, federal, state, or local health department guidelines. The Contractor shall present a medical release or certification to return to work at least seven (7) calendar days prior to placing the CSP on the schedule.

1.17. Access and General Protection/Security Policy and Procedures Installation Access.

1.17.1. The Contractor shall ensure all personnel performing services under this contract comply with DoD, DHA, and local security policies and procedures. The Contractor shall ensure compliance with the provisions set forth below. For purposes of FAR 52.204-9, (https://www.acquisition.gov/far/52.204-9), the Government will designate a Trusted Agent (TA) for this contract. The Government reserves the right to amend or supplement these provisions pursuant to the FAR 52.212-4(c) clause in the contract. (https://www.acquisition.gov/far/52.212-4).

1.17.2. Access and General Protection/Security Policy and Procedures. All contractor and sub-contractor CPS performing tasks on this PWS shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures which will be provided to the contractor by a government representative within five working days of contract award (see Attachment 2 – Installation Access Regulations). The contractor shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or the Installation Security Office. CSP shall comply with all personal identity verification requirements as directed by DOW, agency policy and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in contractor security matters or processes.
The Contractor shall be aware of and comply with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control System (IACS) processing requirements. See Attachment 2 – Installation Access Regulations for AE Reg 190-16A).

1.17.3. The Contractor shall conduct initial personnel background investigations and annual revalidation background checks in accordance with their company's internal human resource management procedures to ensure candidates for positions under this contract are and remain

suitable to perform on Federal installations and are free of derogatory histories that may result in disqualifying findings. The Contractor shall provide the COR at the performance location a letter for everyone that will be performing HEC services under this contract verifying the completion of the background check and a copy of the results before requesting Government installation access. All documents shall be submitted to the COR NLT 30 days after the start of the phase-in period, in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 9.

1.17.4. CSP will not be allowed to start before the investigation is complete and all required forms are submitted to the COR. The Government will not begin the investigation process until all forms are received and accepted. The investigation process takes approximately 30 days to complete.

1.17.5. The Contractor shall advise their CSP that a favorable investigation result is required as a condition of employment under this contract. If a background investigation results in an unfavorable finding, the CSP will not be granted access to the installation or facility.

1.17.6. Temporary access to the installation may be granted after a favorable local background investigation is completed by the contractor, pending a favorable U.S. Security background check and subject to the same. CSP will be removed if the final investigation results in an unfavorable conclusion.

1.17.7. At least 30 days before expiration, the Contractor shall contact the COR to renew installation access. If security measures change, the contractor will be informed of changes and procedures to follow which may include base access restrictions and escort requirements.

1.17.8. The Contractor is responsible to ensure CSP maintain valid and up to date installation access credentials. The requirements under this contract are not affected by expired or loss of installation access privileges.

1.18. Safety Program.

1.18.1. The contractor shall develop and maintain a safety program in compliance with Public Law 91-596, Occupational Safety and Health Act (OSHA), and applicable local safety regulations. Including AMS Bau certificate and ISO 45001 at a minimum, the Contractor's safety program shall address exposure control, fire protection, accident, injury, and incident prevention, and environmental cleaning in areas containing asbestos materials. The Contractor shall provide plans and safety records upon request by the COR or whenever cleaning operations are scheduled at the performance location for areas that are not easily accessible such as ceilings, light fixtures, high reach dusting in accordance with Paragraphs 5.5. and 5.8 of the PWS. The Government reserves the right to inspect program details for compliance during the life of the contract. The Contractor shall submit deliverables in accordance with Part 8 of PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 10.

1.18.2. The Contractor shall submit safety program details annually, or each time the document is updated. The Contractor shall submit safety program details to the COR upon request.

1.18.3. The Government will ensure that the linen laundry storage is properly equipped and ventilated to minimize the dissemination of microbial contaminants. The ventilation system shall include adequate intake, filtration, exhaust in accordance with local, state, and federal regulations.

1.19. Quality.

1.19.1. The Contractor shall develop, maintain, and execute a Quality Control Program (QCP) in accordance with ISO 9001:2015 applicable to all performance locations. The Contract-level compliance document accepted during source selection and incorporated in resultant contract will be applicable to all subsequent TOs.

1.19.2. The Government will evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP). The Government may revise the QASP as necessary during the contract performance period.

1.19.3. The Contractor shall submit a written monthly report of inspection activities, results, and corrective actions for each performance location to the COR not later than the fifth calendar day of the following month or the first business day following a weekend or holiday, in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 11. The Contractor shall complete all portions of the report template. The report template will include the following:

- Service Level
- Building/room
- The day and shift the cleaning was completed
- Inspection date and time
- Inspector's Name
- Results/findings
- Action taken

1.19.4. The Contractor shall resubmit a corrected monthly report within three (3) business days if the Government rejects the deliverable report or asks for additional details.

1.20. Key Control

1.20.1. The Contractor shall maintain the approved key control procedures for Government-issued keys in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 12. The Contractor shall orally report NLT one (1) hour after discovery of any lost, stolen, or duplicated keys to the COR followed by a written report within 24 hours. If lost during hours when COR is not available, the oral report shall be given to the Administrative Officer of the Day (AOD) and followed up on the next business day with a written report to the COR.

1.20.2. If keys, other than master keys, are lost, stolen, or duplicated, the Contractor shall, upon direction of the KO, reimburse the Government for the cost to re-key or replace the affected lock or locks. The Government may re-key or replace the affected lock or locks, at its option. In the event a master key is lost, stolen, or duplicated, all locks and keys for that area shall be replaced by the Government and the cost shall be paid by the Contractor.

1.20.3. The Contractor shall prohibit the use of Government-issued keys by any persons other than COR-authorized CSP engaged in the performance of assigned work under this contract. The Contractor shall ensure CSP unlock only the doors and windows necessary for the cleaning function. The Contractor shall prohibit the opening of locked areas to permit entrance of other persons, than contractors CSP engaged in the performance of assigned work in those areas or personnel authorized entrance by the COR.

1.20.4. The Contractor shall ensure CSP do not leave unlocked rooms or areas unattended or unlocked during the cleaning process. CSP shall lock all doors when they finish the cleaning process unless the door is found unlocked.

1.20.5. The Contractor shall ensure CSP report problems with locking doors or windows to the COR.

1.21. Other Information

1.21.1. In addition to the Government's rights to information and technical data, the Government has the rights to use and distribute for any Government purpose any and all information, technical data, produced in the performance of this contract, including the any software required to prepare or read any reports or other information or technical data prepared within the scope of this contract. Such information and technical data, may not be published, distributed, sold, or otherwise used by the Contractor without prior written permission from the COR. This right does not abrogate any other Government rights.

1.21.2. Restriction on the Use of Government-Affiliated Personnel. The Contractor shall not employ any person who is an employee of the United States Government. The Contractor shall not employ any person who is an employee of the DoW, either military or civilian.

1.21.3. Use of Non-Compete Clauses (or employment agreements). The Contractor shall not limit the employment of CSP by another Contractor beyond the PoP's identified in TOs. If Contractors are found to use such non-compete clauses during and beyond the period of task order performance, it may render them ineligible for future contract awards.

1.21.4. Confidentiality of Information. Unless otherwise specified, all financial, statistical, personnel, and/or technical data, which is furnished, produced, or otherwise available to the Contractor management staff or CSP during the performance of this contract are considered Government confidential business information and shall not be used for purposes other than performance of work under this contract. The Contractor and/or the CSP shall not release any of the above information without prior written consent of the KO. All personal identifiable

information, medical records, medical data, and reports remain the property of the Government. CSP faces potential liability if any sensitive information is removed or released outside this organization.

1.21.5. Patient lists and any medical treatment information, no matter how developed or observed by the CSP, shall be treated as confidential information in accordance with the Privacy Act and the Health Insurance Portability and Accountability Act (HIPAA). Lists and/or names of patients, or treatment information, shall not be disclosed to or revealed in any way for any use outside the MTF, except through MTF-specified processes.

1.21.6. The Contractor shall ensure that CSP notifies the Contractor's On-Site Management if they receive any inquiries or complaints from patients, staff, or interested third parties. On-Site Management staff shall notify the COR within one (1) hour during normal duty hours or the next duty day if received after hours. The Contractor or CSP shall not respond to any media or other inquiries seeking Government information.

1.21.7. Organizational Conflict of Interest. An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. FAR 9.502 (https://www.acquisition.gov/far/9.502).

1.21.8. Emergency Health Care. The Government may provide emergency health care for CSP having injuries or life-threatening medical emergencies while conducting services at the performance location. The Contractor shall reimburse the Government for medical services provided in any case that CSP are not covered by workers' compensation insurance, other health insurance, or the individual is a military beneficiary entitling them to Government healthcare services.

1.21.9. Contract Termination. The Government is permitted to terminate a contract for commercial services either for the Convenience of the Government, FAR 52.212-4 (l) (https://www.acquisition.gov/far/52.212-4), or for Cause, FAR 52.212-4 (m). This in no way modifies the rights and responsibilities of the Government or Contractor under the FAR clauses above, or the authority provided by the FAR in the Disputes Clause or Changes Clause. By submitting a proposal under the original solicitation for this requirement, the Contractor agrees (as under a bilateral agreement) to be bound by the terms and conditions of this clause.

PART 2

DEFINITIONS AND ACRONYMS

2. Definitions. In addition to the terms defined in FAR 2.101, DFARS 202.101, (https://www.acquisition.gov/far/2.201), and DHA Procurement Policies, Procedures, and Guidance, the following terms, used throughout this Contract-level PWS and in the TO-level PWS of TOs issued under this Contract, are understood to be contract terms and, when interpreting this contract and TO issued thereunder, they shall to the fullest extent practicable be given the below listed specific definitions.

2.1.1. Acceptable Quality Level (AQL). AQL is the maximum allowable percentage of deviation from perfect performance for an individual service output.

2.1.2. Administrative Contracting Officer (ACO). Program-level Contracting Officer who provides overall contract oversight for all DoD performance locations on a corporate-wide basis, issues Contract Deficiency Reports when appropriate, and serves as the reviewing official for Contractor's annual performance metrics and periodic Performance Confidence Assessments.

2.1.3. Asbestos-Containing Material (ACM). Any material containing more than 1% asbestos. Presumed Asbestos Containing Material includes thermal system insulation and surfacing material found in buildings constructed no later than 1980.

2.1.4. Aseptic Cleaning. This is the removal of soil and/or grime from the surface in accordance with total disinfection standards, policies, and procedures to control and eliminate infections. Cleaning practices and manners are designed to render and maintain objects and areas maximally free from disease causing microorganisms.

2.1.5. Backup Personnel. Contractor personnel that are needed for cleaning requirements and are not already on duty at the performance location.

2.1.6. Between-Case Cleaning. The surgical and labor and delivery room clean up tasks performed at the end of each scheduled or unscheduled case.

2.1.7. Bloodborne Pathogens Standard. The OSHA standard to eliminate or minimize occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), and other blood borne pathogens. (https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1030).

2.1.8. Business Day. A weekday, including Monday, Tuesday, Wednesday, Thursday, or Friday, during which the office of the KO/COR is open for business. This does not include Saturdays, Sundays, or any days that are Federal holidays. It also does not include any day on which weather or other conditions cause the closing of the KO/COR's office, as appropriate, for more than four (4) hours between the normal agency opening of business and the normal agency closing of business that day. Unless otherwise stated, the normal agency opening of business is presumed to be 7:00 a.m. (0700 hours) and the closing of business is presumed to be 5:00 p.m. (1700 hours), local time.

2.1.9. Certification. An official recognition by a national agency or association that the individual worker has successfully completed an approved education program or evaluation process. This includes formal processes designed to assess the knowledge, experience, skills, and abilities required to provide quality services.

2.1.10. RESERVED.

2.1.11. Consumable Supplies. Items that are consumed or otherwise utilized in the normal course of operations.

2.1.12. Contingency Cleaning Services. Unforeseen circumstances or events such as post-construction or renovation projects or emergency cleaning of a specific area or National Health Emergencies that may be required in a DHA facility but cannot be forecasted with certainty. Contingency response by CSPs may be required (over and above routinely scheduled work) to perform housekeeping related functions that facilitate patient and staff welfare and safety in the building as a result of mass casualty situations or natural disasters. Examples include facility defects, fire, mass illness or an injury situation. The hospital should be maintained, as closely as possible, in a hygienically clean condition during emergency situations.

2.1.13. Contract Discrepancy Report (CDR). A report that requires the Contractor's response when performance is unsatisfactory. The CDR requires the Contractor to explain, in writing, why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of problems will be prevented.

2.1.14. Contract-level Performance Requirements. The Contract-level performance objectives outlined in Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.1, Performance Requirement Summary, that the Contractor must meet to be considered a satisfactory performer.

2.2.15. Contract Service Provider (CSP). Worker performs cleaning and disinfecting duties under this contract or provide on-site management. A non-government employee under contract or working for a firm under contract with the DOD, or Uniformed Services.

2.1.16. Contractor Performance Assessment Reporting System (CPARS). The Government system for reporting Contractor performance records is in accordance with FAR 42.1502 and 42.1503. (https://www.acquisition.gov/far/42.1502).

2.1.17. Contracting Officer (KO). The individual with the authority to enter, administer, and/or terminate contracts. The KO is the exclusive Government official authorized to execute changes and authorize deviations or variations from the contract.

2.1.18. Contracting Officer's Representative (COR). The subject matter expert and KO's point of contact at the task order level who provides oversight of Quality Assurance, Contractor performance, Quality Control activities, and Acceptable Quality Levels (AQL). This person is designated in writing by the KO to be responsible for quality assurance and quality control surveillance documentation monitoring to support the Contractor Performance Assessment Reports.

2.1.19. Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The terms used in this contract refer to the Prime company, their subcontractors or teaming partners, and their corporate-level employees.

2.1.20. Critical Care Areas. Areas where the threat of nosocomial infection is the greatest, which include (but are not limited to) surgery, recovery, intensive/critical care, labor/delivery areas, infant nursery, and central sterile supply areas. These areas are sometimes described as cap and gown areas, behind the red line, or behind the double doors.

2.1.21. Day. Unless otherwise specified (for example, "Business Day," "Duty Day"), "day" means "calendar day." In the computation of any period, the day of the act, event, or default from which the designated period of time begins to run is not included; and the last day after the act, event, or default is included unless the last day is a Saturday, Sunday, Federal holiday; or in the case of a filing of a required deliverable or other paper contemplated under the contract or TO, the last day is a day on which weather or other conditions cause the closing of the KO/COR's office, as appropriate, for more than four (4) hours between the normal agency opening of business and the normal agency closing of business that day. Unless otherwise stated, the normal agency opening of business is presumed to be 7:00 a.m. (0700 hours) and the closing of business is presumed to be 5 p.m. (1700 hours), local time. "Filed" means the complete receipt of any document by the agency before its normal close of business.

2.1.22. Lock-in Personnel and Dedicated Personnel. Contractor employees assigned to a specific Service Level I area are locked-in and shall respond to service calls within 10 minutes or less from notification for Service Level I cases during all operating hours listed in LRMC's Attachment 10 – Workload Data. Contractor employees assigned to Service Level II areas are dedicated. The Contractor shall respond to all service calls in Service Level II areas within 15 minutes. Dedicated areas are areas where work can be continuous, and failure to provide timely housekeeping services affects the healthcare mission.

2.1.22.1. **Lock-In Area.** An area in which the CSP is confined during their operational shift. Lock- In areas are generally limited to operating rooms and labor/delivery areas (Service Level I Service/Critical Care Areas) where movement in and out of the area is restricted. Hospital scrub uniforms are required to be worn, work is continuous, and failure to provide timely HEC services affects the healthcare mission of the area.

2.1.22.2. All LRMC Service Level I ORs and Labor and Delivery rooms in Building 3711, as listed in LRMC Attachment 7 – Cleaning Requirement Report, require lock-in personnel. These personnel are confined to the Surgery Ward and Labor and Delivery Ward. The list of room numbers to which the personnel are locked-in are listed below. Locked-in personnel may perform other than Service Level I cleaning within the wards while locked-in but must meet the service call response time 5.3.1.1.

- A203
- A216A
- A216A
- B203
- B204
- B208
- B211
- B217
- B222

- B223
- B227
- B300A
- B302
- B303
- B304
- B306
- B308
- B310
- B311
- B312
- C300A
- C317
- C318
- C321
- C322
- C324

2.1.23. Deliverable. Anything that can be physically or electronically delivered, including non-manufactured things such as meeting minutes, reports, QCPs, qualifying documentation, etc.

2.1.24. Diffusers. The outside (the part accessible to cleaning without removal) of Heating Ventilation and Air Conditioning (HVAC) registers, grills, and covers.

2.1.25. Dilution Control Dispenser System. Dilution control dispensers work with system-specific concentrated cleaning chemicals and help reduce chemical exposure to workers. Dispensers supply a concentrated chemical from one hose and add water from another hose, then portion out the liquids to produce a diluted solution. Diluted solutions are delivered directly to containers including mop buckets, spray bottles, sinks, and floor machine reservoirs. These dispenser systems reduce chemical exposure and direct contact to workers.

2.1.26. Disinfection. A process that eliminates many or all pathogenic microorganisms, except bacterial spores, on inanimate objects. In healthcare settings, objects usually are disinfected by liquid chemicals or wet pasteurization. Unlike sterilization, disinfection is not sporicidal.

2.1.27. Disinfection Cleaning. Falls between the processes of physical cleaning and sterilization for the elimination of disease-producing microorganisms, but not spores, from inanimate objects via pasteurization or liquid chemicals. The goal is to create a clean, safe, attractive environment for patients, staff, and visitors.

2.1.28. Dispenser. A dispensing container or machine which stores and releases products in single usage portions. Dispensers under this definition include but are not limited to paper

towel dispensers, toilet paper dispensers, toilet seat cover dispensers, lotion, hand sanitizer, soap, dispensers.

2.1.29. Dry Weight. Weight of cleaned processed linen that is dry to the touch.

2.1.30. Duty Day. On a day that any portion of the MTF is open for patient care.

2.1.31. Environmental Cleaning Services Area. A dedicated space for preparing, reprocessing, and storing clean or new environmental cleaning supplies and equipment, including cleaning products and PPE. Access is restricted to cleaning staff and authorized personnel.

2.1.32. Facility Defect. Flaws in the physical building/facilities caused by age, breakdown, damage, or other causes. These may be cosmetic or causing further damage to personnel. Defects will be identified as non-emergency or emergency based upon urgency of repair.

2.1.33. Facility Defect – Non-Emergency. For example, but not limited to, dripping faucet, loose window screen, graffiti, blinds, and coverings that are not operating properly, broken windows, faulty light fixtures, or broken molding.

2.1.34. Facility Defect – Emergency. For example, but not limited to, broken water pipes, gas leaks, or other unsafe or unhealthy conditions in the performance location that threatens the safety of staff and patients.

2.1.35. Full-Time Equivalent. The ratio of the required number of hours a full-time CSP should perform in a 12-month period.

2.1.36. Government Items Available for Contractor Use. Items that are incidental to the place of performance, when the contract requires Contractor personnel to be located on a government site or installation and when the property used by the Contractor within the location remains accountable to the Government (for example, office space, desks, chairs, telephones, computers, fax machines).

2.1.37. Government Property. Government Property (GP) is defined in the Contract's Government Property clause, FAR 52.245-1 (https://www.acquisition.gov/far/52.245-1), GOVERNMENT PROPERTY (SEP 2021). As used here, GP means all property owned or leased by the Government. Consistent with that definition, GP includes material, equipment, special tooling, special equipment, and real property.

2.1.38. Hard Surface Floors. Floor surfaces that do not require application or removal of floor finish or polishing. Examples include grouted tile floors in restrooms and utility rooms.

2.1.39. Healthcare Associated (Acquired/Nosocomial) Infections. Infections that patients acquire during receiving treatment for other conditions or that staff acquire while performing their duties within a healthcare setting.

2.1.40. Hospital Grade Disinfectant. A disinfectant registered with the Environmental Protection Agency (EPA) for use in hospitals, clinics, dental offices, or any other medical-related facility. They have proven effectiveness minimally against Salmonella choleresis, Staphylococcus aurous, and Pseudomonas aeruginosa. (https://www.google.com/search?q=HOSPITAL+GRADE+DISINFECTANT+EPA+STANDARD).

2.1.41. Healthcare Environmental Cleaning Procedure Manual (HECPM). Manual published and maintained by the Contractor for use by its employees as a guide in performing environmental cleaning functions required by this contract. It defines the equipment, products, time, steps, and procedures to use/follow to achieve acceptable results and was approved during the source selection for contract award for use on subsequent TOs. The Contractor may revise the Contract-level compliance document with the approval of the KO.

2.1.42. Healthcare Environmental Cleaning (HEC) Services. The DHA program to oversee the cleanliness, disinfection, and aesthetic maintenance of public and patient care spaces within DoD Medical Treatment Facilities to develop and maintain a sanitary and safe environment that will facilitate the patient care mission.

2.1.43. Infection Prevention/Control (IP/C) Committee. A designated group of hospital staff responsible for monitoring the total Infection Prevention and Control Program within the medical facility.

2.1.44. Infection Control Committee (ICC). A designated group of hospital staff responsible for monitoring the total infection control program within the medical facility. (Housekeeping is considered part of the total infection control responsibilities by The Joint Commission (TJC) and The Surgeon General.)

2.1.45. MTF In processing. In-processing at the MTF is a government activity that records the CSP as an authorized worker under the contract, completes security investigation requirements, conducts health/immunization review, issues MTF badge(s), and schedules required Government training.

2.1.46. Key Personnel. Contractor personnel identified to oversee contract compliance, performance management, and designated on-site management.

2.1.48. Military Medical Treatment Facility (MTF). The collective term refers to the integrated medical, dental, veterinary, and other healthcare services at a specified installation.

2.1.49. RESERVED.

2.1.50. Orientation. Contractor responsibility that gets their employees familiar with their duties and the work location.

2.1.51. Patient Discharge Cleaning. See Terminal Cleaning.

2.1.52. Personal Protective Equipment (PPE). A variety of barriers are used alone or in combination to protect mucous membranes, skin, and clothing from contact with infectious agents. PPE includes, but is not limited to, gloves, masks, respirators, goggles, face shields, and gowns.

2.1.53. Planned Closure. Non-performance day(s) that the Government designates as a planned facility closure. Planned closures may vary by MTF.

2.1.54. Quality. The degree of adherence to required performance standards and successfully achievement of performance outcomes.

2.1.55. Quality Assurance. The Government's procedures to verify that services performed by the Contractor meet or exceed acceptable standards.

2.1.56. Quality Assurance Surveillance Plan (QASP). A written Government document that provides a systematic methodology for surveillance of Contractor performance.

2.1.57. Quality Control Plan (QCP). The Contractor's written plan and procedures to identify, prevent, and correct unacceptable performance. A single plan will be maintained at the Contract-level and incorporated into all subsequent TOs.

2.1.58. Random Sampling. A methodology of selecting areas to be inspected which guarantees that no prejudicial factors predispose one area to be inspected over another. The methodology used is "Sampling with Replacement" meaning that an area, once selected, is returned to the pool, and could be selected again with infinite frequency.

2.1.59. Regulated Medical Waste (RMW). Ten classes of waste produced by research, veterinary, dental, and medical clinical treatment facilities that a legal jurisdiction has determined have the potential for causing disease in humans or may pose a risk to both individuals and community health if not managed properly.

2.1.60. RMW Bags. Bags (also known as liners or film bags) for RMW containers to collect infectious, biohazardous, clinical, biomedical, or simply medical waste. Terms will vary based upon locality. These will be provided by the Government.

2.1.61. Reporting Period. An interval of time used to assess performance and report metric results on the contract or TO. Standard reporting period is 12 consecutive months, except for first year Contract-level reports which may have less than 12 months.

2.1.62. Requesting Locations. DHA and DoD organizations are authorized to have CSP performing under this contract and its subsequent TOs.

2.1.63. Response Time. The interval between the receipt of initial notification of requested work and the time the Contractor arrives on the scene with appropriate cleaning equipment and supplies to begin work.

2.1.64. Service Level. A classification of cleaning level from I to VI for functional areas of the MTF such as Surgical, Patient Areas, Restrooms, Clinical/Support Areas, Administrative/Offices, and Common Areas.

2.1.65. Steadfast Policing. The daily repetitive checking and cleaning of heavily trafficked areas to ensure they are maintained to meet quality assurance standards of the AHE Practice Guidance, DIN Norm 13063 and the German (KRINKO/RKI) for Healthcare Environmental Cleaning during operational hours.

2.1.66. Subcontractor. A company/individual that enters a contract with a Prime Contractor. The Government is not privy of the contract with the subcontractor.

2.1.67. Surgical Areas. Refers to all rooms/areas in the MTF where surgical or invasive diagnostic procedures are performed.

2.1.68. Task Order. An order for services placed against the HEC Contract.

2.1.69. Terminal Cleaning. A cleaning method used in healthcare environments to control the spread of infections. Terminal cleaning methods usually include removing all detachable objects in the room, cleaning lighting and air duct surfaces into ceiling, and cleaning everything downward to the floor. Items removed from the room are disinfected or sanitized before being returned to the room. Performed in clinical exam/treatment areas when it has been determined that a patient is infectious with a high-risk communicable disease such as tuberculosis (TB).

2.1.70. The Joint Commission. A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities, and publishers of the Joint Commission on Accreditation Manuals.

2.1.71. Total Disinfection Cleaning. The highest degree or level of disinfection through cleaning of all environmental surfaces (the interruption of the chain of infection). The quality standard for performance of total disinfection cleaning is to significantly reduce the potential that large numbers of microorganisms on environmental surfaces will come into contact with patients. Requires that a specific task be performed in a systematic manner daily.

2.1.72. Visibly Clean. The physical removal of foreign or organic material leaving the surface free of dust, dirt, lint, cobwebs, spider webs, insects, smudges, streaks, handprints, soil substances, spillage, encrustations, deposit/scale and mineral buildup, debris, water, or other foreign matter that results in a clean, uniformed shiny appearance.

2.1.73. Unplanned Closure. An unscheduled reduction in patient care activities or operational hours of performance location due to facility damage, natural disaster, military emergency, severe weather, pandemic, or other Government decisions that were not identified as a planned closure.

2.2. Acronyms.

ACA	Associate Contractor Agreement
ACIP	Advisory committee on Immunization Practice
ACM	Asbestos-Containing Material
ACO	Administrative Contracting Officer
AHE	Association for the Healthcare Environment
ANSI	American National Standards Institute
ANSI/AAMI	American National Standards Institute/American Association for Medical Instrumentation
AOD	Administrative Officer of the Day
AORN	Association of Perioperative Nurses
AQL	Acceptable Quality Level
C/RESE	Certified/Registered Environmental Services Executive
CDC	Centers for Disease Control and Prevention
CDR	Contract Discrepancy Report
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CHESP	Certified Healthcare Environmental Services Professional
CIMS-GB	Cleaning Industry Management Standard for Green Buildings
CLIN	Contract Line-Item Number
CCO	Corporate Contracting Officer
COR	Contracting Officer's Representative
CSP	Contract Service Provider
dBA	Decibel Adjusted
DFARS	Defense Federal Acquisition Regulation Supplement
DHA	Defense Health Agency
DHAPM	Defense Health Agency Procedure Manual
DHS	Department of Homeland Security
DoD	Department of Defense
DoW	Department of War
NEPA	Environmental Protection Agency
ER	Emergency Room
FAR	Federal Acquisition Regulation
FIPS PUB	Federal Information Processing Standards Publication
FPCON	Force Protection Condition
FPS	Federal Protective Service
FY	Fiscal Year
GSA	General Services Administration
HBV	Hepatitis B Virus
HECPO	Healthcare Environmental Cleaning Program Office
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
HSPD	Homeland Security Presidential Directive
IAW	In Accordance With
ICC	Infection Control Committee

ICE	Immigration and Customs Enforcement
ICU	Intensive Care Unit
ID	Identification
IDIQ	Indefinite Delivery, Indefinite Quantity
IEHA	Indoor Environmental Healthcare and Hospitality Association
IRS	Internal Revenue Service
ISSA	International Sanitary Supply Association
JKO	Joint Knowledge Online
JTR	Joint Travel Regulation
KO	Contracting Officer
MTF	Military Medical Treatment Facility
NAC	National Agency Check
NDA	Non-Disclosure Agreement
NICU	Neonatal or Newborn Intensive Care Unit
NLT	Not Later Than
NFPA	National Fire Protection Association
OMB	Office of Management and Budget
OPR	Office of Primary Responsibility
OR	Operating Room
OSHA	Occupational Safety and Health Administration
PCA	Performance Confidence Assessment
PM	Program Manager
PMR	Performance Management Review
POP	Period of Performance
PPE	Personal Protective Equipment
PRS	Performance Requirements Summary
PSC	Product Service Code
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
RAPIDS	Real-Time Automated Personnel Identification System
RMW	Regulated Medical Waste
ROBMC	Rhine Ordinance Medical Center
SAAR	System Authorization Access Request
SCA	Service Contract Act
SDS	Safety Data Sheet
SHARP	Sexual Harassment/Assault Response and Prevention
SOP	Standard Operating Procedure
SWFT	Secure Web Fingerprint Transmission
TA	Trusted Agent
TASS	Trusted Associate Sponsorship System
TB	Tuberculosis
TJC	The Joint Commission
TO	Task Order

COR	Task Order Contracting Officer's Representative
UL	Underwriter's Laboratories, Inc.
URL	Uniform Resource Locator
WAWF	Wide Area Workflow

PART 3

GOVERNMENT FURNISHED ITEMS

3.1. General. The Government will allocate items, services, and supplies as specified herein to the Contractor at no additional cost to the Government or Contractor. These items, services, and supplies shall be used only in the performance of the services required in this contract.

3.1.1. Accountability.

3.1.2. The Contractor shall safeguard Government allocated locations, items, and supplies and take reasonable precautions to prevent fraud, waste, and abuse. The Contractor and the COR shall inspect, and inventory Contractor allocated space, items, and supplies within 10 calendar days after the start of the phase-in period, and 10 calendar days prior to the end of the final performance period.

3.1.3. Allocated Space/Services. The Government will provide administrative space for the Contractor as well as supply and equipment storage areas, and the washing machine room including lockable CSP closets. The contractor shall submit a written report to the KO and COR not later than five calendar days after the inspection of government-allocated spaces detailing all existing damage, to include condition, and repair requirements in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 13.

3.1.4. The Government will provide the Contractor with administrative space for on-site management at LRMC and ROBMC.

3.1.5. The Government will provide standard office furniture issued at the performance location at LRMC and ROBMC. The Contractor may provide their own furniture, chairs, or add other administrative needs with COR coordination and approval.

3.1.6. The Government may, at any time, notify the Contractor with a 30-calendar day advanced notice of changes, reallocation, or rescission of Government-allocated space.

3.1.7. The Government may provide the Contractor with temporary use of space for personnel training (conference rooms, classrooms, etc.) as availability permits.

3.1.8. All space allocated for Contractor use shall be kept clean by the Contractor at no cost to the Government. The Contractor shall maintain Government provided space in a clean state.

3.1.9. The Government will provide maintenance and repair services for the Contractor-allocated areas and Government furnished equipment (ATTACHMENT 4 – GOVERNMENT FURNISHED EQUIPMENT) under this contract.

3.1.10. The Government will allow the Contractor to use utilities currently in existence to include electricity, water, natural gas, and sewage services for the on-site management staff. These utilities are only of use in the performance of services under this contract.

3.1.11. The Government will conduct disposal services for general waste, RMW, and recycling waste. The Government will provide enclosed RMW carts for collection.

3.2. Security Investigation/Base & Building Access. The Government will process complete and accurate security investigation packages in accordance with Paragraph 1.16 of this PWS.

3.2.1. The Government will provide base access to Contractor staff following favorable determination from the Government security investigation.

3.2.2. The Government will provide MTF issued identification cards.

3.2.3. The Government will provide keys to areas where work is to be performed.

3.3. Government Provided Items.

3.3.1. The Government will provide walk-off mats for entranceways where necessary.

3.3.2. The Government will provide trash and recycling receptacles and replace these receptacles as necessary.

3.3.3. The Government will provide clean curtains for replacement of soiled curtains for LRMC.

3.3.4. The Government will provide clean privacy curtains for replacement of soiled privacy curtains for LRMC and MEDDAC-B.

3.3.5. The Government will provide scales for weighing Linen.

3.3.6. The Government will provide soap and hand sanitizer dispensers as defined in Part 2 of the PWS, Definitions and Acronyms, and furnish and install replacement dispensers for LRMC, MEDDAC-B and ROBMC.

3.3.7. The Government will provide facilities approved liquid hand soap, and alcohol-based hand sanitizer for the CSP to refill Government dispensers for LRMC, MEDDAC-B and ROBMC.

3.3.8. The Government will provide clean disposable privacy curtains for replacement in exam rooms at ROBMC.

3.3.9. The Government will provide secondary containment for storage for LRMC and ROBMC.

3.3.10. The Government will provide trash can liners for LRMC, MEDDAC-B and ROBMC. LRMC and ROBMC will provide yellow and blue trash bags for recycle collection.

3.3.11. At MEDDAC-B the government will furnish following consumable supplies to the contractor throughout the life of the contract to include, liquid soap, trash can liners, hand sanitizer, batteries for all dispensers. The government in addition will supply toilet paper, toilet brushes and paper towels for MEDDAC-B.

3.3.12. The Government provide a key lock box for the purpose of maintaining the keys in a secure manner.

3.4. In-Processing Training. The Government will conduct MTF in-processing, and initial and annual mandatory training IAW Paragraph 1.9. of the PWS during normal duty hours at the performance location. The Contractor shall ensure CSP complete the training and maintain completion dates and certificates in their records for COR inspection. The training may include, at a minimum: Privacy Act and Health Insurance Portability and Accountability Act (HIPAA), Sexual Harassment/Assault Response and Prevention (SHARP), Patient Safety, Infection Control, Fire Safety. Other Government training may be added as needed.

3.5. Physical Security. The Contractor shall be responsible for safeguarding all equipment, information, and supplies provided for Contractor use. All materials, equipment, supplies, and Government facilities (as required) shall be secured at the end of each business day.

PART 4

CONTRACTOR PROVIDED ITEMS AND EQUIPMENT

4.1. General. The Contractor shall provide all products and cleaners, consumable supplies, cleaning tools, equipment, and vehicles to perform the work required under this PWS and comply with commercial industry standards, and local, State, and Federal regulations as cited in Part 7 of the PWS, Applicable Publications.

4.1.1. Products and Cleaners. The Contractor shall supply and use only hospital grade or approved cleaners, disinfectants, floor strippers, floor wax, carpet cleaners, glass, and mirror products that follow manufacture's recommendations for product use and application and comply with cleaning solutions and chemicals in AHE guidelines, DIN Norm 13063 and the German (KRINKO/RKI).

4.1.2. The Contractor shall ensure that each chemical container is clearly marked with a label in accordance with regulatory standards.

4.1.3. The Contractor shall not expose building occupants and/or personnel to known hazardous chemical, biological and particle contaminants, which adversely affect air quality, health, building finishes, building systems, and the environment.

4.1.4. The Contractor shall adhere to Industry best practices and comply with local regulatory requirements, such as Green Seal Product Standard GS-37, DIN Norm 13063 and the German (KRINKO/RKI) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality of cleaning delivered to the end user. If GS-37 is not applicable, use products that do not exceed maximum allowable Volatile Organic Chemical (VOC) levels.

4.1.5. The Contractor shall adhere to Industry best practices and comply with local regulatory requirements and use floor-care products based on floor characteristics, manufacturer guidelines, and purpose (for example, cleaning, stripping, sealing, and finishing) that meets Green Seal Product Standard GS-40 to the maximum extent possible without jeopardizing the intended end use or detracting from the overall cleaning quality delivered to the end user. If GS-40 is not applicable, use products that do not exceed maximum allowable Volatile Organic Chemical (VOC) levels.

4.1.6. The Contractor shall submit a written list of contractor furnished cleaning supplies for Government approval to include applicable Safety Data Sheets (SDS) written in both English and German to the COR 15 days after the start of the phase-in period and prior to use in the TO performance location in accordance with Part 5 of the PWS, Specific Tasks, and Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 14.

4.1.7. The Contractor shall submit written requests for changes to initially approved chemical cleaning products to the COR NLT 30 calendar days prior to utilization. The request shall

include product literature and SDS. The Government may require product samples for evaluation prior to approval for proper Infection Prevention and Control Committee approval.

4.1.8. The Contractor shall maintain an approved cleaning product list and provide to the COR annually and upon request.

4.1.9. The Contractor shall use non-fragrant cleaning products or non-fragrant-emitting devices to include urinal blocks in patient care. Limited usage of fragrant cleaning products or fragrant-emitting devices may be permitted or required in high usage restrooms with Government approval.

4.2. Personal Protective Equipment (PPE). The Government will provide PPE for CSP performing services in surgical areas, Surgical Burn Operating Rooms, and Sterile instrument Processing Departments (SPD) which is limited to surgical masks, disposable gloves, shoe covers, hair covers, and other items that may be required or deemed necessary for persons working in such areas. PPE will also include disposable gowns, gloves, mask, N-95 respirators, and eye protection for standard and transmission-based precautions.

4.3. Consumable Supplies. At LRMC, ROBMC and its outlying clinics, the Contractor shall supply the items marked "X" in the table below. Unmarked items are provided by the Government..

Table 1: Contractor Provided Consumables

Item	LRMC	MEDDAC-B (all locations)	ROBMC
Cleaning chemicals	X	X	X
Cytotoxic-waste containers			
Feminine-hygiene bags	X		X
Floor-care products	X	X	X
Hand sanitizer			
Hand soap			
Hospital-grade disinfectants	X	X	X
Linen labels			
Paper towels	X		X
PPE	X	X	X
Recycling container bags			
Regular trash liners			
RMW bags			
RMW labels			
Toilet brushes	X		X
Toilet paper	X		X
Urinal Screens			

4.3.1. The Contractor shall ensure that all Contractor provided consumable supplies are compatible with Government-furnished dispensers and fixtures.

4.3.2. The Contractor shall supply and use paper products that meet Green Seal Product Standard GS-1, or equivalent, to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

4.3.3. The Contractor shall ensure storage of hand sanitizer in quantities greater than five (5) gallons or 18,93 liters in a single fire compartment or disposal of unused hand sanitizer meets the requirements of NFPA 30, Flammable and Combustible Liquids Code.

4.3.4. The Contractor shall submit an annual written consumable supply usage report to the COR NLT October 31 of each year that itemizes: Amount/volume of Contractor-furnished supplies used for performance, the unit of issue, the supplier(s) and the cost of the supplies for the previous 12 months in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 15.

4.4. Equipment.

4.4.1. The Contractor shall provide all powered and non-powered equipment to complete HEC services in accordance with AHE guidelines, DIN Norm 13063 and the German (KRINKO/RKI) and meet performance standards.

4.4.2. The Contractor shall ensure all equipment in the performance location is operational and in good working order according to the manufacturer's intent and appropriate for cleaning tasks.

4.4.3. The Contractor shall provide all required cleaning equipment (for example, cleaning carts/trolleys, tools, vacuums, and floor cleaning machines) to Service Level I performance locations and dedicate that equipment as "sole use" for that location in accordance with Association of Peri-Operative Registered Nurses (AORN) requirements.

4.4.4. The Contractor shall plainly mark the sole use equipment with the area's designation with permanent ink, paint, or metal tag to ensure the dedicated equipment is never used outside that performance location.

4.4.5. The Contractor shall clean designated sole use equipment with a disinfectant detergent prior to its removal from and re-introduction into a new area.

4.4.6. The Contractor shall ensure all powered equipment comply with all local and federal electrical and fire safety standards for nonclinical electrical equipment and are compatible with existing sources of Government-furnished electrical power. Einschaltstrombegrenzer (Circuit breaker protection) should be used with high voltage machines (stripping machines, water vacuums etc.) is equipped.

4.4.7. The Contractor shall remove any equipment that the Government deems unsafe upon notification and repair/replace to meet compliance standards.

4.4.8. The Contractor shall provide and sanitize all equipment introduced into use at the performance location.

4.4.9. The Contractor shall inspect equipment for damages that render them unsafe or ineffective for use such as cracks, exposed wiring, loose prongs, missing ground prongs, leaks, etc. at least annually and after repairs or maintenance is complete.

4.4.10. The Contractor shall maintain documentation of these inspections. An inspection sticker or other means of visible external identification that the inspection has been performed shall be affixed to each piece of electrical equipment used in the MTF. Records and equipment are subject to Government inspection at any time.

4.4.11. The Contractor shall ensure that energy-consuming products are energy efficient products (for example, ENERGY STAR products or FEMP-designated products or the EU equivalent).

4.4.12. The Contractor shall ensure that all Contractor-owned electrically operated equipment have hospital quiet-type motors, third-wired grounded, and equipped with an appropriate length of safely regulation complain, permanently attached three conductor power cord and the prohibition on use of extension cords is in full compliance.

4.4.13. The Contractor shall store equipment, material, and supplies in designated areas when not in use.

4.4.14. The Contractor shall provide safety equipment and signs as required by OSHA 1910.145 which includes, but is not limited to, Wet Floors, Danger, Caution, sawhorse or equivalent barriers, and safety belts.

4.4.15. The Contractor shall provide their employees with PPE as required by OSHA regulation, or equivalent, which includes, but may not be limited to respirators/masks, protective clothing, safety goggles, rubber aprons, shoes, rubber gloves, cold weather gear, disposable gowns, gloves, masks, and other items as applicable to the task/work being performed by the CSP.

4.4.16. The Contractor shall provide Dilution Control Dispenser Systems as required and in accordance with industry practice.

4.4.17. The Contractor shall coordinate installation of approved Dilution Control Dispenser Systems with the COR and Facilities Management Branch during the phase-in period as detailed in Part 5 of the PWS, Specific Tasks.

4.4.18. The Contractor shall ensure Dilution Control Dispenser System accuracy through monthly testing and maintain records showing dates of testing, results, and corrective actions that must be available upon request to the Government.

4.4.19. The Contractor shall ensure that all wheeled and movable equipment shall be equipped with protective non-marking wheels and rubber bumpers or guards around the entire perimeter. No part of the equipment (except fixed handles) shall protrude beyond the rubber bumpers.

4.4.20. The Contractor shall provide and use lockable environmental services cleaning carts (also known as cleaning trolleys) of non-porous material, a low platform for mop buckets, mop wringer, and other gear with compartments for tools and cleaning supplies, and a trash collection device. The Contractor shall comply with CDC best practices for use of cleaning carts. The Contractor is responsible for ensuring the cart is thoroughly cleaned and always maintained, free from any visible stains or residues.

4.4.21. The Contractor shall provide and use vacuum cleaners with HEPA-filters, a decibel rating at or below 70dB, and meet the Carpet and Rug Institute Green Label Program, or equivalent, requirements.

4.4.22. The Contractor shall ensure vacuum filters used in Service Level I Areas are replaced monthly and vacuum filters used in all other Service Levels are replaced at least quarterly or biannually as needed.

4.4.23. The Contractor shall provide carpet extraction equipment and carpet cleaners that meet the Carpet and Rug Institute's Bronze Seal of Approval, or equivalent, requirements.

4.4.24. The Contractor shall provide electric or battery-operated floor maintenance equipment (for example, floor buffers and burnishes) that are equipped with vacuums, guards, and/or other devices for capturing fine particulates and shall operate with a sound level less than 70dBA.

4.4.25. The Contractor shall provide automated scrubbing machines equipped with variable-speed feed pumps and onboard chemical metering to optimize the use of cleaning fluids.

4.4.26. The Contractor shall furnish waste/refuse and recycle material collection transport carts.

4.5. Contractor Vehicles. The contractor shall provide any vehicles used in performance of this contract to transport personnel, supplies, equipment, RMW, linen and trash, and to support the PWS. Trash and linen shall be transported in separate vehicles. The vehicle used to transport RMW shall be enclosed, such as a cargo van. All vehicles shall be registered, licensed, insured, and operated in accordance with local and installation traffic regulations by a licensed driver. All contractor furnished vehicles shall be maintained in a neat, presentable, and operational condition and shall meet State safety inspection standards. Any contractor's vehicles not meeting standards shall not be operated nor stored on U.S. Government installations. The contractor shall not perform vehicle maintenance or repair on government property unless classified as an emergency. The contractor shall have a sign prominently displayed on the right and left side of contractor furnished vehicles

4.5.1. Present and maintain a neat, presentable appearance, and are in an operational condition which meets applicable State safety inspection standards of the work performance location. The

Contractor will immediately remove any Contractor vehicle not meeting standards upon notification from the Government.

4.5.2. The company name and telephone number are prominently displayed on the right and left side of Contractor furnished vehicles.

4.5.3. The Contractor shall ensure no maintenance or repair is done while the vehicles are on Government property unless classified as an emergency and authorized by the Government.

4.6. Office Supplies. The Contractor shall supply any office supplies, materials, or equipment needed by their on-site staff for contract performance.

4.7. Uniforms. The Contractor shall provide and ensure CSP wear distinctive color/design uniforms that includes the company and employee name to distinguish from all other MTF staff when performing HEC duties in the performance location.

4.8. Communication Devices. The Contractor shall furnish adequate communication devices for Contractor communication needs. The Contractor shall ensure the performance location has Contractor provided working telephones.

4.8.1. Service Call Procedures. The Contractor shall establish a means to receive telephonic and/or electronic requests for urgent services in accordance with the PWS definitions and service requests to correct identified cleaning deficiencies in accordance with the required response timelines included in each Service Level (see Paragraph 5.3.).

4.8.2. The Contractor shall create and maintain a service call log with the following minimum information: date and time the service call was received, the time Contractor responded, location of the service call, problem description, and the name of the individual who requested the service. The log will be submitted to COR, and KO in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 16.

4.9. Other Provisions.

4.9.1. The Contractor shall ensure CSP do not use steel wool, abrasive metal cleaners, or any other cleaning materials or supplies which could cause damage to Government property.

4.9.2. The Contractor shall maintain SDS for all chemical products used in the performance location and ensure copies of all SDS are available in Contractor offices, closets, and on each cleaning cart/trolley.

4.9.3. At LRMC, Baumholder, Wiesbaden, and Stuttgart the Contractor shall provide a washer and dryer to clean mop heads, dust mops, and cleaning cloths in accordance with commercial laundry standards. The equipment will be installed in an eligible room provided by the Government.

4.9.4. The Contractor shall ensure their procedures and personnel do not transport supplies and equipment in trash carts, mop buckets, etc. All materials not immediately used shall be properly stored and secured.

4.9.5. The Contractor shall provide linen delivery tickets in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 17.

PART 5

SPECIFIC TASKS

5.1. General. The Contractor shall provide a Procedure Manual that detail types of personnel, supervision, tools, materials, equipment, transportation, vehicles, certifications, other replenishment supplies and services in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning, DIN Norm 13063 and the German (KRINKO/RKI) practices, commercial and industry standards, and all local, state, host nation and federal laws to meet the requirements of the PWS for all performance locations. The Contract- level Procedure

Manual will be applicable to all subsequent TOs. The Status of Forces Agreement (SOFA) and the Final Government Standards (FGS) for Germany dictate how U.S. forces manage environmental, safety, and health standards overseas. The overarching operational rule under FGS is that U.S. forces must evaluate U.S. standards against host nation standards and apply the most stringent requirement of the two. Should any conflict arise, LRMC and MEDDACB or responsible Infection Prevention and the responsible environmental/occupational-health authorities will require written decisions when standards differ. In accordance with Part 7, Applicable Publications. Section 7.10, Industry Publications and other References.
(https://rki.de/)
(https://www.dinmedia.de/de/norm/din-13063/342791036)

5.1.1. Specific TO locations may require an addendum adding to, but not replacing, the Procedure Manual incorporated in the contract.

5.1.2. The Contractor shall hold and maintain the following certifications and administrative documents listed below and provide a copy to the COR in accordance with Part 8 of the Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 18.

5.1.3. International Sanitary Supply Association (ISSA) and Cleaning Industry Management Standard for Green Buildings (CIMS-GB) or certifications in both DIN EN ISO 9001 and DIN EN ISO 14001. The contractor shall maintain applicable certifications throughout the contract period.

5.1.4. Registration in Germany Certificate European Norm (EN) ISO 9001:2015

5.2. Phase-In Plan. The phase-in is the 90-day period in which the contractor accomplishes the phase-in plan. Phase-in includes all actions necessary to begin performance of HEC services. Phase-in does not include performing HEC services such as establishing a qualified workforce, obtaining security and installation access, and procurement of supplies/equipment. The incumbent contractor will be responsible for performing HEC services until the end of the phase-in period. The Contractor shall develop, maintain, and execute its 90- calendar day phase-in plan without disrupting current HEC operations as detailed in their proposal submission. The Contractor shall assume full performance by the required start date as stated in the task orders. The phase-in plan shall include specific narrative details and/or descriptions of proposed phase-in procedures to include the following:

5.2.1. Key milestone to complete phase-in within 90 days.

5.2.2. Chronological sequence of events and actions that will be accomplished without disruption of services.

5.2.3. Activities necessary to transfer contract responsibilities from the incumbent to the Contractor including personnel security clearances; and issuance of MTF specific badges.

5.2.4. Within the first 10 calendar days of the phase-in period start, and annually thereafter, the Contractor shall conduct an inspection of the Contractor-allocated office space and

environmental cleaning services area, and an inventory of the items provided by the Government, to include MTF Badges. The inspection shall detail the material condition and quantity of such office space and items and list their exact number, location, and serviceability of as well as any disagreement regarding material condition and quantity in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 19.

5.2.5. In accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 13, the Contractor shall submit a written request for repair of spaces allocated for Contractor use. The Contractor shall submit this deliverable NLT five (5) calendar days after discovery to facilitate repairs.

5.2.6. The Contractor shall submit a written list of Contractor-furnished supplies, to include chemical products and applicable SDS, to the COR NLT 15 calendar days from the beginning of the phase-in period in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 14.

5.2.7. The Contractor shall secure an adequate workforce within 30 days of the phase-in period start. On the 30th day, the Contractor shall provide the COR with a list of qualified Contractor personnel who will perform services along with proof of compliance with all on-site CSP requirements in PWS Paragraph 1.9. Attachment 2 – Installation Access Regulations and in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 20.

5.2.8. In accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables, Deliverable No. 21, the Contractor shall provide a worker schedule by performance location and Service Level for the first 30-calendar days of performance and monthly thereafter, NLT the 25th of each month for the next month of service. The Contractor shall ensure that worker schedules clearly convey CSP coverage for all performance locations, Service Levels and areas (for example, buildings, rooms, areas), and identify the lock-in and dedicated staff as required, shift duration and task to be completed, as well as any designated backup personnel for unplanned absences. Work schedules shall include the date, time, and phasing of each task (to include start and end time) by room and building listed in Attachment 7 – Cleaning Requirement Report.

5.2.9. The Contractor shall ensure that On-Site Management, Shift Supervisors, and CSP complete the Contractor's training program and maintain documentation for each employee per Paragraph 1.8. and 1.8.1. of the PWS and complete initial and annual Government training per Part 3 of the PWS.'

5.3 Service Levels. The Contractor shall use procedures that effectively clean and disinfect in accordance with AHE Practice Guidance for Healthcare Environmental Cleaning, DIN Norm 13063 and the German (KRINKO/RKI) and all other regulatory mandates to meet or exceed AQLs in Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.1, Performance Requirements Summary. The Contractor is encouraged to apply innovative techniques and managerial approaches to create efficiencies and increase overall effectiveness of cleaning and

disinfection services that do not violate regulation or policy. The Service Levels are defined below. DHA healthcare operations, capabilities, and capacity vary in each performance location. The contractor shall utilize only female CSPs in the Labor and Delivery Units, Women's Health Center (OBGYN) and Mother-Baby Units to include patient rooms except for scheduled project/cycle work and floor maintenance services, which may be done by either male or female CSPs. The contractor shall ensure that CSPs check first with the charge nurse in the Labor and Delivery Units, Women's Health Center, and Mother-Baby Units, to ensure that it is permissible for them to enter the room of a patient. The required Service Levels to be performed are outlined in Attachment 7 – Cleaning Requirement Report.

5.3.1. Service Level I - Surgical Areas. HEC of Service Level I is generally rendered in Surgical Burn ORs, ORs, scrub rooms and prep rooms associated with the OR, Sterile instrument Processing Departments (SPD), and Labor and Delivery (L&D). Due to the nature of the work, the work schedule may be interrupted and/or changed many times during the day. Due to the nature of these areas, total disinfection cleaning is required and CSP may be required to do repetitive tasks as well as extremely detailed cleaning.

5.3.1.1. The Contractor shall perform total disinfection cleaning of Service Level I – Surgery Room in accordance with, and meet the quality assurance standards of, the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI) and AORN Guidelines for Perioperative Practice. Cleaning shall consist of pre-cleaning each day (before cases), between-case cleaning, terminal (end-of- day) cleaning, and weekly cleaning. On days when no surgery is performed, only the pre-cleaning is performed. The average number of surgeries per week varies. See Attachment 10 for historical workload data. The Contractor shall have cleaning equipment that is designated as sole use for surgical spaces. The Contractor shall be available to perform cleaning services within five (5) minutes of notification during operating hours and within 10 minutes of notification if there are emergency cases after normal operating hours. Supplemental CSPs shall be trained and assigned to fill in during breaks, lunch, or any other absence from the primary. Timeliness of response shall be met during operating hours. If there are emergency cases after normal operating hours, the Contractor shall perform Pre-Cleaning, Between-Case Cleaning, and End of Day Terminal Cleaning.

5.3.1.2. After the last surgical case, end of day cleaning will commence.

5.3.1.3. The Contractor shall provide dedicated lock-in CSP to perform cleaning services in areas identified in Paragraph 2.1.11. The Contractor shall have supplemental CSP trained and available to fill in during breaks, lunch, or any other absence of the primary lock-in CSP and to provide additional support when the need arises as a result of heavy caseloads (for example, three or more surgical cases occurring at the same time). After the last surgical case, end of day cleaning will commence. CSP shall be "locked-in" 24 hours per day in OR and L&D areas.

5.3.2. Service Level II– Patient (Dedicated) Areas. HEC for Service Level II is rendered in patient rooms, isolation rooms, pre-op/recovery rooms, ER Trauma rooms, Fisher House and pharmacy compounding areas. These areas may require after-hours service and transfer/terminal discharge cleaning. Timeliness of response shall be met during and after normal operating hours. The Contractor shall ensure that empty rooms remain clean for immediate patient occupation.

5.3.2.1. The Contractor shall perform Service Level II HEC in accordance with and meet the quality assurance standards of the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI), the United States Pharmacopoeia USP 797, and the PWS. The Contractor shall respond to service calls within 10 minutes or less from notification. The Contractor shall respond to requests for service calls and transfer/terminal discharge cleaning within 15 minutes of notification by the Government. Transfer/terminal discharge cleaning includes making of beds in all patient rooms, isolation rooms, ICUs, recovery rooms, ER trauma rooms, and where required, disinfection of the room utilizing ultraviolet lights. Beds shall be made in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning DIN Norm 13063 and the German (KRINKO/RKI), and Clinical Nursing Skills and Techniques (8th edition).

5.3.3. Service Level III – Restrooms. HEC of Service Level III is rendered in restrooms, showers, and locker rooms.

5.3.3.1. The Contractor shall perform Service Level III HEC in accordance with, and meet the quality assurance standards of, the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI) and the PWS. Service Level III areas shall include stocking of all dispensers during all operating hours in accordance with Paragraph 1.7.3 of the PWS. Toilet bowls and urinals shall be free of streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free of streaks, stains, mineral deposits, scum, rust stains, soap deposits, and odors. Stall partitions, doors, and walls shall be free of all stains, graffiti, and spots. Plumbing pipes, fixtures, faucets, and metal ware shall be clean, bright, and free of soap, dust, and dirt. Bath enclosures and shower walls including shower curtains and shower floors shall be free of soil, streaks, mineral deposits, and soap deposits. The Contractor shall respond to service requests within 10 minutes or less from notification. Restroom/locker rooms shall meet the quality standards of the PWS during all operating hours. The Contractor shall perform steadfast policing of public restrooms during all operating hours. Timeliness response shall be met.

5.3.4. Service Level IV - Clinical/Support Areas/Transient Living Quarters. HEC of Service Level IV is rendered in clinics, pharmacies, laboratories, veterinary facilities, radiology, therapy areas, ER exam rooms, dental facilities, Invitro Fertilization (IVF) and Infertility Clinic Cleaning, Magnetic Resonance Imaging (MRI) areas, transient living quarters, and morgues.

5.3.4.1. The Contractor shall perform Service Level IV HEC in accordance with, and meet the quality assurance standards of, the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI), American College of Radiology, and the PWS. The Contractor shall respond to service calls within 15 minutes or less from notification. Only Mop & Glow type wax shall be used on the floor due to buffer restriction. Timeliness response shall be met in all areas.

5.3.4.1.2. The Contractor shall ensure only medically cleared and MRI safety trained CSP perform in the MRI area, and CSP wear surgical scrub attire and remove all jewelry, watches, hairpins, etc. before entering the MRI magnet room. CSP shall report to MRI personnel at the start of the shift for screening and briefing instructions.

5.3.4.2. Medical Transient Detachment (MTD), BLDG 3752 and BLDG 3754 (Medical Transient Detachment (MTD) Cleaning. These buildings shall receive daily (Monday – Sunday) cleaning in public restrooms, common living rooms, and common kitchens. While rooms are occupied daily (Monday – Sunday) guest room cleaning tasks include vacuuming, surface cleaning, en-suite restroom cleaning, and emptying. Upon departure of the occupants from the MTD, the CSP shall perform terminal cleaning of each room. Terminal cleaning tasks include emptying and cleaning the inside and outside of the nightstands, shrank, microwaves, and refrigerators. Terminal cleaning occurs between 0700 – 2300.

5.3.4.3 The Fisher House BLDG 93761 and 93841. Both Fisher houses shall receive daily cleaning Monday through Friday in public restrooms, common living rooms, and common kitchens. While rooms are occupied daily (Monday – Friday) guest room cleaning tasks include vacuuming, surface cleaning, en-suite restroom cleaning, and emptying. Upon departure of the occupants from the Fisher Houses, the CSP shall perform terminal cleaning of each room. Terminal cleaning tasks include emptying and cleaning the inside and outside of the nightstands, shrank, microwaves, and refrigerators, and making beds (Monday – Friday). Fisher House does not receive HEC services on Saturdays or Sundays.

5.3.4.4. USSOCOM: BLDG 3840 consists of four apartments. The rooms in this building only require terminal cleaning every Friday between 1200 – 1500. The CSP shall perform terminal cleaning of each room. Terminal cleaning tasks include emptying and cleaning the inside and outside of the nightstands, shrank, microwaves, and refrigerators and where required, disinfection of the room utilizing ultraviolet lights. Beds shall be made in accordance with the AHE Practice Guidance for Healthcare Environmental Cleaning DIN Norm 13063 and the German (KRINKO/RKI), and Clinical Nursing Skills and Techniques (8th edition).

5.3.5. Service Level V - Administrative Areas. HEC for Service Level V is rendered in administrative areas, offices, storage/supply rooms, medication/nourishment rooms, reception areas, break rooms, conference rooms, auditoriums, education classrooms, and training classrooms.

5.3.5.1. The Contractor shall perform Service Level V HEC in accordance with, and meet the quality assurance standards of, the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI) and the PWS. The Contractor shall respond to service calls and correct any deficiency/s related to those service calls within 20 minutes or less from notification.

5.3.6. Service Level VI - Common Areas. HEC for Service Level VI is rendered in all interior common areas, lactation rooms/pods, building and parking structure elevator lobbies, ramps, loading docks, walkways, stairwells, elevators, lobbies, waiting rooms, entranceways, fitness centers, patient changing rooms, on-call rooms, and dining rooms (excludes kitchens, and food preparation and dishwashing areas).

5.3.6.1. The Contractor shall perform Service Level VI HEC in accordance with, and meet the quality assurance standards of, the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI) during normal operating hours at the performance location and conduct steadfast policing of all common areas. All areas shall present a visibly clean appearance, with

no obvious signs of liquid spillages, stains, or foreign matter. The Contractor shall respond to service requests within 15 minutes or less from notification. Timeliness response shall be met. For on call rooms, beds should be made in accordance with Clinical Nursing Skills and Techniques (8th edition).

5.3.6.2. The Contractor shall clean building entrance/exit areas, shoe brushes, canopies, lights, floors, walk-off mats, and walkways to five (5) feet from all buildings covered by this contract. All areas shall present a clean appearance, free of litter, dirt, trash, cigarette butts, debris, and discarded items. There shall be no obvious signs of liquid spillages, stains, or foreign matter on concrete, brick, or other hard surfaces. All canopies and anything affixed to or included in the surfaces of canopies shall be free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris. Handrails shall be free of dust, grit, dirt, chewing gum, and cobwebs. The Contractor shall conduct snow and ice removal as detailed in Paragraph 5.10 of the PWS. Walk-off mats and runners are Government property and deep cleaned under a separate contract. Degraded mats can be exchanged for new mats at MEDDAC-B, LRMC, its outlying clinics and ROBMC as needed in coordination with the Chief, ESB at each location . Soil and moisture shall be removed from the area underneath mats and runners before they are returned to their normal location.

5.4. Operating Hours.

5.4.1. Hours of Operations. **LRMC and ROBMC** healthcare operations include a wide range of services from inpatient to outpatient care; the housekeeping program must accommodate differing work hours. See Attachment 10 for operating hours at each location. Housekeeping services are required to support all areas during operating hours in some areas, due to the volume of personnel, type of operation, or other considerations, cleaning shall be accomplished at times other than during normal operating hours.

5.4.2. MEDDAC-B Hours of Operations. Normal hours of operation are Monday through Friday 0730 through 1700. Closed on Saturday, Sundays, and U.S. Federal Holidays. Cleaning shall be accomplished after normal hours of clinic operation, when patients are not routinely being seen in these areas.

5.4.3. Unforeseen circumstances or events such as a National Health Emergencies, mass casualty, natural disaster, or military operation may be required response by CSPs outside clinics' normal operating hours to perform housekeeping related functions.

5.5. Contingency Aseptic Cleaning Services.

5.5.1. The Contractor shall perform an in-depth cleaning of areas after completion of construction or renovation projects which includes remodeling or retrofitting projects, to bring the area into compliance for the Service Level designation in accordance with AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI). The Contractor shall present with the proper cleaning equipment and supplies and clean/sanitize the area until it is

returned to Service Level standards as scheduled and within the response time timeframe established by the COR.

5.5.2. During construction and/or renovation projects it is common that trailers (also known as Swing Spaces) are brought in to move operations to maintain existing patient care capabilities during the project.

5.5.3. The Contractor shall respond within five (5) minutes of notification by the COR/AOD for emergency contingency Service Calls.

5.5.4. The Contractor shall provide backup (additional) personnel for contingency services within one (1) hour of notification from the COR/AOD to meet timeliness and completion requirements from service calls and reduce risks to patient and staff. The Contractor shall obtain clearance from the KO or COR prior to the Contractor determining additional CSP are required.

5.5.5. The Contractor shall develop and execute a contingency plan and cleaning procedures for CAT-A disease outbreak identified in their Procedure Manual that is incorporated into the contract and as required by revised recommendations from CDC, OSHA, and other federal, state, and local agencies due to a National Health Emergency. Specific cleaning procedures shall be performed to limit the spread of infection and meet the quality standards specified, and work shall be pursued continuously until determined no longer required by the MTF's COR and Infection Control Officer.

5.6. Other Surfaces.

5.6.1. Interior Non- Standard Glass and Mirror. The Contractor shall clean all interior glass including glass inserts, doors, revolving doors, tempered glass, temporary barriers made from acrylic sheets, clear or dyed, also known as plexiglass, staircases/ railings, and mirror surfaces in accordance with AHE Practice Guidance for HEC standards, DIN Norm 13063 and the German (KRINKO/RKI) for the applicable Service Level location and in accordance with the HEC Visibly Clean definition.

5.6.2. Exterior and Interior Windows. The Contractor shall clean all exterior and interior windows twice annually in Spring and Fall and in accordance with the HEC Visibly Clean definition. Window cleaning involving the use of industrial machinery, such as lifts or suspended platforms, that require special qualifications to operate is not intentionally included in the scope of work. If the situation arises where the contractor identifies the need for industrial machinery, the government will discuss a modification with the contractor. The contractor shall seek approval from the Contracting Officer before undertaking such tasks.

5.6.2.1. The Contractor shall coordinate the cleaning schedule 30 days in advance with the COR. The Contractor shall develop, deliver, and execute a Safety Plan in accordance with OSHA regulation 29 C.F.R. Section 1910.30 Fall Hazard and Equipment Hazard Training, 29 C.F.R. Section 1910.140 Personal Fall Protection Systems, 29 C.F.R. Section 1910.66 Powered platforms for building maintenance, and applicable State and local regulations. In the event there is blast protection film, the Contractor shall follow the manufacturer's recommendations for

appropriate window cleaning methods. The Contractor shall also comply with ANSI/IWCA I-14.1, and all Federal, State, and local regulations. The Contractor shall submit to the KO or their designee a written Window Washing Safety Plan 10 calendar days prior to performing these services.

5.6.3. The Contractor shall perform routine floor cleaning for each Service Level during daily cleaning and disinfecting services. For scheduled tasks to be performed by teams such as floor stripping/waxing, tile floor deep cleaning, and carpet shampooing, the Contractor shall schedule with the Government 30 calendar days in advance with written notification that includes scheduled date, building, room, time/duration, and task(s). The Contractor shall submit schedule changes in writing to the Government at least 24 hours in advance of beginning the scheduled service. Scheduled tasks shall be performed after business hours. The complete floor, including all edges, corners, baseboards, under-floor mats, and main floor spaces shall be visibly clean and have a uniform, shiny appearance. Moveable items shall be moved to access the floor surface underneath these items and any items moved shall be returned to their original position after cleaning. All floor maintenance solutions shall be removed from baseboards, kick- plates, furniture, trash receptacles, etc.

However, housekeeping should not move or unplug any medical equipment, appliances, or electronic devices nor should CSP move any stationary furniture such as desks, large tables, or modular furniture. The frequency of stripping and/or refinishing shall be such as to maintain the hard-surface floors in a clean state, free of build-up, dirt or black marking and with gloss acceptable to the government. Stripping and/or refinishing shall be completed with minimal interference with patient care. At LRMC and ROBMC the service can be performed during the evening shift; 17.00-24.00, Monday through Friday, every 6 months and as required. At MEDDAC-B stripping and/or refinishing can be performed on Saturdays, Sundays and American holidays between 08.00 – 20.00, during May through October as required.

Asbestos Containing Material (ACM) floor maintenance performed in compliance with 29 CFR 1910.1001and no disturbance of ACM flooring related to performance of floor maintenance.

Carpeted floors, including all edges and corners, shall be free of all-visible litter, paper, gum, spots, stains and soil. Spots shall be removed using carpet manufacturer's approved methods. All tears and burns shall be reported to the COR. The frequency of shampooing and extracting of carpets shall be such as to maintain the carpets in a clean state, free of soiled areas, acceptable to the government. Cleaning shall be completed with minimal interference with patient care. At LRMC and ROBMC cleaning can be performed during the evening shift; 17.00-24.00, Monday through Friday, all year and at MEDDACB on Saturdays, Sundays and American holidays between 08.00 – 20.00.

5.6.3.1. A secondary set of procedures shall be used for circumstances in which general procedures are insufficient to deliver the desired cleaning results such as flooring with ACM. ACM floor maintenance shall be performed in compliance with 29 C.F.R. Section 1910.1001, with no disturbance of ACM flooring resulting in the performance of floor maintenance.

5.6.4. All wall surfaces, including skirting, shall be visibly clean and free of dust, grit, lint, soil, cobwebs, graffiti, and marks caused by furniture, equipment, or staff. Light switches, outlets,

data points shall be visibly clean and free of dust, dirt, tape, fingerprints, and other marks. Door glass and side glass panels shall be free of dust, smudges, tape, posters, streaks, and water spots on both sides. Door tracks and door jambs shall be free of grit and other debris.

5.7. Blinds, Curtains, and Shades.

5.7.1. The Contractor shall clean interior blinds, shades, and coverings including cords, tapes, and corniced housings in accordance with the AHE Practice Guidance for HEC standards, DIN Norm 13063 and the German (KRINKO/RKI).

5.7.2. At LRMC and, its outlying clinics, , both sides of exterior windows and screens shall be cleaned, at a minimum of twice annually. MEDDAC-B exterior windows (both sides) and screens shall be cleaned, at a minimum once annually.

At ROBMC, the inside of exterior windows shall be cleaned, a minimum of four (4) times annually, every three (3) months. The Contractor shall coordinate the cleaning schedule with the COR 30 days in advance of start date.

Service shall be performed with minimal interruption to patient care. At LRMC and ROBMC the service can be performed during the evening shift; 1700 - 2300 and at MEDDACB on Saturdays, Sundays and American holidays between 08.00 – 20.00

5.7.3. The Contractor shall remove and replace cubicle/patient privacy curtains, and shower curtains in the performance location when visibly soiled, stained, ripped, inoperable, or exposed to active isolation patients at a minimum of every six (6) months or in accordance with local performance location infection control guidance.

5.7.4. If present in the performance location, the Contractor shall thoroughly clean and disinfect vinyl or plastic shower curtains using approved germicidal detergent disinfectant or replace per MTF's policy. If unable to clean, the Contractor shall replace according to the MTF's policy.

5.8. Drinking Water Fountains. The Contractor shall clean drinking water fountains, including drinking spout, in accordance with the AHE Practice Guidance for HEC, DIN Norm 13063 and the German (KRINKO/RKI) standards for the applicable Service Level, and the HEC Visibly Clean definition. The drinking spout shall be free of stains, smudges, scales, mineral build-up, and debris. All metal surfaces shall have a uniformly bright appearance.

5.9. Furnishing, Fixtures, and Room Accessories. The Contractor shall clean all room and office furnishings, fixtures, and room accessories including furniture, (desks, phones, chairs, couches, tables, bookcases), paintings/picture frames, way-finder signage, wall clocks, artificial plants, display cases, etc. in accordance with the AHE Practice Guidance for HEC standards, DIN Norm 13063 and the German (KRINKO/RKI) and the HEC Visibly Clean definition. All furnishings, fixtures, and room accessories shall be free of dust and any foreign material or debris. All horizontal and vertical surfaces from floor to ceiling (including corners, crevices, moldings, ledges, handrails, grills, doors, doorknobs, door frames, kick plates, etc.), unless expressly exempt, shall be free of dust, lint, smudges, streaks, spots, hand marks, oil, dirt, soil substances, encrustation, and any foreign matter and present a clean appearance. Cabinets and

desks with paper, computers, and keyboards are exempt. All wheel casters and bottoms of chairs shall be free from dust, soil, foreign material, and debris.

5.9.1. The Contractor shall ensure moveable furniture such as examination tables, stools, chairs, and tables are moved when the floor is routinely cleaned or when scheduled per Paragraph 5.6.1. of the PWS and in accordance with AHE guidelines, DIN Norm 13063 and the German (KRINKO/RKI).

5.9.2. The Contractor shall not unplug, move, clean, or otherwise handle any fixed or portable medical equipment used for the diagnosis, treatment, monitoring, or direct care of patients. Such equipment includes, but is not limited to, scientific instruments, surgical equipment, anesthesia machines, dental operating instruments, analytical and laboratory equipment, computer monitor screens, uncovered keyboards, microscopes, cardiac monitors, emergency (red crash/anesthesia) carts, blood pressure machines, oxygen humidifiers, electrocardiograph machines, respirators, defibrillators, laser systems, otoscopes, binoculars, fiber optic instruments, x-ray machines, x-ray equipment, dynastic, video equipment, ultrasound units, proctologic/fiber optic set, tympanometry, resuscitation equipment, infant warmers, birthing tubs, or cautery machines as well as refrigeration units used for storage of medical supplies.

5.9.3. The Contractor shall not move modular furniture assemblies.

5.10. Dispensers. The Contractor shall clean all dispensers in accordance with the HEC Visibly Clean definition of the PWS.

5.10.1. The Contractor shall replenish all products ensuring accurately stocked dispensers during operational hours at the performance location. The Contractor shall ensure the product expiration date is visible through the dispenser window if applicable or follow the facility guidance on proper expiration date labeling.

5.10.2. The Contractor shall follow hazardous material disposal requirements for unused hand sanitizer and batteries in accordance with regulatory environmental compliance guidance provided by the Government. .

5.11. Ceiling, Light Fixtures and High Surfaces. The Contractor shall dust ceilings and clean the inside and outside of light fixtures, and high surfaces over 250cm to ceiling height, which include exhaust fans, ceiling fans, outside of vents, registers, diffusers, grill covers, door frames, moldings, pictures, windowsills, cabinet/shelving tops, appliance tops, and walls in the performance location in accordance with the AHE Practice Guidance for HEC standards, DIN Norm 13063 and the German (KRINKO/RKI) for the applicable Service Level location and the HEC Visibly Clean definition in the PWS. In accordance with American/German Health and Safety regulations.

5.11.1. If not easily accessible, the Contractor shall coordinate the cleaning schedule 30-days in advance with the COR. The Contractor shall develop, deliver, and execute a Safety Plan in accordance with OSHA regulation 29 C.F.R. Section 1910.30 Fall Hazard and Equipment

Hazard Training and 29 C.F.R. Section 1910.140 Personal Fall Protection Systems at the time the service is scheduled with the COR.
(https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.30),
(https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.140).

5.12. Trash and Recycling

5.12.1. The Contractor shall clean the inside and outside of all receptacles for the Service Level designation in accordance with the AHE Practice Guidance for HEC guidelines, DIN Norm 13063 and the German (KRINKO/RKI) and the HEC Visibly Clean definition.

5.12.2. The Contractor shall line each receptacle in the performance location with Government provided properly fitted and appropriately colored plastic trash liners.

5.12.3. The Contractor shall remove trash/recycling/waste from receptacles ensuring no trash/recycling/waste remains in the receptacle for more than one (1) duty day nor does the content exceed the receptacle capacity causing debris on the ground/floor in the immediate vicinity of receptacles.

5.12.4. The Contractor shall move trash and recyclingfrom the performance location in the Contractor furnished collection transport carts to the designated waste collection points for disposal no less than daily. Waste generated during the cleaning process must be collected within one hour after the completion of the cleaning. The waste shall be temporarily stored outside the BLDG at a designated location. Trash removal from Outlying Buildings shall be collected after completion of cleaning the building.

5.12.4.1. Waste Collection Points. The waste collection point at LRMC for regular trash and recycling is outside Environmental Services Branch (ESB), Department 5B, between Buildings 3760 and 3761. The Contractor shall transport all trash and recycling from LRMC outlying buildings to the waste collection point. The waste collection point for Wiesbaden Health Clinic is outside Building #1040. The waste collection point at Baumholder Health Clinic is outside Building #8741. The Contractor shall collect trash and recycling from Kleber Health Clinic and Pulaski Veterinary Clinic and transport it the waste collection point at LRMC, 5B. There are waste collection points for regular trash and recycling outside each MEDDAC-B building.

5.13. Regulated Medical Waste Collection

5.13.1. The contractor shall collect RMW from all pick up locations listed in Attachment 8. RMW collected shall be transported separately from other waste in securely covered carts to the designated RMW storage room. The contractor shall place the containers in the designated RMW storage room. The contractor shall perform additional collections within one hour of notification by the COR or MTF staff if RMW containers become filled after the normal collection period**.** Securely covered dedicated carts will be provided by the Government. The Contractor shall provide vehicles enclosed, for transportation RMW from the outlying buildings at LRMC , Kirchberg Kaserne to the designated RMW storage room at LRMC 5B in accordance with all

applicable DoD, OSHA, Federal, State, and local regulations. (Attachment 8 – Regulated Medical Waste).

5.13.2. The Contractor shall collect yellow cytotoxic waste containers and take to a designated central collection point within the performance location. Cytotoxic waste is only collected after the generator has certified the cytotoxic container contains only residual waste of less than 3% per container.

5.13.3. The Contractor shall ensure only Government-trained CSP perform RMW duties in accordance with DHAPM 6050.01 Medical Logistics (MEDLOG) Regulated Medical Waste (RMW) Management (July 23, 2021).

5.13.4. The Contractor shall weigh and record the RMW on Government provided scales and documents in accordance with the performance location procedures prior to placement in the RMW storage room in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables.

5.14. Entry and Exit Way Snow and Ice Removal.

5.14.1. The Contractor shall complete snow and ice removal from walkways and adjacent stairways up to five (5) feet from the building entranceway. The Contractor shall conduct snow and ice removal no less than 30 minutes before the beginning of the facility day shift 7:00 a.m. (0700 hours) and maintained as necessary during both day and evening shifts to ensure the area is free of ice and snow accumulation of no more than one-half (1/2) inch of snow and no visible ice.

5.14.2. The Contractor shall ensure entranceways are free of ice and no snow or ice is dumped on or near trees, shrubbery, ground cover, or flower-bed areas. Products and chemicals used shall not damage or destroy Government property.

5.15. Linen Services.

5.15.1. The Contractor shall provide all necessary management, personnel, and vehicles to collect, transport, receive clean linen, remove used linen, inventory, and distribute linen in the performance location.

5.15.2. The Contractor shall collect used linen from patient care areas in accordance with CDC guidelines as identified in Attachment 5 – Linen Distribution and move the collected linen to the medical facility Soiled Linen Room in accordance with the American National Standards Institute/Association for the Advancement of Medical Instrumentation Standard ANSI/AAMI ST 65:2008

5.15.3. The Contractor shall handle clean linen in accordance with ANSI/AAMI ST65:2008. At LRMC, the Contractor shall ensure available clean linen is stocked to meet established par levels for that performance location Attachment 5 – Linen Distribution. If linen levels are depleted, the Contractor shall restock to par level within one (1) hour of notification. The

Contractor shall rotate all clean linen on a first in, first out rotation basis when restocking clean linen storage areas.

5.15.4. The Contractor shall meet the laundry service Contractor at the Soiled Linen Room within 10 minutes of notification to receive the clean linen carts and remove soiled linen carts. The Contractor shall weigh each linen cart at the time of pickup and delivery by the laundry service Contractor and record each weight on forms provided by the Government.

5.15.5. The Contractor shall provide linen exchange service during the hours and days Attachment 5 – Linen Distribution with a 15-minute response time from notification. The Contractor shall receive soiled linen at the designated area and issue clean replacement linen in accordance with CDC linen handling and American National Standards Institute/Association for the Advancement of Medical Instrumentation Standard ANSI/AAMI ST 65:2008.

5.15.6. The Contractor shall record linen issued to users, by user/activity, piece, and date on the Government-provided form(s). The Contractor shall provide a monthly Linen Issued Report by the fifth business day of each month in accordance with Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.2, Contractor Deliverables.

5.15.7. The Contractor shall ensure that unserviceable linen (defined by American Hospital Association as linen that is visibly damaged, excessively worn, or permanently stained), is not issued into circulation or stocked in clean linen rooms at the performance location and shall move such linen to the designated unserviceable linen location for Government disposition.

5.15.8. The Contractor shall open all linen bundles marked as salvage by the Laundry Service Contractor following delivery of clean linen, segregate salvage linen from serviceable linen, and place by linen type on specified shelves in the clean linen room for Government disposition.

5.15.9. The Contractor shall mark all new linen with Government-furnished labels prior to being placed into the circulating inventory and remark linen items that have illegible markings.

5.15.10. The Contractor shall participate in annual linen inventory activities as scheduled by the COR.

5.15.11. The Contractor shall pick upand return all soiled and clean linen items received in accordance with the service response times specified in this PWS.

5.15.12. Service for laundry is surveyed by periodic inspection. Service response time shall be accomplished for each service within the prescribed time frame required by the contract, and failure to adhere to this requirement is a defect.

5.15.13. Daily Pick-up and Return. The contractor shall pick up soiled linen between 0700- and 0830-hours Monday - Sunday at LRMC, LRMC's outlying buildings, and ROBMC. The contractor shall deliver all clean linen no later than and 1100. All LRMC outlying clinics have their own courier driver picking up clean and delivering soiled linen to ESB, 5B. The contractor shall weigh and record soiled linen received from the outlying clinics when delivered by

Government personnel. The contractor shall weigh, record, sort and stage clean linen for the outlying clinics for Government personnel to pick up.

5.15.14. Corrective Action: The Contractor shall take prompt action to correct any service or product provided to the Government that does not conform to the requirements of this contract, e.g. soiled, stained, ruined items, inaccurately packaged.

5.15.15. Weighted Linen: Linen items shall be weighed in linen carts; the cart tare weight (identified by the manufacturer's label) shall be subtracted from the gross weight in order to obtain the net weight of the linen.

5.15.16. The Contractor shall maintain complete documentation, forms, pick-ups and returns records for the entire duration of the contract.

5.15.17. All disagreements in weight shall be directed for resolution to the Contracting Officer Representative (COR).

5.15.18. Standards of Quality: The following guidelines will be used by the Government to control quality in a finished product on a periodic basis. Failure to meet the standards will result in product being returned for re-performance.

5.15.18.1. All soil, spots, and stains shall be removed, unless removal will change color or damage the fabric. Each item shall be clean, dry, and free of line, scorch marks, and other damage to the fabric. Linen items shall smell fresh and clean and be free of objectionable odors, such as cleaning chemicals, mold, mildew, body bacteria, and other unclean elements.

5.15.19. Veterinary Clinic linen. The Contractor shall never combine nor mix, veterinary linen with any other linen, during pick-up, packaging, and return.

5.15.20. The Contractor shall be responsible for all finish operations as prescribed in this contract. The Contractor shall assemble completed work into bundles and wrap the bundles for return to the generating activity in accordance with the Packaging and Marking section of this contract.

5.15.21. Packaging is the method of bundling, wrapping, or otherwise covering finished work to the extent necessary to adequately protect finished work from the time finished in-plant until delivered to LRMC and its outlying clinics. All finished work shall be carefully stacked and covered in such a manner as to prevent wrinkling, and soiling and will preserve and assure sanitary conditions of the finished work during all phases of handling and transit.

5.16. Facility Defects

5.16.1. Facility Defects. The Contractor shall report any observed non-emergency and emergency facility defects seen in the performance locations. For non-emergency defects, the Contractor shall provide a daily written report to the COR by 4:00 p.m. (1600 hours). Emergency

defects shall be reported verbally to the COR or AOD within five (5) minutes after discovery to facilitate repair and shall be reported to the COR in writing by the end of the work shift.

5.17. Phase Out Plan. The Contractor shall develop a 60-calendar day phase-out plan to facilitate continuation of satisfactory services and compliance with FAR 52.237-3, Continuity of Services and submit to the KO/COR NLT 120 calendar days from end of performance.

5.18. Performance Delays. When the Contractor experiences any delays in accomplishing the specific tasks identified in the PWS, the Contractor shall notify the KO/COR immediately. The KO/COR will evaluate the situation to determine if an extension of the dates is appropriate. Non-performing Contractors may receive a negative past performance report which may impact on the Contractor's ability to compete for future contracts and other Government contracts.

5.19. Cross-Teaming Prohibited. Market research confirmed that subcontracting and teaming arrangements may be necessary because of the broad scope of the contract requirements; therefore, such arrangements are encouraged to ensure mission success and maximize subcontracting opportunities. During the contract competition, if a company is identified as a Prime Contractor or teaming partner/subcontractor on any proposal for this acquisition, then they cannot participate as a Prime Contractor or teaming partner/subcontractor on any other offeror's proposal(s).

5.20. Government Performance Management/Annual Contractor Performance Assessment Reporting Systems (CPARS) and Periodic Performance Confidence Assessments**.**

5.20.1 The Contractor will be held to the Performance Requirement Summary in Part 8 of the PWS, Performance Reporting and Deliverables, Section 8.1, Performance Requirement Summary, for subsequent TOs and for overall contract compliance. The Government will collect monthly surveillance, in accordance with the Government's QASP, from performance location CORs starting from To Award and after 30 days of performance to assess compliance with the AQLs in four (4) objectives:

Overall Cleaning Efficacy
Service Call Responsiveness
Contingency Cleaning Efficacy
Timeliness and Completeness of Deliverables

The KO will continually accrue and compile performance information for annual task order level CPARS. Sample sizes for Cleaning Efficacy inspections will be determined in accordance with ANSI Standards. The minimum AQL values for the overall requirement are set as follows:

Overall Cleaning Efficacy: ≥ 97%
Overall Service Call Response: ≥ 97%
Overall Contingency Cleaning: ≥ 97%
Deliverables: ≥ 95%

5.21. Additional Metrics.

5.21.1. KO may identify additional metrics, and report requirements for those metrics, at the TO-level. The Contractor shall provide performance metric results via email as described in Part 8 of the PWS, Performance Reporting and Deliverables, or in a Performance Management System provided by a third party on behalf of the Government.

5.22. Use of Robotics. The services described in this Performance Work Statement (PWS) do not require the use of robotics. The proposed use of robotics to supplement performance may be considered during contract performance at the Government's sole discretion. There is no guarantee that robotics will be approved for use at any performance location. Use of robotics is subject to technical, safety, and operational review in accordance with the applicable regulations in PWS Part 7 and requires prior written approval from Infection Control, Information Management, Safety, and Environmental Services Divisions. Limitations and rules for use at specific locations will be discussed after approval of a robotics system. Robotics that do not possess a valid Government-issued Authority to Operate (ATO) are strictly prohibited from connecting to, communicating with, or integrating into any Military Treatment Facility (MTF) network.

PART 6

OTHER TERMS, CONDITIONS AND PROVISIONS

6.1. All work under this contract is unclassified.

6.2. General Requirements Overview - Personally Identifiable Information (PII), Protected Health Information (PHI) and Federal Information Laws.

6.2.1. This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Portability and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and Department of Defense (DoD) issuances. In general, the Contractor shall comply with the specific requirements set forth in this Section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein. This contract incorporates by reference the federal regulations and DoD issuances referred to in this Section. If any authority is amended or replaced, the changed requirement is effective when it is incorporated under contract change procedures. Where a federal regulation and any DoD issuance govern the same subject matter, the Contractor shall first follow the more specific DoD implementation unless the DoD issuance does not address or is unclear on that matter. DoD issuances are available at http://www.dtic.mil/whs/directives.

For purposes of this Section, the following definitions apply.

6.2.2. DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDI 5400.11, DoD Privacy and Civil Liberties Programs, January 29, 2019**6.2.3.** HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 C.F.R. Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-E (Enforcement), as amended. Additional HIPAA rules regarding electronic transactions and code sets (45 C.F.R. Part 162) are not addressed in this Section and are not included in the term HIPAA Rules.

6.2.3. DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD MHS. These issuances are DoDM 6025.18, "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs," March 13, 2019, DoDI 6025.18, Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs, March 13, 2019, and DoDI 8580.02, Security of Individually Identifiable Health Information in DoD Health Care Programs, August 12, 2015.

6.2.4. Defense Health Agency (DHA) Privacy Office is the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Chief is the HIPAA Privacy and Security Officer for DHA.

6.3.6. Records Management.

6.3.1. When creating and maintaining official Government records, the Contractor shall comply with all federal requirements established by 44 U.S.C. Chapters 21, 29, 31, 33 and 35, and by 36 C.F.R. Chapter XII, Subchapter B – Records Management. The Contractor shall also comply with DoD Administrative Instruction No. 15 (DoD AI-15), "OSD Records and Information Management Program" (November 27, 2023) and Records Management requirements outlined in the current TRICARE Operations Manual (TOM).

6.4. Freedom of Information Act (FOIA). The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contacts the DHA FOIA Officer for evaluation/action:

6.4.1. The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request preferably sent via the National FOIA Portal at: www.FOIA.gov. However, requesters may also submit requests via email at DHA.FOIA@mail.mil; or via postal delivery addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite 5101, Falls Church, Virginia 22042-5101. All FOIA requests shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Contract and/or Modification numbers must be included in all FOIA requests seeking DHA procurement records. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible and respond to DHA within ten working days.

6.4.2 In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference FOIA shall be immediately forwarded to DHA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE Contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow Paragraph 8.1.6, relating to individual rights of access to PHI.

6.5. Systems of Records.

6.5.1. To meet the requirements of the Privacy Act and the DoD Privacy Act Issuances, the Contractor shall identify to the KO systems of records that are or will be maintained or operated for DHA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the KO, and prior to the lawful operation of such systems, the Contractor shall coordinate with the DHA Privacy Office to complete systems of records notices (SORNs) for submission and publication in the

Federal Register as coordinated by the Defense Privacy, Civil Liberties, and Transparency Division, and as required by the DoD Privacy Act Issuances.

6.5.2. Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, OMB Circular A-130, and Privacy Act of 1974 requirements applicable to Contractors operating systems of records on behalf of federal agencies. The Contractor shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

6.6. Privacy Impact Assessment (PIA).

6.6.1. If DHA data is stored on a Contractor owned system, a PIA is required from the Contractor.

6.7. Data Sharing Agreement (DSA).

6.7.1. Applies if contract requirements involve the use of DHA data (including PII/PHI, a limited data set, or de-identified data).

6.7.2. The Contractor shall consult with the DHA Privacy Office to determine if the Contractor must obtain a DSA or Data Use Agreement (DUA), when DHA data will be accessed, used, disclosed or stored, to fulfil the requirements of this Contract.

6.7.3. The Contractor shall comply with the permitted uses established in a DSA/DUA to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and DoD HIPAA Issuances. Likewise, the Contractor shall comply with the DoD Privacy Act Issuances.

6.7.4. Prior to using any data involving PHI for research purposes, as defined by HIPAA, the Contractor must gain approval from the DHA Privacy Board. Thus, the Contractor shall comply with DHA Privacy Board requests for additional documentation.
To begin the DSA request process, the Contractor shall submit a DSA Application (DSAA) to the DHA Privacy Office. Upon approval, the requestor shall enter into one of the following agreements, depending on the data involved:

- DSA for De-Identified Data
- DSA for PHI
- DSA for PII Without PHI
- DUA for Limited Data Set

6.7.5. DSAs executed for contract support will expire after one (1) year or at the end of the contract option year, whichever comes first. If the contractual use of DHA data continues after

the DSA expiration date, the Contractor shall submit a DSA Renewal Request template to the Privacy Office; however, if the DSA is not renewed, the Contractor shall close the DSA by providing a Certificate of Data Disposition (CDD) to the DHA Privacy Office.

6.8. Applies if contract requirements may include human subject research.

6.8.1. This contract incorporates by reference the Protection of Human Subject Research clause in the DFARS at 48 C.F.R. Section 252.235-7004. A separate DFARS provision, 48 C.F.R. Section 235.072(e), requires that the clause be incorporated into contracts that include or may include research involving human subjects in accordance with 32 C.F.R. Section 219, DoDI 3216.02, and 10 U.S.C. Section 980, including research that meets exemption criteria under 32 C.F.R. Section 219.101(b), the clause applies to solicitations and contracts awarded by any DoD component, regardless of mission or funding Program Element Code. Thus, in the event a Contractor participates in a study or demonstration project or other activity that involves human subject research, then the Contractor shall comply with Protection of Human Subject Research clause. KOs may not determine whether an activity is exempt from human subject research requirements. If Contractor activity appears to involve human subject research, then the Contractor shall consult the DHA Privacy Office, which may contact the Research Regulatory Oversight Office in the Office of the Under Secretary of Defense for Personnel and Readiness (OUSD(P&R)).

6.9. Privacy Act and HIPAA Training.

6.9.1. The Contractor shall ensure that its entire staff, including subcontractors and consultants, that perform work on this contract receive training on the Privacy Act, HIPAA, and the federal regulations on confidentiality of substance use disorder patient records, 42 C.F.R. Part 2. Refer to FAR 52.224-3 regarding specific requirements for Privacy Training appropriate to the Contractor's scope of involvement with DHA's PHI and its regulatory responsibilities as either a Covered Entity, or Business Associate.

6.9.2. The Contractor shall ensure all employees and subcontractors complete Privacy Act and HIPAA training provided by the COR. The COR will maintain records of training completion for all personnel.

6.10. Business Associate – General Provisions.

6.10.1. The Contractor meets the definition of Business Associate, and DHA meets the definition of a covered entity under the HIPAA Rules and the DoD HIPAA Issuances. Therefore, a Business Associate Agreement (BAA) between the Contractor and DHA is required to comply with the HIPAA Rules and the DoD HIPAA Issuances. The Contractor shall use the DoD BAA, which shall be used by all organizational entities within the DoD, referred to collectively as the "DoD Components", located at, https://www.health.mil/Military-Health-Topics/Privacy-and-Civil- Liberties/Privacy-Contract-Language/HIPAA-Compliant-Business-Associate-Agreement-for- the-MHS. b.i. and (3)b.ii.

6.11. Breach Response.

6.11.1. Breach means a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII; or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The foregoing definition is based on the definition of breach in DoDM 6025.18 - "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Healthcare Programs. Breaches are classified as either possible or confirmed (see the following two definitions) and as either cyber or non-cyber (that is, involving either electronic PII/PHI or paper/oral PII/PHI).

6.11.2. Possible breach is an incident where the possibility of unauthorized access is suspected (or should be suspected) and has not been ruled out. For example, if a laptop containing PII/PHI is lost, and the Contractor does not initially know whether the PII/PHI was encrypted, then the incident must initially be classified as a possible breach, because it is impossible to rule out the possibility of unauthorized access to the PII/PHI. In contrast, that possibility can be ruled out immediately, and a possible breach has not occurred, when misdirected postal mail is returned unopened in its original packaging. However, if the intended recipient informs the Contractor that an expected package has not been received, then a possible breach exists until and unless the unopened package is returned to the Contractor. In determining whether unauthorized access should be suspected, the Contractor shall consider at least the following factors:

- How the event was discovered.
- Did the information stay within the covered entity's control.
- Was the information accessed/viewed; and
- Ability to ensure containment (for example, recovered, destroyed, or deleted).

6.11.3. Confirmed breach is an incident in which it is known that unauthorized access could occur. For example, if a laptop containing PII/PHI is lost and the Contractor knows that the PII/PHI is unencrypted, then the Contractor should classify and report the incident as a confirmed breach, because unauthorized access could occur due to the lack of encryption (the Contractor knows this even without knowing whether or not unauthorized access to the PII/PHI has actually occurred). If the laptop is subsequently recovered and forensic investigation reveals that files containing PII/PHI were never accessed, then the possibility of unauthorized access can be ruled out, and the Contractor should re-classify the incident as a non-breach incident.

6.11.4. HHS breach is an incident that satisfies the definition of breach in 45 C.F.R. Section 164.402 of the HIPAA Breach Rule. The text of the HHS definition states:

6.11.5. Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of this part [that is, the HIPAA Privacy Rule] which compromises the security or privacy of the PHI.

6.11.6. HHS breach excludes:

6.11.7. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a DoD covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule.

6.11.8. Any inadvertent disclosure by a person who is authorized to access PHI at a DoD covered entity or business associate to another person authorized to access PHI at the same DoD covered entity or business associate, or organized health care arrangement in which the DoD covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner did not permit the HIPAA Privacy Rule.

6.11.9. A disclosure of PHI where a DoD covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

6.11.10. Except as provided in this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under this issuance is presumed to be a breach unless the DoD covered entity or business associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

6.11.11. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

6.11.12. The unauthorized person who used the PHI or to whom the disclosure was made; Whether the PHI was acquired or viewed; and the extent to which the risk to the PHI has been mitigated.

6.11.13. Cybersecurity incidents are a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices, with respect to electronic PII/PHI. A cybersecurity incident may or may not involve a breach of PII/PHI. For example, a malware infection would be a possible breach if it could cause unauthorized access to PII/PHI.
However, if malware only affects data integrity or availability (not confidentiality), then a non-breach cybersecurity incident has occurred.

6.12. General breach or cybersecurity incident response.

6.12.1. The breach response requirements shall be followed for all unauthorized use or disclosure of information regardless of whether the information is PHI or solely PII.

6.12.2. Because DoD defines “breach” to include possible (suspected), as well as actual (confirmed) breaches, the Contractor shall implement these breach response requirements immediately upon the Contractor’s discovery of a possible breach. These procedures focus on the first two steps (breach identification and reporting) of a comprehensive breach response

program, but also require addressing the remaining steps: containment, mitigation (which includes individual notification), eradication, recovery, and follow-up.

6.12.3. The Contractor shall establish internal processes for carrying out the procedures set forth below. These processes shall assign responsibility for investigating, classifying, reporting and otherwise responding to breaches and cybersecurity incidents. The Contractor should consult with the DHA Privacy Office where guidance is needed, such as when the Contractor is uncertain whether a discovered breach is the Contractor's responsibility (for example, if the Contractor discovers a breach not caused by the Contractor), or how the Contractor is to classify an incident (breach vs. non-breach, confirmed vs. possible, cyber vs. non-cyber). Under no circumstances will a contractor delay reporting a confirmed or possible breach to the DHA Privacy Office beyond the 24-hour deadline. In conjunction with its initial investigation, the Contractor shall immediately take steps to minimize any impact from the occurrence, proceed with further investigation of any relevant details (such as root causes, vulnerabilities exploited), and initiate further breach response steps.

6.12.4. In the event of a cybersecurity incident not involving a PII/PHI breach, the Contractor shall follow applicable DoD cybersecurity and NIST requirements, which include United States- Computer Emergency Readiness Team (US-CERT) reporting, see US-CERT: United States Computer Emergency Readiness Team (cisa.gov). If at any point a Contractor finds that a cybersecurity incident involves a PII/PHI breach (possible or confirmed), the Contractor shall immediately initiate the reporting procedures set forth below. The Contractor shall also continue to follow any required cybersecurity incident response procedures and other applicable DoD cybersecurity requirements.

6.12.5. Contractors shall require subcontractors who discover a possible breach or cybersecurity incident to initiate the incident response requirements herein by reporting the incident to the Contractor immediately after discovery. The time of that report to the Contractor shall trigger the Contractor's DHA Privacy Office reporting deadline (24 hours) under Paragraph 9.3.2. of DHA PGI 224, Protection of Privacy and Freedom Information. If a cybersecurity incident is involved, the Contractor's deadline for US-CERT reporting (1 hour) runs from the time the incident is confirmed. The Contractor shall require the subcontractor to cooperate as necessary to meet these deadlines, maintain records, and otherwise enable the Contractor to complete the breach response requirements herein. Alternatively, the Contractor and subcontractor may agree that the subcontractor shall report directly to US-CERT and the DHA Privacy Office, and that the subcontractor shall be responsible for completing the response process, provided that such agreement requires the subcontractor to inform the Contractor of the incident and the subsequent response actions.

6.12.6. Contractors shall maintain records of all breach and cybersecurity incident investigations, regardless of the outcome. Investigations identifying unauthorized disclosures must be logged for HIPAA and Privacy Act disclosure accounting purposes, whether individual notification is required under the HIPAA Breach Rule.

6.12.7. Contractors, when acting as HIPAA-covered entities, and not as business associates, are not subject to the breach response requirements herein. However, such Contractors are

subject to both the HIPAA Breach Rule (applicable to them in their capacity as covered entities) and DoD cybersecurity requirements (applicable to them in their capacity as DoD Contractors).

6.13. Reporting Provisions.

6.13.1. Immediately upon discovery of a possible or confirmed breach or cybersecurity incident, the Contractor shall initiate an investigation. If the incident involves electronic PII/PHI, and if the investigation finds a confirmed breach or cybersecurity incident, the Contractor shall report it, within one (1) hour of confirmation, to the US-CERT Incident Reporting System at https://forms.us-cert.gov/report/, as required by the DHS.

Note: DHS no longer requires US-CERT reporting of non-cyber breaches or unconfirmed electronic breaches. However, DHS permits US-CERT reporting of unconfirmed cyber-related incidents on a voluntary basis. Thus, if a Contractor is uncertain whether a possible cyber-related incident should be treated as confirmed and thus reportable, the Contractor may voluntarily report the incident.

6.13.2. Before submission to US-CERT, the Contractor shall save a copy of the on-line report. After submitting the report, the Contractor shall record the US-CERT incident reporting number, which shall be included in the initial report to the DHA Privacy Office as described in Paragraph 9.3.2. of DHA PGI 224, Protection of Privacy and Freedom Information.

Note: Regardless of whether an incident is confirmed as a breach, the Contractor must also investigate whether the incident impacts data integrity or availability of PII/PHI. If such impact is confirmed, then the incident is reportable to US-CERT as a cybersecurity incident. For guidance on investigating the impact on data integrity and availability, refer to DoD cybersecurity and NIST guidance.

6.13.3. The Contractor shall provide any updates to the initial US-CERT report by email to soc@us- cert.gov, with the Reporting Number in the subject line. The Contractor shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office if requested. Contractor questions about US-CERT reporting shall be directed to the DHA Privacy Office, not the US-CERT office.

6.13.4. In addition to US-CERT reporting, the Contractor shall report to the DHA Privacy Office by submitting the form specified below within 24 hours of discovery of a breach (possible or confirmed), unless the breach falls within a category that the Privacy Office has determined to be not reportable. This 24-hour period runs from the time of discovery, unlike the 1-hour US-CERT reporting period, which runs from the time a cybersecurity incident is confirmed. Thus, depending on the time needed to confirm, the report to the DHA Privacy Office may be due either before or after the US-CERT report.

6.13.5. The breach report form required within the 24-hour deadline shall be sent by e-mail to: dha.ncr.pcl.mbx.privacy-hipaa-civil-complaints@health.mil. The Contractor shall also e-mail the report to the KO, the COR and its usual point of contact at the applicable Program Office.

Encryption is not required, because reports and notes shall not contain PII/PHI. If electronic mail is not available, telephone notification is also acceptable (at 703-275-6363), but all notifications and reports delivered telephonically must be confirmed in writing as soon as technically feasible.

6.13.6. Contractors shall prepare the breach reports required within the 24-hour deadline by completing the Breach Reporting Department of Defense Form DD 2959 (Breach of PII Report), available at https://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2959.pdf. For non-cyber incidents without a US-CERT number, the Contractor shall assign an internal tracking number and include that number in Box 1.e of the DD Form 2959. The Contractor shall coordinate with the DHA Privacy Office for subsequent action, such as beneficiary notification, and mitigation. The Contractor must promptly update the DD Form 2959 as new information becomes available.

6.13.7. When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Contractor shall submit a revised form or forms promptly after the new information becomes available, stating the updated status and previous report date(s) and showing any revisions or additions in red text. The Contractor shall provide updates to the same parties as required for the initial Breach Report Form.

6.14. Individual Notification Provisions.

6.14.1. If the DHA Privacy Office determines that individual notification is required, the Contractor shall provide written notification to beneficiaries affected by the breach as soon as possible, but NLT 10 working days after the breach is discovered and the identities and addresses of the beneficiaries are ascertained. The 10-day period begins when the Contractor can determine the identities (including addresses) of the beneficiaries whose records were impacted. If notification cannot be accomplished within 10 working days, the Contractor shall notify the DHA Privacy Office.

6.14.2. The Contractor's proposed notification to be issued to the affected beneficiaries shall be submitted to the DHA Privacy Office for approval. The notification to beneficiaries shall include, at a minimum, the following:

- Specific data elements,
- Basic facts and circumstances,
- Recommended precautions the beneficiary can take,
- Federal Trade Commission (FTC) identity theft hotline information, and
- Any mitigation support services offered, such as credit monitoring.

6.14.3. Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, for example, "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach. If media notice is required, the Contractor will submit proposed notice and suggested media outlets for

the DHA Privacy Office review and approval (which will include coordination with the DHA Communications Division).

6.14.4. In the event the Contractor is uncertain on how to apply the above requirements, the Contractor shall consult with the KO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed. The Contractor shall, at no cost to the Government, bear any costs associated with a breach of PII/PHI that the Contractor has caused or is otherwise responsible for addressing.

PART 7
APPLICABLE PUBLICATIONS

7.1. Applicable Publications (Current Editions): The Contractor shall abide by all applicable regulations, publications, and manuals. Following is a list of basic publications applicable to PWS. The most current version of the publication applies. Publications not on the internet or MTF policies and procedures can be obtained from the MTF. Current issues of the publications and links to other service publications can be accessed at the following websites:

- http://www.apd.army.mil/
- http://www.defenselink.mil/pubs
- http://www.dtic.mil/whs/directives/
- http://www.e-publishing.af.mil
- https://www.health.mil

7.1.1. Contractors shall follow these codes as mandatory only to the extent that they apply to the contract. Supplements, amendments, or changes to these mandatory publications may be issued during the life of the contract. Advisory publications may be used for information and guidance but are not binding for compliance.

7.2. Public Law.

91-596	Occupational Safety and Health Act of 1970
104-191	Health Insurance Portability and Accountability Act of 1996

7.3. Code of Federal Regulation. https://www.ecfr.gov

9 CFR 1910	Occupational Safety and Health Standards
9 CFR 1910.1001	Asbestos
9 CFR 1926	Safety And Health Regulations for Construction
9 CFR 1926.103	Respiratory Protection
29 CFR 1926.59	Hazard Communication
29 CFR 1926.62	Lead
40 CFR 745.83	Lead Based Paint Poisoning Prevention in Certain Residential Structures

7.4. Accreditation Manuals.

TJC Manual the Joint Commission (TJC) Manual (Current Edition)

7.5. Department of Defense.

DoD 4500.9-R	Defense Transportation Regulation, Part II, Cargo Movement
DoD 5200.1-R	Information Security Program
DoD 5200.2	Personnel Security Program
DoDI 5200.46	DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card
DoDM 5400.7	DoD Freedom of Information Act
DoD 6055.01	SOH Program
DoD 8580.02-R	HIPAA Security Rule
DoDD 5144.02	Information Technology Standards in the DoD
DoDD 5205.2	DoD Operations Security (OPSEC) Program
DoDD 5500.07	Standards of Conduct
DoDD 6205.02E	Policy and Program for Immunizations to Protect the Health of Service Members and Military Beneficiaries
DoDD 8190.3	Smart Card Technology
DoDD 8500.01E	Information Assurance
DoDI 1100.22	Policy and Procedures for Determining Workforce Mix
DoDI 1402.5	Background Checks on Individuals in Department of Defense Child Development and Youth Services
DoDI 3020.37 DoDI 5400.11	Continuation of Essential DoD Contractor Services During a Crises (DFAR 252.237.7023) DoD Privacy and Civil Liberties Programs
DoDI 6205.02	DoD Immunization Program
DoDI 8010.01	Department of Defense Information Network (DODIN) Transport
DoDI 8420.01 / DoDI 8100.02	Commercial Wireless and RF Devices in DoD Facilities
DoDI 8500.01	Cybersecurity
DoDI 8500.01, Enclosure 3	Platform Information Technology / Standalone Systems
DoDI 8510.01	Risk Management Framework (RMF) for DoD Information Technology (IT)
DoDM 6025.18/ DoDI 6025.18	Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Healthcare Programs

7.6. Army.

AEA Regulation 190-16	Installation Access Control for the U.S. Forces in Europe

AR 40-1	Composition, Mission, and Functions of the Army Medical Department
AR 40-3	Medical, Dental, and Veterinary Care
AR 40-5	Army Public Health Program
AR 40-61	Medical Logistics Policies
AR40-63	Ophthalmic Services
AR 40-562	Immunizations and Chemoprophylaxis for the Prevention of Infectious Diseases
AR 380-53	Communications Security Monitoring
DA PAM 385-40	Army Mishap Investigations and Reporting
AR 600-20	Army Command Policy
ARMY DIR 2014-23	Conduct of Screening and Background Checks for Individuals who Have Regular Contact with Children
DA PAM 40-11	Army Public Health Program
TB MED 515	Occupational Health and Industrial Hygiene Guidance for the Manage Use and Disposal of Hazardous Drugs

7.7. DHA and DISA.

DHA AI 087	Radiation Safety Program (RSP) and Radiation Safety Committee (RSC)
DHA AI 5200.02	Information Security Program
DHA AI 5200.03	Operations Security (OPSEC) Program
DHA 5200.04	Personnel Security Program
DHA AI 5210.01	Physical Security Program
DHA AI 5400.01	Privacy and Civil Liberties Compliance
DHA-PM 6025.13, All Volumes	Clinical Quality Management in the Military Health System
DHA PM 6040.06	Medical Logistics (MEDLOG) Medical Gas Services
DHA PM 6050.01	Medical Logistics (MEDLOG) Regulated Medical Waste (RMW) Management (July 23, 2021).
DHA AI 6055.01	Safety Program
DHA PM 6430.02	Medical Logistics (MEDLOG) Linen Services (June 16,2021)
DHA PM 6430.04	Healthcare Environmental Cleaning
DHA PM 23-005	Sexual Assault Prevention Response Policy Memo
DHA-AI 075	Health Insurance Portability and Accountability Act Core Tenets Procedures
DHA-AI 077	DHA Cybersecurity Risk Management Policy

DISA Connection Process Guide (DCPG)

7.8. LRMC References

Pamphlet 40-9	Infection and Control Manual
Pamphlet 40-10	Bloodborne Pathogen Exposure Control
Policy 15-9	Safety Policy for LRMC
Policy 4-9	Prevention of Sexual Harassment
Memo 40-98	Regulated Medical Waste Management
Memo 40-99	Hazardous Materials and Hazardous Waste Management Program
Memo 190-5	Security Management
Memo 200-2	Separate or Recycle Trash (SORT)
Memo 385-2	Safety Management Program
Meno 385-1	HAZCOM
Memo 600-2	Smoking Policy
Memo 670-1	Duty Uniform Policy
Memo 40-86	Staff Rights Policy
LRMC Memo 190-6	Security Management Program
LRMC Memo 500-1	Emergency Response Plan
LRMC SOP	Environmental Cleaning of the Operating Room

7.9. MEDDACB References

MEDDACB SOP 40-23	Hazardous Waste Management
MEDDACB SOP 40-61-10	Housekeeping Services
MEDDACB SOP 40-60-11	Linen Services and Procedures
MEDDACB SOP 670-1	Wear and Appearance
MEDDACB SOP 40-68-10	Orientation and Competency Program
MEDDACB SOP 40-5-18	Occupational Health Program
MEDDACB SOP 40-12	Bloodborne Pathogen Exposure Management

7.10. Industry Publications and Other References.

Association for the Healthcare Environment (AHE) Practice Guidance for Healthcare Environmental Cleaning manual	https://www.ahe.org/
Robert Koch Institute (RKI)	https://www.rki.de/
DIN Norm 13063 (copy right secured)	https://www.dinmedia.de/de/norm/din-13063/342791036
International Sanitary Supply Association (ISSA)	https://www.issa.com/

Cleaning Industry Management Standard for Green Buildings (CIMS-GB)	https://www.issa.com/
Advisory recommendations of the Association of Peri-operative Registered Nurses (AORN)	https://www.aorn.org/
Advisory recommendation of the Center for Disease Control and Prevention (CDC)	https://www.cdc.gov/
Healthcare Infection Control Practices Advisory Committee (HICPAC), "Guidelines for Environmental Infection Control in Healthcare Facilities"	https://www.cdc.gov/hicpac/index.html
Green Seal (GS) Product Standards	www.greenseal.org
Sustainable Earth Green Cleaning (SEGC) Product Standards	https://www.epa.gov/greenerproducts/identifying-greener-cleaning-products
United States Pharmacopeia (USP) 797 Cleaning and Disinfecting the Pharmaceutical Compounding— Sterile Preparations areas	https://www.usp.org/search?search_api_fulltext=Sterile Preparation Areas
U.S. Food and Drug Administration	https://www.fda.gov/
Clinical Nursing Skills and Techniques, 9th or latest edition, Perry, Potter, Ostendorf.	https://1lib.us/book/3110080/705435
American National Standards Institute/Association for the Advancement of Medical Instrumentation publication (ANSI/AAMI) ST65:2008, "Processing of reusable surgical textiles for use in health care facilities."	https://webstore.ansi.org/Standards/AAMI/ANSIAAMIST652008R2018
American National Standards Institute Z88.2-2015: Practices for Respiratory Protection	https://webstore.ansi.org/preview-pages/ASSE/preview_ANSI+ASSE+Z88.2-2015.pdf
Current Indoor Environmental Healthcare and Hospitality Association (IEHA) standards	https://www.ieha.org/
Underwriter's Laboratory (UL) and NFPA requirements	https://ulstandards.ul.com/ https://www.nfpa.org/
United States Department of Agriculture Bio-Preferred program (Farm Security and Rural Investment Act of 2002, Section 9002).	https://www.biopreferred.gov/BioPreferred/
US Army Corps of Engineers EM 385-1-1, Safety and Health Requirements Manual	https://www.usace.army.mil/Missions/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/
Centers for Disease Control and Prevention: Hand Hygiene in Healthcare Settings - Fire Safety and Alcohol-Based Hand Sanitizer (ABHS)	https://www.cdc.gov/handhygiene/firesafety/index.html

Standard Forms.

- SF 85
- SF 86

Other Forms: Specific forms may be identified at the TO level.

PART 8
PERFORMANCE REPORTING AND DELIVERABLES

8.1. Performance Requirements Summary (PRS).

Performance Objective	PWS Reference	Description	AQL	Below AQL Compliance
Overall Cleaning Efficacy	5.20.1.	This indicator is a measure of the Contractor's quality control program and inspection activities to prevent unacceptable performance	97%	Reperformance, Negative Performance Assessment
Service Call Responsiveness	2.1.22., 5.3.2.1., 5.3.3.1., 5.3.4.1., 5.3.5.1., 5.3.6.1.	This indicator is a measure of the Contractor's response times to service calls.	97%	Reperformance, Negative Performance Assessment
Contingency Cleaning Efficacy	5.20.1	This indicator is a measure of the Contractor's ability to accomplish unforeseen cleaning demand for aseptic cleaning requirements	97%	Reperformance, Negative Performance Assessment

Timeliness and Completeness of Deliverables	8.2.	This indicator is a measure of the Contractor's timely, complete, and accurate submission of TO and Contract level deliverables.	95%	Negative Performance Assessment

8.2. Contractor Deliverables.

Deliverable	Frequency	Medium/Format	Paragraph Reference
1. Cleaning report	Monthly	Contractor Format	1.8.1
2. Training Plans	Monthly	Contractor Format	1.9.1.
3. Program Manager	Within 10 calendar days after award, and within 5 business days before changes	Contractor Format	1.10.1
4. Executive Manager(s) Name(s)	Within 10 calendar days after award, and within 5 business days before changes	Contractor Format	1.10.2
5. Executive Manager(s) Resume/Certification	Within 10 calendar days after award, and within 15 business days before changes	Contractor Format	1.10.2.1
6. On-Site Managers Names	Within 10 calendar days after start of phase-in, and within 5 business days when changed	Contractor Format	1.10.3.
7. On-Site Management Resume/Certification	Within 10 calendar days after start of phase-in, and within 5 business days when changed	Contractor Format	1.10.3.1., 1.10.3.2.
8. Health Requirements	Within 10 days prior to starting work, annually thereafter	Contractor Format	1.16., 1.16.1
9. Background Investigations	The start day of the phase-in period.	Contractor Format	1.17.3.
10. Safety Program	Annually, when changed	Contractor Format	1.18.1.

11. Inspection Report	Monthly	Government Format	1.19.3.
12. Key Control	Annually and as required	Contractor Format	1.20.1
13. Contractor allocated space - request for repair	Complete inspection within 10 days of phase-in period then NLT 5 days after discovery of future need repair	Contractor Format	3.1.3., 5.2.5.
14. Cleaning Supply List	Within 15 days after phase-in period starts, and prior to use.	Contractor Format	4.1.6.
15. Consumable supply usage report	Annually	Contractor Format	4.3.4.
16. Service Call Log	Monthly	Contractor Format	4.8.2.
17. Linen delivery tickets	Upon service completion	Contractor Format	4.9.5.
18. Certifications and administrative documents	Within 10 calendar days after phase-in period start, annually	Contractor Format	5.1.2.
19. Government Provided Items Inventory	Within 10 calendar days after phase-in period start, annually	Contractor Format	5.2.4.
20. Contractor and personnel list	Within 30 calendar days after phase-in period start	Contractor Format	5.2.7.
21. Contractor Work Schedule	NLT 10 business days after award and thereafter NLT the 25th of each month for the following month	Contractor Format	5.2.8.