

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Diane Schafer Goodstein, Circuit Court Judge

Unpublished Opinion No. 2018-UP-221 (S.C. Ct. App. filed May 30, 2018)
Appellate Case No. 2015-002466
Case No. 2012-CP-07-03782

Rebecca Delaney, as Personal
Representative of the Estate of
Justin Nicholas Miller,

Petitioner,

v.

CasePro, Inc.,

Respondent.

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Diane Schafer Goodstein, Circuit Court Judge

Case No. 2012-CP-07-03782

Rebecca Delaney, as Personal
Representative of the Estate of
Justin Nicholas Miller,

Appellant,

v.

CasePro, Inc.,

Respondent.

Record on Appeal: Volume V
PAGES 2001-2445

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PLAINTIFF'S REQUEST TO CHARGE NO. _____
(Breach of Duty)

A breach of duty exists when it is foreseeable that one's conduct may likely injure the person to whom the duty is owed.

Horne v. Beason, 285 S.C. 518, 331 S.E. 2d 342 (1985).

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the employee was acting within the scope of employment when the negligent act or omission was committed.

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

REBECCA DELANEY, as the Personal Representative of the Estate of JUSTIN NICHOLAS MILLER,

Plaintiff,

VS.

CASEPRO, INC.,

Defendant.

PLAINTIFF'S REQUESTED JURY INSTRUCTION NO. _____
(Negligence-Comparative)

The Plaintiff in a negligence action may recover damages if his negligence, if any, is not greater than that of the Defendant's.

Nelson v. Concrete Supply Co., 303 S.C. 243, 399 S.E.2d 783 (1991).

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

**REBECCA DELANEY, as the Personal
Representative of the Estate of JUSTIN
NICHOLAS MILLER,**

Plaintiff,

vs.

CASEPRO, INC.,

Defendant.

PLAINTIFF'S REQUESTED JURY INSTRUCTION NO. _____
(Negligence-Foreseeability)

It is not necessary that one charged with negligence should have been able to anticipate the precise injury complained of, it is sufficient that he should have reasonably foreseen that his acts or omissions would probably result in injury of some kind to some person.

Young v. Tide Craft, Inc., 270 S.C. 453, 242 S.E.2d 671 (1978), 1 ALR 4th 394.

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claimed right of damages against the Defendant, the burden of proof is upon the Plaintiff to establish all three by the preponderance or greater weight of the evidence.

First, that the Defendant, through its agents, servants, and/or employees, was negligent and/or reckless, willful, or wanton in one or more of those specifications of wrongful conduct as alleged in the complaint.

Second, that the Plaintiff's intestate, Justin Nicholas Miller, came to his untimely death as a consequence of that alleged wrongful conduct.

Third, that through its agents, servants, and/or employees, the Defendant's negligence and/or recklessness, willfulness, and/or wantonness, in one or more of the specifications of wrongful conduct as alleged in the complaint, was a proximate cause of the death of the Plaintiff's intestate.

Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996); Snow v. City of Columbia, 305 S.C. 544, 409 S.E.2d 797 (Ct. App. 1991); Self v. Goodrich, 300 S.C. 349, 387 S.E.2d 713 (Ct. App. 1989).

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JUDGMENT.

THE DAMAGES IN AN ACTION FOR WRONGFUL DEATH INCLUDE:

(1) PECUNIARY LOSS - THAT IS, THE LOSS OF THE DECEASED'S ABILITY TO EARN MONEY IN WHICH THE PLAINTIFF MIGHT LOGICALLY AND REASONABLE HAVE BEEN EXPECTED TO SHARE, SUCH AS MONEY FOR THE CARE AND PROTECTION OF THE DECEASED'S SPOUSE AND CHILDREN AND FOR THE EDUCATION AND TRAINING OF THE DECEASED'S CHILDREN.²

WHERE THE RELATIONSHIP OF HUSBAND AND WIFE OR PARENT AND CHILD EXISTS, PECUNIARY LOSS WILL BE PRESUMED.³

(2) MENTAL SHOCK AND SUFFERING.

(3) WOUNDED FEELINGS.

(4) GRIEF AND SORROW.

(5) LOSS OF COMPANIONSHIP.

(6) LOSS OF THE USE AND COMFORT OF THE DECEASED'S SOCIETY, INCLUDING THE LOSS OF THE DECEASED'S EXPERIENCE, KNOWLEDGE, AND JUDGMENT IN MANAGING THE AFFAIRS OF THE DECEASED AND HIS [HER] BENEFICIARIES.⁴

(7) MEDICAL⁵ AND FUNERAL EXPENSES.⁶

² Brooks v. United States, 273 F.Supp. 619 (D.S.C. 1967).

³ Ellison v. Simmons, 238 S.C. 364, 120 S.E.2d 209 (1961); Nelson v. Charleston & W.C. Ry. Co., 231 S.C. 351, 98 S.E.2d 798 (1957); Scott v. Porter, 340 S.C. 158, 530 S.E.2d 389 (Ct. App. 2000).

⁴ Smith v. Wells, 258 S.C. 316, 188 S.E.2d 470 (1972); Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

⁵ Baker v. Sanders, 301 S.C. 170, 391 S.E.2d 229 (1990).

⁶ Smith v. Wells, 258 S.C. 316, 188 S.E.2d 470 (1972); Gowan v. Thomas, 237 S.C. 223, 116 S.E.2d 761 (1960).

IT IS NOT NECESSARY TO SHOW THE EXACT AMOUNT OF DAMAGES SUFFERED BY THE BENEFICIARIES OR THAT THE BENEFICIARIES SUFFERED A MONETARY LOSS. IN ADDITION, THE PERSON FOR WHOSE BENEFIT THE ACTION IS BROUGHT DOES NOT HAVE TO BE DEPENDENT ON THE DECEASED FOR SUPPORT.⁷

⁷ Johnson v. Charleston & W.C. Ry. Co., 234 S.C. 448, 108 S.E.2d 777 (1959).

OF THE CONDUCT.⁸

CLEAR AND CONVINCING IS MORE THAN JUST A PREPONDERANCE, OR GREATER WEIGHT, OF THE EVIDENCE, WHICH REQUIRES ONLY PROOF WHICH PERSUADES YOU THAT A PARTY'S CLAIM IS MORE LIKELY TRUE THAN NOT TRUE. ON THE OTHER HAND, CLEAR AND CONVINCING PROOF IS NOT AS HIGH A STANDARD AS THE BURDEN OF PROOF IN CRIMINAL CASES, WHICH IS PROOF BEYOND A REASONABLE DOUBT.⁹ CLEAR AND CONVINCING PROOF LEAVES NO SUBSTANTIAL DOUBT IN YOUR MIND. IT MEANS THAT THE EVIDENCE IS NOT AMBIGUOUS, DOUBTFUL, EQUIVOCAL OR CONTRADICTORY. CONVINCING MEANS PERSUADING BY PROOF OR ARGUMENT, CAUSING ONE TO BELIEVE IN THE TRUTH OF WHAT IS ASSERTED.¹⁰ CLEAR AND CONVINCING PROOF ESTABLISHES IN YOUR MIND, NOT ONLY THAT THE FACT IS PROBABLE, BUT THAT IT IS HIGHLY PROBABLE.¹¹

BEFORE AWARDING PUNITIVE DAMAGES, YOU MUST CONSIDER AND WEIGH FOUR ELEMENTS WHICH MAY BE PERTINENT TO THE FACTS OF THIS CASE:¹²

YOU MUST FIRST CONSIDER THE RELATIONSHIP BETWEEN ANY PUNITIVE DAMAGE AWARD AND THE HARM CAUSED. ANY PENALTY IMPOSED SHOULD TAKE INTO ACCOUNT THE REPREHENSIBILITY OF THE CONDUCT, THE HARM CAUSED, THE DEFENDANT'S AWARENESS OF THE CONDUCT'S WRONGFULNESS, THE DURATION OF THE CONDUCT, AND ANY

⁸ Mattison v. Dallas Carrier Corp., 947 F.2d 95 (4th Cir. 1991); Clark v. Cantrell, 339 S.C. 369, 529 S.E.2d 528 (2000); Gamble v. Stevenson, 305 S.C. 104, 406 S.E.2d 350 (1991); S.C. Code Ann. § 15-33-135.

⁹ Anonymous v. State Board of Med. Exam'rs, 329 S.C. 371, 496 S.E.2d 17 (1998).

¹⁰ Jimenez v. Diamler Chrysler Corp., 269 F.3d 439 (4th Cir. 2001); Anonymous v. State Board of Med. Exam'rs, 323 S.C. 260, 473 S.E.2d 870 (Ct. App. 1997), overruled on other grounds, 329 S.C. 371, 469 S.E.2d 17 (1998).

¹¹ Peeler v. Spartan Radiocasting, Inc., 324 S.C. 261, 478 S.E.2d 282 (1996).

¹² Mattison v. Dallas Carrier Corp., 947 F.2d 95 (4th Cir. 1991); Gamble v. Stevenson, 305 S.C. 104, 406 S.E.2d 350 (1991); Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

CONCEALMENT. THUS, ANY PENALTY IMPOSED SHOULD BEAR A RELATIONSHIP TO THE NATURE AND EXTENT OF THE CONDUCT AND THE HARM CAUSED, INCLUDING THE COMPENSATORY DAMAGE AWARD MADE BY YOU.

SECONDLY, ANY PENALTY IMPOSED SHOULD TAKE INTO ACCOUNT, AS A MITIGATING FACTOR, ANY OTHER PENALTY THAT MAY HAVE BEEN IMPOSED OR WHICH MAY BE IMPOSED FOR THE CONDUCT INVOLVED, INCLUDING ANY CRIMINAL OR CIVIL PENALTY OR ANY OTHER PUNITIVE DAMAGES AWARD ARISING OUT OF THE SAME CONDUCT.

NEXT, YOU SHOULD CONSIDER WHETHER THE AWARD OF AND THE AMOUNT OF ANY PUNITIVE DAMAGES AWARD MAY DEPRIVE THE DEFENDANT OF ANY PROFITS DERIVED FROM THE IMPROPER CONDUCT AND WHETHER THE ILL-GOTTEN PROFITS SHOULD BE PROPERLY AWARDED TO THE PLAINTIFF.

FINALLY, ANY AWARD OF PUNITIVE DAMAGES MUST BE LIMITED TO PUNISHMENT AND, THUS, MAY NOT EFFECT ECONOMIC BANKRUPTCY. TO THIS END, THE DEFENDANT'S ABILITY TO PAY ANY PUNITIVE DAMAGE AWARD SHOULD BE CONSIDERED. HOWEVER, THE ECONOMIC BANKRUPTCY FACTOR IS NOT AN ABSOLUTE BAR TO AN AWARD OF PUNITIVE DAMAGES.

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¹³ Parker v. Simmons, 163 S.C. 42, 161 S.E. 169 (1931).

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See Degenhart v. Knights of Columbus, 309 S.C. 114, 420 S.E.2d 495 (1992); *Moore v. Berkeley County Sch. Dist.*, 326 S.C. 584, 486 S.E.2d 9 (Ct. App. 1997); *Brockington v. Pee Dee Mental Health Ctr.*, 315 S.C. 214, 433 S.E.2d 16 (Ct. App. 1993); 30 C.J.S. Employer-Employee §§ 186, 189 (1992); Restatement (Second) of Torts § 317 (1965).

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(Principal Liable for Acts of Agent, Servant or Employee Acting within the Scope of Employment)

The principal is bound by, and liable for, the acts which his agent does with or within the actual or apparent authority from the principal, and within the scope of the agent's employment, or which the principal ratifies.

When an agent acts against the express instructions of the principal, but within the scope of

the agent's employment, the principal is still liable, unless the person dealing with the agent knew that the agent was exceeding his authority or violating the principal's instructions.

A principal may be liable to third persons for negligence and other malfeasance and omissions of duty of the agent acting within the scope of the agency, although the principal did not authorize, participate in, or know of such misconduct, or even if he forbade the acts or disapproved of them. In every such case, the principal holds out his agent as competent and fit to be trusted, and thereby, in effect, the principal warrants the agent's fidelity and good conduct in all matters within the scope of the agency.

See Rickborn v. Liberty Life Ins. Co., 321 S.C. 291, 468 S.E.2d 292 (1996); *Cook v. Canal Ins. Co.*, 245 S.C. 238, 140 S.E.2d 166; *McPherson v. United American Ins. Co.*, 242 S.C. 28, 129 S.E.2d 842 (1963); *Carver v. Morrow*, 213 S.C. 199, 48 S.E.2d 814 (1948); *Williams v. Commercial Cas. Ins. Co.*, 159 S.C. 301, 156 S.E. 871 (1931); *South Carolina Ins. Co. v. James C. Greene and Co.*, 290 S.C. 171, 348 S.E.2d 617 (Ct. App. 1986)(in true agency situation, principal is liable vice the agent by reason of his consent to be bound; agent contracting with authority of principal binds him to same extent as if principal personally made contract; principal's liability to third party is contractual and direct); *Id.*; 3 Am. Jur. 2d Agency § 270 (1986).

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DEFENDANT'S REQUEST TO CHARGE NO. 1
(HINDSIGHT)

In considering whether the Defendant has exercised reasonable judgment in a given case, you must consider such judgment in relationship to the facts as they existed at the time the judgment was made, and not in light of what hindsight may later reveal.

Ralph King Anderson, Jr., South Carolina Requests to Charge- Civil, § 27-12

DEFENDANT'S REQUEST TO CHARGE NO. 3
(NEGLIGENCE)

In order to prevail on a negligence claim, Plaintiff must establish three elements by the greater weight or preponderance of the evidence: (1) That the Defendant was negligent; (2) That the Plaintiff was damaged; (3) That the Plaintiff's damages were proximately caused by the Defendant's negligence. If Plaintiff fails to prove any or all of these elements, you must find in favor of the Defendant.

Richardson's Restaurants, Inc. v. National Bank of S.C., 403 S.E.2d 669 (Ct. App. 1991).

DEFENDANT'S REQUEST TO CHARGE NO. 4
(NEGLIGENCE NOT PRESUMED)

Negligence on the part of the Defendants is not presumed, but must be affirmatively proved. The burden of proof is on the Plaintiff to prove the case by the preponderance or the greater weight of the evidence. In the absence of evidence to the contrary, it will be presumed that the Defendant was not negligent.

Ellis v. U.S., 484 F.Supp. 4 (S.C. 1978);

Bessinger v. DeLoach, 230 S.C. 1, 94 S.E.2d 3 (1956)

Gilland v. Peter's Dry Cleaning Co., 195 S.C. 417, 11 S.E.2d 857 (1941).

DEFENDANT'S REQUEST TO CHARGE NO. 5
(NEGLIGENCE - DUE CARE)

"Negligence" is the failure to use "due care," which is that degree of care which a person of ordinary prudence and reason would exercise under the same circumstances.

Hart v. Doe, 261 S.C. 116, 198 S.E.2d 526 (1973).

DEFENDANT'S REQUEST TO CHARGE NO. 6
DUTY

An essential element in a cause of action for negligence is the existence of a legal duty of care owed by the defendant to the plaintiff. Without a duty, there is no actionable negligence.

Bishop v. S. Carolina Dep't of Mental Health, 331 S.C. 79, 86, 502 S.E.2d 78, 81 (1998)

DEFENDANT'S REQUEST TO CHARGE NO. 7
DUTY

A tortfeasor's duty arises from his relationship to the injured party. It is essential to liability for negligence to attach that the parties shall have sustained a relationship recognized by law as the foundation of a duty of care. Where this relationship is too attenuated a duty will not arise.

18 S.C. Jur. Negligence § 17 (citing *Ravan v. Greenville County*, 315 S.C. 447, 434 S.E.2d 296 (Ct. App. 1993)).

DEFENDANT'S REQUEST TO CHARGE NO. 8
CAUSATION

The Plaintiff must also demonstrate by the preponderance of the evidence, the causal relationship between the alleged negligence of the Defendant and the Plaintiff's damages. If the Plaintiff fails to demonstrate this causal relationship he/she fails to prove his/her cause of action.

Kemmerlin v. Wingate, 274 S.C. 62, 261 S.E.2d 50 (1979)
Armstrong v. Weiland, 267 S.C. 12, 225 S.E.2d 851 (1976)

Defendant's Request to Charge 9

Forseeability

Forseeability of some injury from a negligent act or omission is a requisite to that act or omission being a proximate cause of the injury for which recovery is sought by the Plaintiff. The standard by which forseeability is determined is by looking to the natural and probable consequences of the complained act or omission.

The defendant may be held liable only for those things that appear to have been a natural and probable consequence of the defendant's negligence.

Actual damages include compensation for all injuries which are naturally the proximate result of the alleged wrongful conduct of the defendant.

FENNELL v. FILLER, M.D., 2006 WL 7285671 (2006).

DEFENDANT'S REQUEST TO CHARGE NO. 10
PROXIMATE CAUSE

Proximate cause requires proof of (1) causation in fact and (2) legal cause.

Causation in fact is proved by establishing the injury would not have occurred "but for" the defendant's negligence. Legal cause is proved by establishing foreseeability. Although foreseeability of some injury from an act or omission is a prerequisite to establishing proximate cause, the plaintiff need not prove that the actor should have contemplated the particular event which occurred. The defendant may be held liable for anything which appears to have been a natural and probable consequence of his negligence. A plaintiff therefore proves legal cause only if he establishes that the injury in question occurred as a natural and probable consequence of the defendant's negligence.

Bramlette v. Charter-Med.-Columbia, 302 S.C. 68, 72, 393 S.E.2d 914, 916 (1990)

DEFENDANT'S REQUEST TO CHARGE NO. 11
REMOTE CAUSE

When the negligence appears merely to have brought about a condition of affairs, or a situation in which another and entirely independent and efficient agency intervenes to cause the injury, the latter is to be deemed the direct or proximate cause, and the former only the indirect or remote cause.

A prior and remote cause cannot be made the basis of an action if an independent negligent act sets into operation the circumstances which result in injury.

Stone v. Bethea, 251 S.C. 157, 162, 161 S.E.2d 171, 173-74 (1968).

Driggers v. City of Florence, 190 S.C. 309, 2 S.E.2d 790, 791 (1939).

DEFENDANT'S REQUEST TO CHARGE NO. 12
SOLE NEGLIGENCE OF THIRD PARTY

The Defendant claims that the Plaintiff's injury was not proximately caused by the Defendant's negligence, but was solely caused by the negligence of another person. The Defendant does not have the burden of proving that the negligence of the other person caused the Plaintiff's injury. Instead, the burden remains on the Plaintiff to prove that the Defendant's negligence was the proximate cause of the Plaintiff's injury.

O'Neal v. Carolina Farm Supply of Johnston, Inc., 279 S.C. 490, 494, 309 S.E.2d 776, 779 (Ct. App. 1983)

DEFENDANT'S REQUEST TO CHARGE NO. 143
EXPERT - "MOST PROBABLY TEST"

When the opinions of medical experts are relied upon to establish causal connection of negligence to injury, the proper test to be applied is that the expert must, with reasonable certainty, state that in his professional opinion, the injuries complained of most probably resulted from the alleged negligence of the defendant. It is not sufficient that the malady in question "possibly" or "could have" or "might have" resulted from the negligence.

Gambrell v. Burleson, 252 S.C. 98, 165 S.E.2d 622 (1969)

Cross v. Concrete Materials, 236 S.C. 440, 114 S.E.2d 828 (1960)

DEFENDANT'S REQUEST TO CHARGE NO. 184

OPINIONS REGARDING TREATMENT

The mere fact that the plaintiff's expert witness may use a different approach in treating a patient is not considered a deviation by the defendant physician from the recognized standard of medical care. Nor is this standard violated because an expert disagrees with the defendant physician as to what is the best or better approach in treating a patient. Medicine is an inexact science, and eminently qualified physicians may differ as to what constitutes a preferable course of treatment. Such differences as to preference do not amount to malpractice.

Todd v. United States, 570 F. Supp. 670, 677 (D.S.C. 1983) (quoting Fitzgerald v. Manning, 679 F.2d 341 (4th Cir. 1982).

DEFENDANT'S REQUEST TO CHARGE NO. 145
OPINIONS REGARDING TREATMENT

There may be more than one school of thought as to the proper treatment of a patient. In cases where there is a difference of opinion between competent medical authorities, a physician or nurse will not be liable if in the exercise of his judgment he followed a course of treatment supported by reputable, respectable, and reasonable medical experts.

Fitzgerald v. Manning, 679 F.2d 341 (4th Cir. 1982).

Furey v. Thomas Jefferson Univ. Hosp., 325 Pa.Super. 212, 472 A.2d 1083 (1984).

Chamber v. McClure, 505 F.2d 489 (6th Cir. 1974).

DEFENDANT'S REQUEST TO CHARGE NO. 186

**MEDICAL PROFESSIONAL AT LIBERTY TO FOLLOW
RECOGNIZED TREATMENT**

The mere fact that the plaintiff's expert may use a different approach is not considered a deviation from the recognized standard of medical care. Nor is the standard violated because the expert disagrees with a defendant as to what is the best or better approach in treating a patient. Medicine is an inexact science, and generally qualified physicians and nurses may differ as to what constitutes a preferable course of treatment. Such differences to preference under our law do not amount to malpractice.

McCourt By and Through McCourt v. Abernathy, 318 S.C. 301, 457 S.E.2d 603 (1995).

DEFENDANT'S REQUEST TO CHARGE NO. **MR 17**
MEDICAL PROFESSIONAL NOT LIABLE FOR ERROR IN JUDGMENT

A physician or nurse cannot be held liable for a mere error in judgment except where the error results in a failure to comply with the recognized standard of medical care exercised by physicians or nurses in the same specialty under similar circumstances.

Where, according to standard medical practice, the course of treatment involved are matters to be subjected to the judgment of the medical professional, he or she must be allowed to exercise that judgment based on the conditions existing and facts known at the time of the judgment. The physician or nurse cannot be held liable in the light of knowledge gained through subsequent developments.

Ralph King Anderson, Jr., South Carolina Requests to Charge- Civil, § 27-12

DEFENDANTS' REQUEST TO CHARGE NO. **A18**
COURSE OF TREATMENT

If you find from the evidence that two or more alternate courses of professional care would be recognized in the Defendant's profession as being proper and the Defendant used his best judgment, based upon information available to them at the time, in selecting one of these proper alternatives, then there is no legal basis for liability and you should find for the Defendant.

Hook v. Rothstein, 281 S.C. 541, 316 S.E.2d 690, 701 n. 3 (Ct. App. 1984).

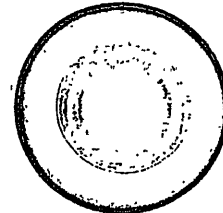
DEFENDANT'S REQUEST TO CHARGE NO. 1374
MALPRACTICE - HINDSIGHT

In South Carolina, the questions of whether a medical professional deviated from the applicable standard of care is to be determined by what an ordinary, careful, and prudent medical professional would have done under the same or similar circumstances. In determining whether the doctor or nurse was negligent in his or her selection of a method of treatment, you should consider the medical professional's judgment in light of all of the attendant circumstances at the time he or she acted. You should not judge the medical professional by after-acquired knowledge or by the results of the treatment.

Ralph King Anderson, Jr., South Carolina Requests to Charge- Civil, § 27-12.

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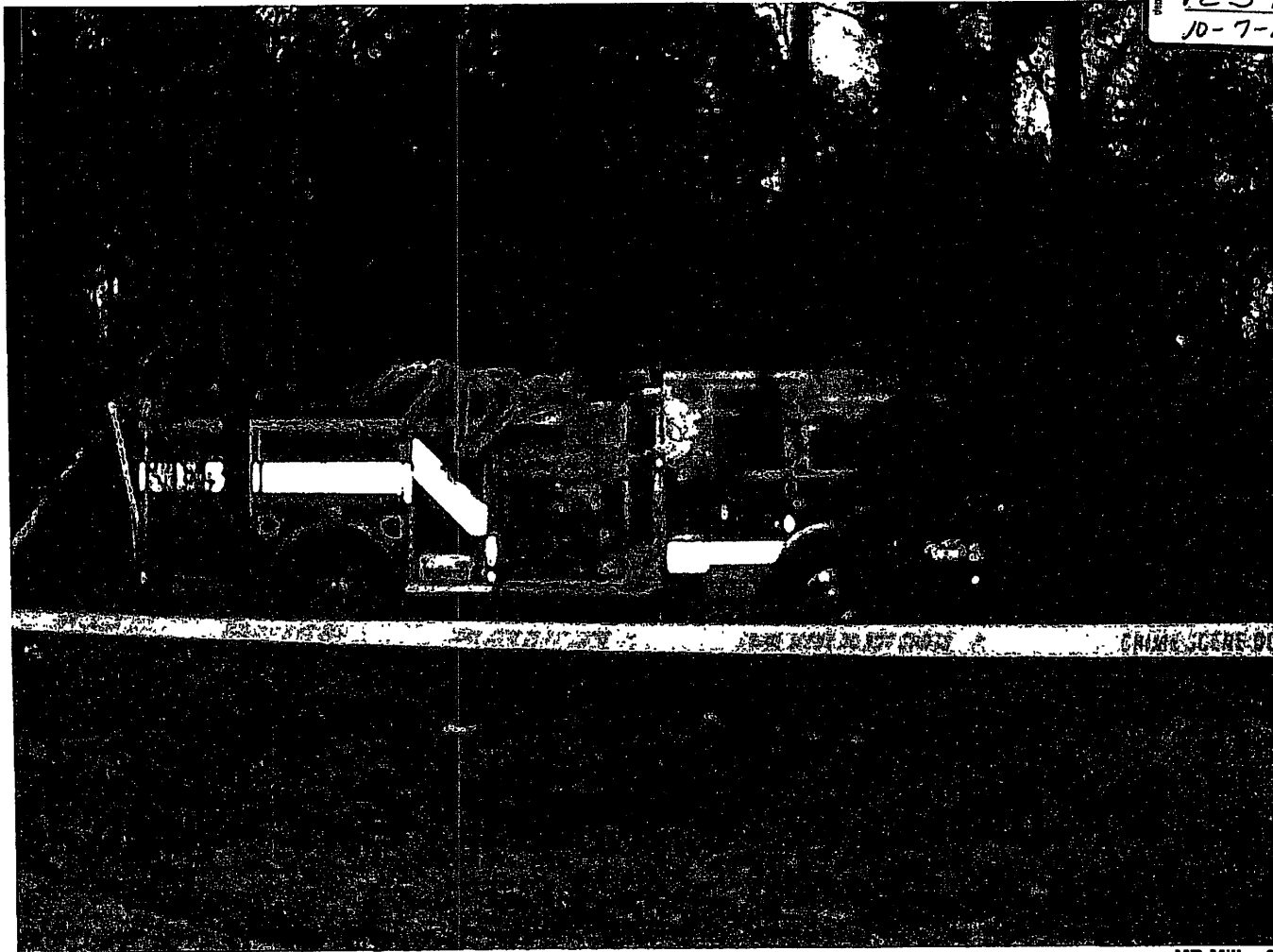


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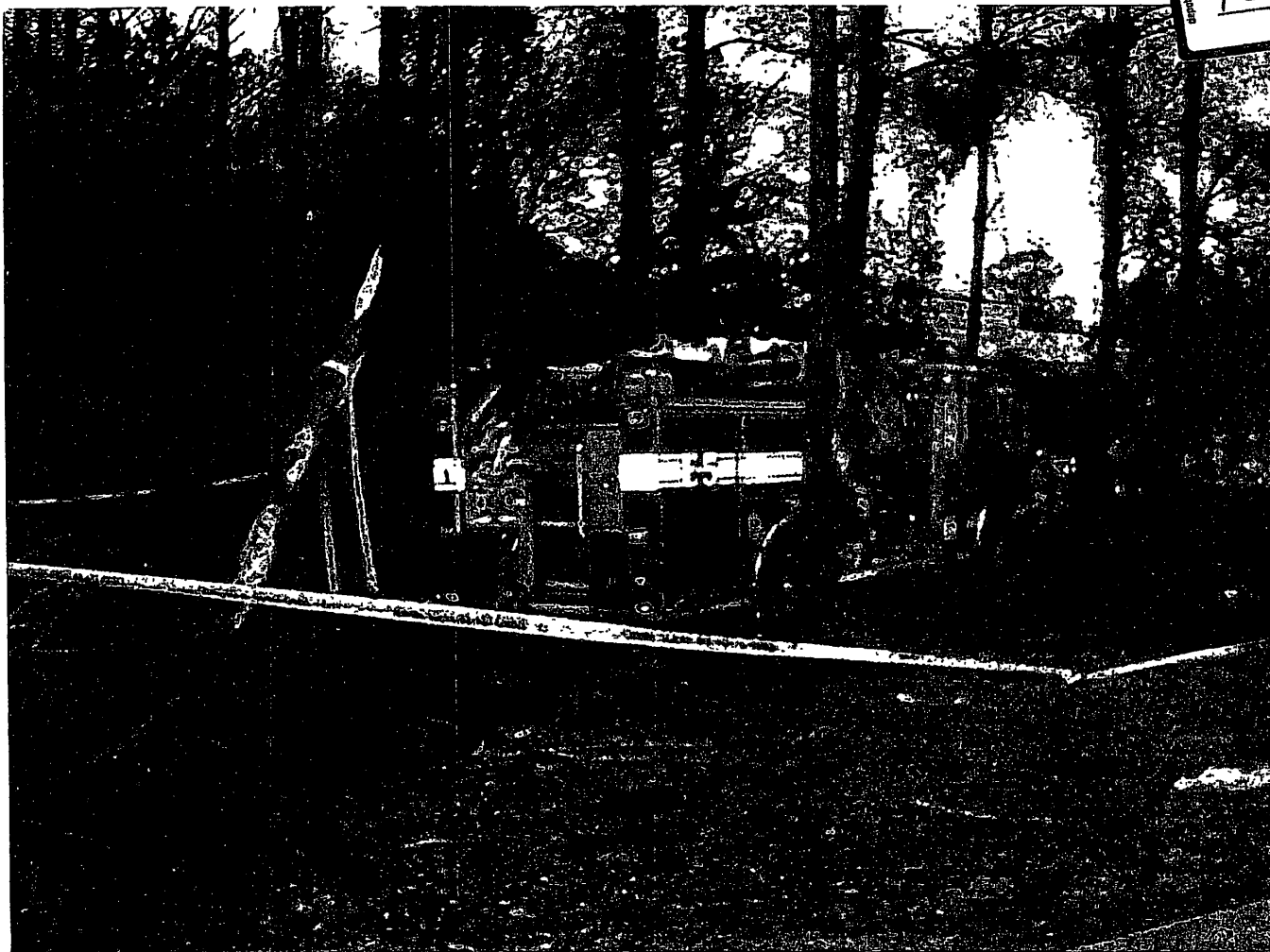


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EXHIBIT
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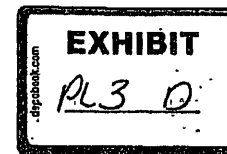
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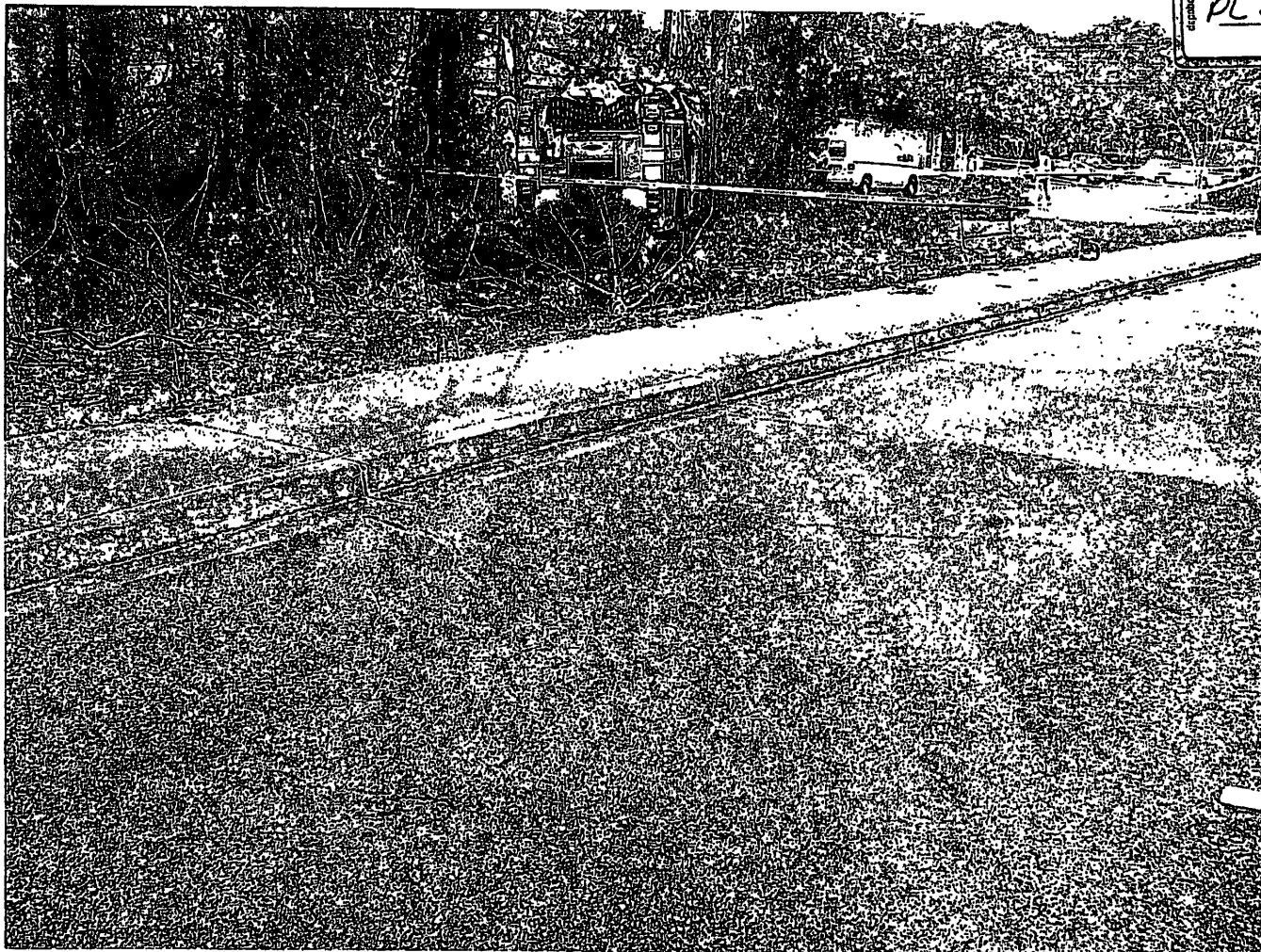


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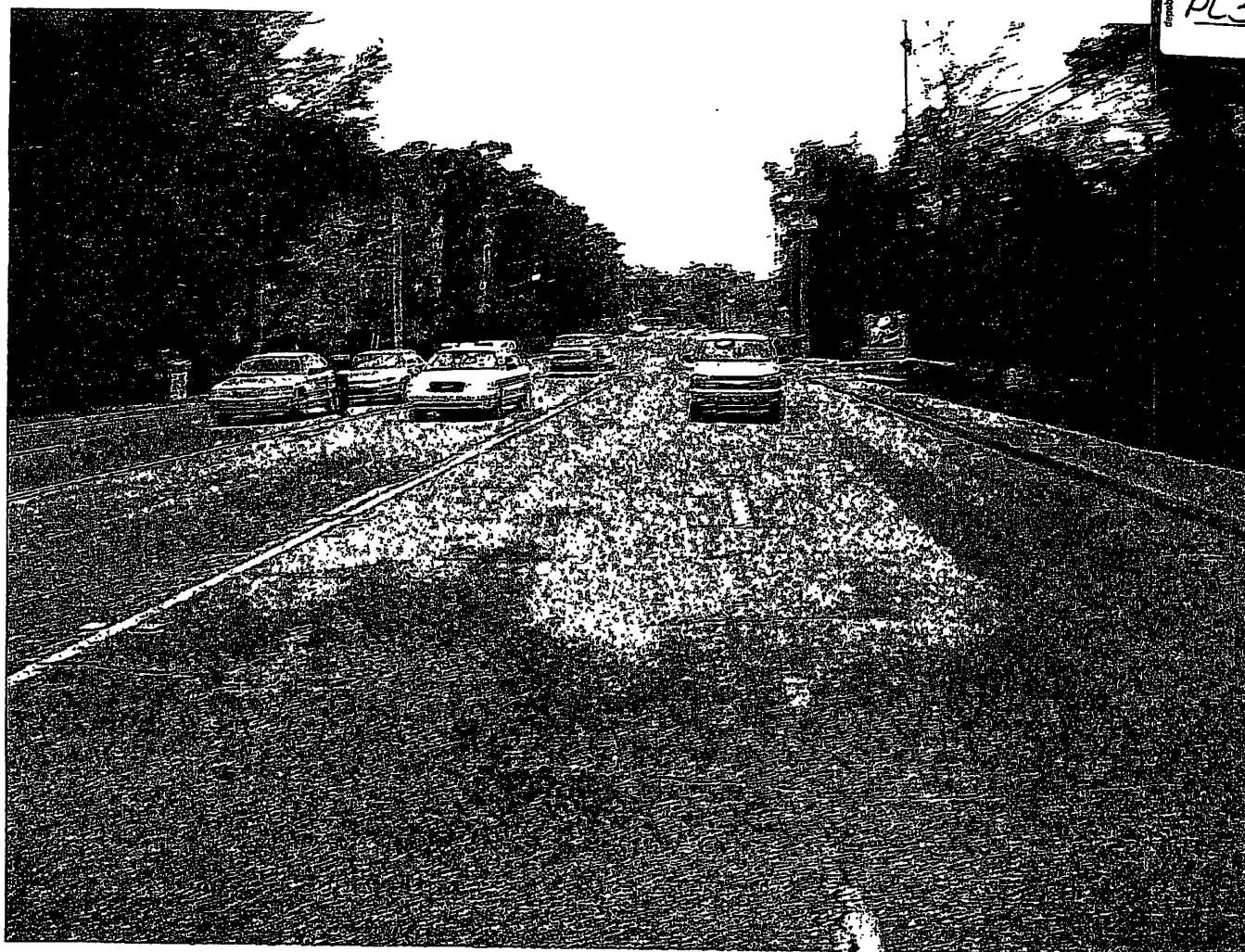
MR-Miller-002192

EXHIBIT
PL 3 E



MR-Miller-002193

EXHIBIT
PL3 F



MR-Miller-002194

2085

EXHIBIT
PL3 G



MR-Miller-002195



MR-Miller-002196



EXHIBIT
R3 I

MR-Miller-002197

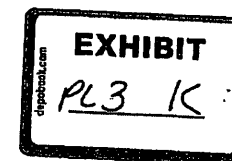
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EXHIBIT
PL3 J



MR-Miller-002198

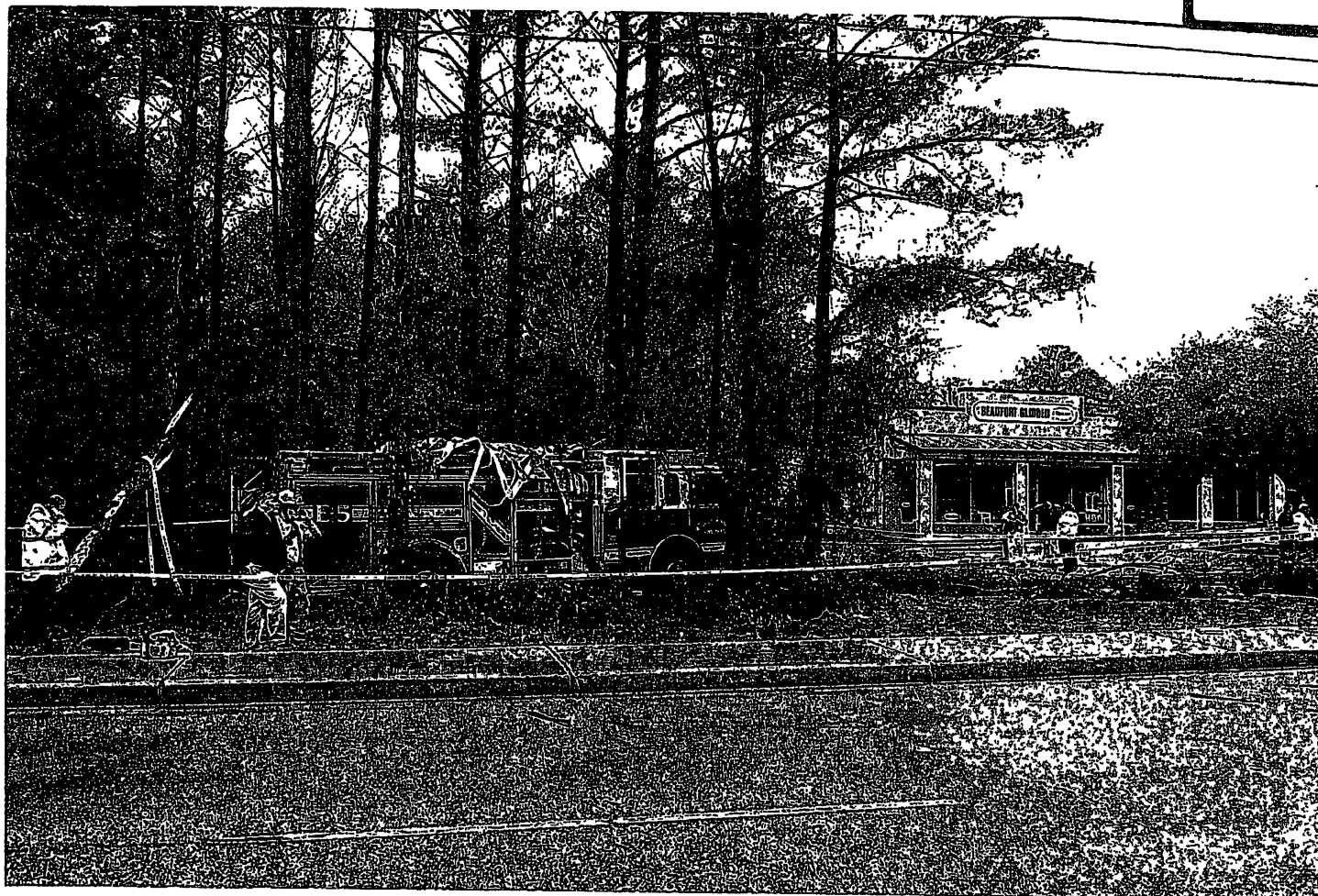
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MR-Miller-002203

2090

EXHIBIT
PL 3L



MR-Miller-002204

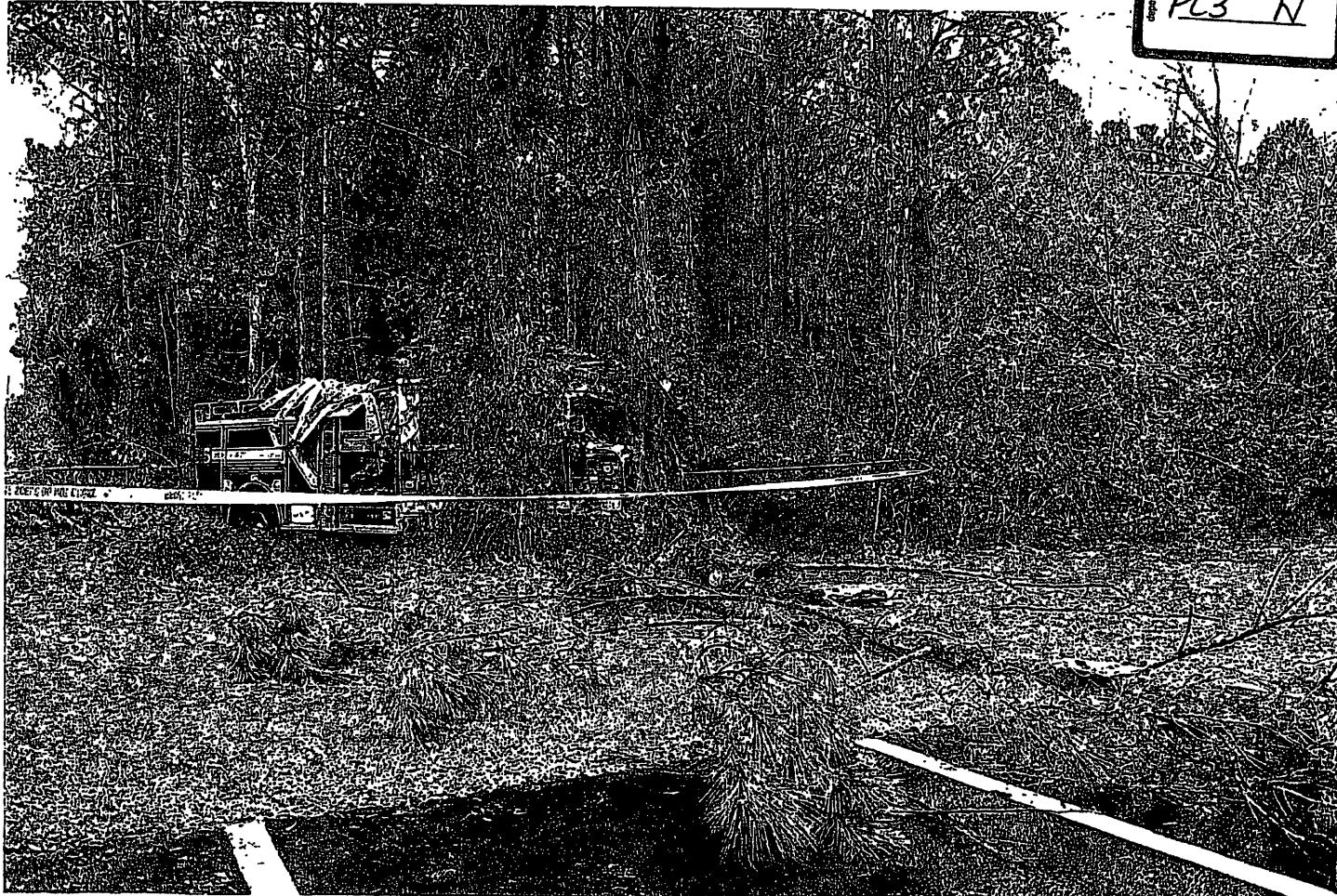
EXHIBIT
PL 3 M



MR-Miller-002205

2092

EXHIBIT
PL3 N



MR-Miller-002206

2093

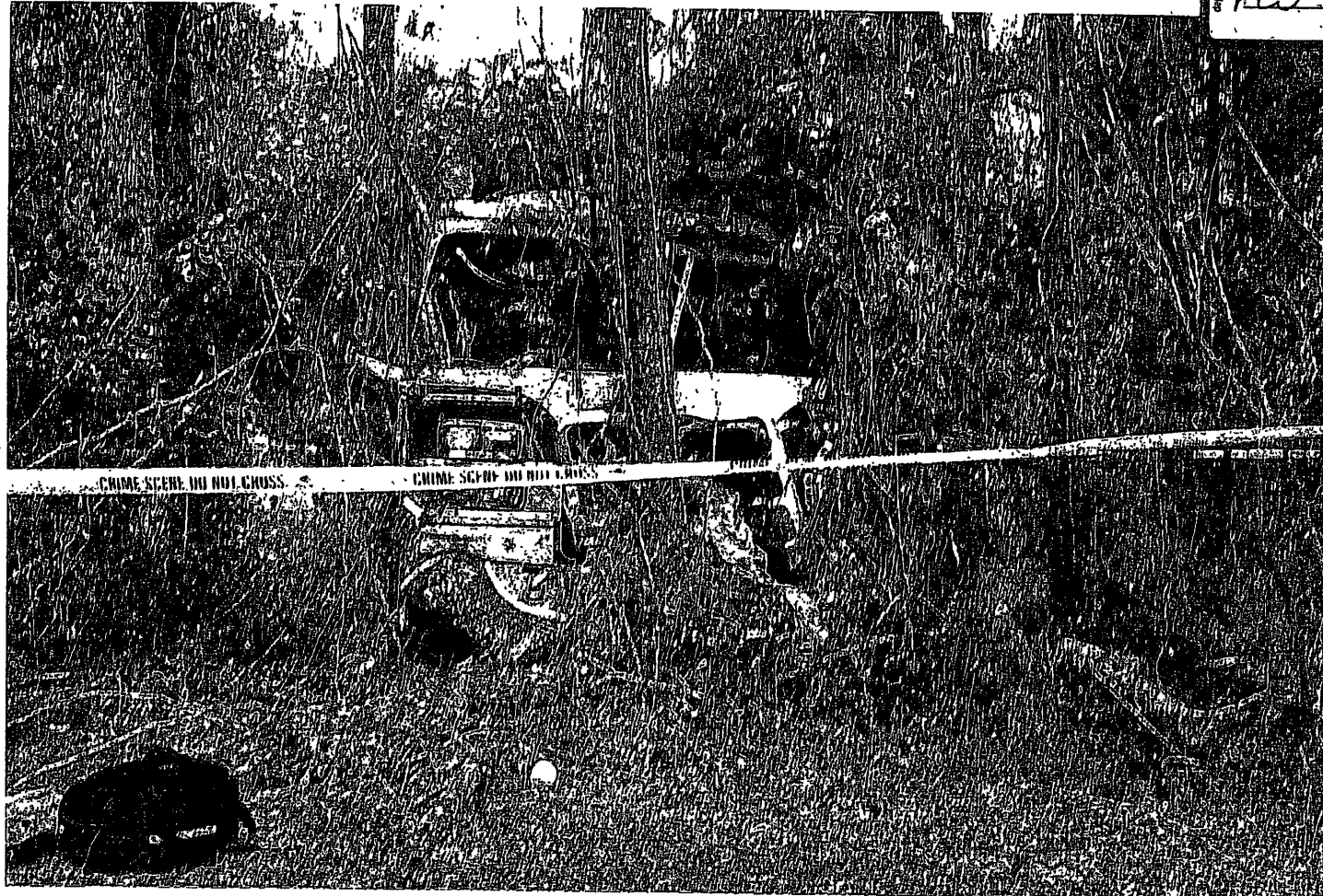
EXHIBIT
PL 3 0



MR-Miller-002207

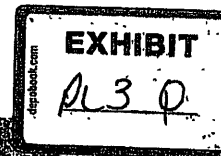
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EXHIBIT
A-3 P



MR-Miller-002208

2095



MR-Miller-002209

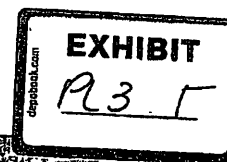
EXHIBIT
PL3 R



MR-Miller-002210



MR-Miller-002211



MR-Miller-002212

EXHIBIT
P3 U



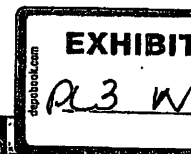
MR-Miller-002213

2100

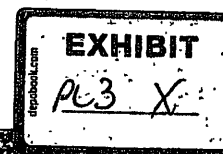


MR-Miller-002214

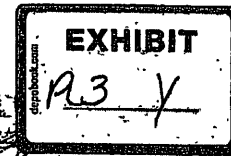
2101



MR-Miller-002216



MR-Miller-002216



MR-Miller-002217

EXHIBIT
PL3 Z



MR-Miller-002219

HEALTH RECORD

CHRONOLOGICAL RECORD OF MEDICAL CARE

Patient: HUNT, KALVIN DONTAY
Treatment Facility: NH Benesfort
Patient Status: Outpatient

Date: 24 Feb 2012 1430 EST
Clinic: BNH PCMH TEAM 2

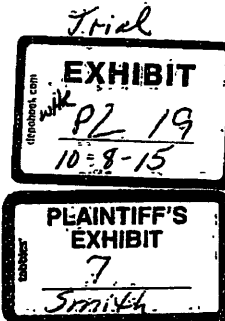
Appt Type: T-CON-
Provider: SMITH, SAUNDRA L
Call Back Phone: (858)-360-0763

AutoCitra Refreshed by SMITH, SAUNDRA L @ 24 Feb 2012 1435 EST

Problems
Chronic:
• Pain in the left shoulder joint(s)
• Conditions influencing health status
• Conditions influencing health status
• Cannabis dependence
• Visit for military services physical for separation
• Hypermetropia
• Regular astigmatism
• Visit for military services physical
• Adjustment disorder with disturbance of emotions and conduct
• Anxiety
• Prepatellar bursitis
• Patellectomized dysfunction
• Hemorrhoids
• Bad breath
• Cosinocliniditis (Tietze's syndrome)
• Malingering
• Headache syndromes
• Adjustment insomnia
• Adjustment disorder with anxious mood
• Ataxia
• Visit for general multisystem exam
• Visit for examination
• Anxiety disorder NOS
• Alcoholism
• Insomnia
• Sebaceous cyst
• Male erectile disorder
• Delusional disorder
• Personality disorder
• No psychiatric diagnosis or condition on axis I
• Trinec pedis
• Nicotine dependence
• Cannabis abuse
• Adjustment disorder
• Primary scoring
• Visit for laboratory
• Backache
• Noninfectious gastroenteritis
• Administrative evaluation services
• Psychiatric diagnosis or condition deferred on axis I
• Patient education about a proper diet
• External hemorrhoids
• Depression
• Patient education about medication
• Major depression, single episode
• Knee sprain
• Visit for screening for pulmonary tuberculosis
• Knee joint pain
• Other physical therapy
• Alcohol abuse

Family History
• Family medical history (General FHx)
• Not family history of legally blind (USA definition) (General FHx)
• Diabetes mellitus (Father)
• Family history (use for free text) (General FHx)
• Family history of mental illness (not retardation) (General FHx)
• Family medical history
• Family history unchanged
• Family history reviewed

Allergies
• No Known Allergies



Name/SSN: HUNT, KALVIN DONTAY/

FMP/SSN	Sex	Sponsor/SSN	HUNT, KALVIN DONTAY
DOB 1986	Tel H:	Rank:	PRIVATE
PCot M13 USMC AD RECRUIT	Tel W:	Unit:	32120 (3D RECRUIT TRN BN)
MC Status:	CS	Output Rec Run	RECRUIT HEALTH RECORDS
Insurance No	Status:	PCM:	
		Tel. PCM	

CHRONOLOGICAL RECORD OF MEDICAL CARE
THIS INFORMATION IS PROTECTED BY THE PRIVACY ACT OF 1974 (PL-92-579) UNAUTHORIZED ACCESS
TO THIS INFORMATION IS A VIOLATION OF FEDERAL LAW. VIOLATORS WILL BE PROSECUTED

STANDARD FORM 610 (REV. 5)
Prescribed by GSA and ICAIR
FPMR (41 CFR) 201-15.505
Page 1 of 2

HEALTH RECORD	CHRONOLOGICAL RECORD OF MEDICAL CARE		
24 Feb 2012 1434	Fac. 21	Health Clinic Charleston Clinic: BNH PCMB Test	Provider: SMITH, SAUNDRA L

•Patellar tendonitis
 •Tonsillar hypertrophy
 •Acute upper respiratory infection
 •Visit for: occupational health/fitness exam
 •Acute pharyngitis
 •Dermatophytosis
 •Swollen glands in the neck

Procedures
 •Dr. Supervised Injection (22 Mar 2011)

Active Medications	Status	Sig	Refills Left	Last Filled
Active Medications MELOXICAM, 15 MG, TABLET, ORAL	Active	TAKE ONE TABLET BY MOUTH EVERY DAY WITH FOOD AS NEEDED FOR PAIN	NR	01 Dec 2011
Mineral Oil + Petrolatum, Hydrophilic, (Aquaphor), Ointment, Topical	Active	AS DIRECTED	2 of 3	01 Dec 2011
VARDEFIL HCL, 20 MG, TABLET, ORAL	Active	TAKE ONE TABLET BY MOUTH 30 MINUTES PRIOR TO SEXUAL ACTIVITY OR AS DIRECTED	1 of 3	01 Dec 2011
AZITHROMYCIN (AZITHROMYCIN), 500 MG, TABLET, ORAL, TEVA USA, 30 ea. BOTTLE	Active		NR	10 Mar 2009

Registry Items

Reason for Telephone Consult: Written by SMITH, SAUNDRA L @ 24 Feb 2012 1430 EST
 Active duty member elsewhere assigned- requesting medication refill

Questionnaire AutoCites Refreshed by SMITH, SAUNDRA L @ 24 Feb 2012 1435 EST
 Questionnaires

SO Note Written by SMITH, SAUNDRA L @ 24 Feb 2012 1554 EST
Subjective

26 y/o male active duty member assigned to base in San Diego presented to front desk of clinic with request for refill of medication. Clerk informing this nurse of request with complaint that patient is not registered in our health care system. Patient traveling with paperwork for military separation and medical eligibility for care. Escorted to clinic by local VA staffer. Patient previous encounter reviewed with last visit in Dec 2011. No current medications on profile. Member called back for further discussion of request. States he does not remember how long he has been in Beaufort. Was previously on medication for sleep and anxiety, but admitted no meds since June 2011. Informed patient he could be scheduled for an appointment and he agreed. While appointment was being scheduled for Monday, 27Feb2012, patient began to moan and rock back and forth. I informed him that he could be seen in the ER if needed, but he declined. As the behavior continued I asked the patient if he felt like hurting himself and he said YES! Patient escorted to ER and turned over to ER nurse following a brief report. Will leave pending appointment in schedule for possible flu care with a PCM in this area if needed.

A/P Last Updated by SMITH, SAUNDRA L @ 24 Feb 2012 1554 EST
 1. Suicidal Ideation

Disposition Written by SMITH, SAUNDRA L @ 24 Feb 2012 1556 EST
 Referred for Appointment

Signed By SMITH, SAUNDRA L (Registered Clinical Nurse, NH Beaufort) @ 24 Feb 2012 1556

Name/SSN: HUNT, KALVIN DONTAY

FMP/SSN:	Sex: M	Sponsor/SSN:	HUNT, KALVIN DONTAY
DOB: 1986	Tel H:	Rank:	PRIVATE
PCat: M13 USMC AD RECRUIT	Tel W:	Unit:	02031026
MC Status:	CS:	Output Rec. Rm:	RECRUIT HEALTH RECORDS
Insurance: No	Status:	PCM:	
		Tel. PCM:	

CHRONOLOGICAL RECORD OF MEDICAL CARE
 THIS INFORMATION IS PROTECTED BY THE PRIVACY ACT OF 1974 (PL-93-579). UNAUTHORIZED ACCESS
 TO THIS INFORMATION IS A VIOLATION OF FEDERAL LAW. VIOLATORS WILL BE PROSECUTED.

STANDARD FORM 600 (REV. 5)
 Prescribed by GSA and ICMR
 FIRM (41 CFR) 201-45.505

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Appendix 2123

EMERGENCY DEPT TRIAGE RECORD		Informant: ☐ Pt ☐ Parent ☐ L ☐ SO ☐ Other: _____ Primary Care Provider: _____		Patient: <u>NT, KALVIN DONTAY</u> FMP/ID: <u>311</u> DOB: <u>1986</u> Birthdate: <u>MALE</u> Age: <u>26</u>	
Date: <u>2/24/12</u>		ESI TRIAGE CATEGORY: <u>1 2 3 4 5</u>		Contact Name/#: _____	
Arrival Time: <u>1417</u>		ASSESSMENT PERFORMED BY RN: <u>Dr. McNamee</u> @ <u>1417</u>			
Barriers to communication: ☐ No ☐ Yes Action Taken: _____					
Arrival Via: ☐ POV ☒ Ambulatory ☐ Wheelchair ☐ Ambulance/EVOC ☐ Helicopter ☐ Other _____					
PreHospital Care: ☐ None ☐ O2 ☐ Spinal Immobilization ☐ Dressing ☐ IV gauge NS/LR Lock ☐ Meds ☐ BOL ☐ See EMS Report					
CHIEF COMPLAINT: _____ Triage RN: _____					
Nursing Assessment: <u>suicidal ideation</u>					
<u>H/o alcohol + drug dependence + depression + PTSD</u>					
Allergies: ☐ NKDA ☐ Latex		Fall Risk: ☐ No ☐ Yes Interventions: _____		Evaluated in last 72hrs ☐ No ☐ Yes	
VITAL SIGNS					
Temp: <u>99.2</u> HR: <u>103</u> RR: <u>18</u> SpO2: <u>100</u>		LMP: _____		OD: <u>20</u> OS: <u>20</u> OU: <u>20</u>	
PO: <u>FR</u>		Gravida: <u>Para</u> Ab: _____ Pregnant: ☐ Yes ☐ No ☐ UNK		☐ Corrected ☐ Uncorrected	
Infants: FLACC Score: _____		Pain is rated: <u>10</u> ☐ Constant ☐ Intermittent		☐ See attached	
Circle appropriate category: ☒ 0 ☐ 2 ☐ 4 ☐ 6 ☐ 8 ☐ 10		☐ Sharp ☐ Aching ☐ Dull ☐ Pressure ☐ Burning ☐ Throbbing Onset of Pain: _____ Location: _____ Radiates to: _____		<u>Citalopram</u> <u>Nicotine</u> <u>Varadarafil</u> <u>Quetiapine</u>	
Past medical history: ☐ None ☐ Unknown ☐ Asthma ☐ COPD ☐ CHF ☐ DM ☐ HTN ☐ CVA ☐ Seizures ☐ Cancer ☐ GIGU					
☐ Back injury ☐ Migraines ☐ Other: <u>Depression</u>					
☐ Cigarettes: <u>7</u> packs per day ☐ X <u>7</u> years Smokeless tobacco ☐ Yes ☐ No ETOH: <u>2</u> day					
Surgical History: ☐ None ☐ Other: <u>Cyst removed</u>					
☐ Patient ☐ Obstructed ☐ Stridor					
Effort: ☐ Unlabored ☐ Labored Pattern/Rate: ☐ Tachypneic ☐ Shallow ☐ Irregular ☐ Retractions					
Breath Sounds: R: ☐ Clear ☐ Diminished ☐ Rales ☐ Rhonchi ☐ Wheezes ☐ Absent L: ☐ Clear ☐ Diminished ☐ Rales ☐ Rhonchi ☐ Wheezes ☐ Absent					
Pulses: ☐ Present ☐ Regular ☐ Irregular ☐ Absent Pattern: ☐ Bounding ☐ Weak ☐ Thready Cap Refill: ☐ <3sec ☐ 3-5sec					
Skin Color: ☐ p/wNL for race ☐ Flushed ☐ Pale ☐ Cyanotic ☐ Mottled ☐ Jaundice ☐ Ashen Temperature: ☐ Hot ☐ Warm ☐ Cool					
Moisture: ☐ Diaphoretic ☐ Dry ☐ Clammy					
Bleeding: ☐ No ☐ Yes Site: _____					
☐ Alert ☐ Verbal ☐ Pain ☐ Unresponsive Oriented: ☐ Person ☐ Place ☐ Time ☐ Event					
☐ N/A ☐ Training ☐ Assault ☐ Animal Bite ☐ Laceration ☐ Other _____ Site of injury: _____					
☐ MVC ☐ MCC ☐ MV vs _____ Position in vehicle: ☐ Driver ☐ Passenger ☐ Rear Restrained ☐ Lap/shoulder belt ☐ Ejected ft					
Type of collision: ☐ Head on ☐ Side Impact (Driver/passenger) ☐ Rear ☐ Other _____ Car seat/Booster seat _____					
Triage Interventions: ☐ None ☐ Tylenol _____ mg PO @ _____ ☐ Motrin _____ mg PO @ _____ ☐ PCM appt with _____ @ _____					
☐ a/c ☐ Dressing ☐ EKG ☐ Splint ☐ C-Collar/spinal immobilization ☐ UA ☐ UHCG ☐ A/c check _____ mg/dl @ _____					
☐ Sent to lab @ _____ ☐ Xray _____ ☐ Other ☐ Escort ☐ Security ☐ Provider notified @ _____					
Reassessment time: _____ By RN _____ Note: _____					
HR: _____ Respirations: _____ B/P: _____ SPO2: _____ Temp PO/PR: _____ Pain: <u>/10</u>					

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PL - 3/1/20
Page 2

EMERGENCY DEPARTMENT NURSING RECORD Time in room: <u>1430 AM # 4</u> Provider @ bedside: <u>1430</u> Provider Name: <u>Green</u>		HUNT, KALVIN DONTAY 20/4311 DOB: 1988 ALE Age: 28	
ESI Triage Category 1 2 3 4 5			
NURSING ASSESSMENT PERFORMED BY: (Name & Signature) <u>Amie McDonald R</u>			
Mental Status: ☒ Alert/Awake ☐ Agitated ☐ Combative ☐ Stuporous ☐ Unconscious ☐ Uncooperative ☐ BTOH odor Peresthesia ☐ LUE ☐ RUE ☐ LLE ☐ RLE Strength ☐ L ☐ R ☐ Equal Bilaterally ☐ Weak ☐ Average ☐ Strong		Orientation ☒ Person ☒ Place ☒ Time ☐ Event ☐ Speech ☐ Clear ☐ Coherent ☐ Slurred ☐ Silent ☐ Other ☐ A&Ox ☐ Dizziness ☐ H/A <u>/10</u> ☐ Photophobia ☐ PERRLA ☐ Facial Droop ☐	
Quantity: ☐ Tachypneic ☐ Dyspneic ☐ Retractions ☐ Unrelenting ☐ Cough Prod/unprod ☐ Sputum: ☐ Effort ☐ Unlabored ☐ Labored ☐ Shallow Breath Sounds ☐ L ☐ R ☐ Clear ☐ Crackles ☐ Wheezing ☐ Rhonchi ☐ Diminished ☐ Absent		Chest Discomfort @ this time? ☐ No ☐ Yes <u>/10</u> ☐ Location ☐ Radiating to ☐ Provoked by ☐ Unprovoked ☐ Previous MI/Angina ☐ Edema ☐ Pacemaker/Defibrillator Pulses: ☐ Central ☐ Present ☐ Strong ☐ Absent ☐ Weak ☐ Peripheral ☐ Present ☐ Strong ☐ Absent ☐ Weak	
Abdomen ☐ Soft ☐ Distended ☐ Guarded ☐ Bowel Sounds ☐ Normoactive ☐ Hyperactive ☐ Hypoactive ☐ Absent Tenderness ☐ RUQ ☐ LLQ ☐ Suprapubic ☐ RLQ ☐ LLQ ☐ Epigastric ☐ Diffuse ☐ Rebound ☐ Hematemesis ☐ Blood in stool ☐ Last BM: ☐ Last PO Intake: ☐ Vomilga <u>in</u> <u>hrs</u> ☐ Diarrhea <u>in</u> <u>hrs</u>			
Visual Acuity ☐ L ☐ R ☐ Dilated ☐ Pinpoint ☐ Redness ☐ Itching ☐ Pale ☐ Drainage ☐ OD: <u>20/20</u> ☐ OS: <u>20/20</u> ☐ OU: <u>20/20</u> ☐ Corrected ☐ Uncorrected		FACE: ☐ Ear Pain ☐ L ☐ R ☐ Tonsillar Swelling ☐ CL ☐ Exudate ☐ CR ☐ Exudate ☐ Abnormal ☐ Epistaxis ☐ Facial map ☐ Dry	
Anterior ☐ Abrasions ☐ Abscess ☐ Burn ☐ Deformity ☐ Edema ☐ GSW ☐ Hematoma ☐ Laceration ☐ Puncture ☐ PH ☐ Rash ☐ SW Swelling Posterior ☐ Abrasions ☐ Abscess ☐ Burn ☐ Deformity ☐ Edema ☐ GSW ☐ Hematoma ☐ Laceration ☐ Puncture ☐ PH ☐ Rash ☐ SW Swelling		Color: ☒ Normal for race ☐ Pale ☐ Mottled ☐ Cyanotic ☐ Flushed ☐ Warm ☐ Jaundiced ☐ Cool ☐ Erythema ☐ Diaphoretic ☐ Hot ☐ See body map ☐ Dry ☐ Pains ☐ No ☐ Yes <u>/10</u> Quality: ☐ Radiation: ☐ Extremity Pains: ☐ ROM: ☐ Full ☐ Limited ☐ Gait: ☐ Steady ☐ Unsteady ☐ Unable to ambulate ☐ Distal Sensation: ☐ WNL ☐ Abn	
☐ UT ☐ L ☐ V ☐ A ☐ Tele Monitoring ☐ NG Tube French ☐ Foley Fr ☐ Straight Catheter French ☐ Consultant arrived @ ☐ X-Ray: Departed ☐ Returned ☐ CT: Departed ☐ Returned ☐ U/S: Departed ☐ Returned ☐ Labs ☐ ABU ☐ U/A UHCG ☐ EKG ☐ MD Notified ☐ Accu Check (#1) (#2) ☐ Other		☐ Intake: ☐ Soft ☐ Flat ☐ Bulging ☐ Closed Mucous Membranes: ☐ Moist ☐ Dry ☐ Tears ☐ No Tears ☐ Last wet diaper ☐ Hallucinations: ☐ Auditory ☐ Visual ☐ Identifiers: ☒ Suicidal ☐ Homicidal ☐ Previous attempt ☐ Has plan Support System: ☐ Family ☐ Friends ☐ Sig other ☐ Lives alone ☐ In training	
☐ No Risk ☐ High Risk ☐ Yellow fall risk bracelet applied ☐ Side Rails up X1 ☐ Call bell within reach ☐ Bed in lowest locked position ☐ Family at bedside		NHBPT 6320/112 (Rev 10/11)	

PL-Exl 20
Page 3

PL - Ex 20
Page 4

DATE 6/24/12 TIME 1:55 ROOM 1 EMS Arrival
 HISTORIAN: patient spouse paramedic Mr Ray
 HPI: EXAM LIMITED BY:

Brought by VA worker from DCS

Chief Complaint:
 suicidal thoughts depression agitated hallucinating
 suicidal attempt self-injury intentional drug overdose
 accidental drug ingestion medication ref 11

History of Present Illness: several weeks
agitated delirious hallucinations
insomnia anxiety
acute new onset continues in ED

Review of Systems:
 mild/moderate/severe obsessive

Associated Problems:
related to spouse parent son daughter significant other
work lost job school legal problems
It is disturbingly disruptive from work
and is appearing depressed in work
is currently in the hospital Stel
all Mr Ray concerned about his depression

Current Associated Complaints:
depressed agitated frustrated agitated hostile paranoid

Concurrent / Interfering:
none

Suicidal thoughts / specific plan / gestures of attempt:
thoughts of suicide
thoughts of suicide
thoughts of suicide

Ingestion (see list below):
suicide attempt suicide attempt suicide attempt suicide attempt

Locked / abraded wrists (R/L):
none

LIST OF SUBSTANCES INGESTED (if applicable)

name	strength	# taken	when taken
acetaminophen	Y/N		
aspirin	Y/N		
alcohol	Y/N		

HUNT, KALVIN DONTAY
 DOB 1988
 MALE Age: 24

© 1995-2004 T-Sales, Inc. Circle or check appropriate, backlist (V signature)

EMERGENCY PHYSICIAN RECORD
 Psych Disorder, Suicide Attempt, Overdose (9)

RESISTANCE FACTOR (if suicide attempt):
 How did ingestion / other act come to attention?

Arrived by private car ambulance (who called)
police patient spouse
 Recently seen / treated by doctor:

ROS
 CVS/PULMONARY
 cough
 trouble breathing
 chest pain

CONST
 bowel
 change

NEURO/EYES
 headache
 visual disturbance
 GI/GU
 abdominal pain
 nausea
 vomiting
 diarrhea
 problems urinating

SKIN/LYMPH/MS
 skin rash / swelling
 joint pain
 all systems not completely checked

PAST HX negative
 prior suicide attempt
 psychiatric problems
 depression bipolar disorder
 schizophrenia schizophrenia

other problem: schizophrenia
depression
depression

Surgeries:
 tonsillectomy
 cholecystectomy
 appendectomy
 hysterectomy

Medications: none see notes none
removal of teeth
 Allergies NKDA
 see notes

SOCIAL HX smoker 1 pack daily
 recent alcohol use / binge drinking alcohol
 marital status single married divorced widowed

FAMILY HX mental illness

PL - Ecl 20
 Page 5

LABS TIME	STANDY TIME	PANELS
• CBC		Cardiac
• CBC & DH		• Liver
• CMP		• Thyroid
• BMP		T ₁
• Lyles		T ₂
• Myoglobin		TSH
• CK		
• Mg		
• UHCG		
• SHCG		
• Strip Screen		
• Amylase		
• Lipase		
• Troponin I		
• PT/PTT		
• Sed Rate		
• H. Pylori		
• UA		
• Clean catch dip (synaps)		
• CSF Protocol		
• Toxic screen		
• urine blood		
• Drug Levels		
• digoxin dilantin		
• ECHO thyroid		
• ASA		

PLEASE CALL DOCTOR
Time Ordered - Doctor
1950 - 1954 - 1958 - 1962 - 1966 - 1970 - 1974 - 1978 - 1982 - 1986 - 1990 - 1994 - 1998 - 2002 - 2006 - 2010 - 2014 - 2018 - 2022 - 2026 - 2030 - 2034 - 2038 - 2042 - 2046 - 2050 - 2054 - 2058 - 2102 - 2106 - 2110 - 2114 - 2118 - 2122 - 2126 - 2130 - 2134 - 2138 - 2142 - 2146 - 2150 - 2154 - 2158 - 2202 - 2206 - 2210 - 2214 - 2218 - 2222 - 2226 - 2230 - 2234 - 2238 - 2242 - 2246 - 2250 - 2254 - 2258 - 2302 - 2306 - 2310 - 2314 - 2318 - 2322 - 2326 - 2330 - 2334 - 2338 - 2342 - 2346 - 2350 - 2354 - 2358 - 2402 - 2406 - 2410 - 2414 - 2418 - 2422 - 2426 - 2430 - 2434 - 2438 - 2442 - 2446 - 2450 - 2454 - 2458 - 2502 - 2506 - 2510 - 2514 - 2518 - 2522 - 2526 - 2530 - 2534 - 2538 - 2542 - 2546 - 2550 - 2554 - 2558 - 2602 - 2606 - 2610 - 2614 - 2618 - 2622 - 2626 - 2630 - 2634 - 2638 - 2642 - 2646 - 2650 - 2654 - 2658 - 2702 - 2706 - 2710 - 2714 - 2718 - 2722 - 2726 - 2730 - 2734 - 2738 - 2742 - 2746 - 2750 - 2754 - 2758 - 2802 - 2806 - 2810 - 2814 - 2818 - 2822 - 2826 - 2830 - 2834 - 2838 - 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LABS TIME	STANDARD PANELS TIME
• CBC	• Cardiac
• CBC & Diff.	• Liver
• CMP	• Thyroid
• BMP	T ₄
• Lys	T ₃
• Myoglobin	TSH
• CK	
• Mg	
• UHCG	
• SRGG	
• Strep Screen	
• Amylase	
• Lipase	
• Troponin I	
• PT/INR	
• Sed Rate	
• H. Pylori	
• UA	
• Urine cath. dx (stones)	
• CSF Protocol	
• Toxic screen: urine, blood	
• Drug Levels: alcohol, phenytoin, ETOH, Tylenol	

PLEASE CALL DOCTOR

Time Ordered: Doctor

1450 L. 2544 T. 2544

Returned Call

Discharge Instructions

At LWCC in VA worker plan
repaired before we brought back
to ER

© 1994 - 2008 T-System, Inc. Circle or check affirmatives, box/initial (N) negatives.



DEPARTMENT OF EMERGENCY MEDICINE Physician Order Sheet

Initial Nursing Orders

Time	Order	Noted
	☐ Cardiac Monitor	
	☐ Pulse Oximeter	
	☐ Oxygen LNC	
	☐ Urine to keep SaO ₂ greater than 95%	
	☐ Full Dressing / Gown	
	☐ Neuro checks q	
	☐ IV saline lock	
	☐ Rhenergan	
	☐ Toradol	
	☐ Meperol	
	☐ Morphine sulfate	
	☐ Somatostatin	
	☐ Morphine	
	☐ Morphine 10 mg w/ 1% Lidocaine plain	
	☐ Morphine IV	

Subsequent Nursing Orders

Time	Order	Noted
	☐ Please repeat: BP HR RR Temp	
	☐ May be off cardiac monitor for radiology studies or transport.	

DISPOSITION

☐ ADMIT	☐ OBS	☐ DISCHARGE
☐ Med / Surg	☐ Telemetry	☐ ICU
Dr. _____		

☐ TRANSFER to	Care of Dr. _____
Conditions: ☐ Improved ☐ Stable ☐ Other:	

PHYSICIAN SIGNATURES

CHRIS JANZEN, MD
1965
City of Emergency Room

HUNT, KALVIN DONTAY
DOB: 1965
MALE
Age: 28

PL - Epl 20
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Over the LAST 2 WEEKS, have you been bothered by any of the following problems?

- Feeling down, depressed, or hopeless. YES / NO
- Little interest or pleasure in doing things. YES / NO

HUNT, KALVIN

1986

PL-Exh 20
Page 9

***** HUNT, KALVIN DONTAY *****

PAGE 1

POTS Cardholder ID:
Age: 26y Sex: MALE

POTS Person Code: 24 Feb 2012 14:17
Profile Length: 180 DAYS

Allergies: NKDA

Pharmacy Comment: NONE

CHCS PROFILE (LAST 180 DAYS)

RX #	DRUG	STATUS	QTY	FILL DATE	REF LEFT
P10556316	CEFTRIAXONE (ROCEPHIN) --INJ 2G E	1	Suspense	NR	

POTS PROFILE (LAST 180 DAYS)

POTS RX#	DRUG NAME <PHARMACY NAME/PHYSICIAN>	CPD QTY	DAYS SUPPLY	NEW/ REFILL	DATE FILLED
3813092	AQUAPHOR HEALING OINTMENT <SAN DG MIRAMAR PHCY/CARLSON, SCOTT J.>	480	60	0	01 Dec 2011
3633765	LEVITRA 20 MG TABLET <SAN DG MIRAMAR PHCY/1982677746>	6	30	0	01 Dec 2011
1362987	MOBIC 15 MG TABLET <SAN DG MIRAMAR PHCY/MARTENS, JEFFREY STEVEN>	90	90	0	01 Dec 2011
1362992	HYDROCODON-ACETAMINOPHEN 5- <SAN DG MIRAMAR PHCY/MARTENS, JEFFREY STEVEN>	30	7	0	01 Dec 2011

*** END OF REPORT ***

Triage

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Addendum to Patient : K.D. Hunt

Date: 2/24/2012 Note written at 1640

Patient was brought to BNH ER about 1500 by VA worker Mr Edward Ray who wanted patient assessed after seeing him in his office today at DSS. Patient was well dressed and cooperative but poorly communicative. He did not appear agitated nor psychotic. I was unable to get sufficient history from him except that he wanted to get his medications refilled. His train of thought was delayed and was confused about his social security number. I called Mental Health(about 1520) and asked to have psych evaluate him in the ER. HM Manning (around 1540) came and evaluated Mr Hunt. It was decided that HM Manning would talk to psychiatrist and ask for her assessment. Dr Hendelman called back (around 1605) and told me that patient obviously needed to be admitted. I asked her to see patient but was told that it would not change her opinion.

I went out of ER office to see patient and was told that he and Mr Ray, who appeared to have good rapport with patient, stepped out to get some fresh air and would be right back. In meantime I contacted BMH Psych Floor and told nurse Marilyn we had a potential admission. I asked nurses and psych tech to look for patient and to notify security and front desk. Around 1620 Mr Ray came back and said patient ran away from him and went out front gate.

Christian Jansen, MD

HUNT, KALVIN

1986

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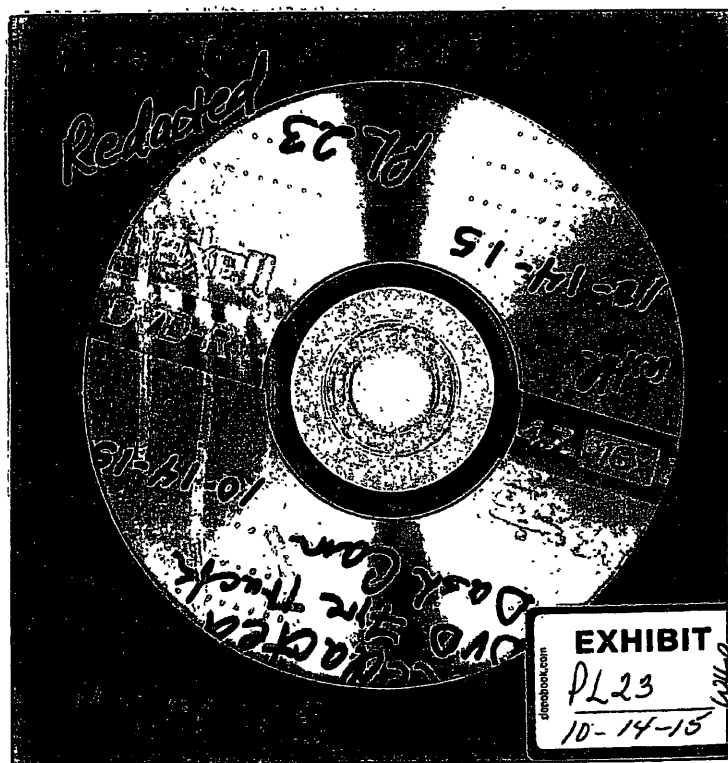
1805 Duke St.
P.O. Drawer 1228
Beaufort, SC 29901

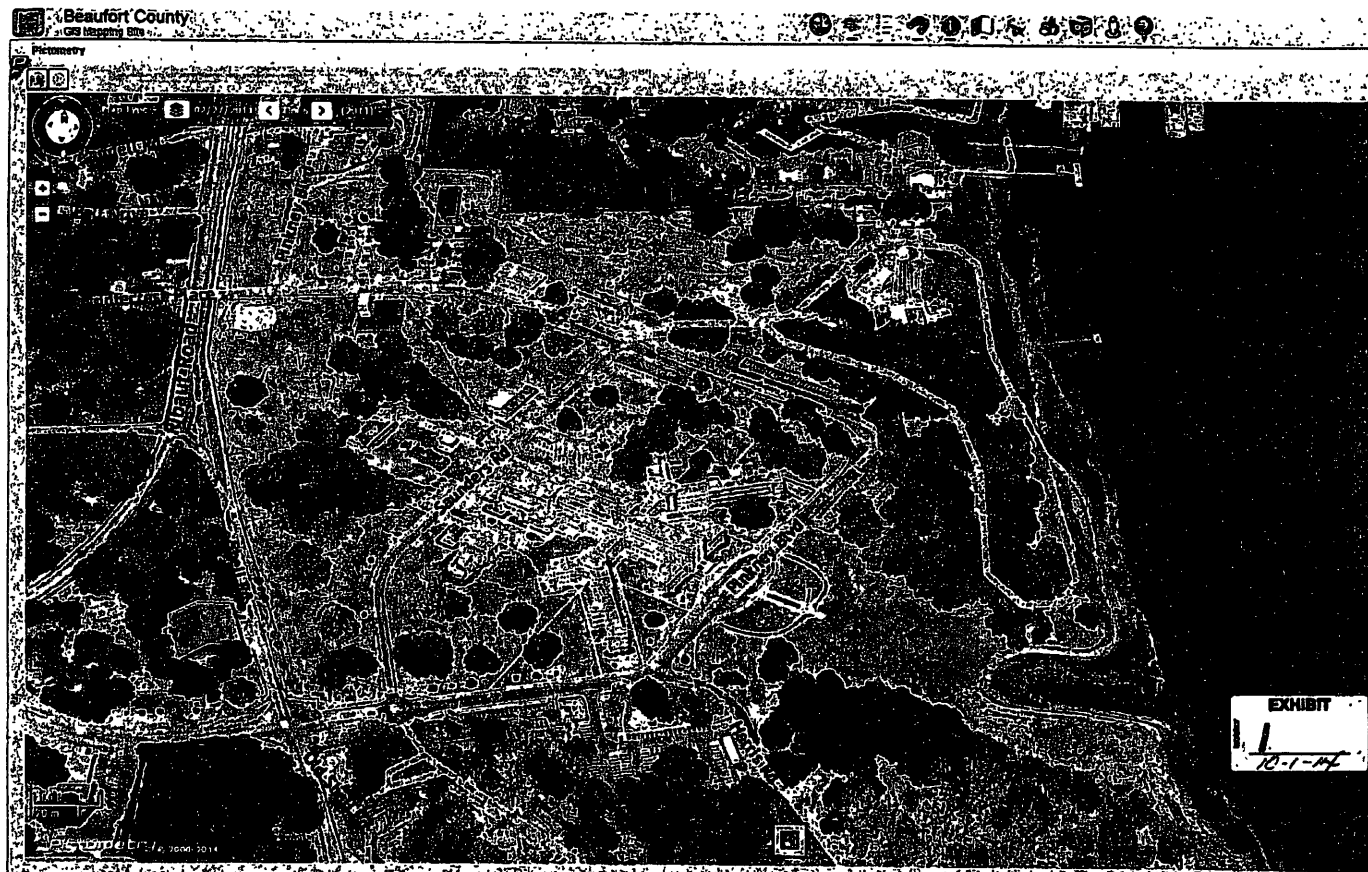
Edward Ray
Veterans Affairs Officer
**BEAUFORT COUNTY
VETERANS AFFAIRS**
"Putting Veterans First"

(843) 255-6880
Fax (843) 255-8445

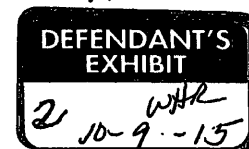
HUNT, KALVIN DONTAY DOB: 1986
MALE Age: 26

PL - exp. 20
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Trick



DEFENDANT'S EXHIBIT

3, WHR
10-12-15

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 131
2. CONTRACT (Proc Inst Ident) NO. 82645-07-D-5005		3. EFFECTIVE DATE 28 Sep 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FORT DETRICK MD 21702-9228		CODE N62645		6. ADMINISTERED BY (If other than Item 5) See Item 5	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CASEPRO INC 21738 HARDY OAK BLVD SUITE 105 SAN ANTONIO TX 78258-4884		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
CODE 1RPE3		FACILITY CODE 1RPE3		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G	
11. SHIP TO/MARK FOR CODE See Schedule		12. PAYMENT WILL BE MADE BY DFAS-SAN DIEGO DFAS-OPLOC, CODE FPVAD, 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819		CODE N60688	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) []		14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT \$0.00					
16. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1-2	X I	CONTRACT CLAUSES	87 - 92
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 20	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	21 - 76	X J	LIST OF ATTACHMENTS	93 - 131
X D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	77	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	78	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	79	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	80 - 86			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. () AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N62645-08-R-1010-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Shirley B. Hill, President			20A. NAME AND TITLE OF CONTRACTING OFFICER		
20B. UNITED STATES OF AMERICA			20C. DATE SIGNED		
20D. DATE SIGNED 7/25/07			BY (Signature of Contracting Officer)		

40-01-153-8069

15 EDITION UNUSABLE

26-107

GPO 1985 O - 469-794

STANDARD FORM 28 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 131	
2. CONTRACT (Proc Inst Ident) NO. N62645-07-D-5005		3. EFFECTIVE DATE 28 Sep 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FORT DETRICK MD 21702-5203		CODE N62645		6. ADMINISTERED BY (If other than Item 5) See Item 5			
7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, state and zip code) CASEPRO INC 21708 HARDY OAK BLVD SUITE 105 SAN ANTONIO TX 78258-4864				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
CODE 1RPE3		FACILITY CODE 1RPE3		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM Section G	
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS-SAN DIEGO DFAS-OPLOC, CODE FPVAD, 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819		CODE N68688	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) []				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$0.00
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	87 - 92
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 20	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	21 - 78	X	J	LIST OF ATTACHMENTS	93 - 131
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	77	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	78	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	79	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	80 - 86				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)				18 [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N62645-06-R-1010-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER NANCY L. LAVIGNE / CONTRACTING OFFICER TEL: 301-619-3023 EMAIL: nancy.lavigne@med.navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <i>Nancy L. LaVigne</i> (Signature of Contracting Officer)		20C. DATE SIGNED 27-Jul-2007	

NSN 7540-01-152-8069

PREVIOUS EDITION UNUSABLE

28-107

GPO 1985 O - 469-794

STANDARD FORM 26 (REV 4-85)

Prescribed by GSA
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Appendix 2138

Section A - Solicitation/Contract Form

CONTRACTOR IDENTIFICATION

Contractor Identification Codes:

TIN: 742791312

DUNS: 968581348

CAGE: 1RPE3

Navy Marine Corps Acquisition Guide (NMCAG) G5232-9 PROMPT PAYMENT RESPONSIBILITY
For Prompt Payment Act purposes this contract is subject to the 7-calendar day constructive acceptance period.

Section B - Supplies or Services and Prices

SERVICES

B.1. The Contractor shall furnish qualified Health Care Workers in accordance with Section C (Statement of Work), individual Task Orders for these services, and all other terms and conditions set forth herein. Government requirements for contracted health care personnel shall be filled in response to Task Orders issued by the Government against the contract.

B.2. Task Orders will be priced on a firm fixed price basis.

B.3. The following activity is the sole authority to issue Task Orders:

Naval Medical Logistics Command
Code 02
1681 Nelson Street
Fort Detrick MD 21702-9203

B.4. Task Orders will be placed through the use of a DD Form 1155 signed by the Contracting Officer. Task Orders will be executed in writing by the Contracting Officer and transmitted either via facsimile, or electronically via e-mail. The contractor shall acknowledge receipt via e-mail.

B.5. Each Task Order will contain at a minimum the following information:

- a. The date of order
- b. Contract number and order number
- c. Description of services (labor category, position qualifications, place of performance, hours of operation, and quantity required)
- d. The unit price
- e. The period of performance
- f. Accounting and appropriation data
- g. Payment office address
- h. Invoicing and acceptance instructions
- i. Name of the Contracting Officer's Representative (COR)
- j. Any other pertinent data

B.6. Location of services. Services shall be performed at locations as follows:

a. Performance of Health Care Worker services at any Department of Defense (DoD), or Coast Guard Military Treatment Facility (MTF) within the States of North Carolina, South Carolina, and Tennessee shall be considered within the scope of this contract.

b. In the event that performance requirements at a particular facility differ slightly from that expressed in Section C, those differences shall be defined in the task order statement of work.

c. Reserved

d. The Government reserves the right to reassign health care workers within a Medical Treatment Facility (MTF) to meet patient demand.

B.7. Reserved

B.8. The estimated ordering period is for 60 months, beginning with the initial start of contract services, or until the time the Government has issued Task Orders totaling the sum of the maximum quantities. Refer to Section F paragraph F.1.

B.9. Instructions and procedures for subsequent Task Order preparation and award are contained in Section H of this contract.

B.10. The period of performance of any Task Order shall be of one year or less in duration.

B.11. Reserved.

B.12. The following minimum Lots and Optional Task Orders (OTO) were awarded to CasePro, Subject to Availability of Funds:

Lot 1					
NAVHOSP Charleston, SC and Branch Medical Clinic Naval Weapons Station Charleston, SC, Case Management. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Lead Case Manager	4,192	Hours	\$REDACTED	
	POP: 01 OCT 2007 – 30 SEP 2008				
0004AB	RN Case Manager POP: 01 OCT 2007 – 30 SEP 2008	2,096	Hours	\$REDACTED	

Lot 2					
NAVHOSP Charleston, SC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0001	Family Practitioner	2,096	Hours	\$REDACTED	
	POP: 01 OCT 2007 - 30 SEP 2008				
0002	Audiologist	840	Hours	\$REDACTED	
	POP: 01 OCT 2007 - 30 SEP 2008				

0003	Pediatric Nurse Practitioner POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	
0005AA	Mammography Technologist POP: 01 OCT 2007 - 30 SEP 2008	1,048	Hours	\$REDACTED	
0005AB	Ultrasound Technologist POP: 01 OCT 2007 - 30 SEP 2008	1,680	Hours	\$REDACTED	

Lot 3					
NAVHOSP Cherry Point, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Lead Case Manager POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	
0004AB	RN Case Manager POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$\$REDACTED	
0008	Travel, RN Case Managers POP: 28 SEP 2007 - 27 SEP 2008	1	Lot	NTE \$REDACTED	
0004AC	RN Health Promotion Coordinator POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	

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	RN Breast Care Coordinator			\$REDACTED	
0004AD	POP: 01 OCT 2007 - 30 SEP 2008	1,048	Hours		
	RN Perioperative			\$REDACTED	
0004AE	POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours		
	Certified Nursing Assistants			\$REDACTED	
0007	POP: 01 OCT 2007 - 30 SEP 2008	6,288	Hours		

Lot 5					
NAVHOSP Cherry Point, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
	Chiropractor			\$REDACTED	
0002	POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	
	Pharmacy Technicians			\$REDACTED	
0006	POP: 01 OCT 2007 - 30 SEP 2008	6,288	Hours		
	Chiropractic Assistant			\$REDACTED	
0007	POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours		

Lot 6					
NAVHOSP Beaufort, SC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0001	Emergency Medicine Physicians	8,928	Hours	\$REDACTED	

	POP: 01 OCT 2007 - 30 SEP 2008				
	RN Emergency Room			\$REDACTED	
0004AA	POP: 01 OCT 2007 - 30 SEP 2008	17,688	Hours		
	LPN Emergency Room			\$REDACTED	
0004AB	POP: 01 OCT 2007 - 30 SEP 2008	8,904	Hours		

Lot 7

NAVHOSP Beaufort, SC. Services are for the period of performance (POP) as stated for each line item.

Line Item	Description	Quantity	Units	Unit Price	
	Clinical Social Work Case Manager			\$REDACTED	
0002	POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours		
	RN Lead Case Manager			\$REDACTED	
0004AA	POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours		
	Travel, Clinical Social Worker			\$REDACTED	
0008AA	POP: 28 SEP 2007 - 27 SEP 2008	1	Lot		

	RN Utilization Managers			\$REDACTED	
0004AB	POP: 01 OCT 2007 - 30 SEP 2008	4,192	Hours		
	RN Family Practice			\$REDACTED	
0004AC	POP: 01 OCT 2007 - 30 SEP 2008	4,192	Hours	\$REDACTED	
	RN Breast Care Coordinator			\$REDACTED	
0004AD	POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours		
	Travel, RN Breast Care Coordinator				
0008AB	POP: 01 OCT 2007 - 30 SEP 2008	1	Lot	NTE \$REDACTED	

Lot 9					
NAVHOSP Beaufort, SC or MCRD Parris Island, SC or MCAS Beaufort, SC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
				\$REDACTED	
0004AA	LPNs - NHB Outpatient Clinics (Individuals)	6,304	Hours		

	POP: 28 SEP 2007 - 30 JUN 2008				
0004AB	LPNs-MCRD Parris Island Outpatient Clinic (Individuals) POP: 28 SEP 2007 - 30 JUN 2008	4,728	Hours	\$REDACTED	
0004AC	LPNs - NHB Inpatient (Coverage) POP: 28 SEP 2007 - 30 JUN 2008	9,456	Hours	\$REDACTED	
0001	Family Practice Physician POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	

Lot 11					
NAVHOSP Camp Lejeune, NC and Henderson Family Medical Clinic. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0001	Family Practitioner Physicians POP: 01 OCT 2007 - 30 SEP 2008	4,192	Hours	\$REDACTED	
0003	Family Nurse Practitioners POP: 01 OCT 2007 - 30 SEP 2008	4,192	Hours	\$REDACTED	
	RN Charge Nurse				

0004AA	POP: 01 OCT 2007 - 30 SEP 2008	2,016	Hours	\$REDACTED	
0004AB	RN Family Practice POP: 01 OCT 2007 - 30 SEP 2008	2,016	Hours	\$REDACTED \$REDACTED	
0004AC	LPN Family Practice POP: 01 OCT 2007 - 30 SEP 2008	2,016	Hours	\$REDACTED \$REDACTED	
0006AA	Pharmacy Technician POP: 01 OCT 2007 - 30 SEP 2008	2,016	Hours	\$REDACTED \$REDACTED	
0006AB	Medical Laboratory Technicians POP: 01 OCT 2007 - 30 SEP 2008	4,032	Hours	\$REDACTED \$REDACTED	
0007	Certified Nursing Assistant POP: 01 OCT 2007 - 30 SEP 2008	8,064	Hours	\$REDACTED \$REDACTED	

Lot 14					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Lead Case Manager POP: 28 SEP 2007 - 30 JUN 2008	1,576	Hours	\$REDACTED	
0004AB	LPN Referral Managers POP: 28 SEP 2007 - 30 JUN 2008	3,152	Hours	\$REDACTED \$REDACTED	
	Travel			NTE	

0008AA	POP: 28 SEP 2007 - 30 JUN 2008	1	Lot	\$REDACTED	
0002	Health Educators POP: 28 SEP 2007 - 27 SEP 2008	8,352	Hours	\$REDACTED	
0004AC	RN Case Managers POP: 28 SEP 2007 - 27 SEP 2008	6,264	Hours	\$REDACTED	
0008AB	Travel, RN Case Manager POP: 28 SEP 2007 - 27 SEP 2008	1	Lot	\$REDACTED	

Lot 15					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Outpatient POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	
0004AB	RN Inpatient POP: 01 OCT 2007 - 30 SEP 2008	4,192	Hours	\$REDACTED	
0004AC	RN Case Manager POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	
0004AD	LPN POP: 01 OCT 2007 - 30 SEP 2008	6,048	Hours	\$REDACTED	
0005	Ultrasound Technologist POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	
0007	Certified Nursing Assistant POP: 01 OCT 2007 - 30 SEP 2008	26,208	Hours	\$REDACTED	

	Travel, RN Case Manager			NTE	
0008	POP: 01 OCT 2007 - 30 SEP 2008	1	Lot	\$REDACTED	

Lot 19					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0002	Pharmacists POP: 01 OCT 2007 - 30 SEP 2008	12,576	Hours	\$REDACTED	
0006	Pharmacy Technicians POP: 01 OCT 2007 - 30 SEP 2008	29,344	Hours	\$REDACTED	

Lot 20					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Emergency Room POP: 28 SEP 2007 - 27 SEP 2008	6,588	Hours	\$REDACTED	
0004AB	RN Critical Care POP: 28 SEP 2007 - 27 SEP 2008	4,176	Hours	\$REDACTED	

Lot 23					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line	Description	Quantity	Units	Unit Price	

Item					
0005	Medical Technologist POP: 28 SEP 2007 - 28 DEC 2007	528	Hours	\$REDACTED	
0006AA	Phlebotomists POP: 28 SEP 2007 - 28 DEC 2007	2,640	Hours	\$REDACTED	
0006AB	Medical Laboratory Technicians POP: 28 SEP 2007 - 28 DEC 2007	2,112	Hours	\$REDACTED	
0006AC	Medical Laboratory Technician POP: 01 OCT 2007 - 30 SEP 2008	2,096	Hours	\$REDACTED	

Lot 26 OTO					
NAVHOSP Cherry Point, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0002AA	Pharmacists POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	
0002AB	Physical Therapist POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	
0004	RN Labor & Delivery POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	

0005	Radiologic Technologist POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	
0006AA	Pharmacy Technicians POP: 28 SEP 2007 - 27 SEP 2008	4,176	Hours	\$REDACTED	
0006AB	Medical Laboratory Technicians POP: 28 SEP 2007 - 27 SEP 2008	4,176	Hours	\$REDACTED	
0006AC	Ophthalmic Technician POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED \$REDACTED	
0007AA	Physical Therapy Assistant POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED \$REDACTED	
0007AB	Chiropractic Assistant POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	

Lot 30 OTO					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0005	Medical Technologist POP: 29 DEC 2007 - 27 SEP 2008	1,560	Hours	\$REDACTED	
	Phlebotomists				

0006AA	POP: 29 DEC 2007 - 27 SEP 2008	7,800	Hours	\$REDACTED	
0006AB	Medical Laboratory Technicians POP: 29 DEC 2007 - 27 SEP 2008	6,240	Hours	\$REDACTED	

Lot 28 OTO					
NAVHOSP Camp Lejeune, NC. Services are for the period of performance (POP) as stated for each line item.					
Line Item	Description	Quantity	Units	Unit Price	
0004AA	RN Intensive Care POP: 28 SEP 2007 - 23 JUL 2008	3,424	Hours	\$REDACTED	
0004AB	RN Emergency Room POP: 28 SEP 2007 - 23 JUL 2008	5,136	Hours	\$REDACTED	
0004AC	RN Perioperative POP: 28 SEP 2007 - 23 JUL 2008	3,424	Hours	\$REDACTED	
0002	Physician Assistant POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	
0007	Occupational Therapy Assistant POP: 28 SEP 2007 - 27 SEP 2008	2,088	Hours	\$REDACTED	

B.13. The following quantities may be ordered by the initial or subsequent task orders awarded per the procedures established in Section H.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Physician FFP Any specialty recognized by the American Board of Medical Specialties (ABMS) or the American Osteopathic Association (AOA) or other Ph.D. positions such as Medical Physicist not included in another labor band. FOB: Destination	\$REDACTED	Hours	UNDEFINED	UNDEFINED

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Allied Health

FFP

Allied Health Personnel include, but are not limited to, Audiologist, Chiropractor, Clinical Psychologist, Clinical Social Worker, Dietitian, Marriage and Family Therapist, Occupational Therapist, Optometrist, Pharmacist, Physical Therapist, Podiatrist, Speech Pathologist, Genetic Counselor, Physician Assistant.

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Advanced Practice Nurse

FFP

Any specialty recognized by the American Nurses Credentialing Center (ANCC) or American Academy of Nurse Practitioners (AANP).

FOB: Destination

MAX
NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Nursing

FFP

Any Registered Nurse specialty, Licensed Practical Nurse, RN- Health Educator.

FOB: Destination

MAX NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Technologist

FFP

Technologist Personnel include, but are not limited to, Cardiopulmonary Technologist, Cardiovascular Technologist, Dosimetrist, Echocardiograph Technologist, Medical Technologist, Ophthalmic Technologist, Radiologic Technologist (including the various specializations), Laboratory Supervisor, Registered Respiratory Therapist, Certified Athletic Trainer, Perfusionist, Radiation Therapist.

FOB: Destination

MAX NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Technician

FFP

Technician Personnel include, but are not limited to, Cardiac Technician, Central Sterile Supply Technician, Dietetic Technician, Electrocardiograph Technician, Emergency Medical Technician, Medical Laboratory Technician, Optician, Orthopedic Technician, Pharmacy Technician, Phlebotomist, Physical Therapy Technician, Psychiatric Technician, Pulmonary Technician, Certified Respiratory Therapist, and Surgical Technician.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		\$REDACTED	Hours	UNDEFINED	UNDEFINED

Assistant

FFP

Assistant Personnel include, but are not limited to, Chiropractic Assistant, Occupational Therapy Assistant, Speech Pathology Assistant.

FOB: Destination

MAX NET AMT	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		\$REDACTED	Lot	UNDEFINED	UNDEFINED

Travel /Training

FFP

FFP - Reimbursement of travel expenses in accordance with Section C.11. of this contract and task orders.

FOB: Destination

MAX NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		UNDEFINED		UNDEFINED	UNDEFINED

Incentive Award
FFP

FOB: Destination

MAX NET AMT

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY \$REDACTED	UNIT	UNIT PRICE	MAX AMOUNT
0010	Overtime FFP		Hours	UNDEFINED	UNDEFINED

FOB: Destination

MAX NET AMT

UNDEFINED

Section C - Descriptions and Specifications

STATEMENT OF WORK

NOTE 1: The use of Commanding Officer means: Commanding Officer or other activity head, or a designated representative, e.g., Contracting Officer's Representative (COR) or Department Head, of the activity designated in a particular task order.

NOTE 2: The term contractor means the offeror identified in block 15A of Standard Form 33 or block 7 of the Standard Form 26 and its health care workers (HCWs) who are providing services under task orders placed under the contract.

NOTE 3: The term HCW refers to the individual(s) providing services under this contract.

NOTE 4: The term MTF refers to the Military Treatment Facility or other Federal medical treatment facility at which services are performed.

NOTE 5: The term COR refers to the Contracting Officer's Representative, a government employee appointed in writing by the Contracting Officer (KO) to serve as technical liaison between the government and the contractor.

STATEMENT OF WORK

1. This Statement of Work (SOW) applies to all positions encompassed within this contract. Order specific SOWs for Section B, CLINs 0001-0010 will be included with subsequently issued Task Order Proposal Requests (TOPR).

1.1. The contractor shall provide the health care personnel in accordance with the terms and conditions of this contract and each task order issued under this contract.

1.2. Contractor services shall be provided for the treatment of active duty military personnel, their dependents, eligible DoD civilian employees, and other eligible beneficiaries, designated by the Government.

2. SUITS ARISING OUT OF MEDICAL MALPRACTICE

2.1. The HCW(s) is (are) serving at the MTF under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the HCW(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract.

2.2. The HCW(s) is/are not required to maintain medical malpractice liability insurance. In the event of a claim or lawsuit relating to the HCW's performance of duties under this contract, the parties shall follow the procedures established in SECNAVINST 6300.3A, a copy of which can be viewed at <http://doni.daps.dla.mil/>.

2.3. HCWs providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual HCW receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

3. SCHEDULES, ABSENCES, AND LEAVE. Each task order will specify the work schedule of each HCW and shall specify whether the HCW will either: (1) accrue leave as an individual and be subject to approval by the Government for scheduling accrued leave; or (2) not accrue leave under the task order and be subject to replacement coverage by the contractor during all scheduled and unscheduled absences.

3.1. Individuals who accrue leave. Individuals subject to the provisions given in Section C.3.1 and its subparagraphs will be designated in the applicable task order. The Government will administer the leave provisions in this Section.

3.1.1. Individual HCWs who accrue leave shall accrue personal leave (annual leave plus sick leave) at a rate specified in the task order. The specific work schedule for an individual contractor HCW who accrues leave will be scheduled in advance by the supervisor (or designee) specified in the task order. Any changes in the schedule shall be coordinated between the individual HCW and the Government.

3.1.2. Each HCW shall adhere to MTF/supervisor policies and procedures for requesting leave, including requirements for advance notice. Requests by HCWs for taking accrued leave are subject to approval by the supervisor (or designee).

3.1.3. Contractors and HCWs shall ensure that leave requests are requested with sufficient time in advance to allow the supervisor to adequately plan for adequate staffing levels. Unless otherwise specified in a Task Order, all accrued leave shall be used within 90 days following the completion of a 12-month Task Order if a Logical Follow-on Task Order has been issued. If a Logical Follow-on Task Order is not issued, all unused leave shall be either used by the end of the Task Order period or forfeited. If personal leave is carried over beyond the completion date of the Task Order (i.e. to be used in the subsequent 90 days), the Government reserves the right to require the HCW to provide the COR with a schedule for the use of that leave not later than the first workday of the Logical Follow-on Task Order. Healthcare workers shall not presume that their leave schedule has been approved unless notified, in writing, by the COR. The Government will make every effort to accommodate all leave requests; however, the Commanding Officer reserves the right to unilaterally deny these leave requests to meet the demand for patient care.

3.1.4. The Government will compensate the Contractor for periods of authorized absence. The Contractor shall, in turn, compensate the HCW for periods of authorized absence.

3.1.5. If the HCW is absent for three or more consecutive unplanned days, the Commanding Officer may require written documentation from a qualified health care provider that the HCW is free from communicable disease. The Government reserves the right to examine and/or re-examine any HCW who meets this criterion.

3.1.6. At the discretion of the Commanding Officer a HCW shall enter a leave without pay (LWOP) status upon exhaustion of any leave balance. Unless waived by the KO, the Contractor shall replace any HCW who has been on LWOP status for a total of 40 hours per task order. At the discretion of the Commanding Officer, LWOP taken in conjunction with maternity leave is not subject to this limitation.

3.1.7. Upon request, up to 12 weeks of maternity leave, accrued leave plus LWOP, may be granted to the HCW if the circumstances specified in the FMLA, Sec. 102, apply.

3.1.8. Documented military leave for military reservists will be allowed, not to exceed 15 days per fiscal year, in accordance with 5 U.S.C. 6323(a). This leave may be taken intermittently, i.e., one day at a time, and may be carried over into the next fiscal year provided there is a task order in place to allow for this. Military reservists who perform full-time military service as a result of a call or order to active duty in support of a contingency operation may take up to 22 days per calendar year of military leave, in accordance with 5 U.S.C. 6323(b). Documented military leave taken in accordance with 5 U.S.C. 6323(a) and (b) is compensated leave. The contractor shall follow the policy of the MTF with respect to notification of scheduled military duties to the Commanding Officer.

3.1.9. Administrative leave may be granted for HCWs selected to serve jury duty. Requests for administrative jury duty leave shall be submitted to the Commanding Officer in the same manner as planned leave is requested. The HCW is required to provide the Commanding Officer with as much written notice as possible prior to reporting for jury duty, and is responsible for supplying documentation regarding the necessity for and length of absence for jury duty. A HCW whose position is deemed critical by the Commanding Officer may be issued a written request for the court to excuse the HCW from jury duty. The HCW shall be compensated by the contractor for these periods of authorized administrative leave. No individual HCW will be granted more than 15 days of administrative leave for

jury duty per year; in those instances where a contract HCW who accrues leave is anticipated to be in jury duty status in excess of 15 days, the contractor shall provide a replacement worker.

3.1.10. In the event that a task order allows a leave accrual position to be staffed by part-time individuals, no leave will be accrued by any individual who works less than 40 hours during a two week invoice period. This clause does not apply to labor categories covered by the Service Contract Act.

3.1.11. All accrued leave shall be forfeited without compensation or reimbursement at the expiration or termination of a task order or the contract or at the voluntary or involuntary separation of a contract HCW. The only exception to this is in the case of a logical follow-on task order, which includes a provision for carry over from the expiring task order of a specified maximum leave balance for a defined period (see Section C paragraph 3.1.3).

3.2. Positions for which replacement coverage is required. Positions subject to the provisions given in Section C.3.2. and its subparagraphs will be designated in the applicable task order. The Contractor shall be responsible for administering the leave for individuals filling coverage positions.

3.2.1. The Contractor shall have sufficient qualified reserve personnel so that all services are provided in the event a HCW scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. Contract requirements are not mitigated by inclement weather.

3.2.2. If a HCW becomes ill or is otherwise unable to fulfill his/her obligation to work, they shall notify the contractor who in turn shall notify the COR.

3.2.3. The Contractor is responsible for replacing a HCW who, for any reason, misses more than 2 hours of a shift.

3.2.4. The Contractor shall provide replacement coverage by a HCW who meets the minimum HCW contract qualifications and is approved for work (i.e., has been credentialed and privileged as appropriate and has satisfactorily completed orientation).

3.2.5. The contractor shall prepare the schedule of workers for all positions for which replacement coverage is required. Unless otherwise specified in the task order, the specific schedule for each two week period shall be provided to the DoD Supervisor one month in advance of the two week period. The schedule shall be complete and include the name of the specific individual(s) who will provide the required coverage.

3.3. Provisions for all HCWs.

3.3.1. Administrative Leave. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the HCW. This administrative leave may be compensated leave.

3.3.2. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a Government furlough. In the event of a Government furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the Contracting Officer's Representative that they have become critical employees.

3.3.3. A HCW with a bona fide medical emergency occurring while on duty, or with an on-the-job injury, will be provided stabilizing medical care according to the procedures of the MTF. The contractor shall reimburse the Government for all medical services provided unless the HCW is otherwise entitled to Government medical services.

3.3.4. In the instance where the Government directs the HCW to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise

jeopardize patient health, the HCW shall remain on duty. The HCW will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the HCW and the Commanding Officer. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift) which are to be completed as part of the shift.

3.3.5. Overtime shall be authorized in advance and scheduled by the government. If approved, the amount of overtime will be defined in the specific task order and the contractor shall be compensated in accordance with Section B, Contract Line Item Number (CLIN) 0010. The contractor shall only be compensated for overtime when the authorized HCW provides services in excess of their regularly scheduled 80 hours per pay period.

3.3.6. HCWs providing services will generally (as specified in the task order) receive uncompensated meal breaks of 30 minutes when assigned an 8-hour shift and 45 minutes when assigned a 12-hour shift. The HCW's shift will be extended 30 minutes or 45 minutes, respectively, to constitute a full 8 or 12 hours of on-site service. This includes extending the work shift beyond the scheduled clinic closing time to complete patient care and administrative duties. No contractor employee shall work beyond 12 ¾ hours per shift.

3.3.7. Contractor employees may receive one compensated work break in the morning and one in the afternoon, work load permitting, at the discretion of the Government. Neither break shall exceed 15 minutes or be taken with the intention of extending the lunch break.

3.3.8. Continuing Education. The Commanding Officer may also grant authorization for planned absences to allow the HCW to attend continuing education courses. This is in addition to the planned and unplanned absences specified above. The Government may compensate the HCW for these periods of authorized absence if the continuing education course(s) are determined to be a necessary expense by the government. This determination will be made on a case by case basis, weighing the costs associated with the training of contractor personnel against the benefit gained by the Government in support of the appropriation that will incur the expense. This compensation will not exceed 40 hours per 12 month Task Order, equivalently apportioned for part-time employees and/or partial year Task Orders. The Commanding Officer may also advance leave for continuing education.

3.3.8.1. Unless authorized in advance, the Government will not reimburse the HCW for the cost of any training and/or other related expenses (travel). If authorized, the contractor shall be compensated for those expenses deemed reasonable using the "Travel/Training CLIN" in Section B, CLIN 0008. The HCW shall provide proof of attendance and successful completion of continuing education to the Commanding Officer upon request.

3.3.8.1.1. The contractor shall submit an invoice in accordance with Wide Area Work Flow instructions itemizing expenses in amounts allowable by the COR.

3.3.8.1.2. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the COR. The government shall reimburse the contractor only for actual training costs incurred, and any authorized travel expenses deemed reasonable.

3.3.8.1.3. The Government reserves the right to require additional documentation, including memoranda from the HCW obtaining the training.

3.3.8.1.4. Such training shall not be conducted prior to the appropriate funding being applied to CLIN 0008 through a task order.

3.3.9. Training necessary to maintain the professional qualifications required by the contract (e.g. Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.) may be available at the MTF on a space available basis. HCWs participating in such training shall not be in a contract duty status, i.e. training hours are not paid hours of service. Failure of the HCW to obtain training on a space available basis does not release the Contractor from the contract requirement.

4. FAILURE AND/OR INABILITY TO PERFORM.

4.1. Should a HCW who accrues leave in accordance with section C.3.1 be unable to perform duties under any Task Order due to medical or physical disability for more than 13 consecutive days, that individual's performance under the Task Order may be suspended by the KO until such medical or physical disability is resolved. If performance under the Task Order is so suspended, no reimbursement shall be made to the contractor for the affected HCW so long as performance is suspended.

4.2. If clinical privileges of a HCW have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance under the Task Order may be suspended until clinical privileges are reinstated. No reimbursement shall be made to the contractor for the affected HCW so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held.

4.3. Any HCW demonstrating impaired judgment will be removed from providing health care services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

4.4. Any HCW with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior approval from the Commanding Officer.

5. GENERAL PROVISIONS FOR HEALTH CARE WORKERS.

5.1. HCWs shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and other government regulations implementing this Executive Order.

5.2. HCWs shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government resources (i.e. copiers, telephone, and computers, etc.) for personal business. All motor vehicles operated on these installations by HCWs shall be registered with the base security service according to applicable directives. Eating by HCWs is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

5.3. Except as provided in this clause and in section H, HCWs are not prohibited from conducting a private practice of their professions or from engaging in other employment. However, the HCWs shall not, simultaneously with performance under this contract, engage in other employment that creates a conflict of interest, violates federal law (see Section H), or potentially compromises the quality of their work under this contract. Further, such private practice or other employment shall not be conducted during those hours in which the HCW is required to render services under this contract. HCWs shall make no use of the Government facilities or property provided under this contract in connection with other employment. (NAV MED P-117, Chapter 1, Article 1-22 applies (<<http://navymedicine.med.navy.mil/default.cfm?selTab=Directives>>)).

5.4. While on duty, HCWs shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the HCW when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

5.5. HCWs shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains and shall fit correctly. Fingernails shall be clean and free from dirt, and hair shall be neatly trimmed and combed. HCWs shall display an identification badge, which includes the HCW's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

5.6. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a HCW has been engaged in use, possession, or trafficking of drugs, the HCW may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a HCW, the HCW and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the HCW to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

5.7. All financial, statistical, personnel, and technical data which are furnished, produced, or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the COR. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the COR before publication or dissemination.

5.8. The Contractor shall comply with all applicable State and local laws and MTF instructions and policies.

5.9. Contractor staff shall participate in executing the Emergency Preparedness Plan (drills and actual emergencies) as scheduled by the MTF (typically semiannually). An MTF personnel re-call list with personal contact information for all military, civil service and contractor staff is required to prepare in advance for an actual emergency. Upon commencement of performance, the contractor shall provide the COR with a list of personal contact information for a designated contractor representative as well as all contractor staff performing services. The contractor shall provide an updated list to the COR bimonthly. Should an emergency occur that will affect the HCWs' shifts, the designated contractor representative and the HCWs will be contacted.

5.10. HCWs providing services under this contract shall arrive for each scheduled shift in a well-rested condition and shall have had at least 6 hours of rest from all other duties as a HCW immediately prior to reporting for the shift.

5.11. Incentive Awards. The Government reserves the right to make incentive awards on behalf of the HCWs in a form of compensation outlined in a specific task order. These awards will be site or position specific based upon the Government's best business practice plans to minimize turnover, maximize the mission of the command and/or reward exemplary work. Incentive plans may be contained in individual task orders for positions within the maximum quantities only. If the task order provides for a time off incentive award and one is actually made the contractor is under no obligation to provide a replacement healthcare worker during the absence.

6. PERSONNEL QUALIFICATIONS. The contractor shall provide personnel having certain minimum levels of training and experience. General qualifications that apply to all HCWs are given in Section C.7. Specific qualifications for various labor categories are given in Section C.8. Additional and/or supplemental qualifications specific to a particular Task Order are contained in the applicable Task Order. Additional/supplemental qualifications may include, but are not be limited to, experience, board certification for physicians, or other professional certifications appropriate to the particular labor category.

7. GENERAL QUALIFICATIONS THAT APPLY TO ALL HEALTH CARE WORKERS.

7.1. HCWs shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other health care personnel.

7.2. HCWs shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

7.3. Reserved.

7.4. In order to carry out the duties required by the contract, all HCWs will be required to access Navy information technology networks/systems containing sensitive information. Only HCWs who are U.S. citizens can be granted access to Department of Navy (DON) Information Technology networks/systems and sensitive information (see Section H, Information Technology/Sensitive Information Security Requirements and Section J, Attachment AA Citizenship Requirements).

7.5. HCWs shall represent an acceptable malpractice risk to the Government.

7.6. HCWs shall be in good standing, and under no restrictions, with the state licensure board in any state in which a license is held or has been held within the last 10 years.

7.7. HCWs shall maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

7.8. HCWs shall be current with and have completed all continuing education requirements specified by their professional licensure or certification.

7.9 Occupational Health

7.9.1. Within 60 days prior to performance of services by the HCW, the HCW shall obtain, at contractor expense, documentation of required immunizations and physical testing, and a statement from the HCW 's physician or a report of a physical examination. The physical examination and immunization documentation shall indicate that the HCW is free from mental or physical impairments that would restrict the HCW from providing the services described herein. Section J, Attachment AI details the necessary immunizations and physical examinations required. Attachment AI shall be completed and signed by the HCW's physician. The facility shall identify any incumbent HCWs who are not required to complete this documentation after contract award. Declinations shall only be permitted based on either the HCW's religious convictions or medical contraindications (as documented by a qualified health care provider). The Hepatitis B vaccine declination can be found on the World Wide Web at <http://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>.

7.9.2. Except as provided in paragraph 7.9.3, below, no medical tests or procedures required by the contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

7.9.3. HCWs shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, medical surveillance, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government.

7.9.4. It is essential that HCWs be vaccinated annually against influenza according to BUMED and CDC guidelines aimed at reducing the impact of influenza disease in health care settings. The Government will provide the influenza vaccine free of charge; if the HCW chooses to be immunized by the Government, they shall sign a waiver in accordance with MTF rules and regulations. Alternately, the HCW may obtain the vaccine at another facility, with the HCW bearing the total cost, and provide proof of vaccination to the Government. If the HCW declines vaccination, a signed declination form shall be provided to the Government in accordance with CDC recommendations and MTF policies.

7.9.5. HCWs who do not show a positive antibody titer after immunization and appear to have a "non-immune" status must report varicella exposure to the COR. In accordance with Centers for Disease Control Recommendations, such HCWs may be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, personnel under this contract who accrue leave will be considered to be in a leave status; all other personnel must be replaced during this period to ensure maintenance of contractually required coverage.

7.9.6. On an annual basis, HCWs must provide a current Purified Protein Derivative (PPD) reading or an evaluation if they are a known PPD reactor. The Contractor is responsible for any expenses incurred for required testing.

7.9.7. **BLOODBORNE PATHOGEN ORIENTATION PROGRAM.** HCWs shall participate in the Command's Bloodborne Pathogen Orientation Program. The HCW shall also participate in all required annual training and in periodic training for all procedures that have the potential for occupational exposure to bloodborne pathogens.

7.9.8. **MANAGEMENT OF HIV POSITIVE HCWs.** HIV positive HCWs will be managed in accordance with the current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S. Section 793) and its implementing regulations (41 CFR Part 60-741).

7.9.9. **PREVENTION OF THE TRANSMISSION OF THE HIV VIRUS.** HCWs shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the HIV virus.

7.9.10. **MANAGING THE CLINICAL RISK IN THE WORK ENVIRONMENT.** The work environment inherently involves risks typically associated with the performance of clinical procedures. The HCW may be exposed to contagious disease, infections and flying debris, requiring the wearing of personal protection equipment such as scrub attire, gloves, masks, and eye protection.

7.10. CREDENTIALING REQUIREMENTS

7.10.1 Following award of a task order, the contractor shall submit to the Professional Affairs Department, via the COR, a completed Individual Credentials File (ICF) for each required HCW. The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix R of BUMEDINST 6320.66E of 29 August 2006 and subsequent revisions. ICFs for health care practitioners who do not currently have an ICF on file at the facility shall be submitted at least 30 days prior to commencement of services. For those health care providers who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

7.10.2 Following award of a task order, the contractor shall submit to the Professional Affairs Department, via the COR, a completed Individual Professional File (IPF) for each licensed staff member not included in the requirements for ICFs. The IPF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix S of BUMEDINST 6320.66E of 29 August 2006 and subsequent revisions. IPFs for personnel who do not currently have an IPF on file at the facility shall be submitted at least 30 days prior to commencement of services. For those personnel who currently have an IPF on file, an updated Personal and Professional Information Sheet (PPIS) for Nonprivileged Providers, with notation that a complete up-to-date IPF is on file, shall be submitted no less than 15 days prior to commencement of services.

7.10.3 Upon receipt of a complete ICF or IPF, the COR will forward it to the Professional Affairs Department for approval and credentialing of the individual health care provider/worker. The Professional Affairs Department will ensure the ICF or IPF is complete in accordance with BUMEDINST 6320.66E of 29 August 2006 and subsequent revisions. The contractor shall not assign an individual to work at the MTF until the HCW's ICF or IPF has been approved and shall discontinue the service of an individual who fails to maintain compliance with qualification and credentialing requirements.

7.10.4 BUMEDINST 6320.66E is available at <http://navymedicine.med.navy.mil/default.cfm?selTab=Directives>. Click BUMED Directives, select page 4 of the directives, and scroll down to the instruction number. The instruction is now contained in several separate files.

7.10.5 The Contractor shall submit a qualifications package to the COR for each HCW who is not required to submit either an Individual Credentials File (ICF) or an Individual Professional File (IPF), e.g., nursing assistants, medical assistants, laboratory technicians. Prior to Contractor employees providing services under this contract, the COR will verify the compliance of each HCW with the qualification requirements appropriate to their employment category.

7.10.6 Unless otherwise specified in an individual TOPR, the Government reserves the right to transfer to the gaining Contractor the credentials of a HCW who has been granted delineated clinical privileges on a predecessor contract/task order without a new or additional credentialing action. This extension may only occur: a) within the same command; b) when there is no increased clinical competency requirement of the HCW; c) when there is no significant change in the scope of clinical practice of the HCW; d) when there is no gap in performance between the contracts; and e) when the HCW has had acceptable performance evaluations.

7.10.7 Notwithstanding licensure and certification requirements given below in Section 8, each HCW is responsible for complying with all applicable licensure and certification regulations.

7.10.8 The contractor shall continuously maintain a current list of all individuals who have been privileged, credentialed, or approved for service under each task order. The contractor shall provide a copy of the list to the COR monthly, or more often as requested by the COR.

7.11. ORIENTATION

7.11.1. Each HCW providing service under this contract or resultant Task Orders shall undergo an orientation. Orientation may be waived for personnel who have previously provided service at the treatment facility.

7.11.2. Orientation shall consist of Command Orientation and Information Systems Orientation. Command orientation of 8 hours includes annual training requirements for topics such as fire, safety, infection control, and family advocacy. Additional Command Orientation for nurses (local certifications) will comprise an estimated additional 28 hours. Information Systems Orientation of approximately 24 hours includes the Composite Health Care System (CHCS), Armed Forces Health Longitudinal Technology Application (AHLTA), and the Ambulatory Data System (ADS). In addition, HCWs identified as CHCS and/or AHLTA Super-users shall undergo an additional 8 hours of information systems orientation. Any additional or specific requirements for orientation will be provided in the applicable Task Order.

7.11.3. Orientation will be provided to contractor employees, as required, during initial regularly scheduled shifts under the task order or as specified in the task order.

7.11.4. Those contractor employees who are required to be oriented during initial regularly scheduled work shifts shall be scheduled by the contractor for shifts occurring at times when orientation classes are available. The COR will provide a list of training times up to 30 days in advance.

7.11.5. For each task order requiring services of an individual the contractor shall not invoice for orientation, and the government will not reimburse the contractor for orientation, until such time as the individual has provided an amount of clinical services equal to the amount of orientation received. The contractor shall complete all orientation within 60 days after commencement of services by the HCW.

7.12. Turnover of HCWs. The contractor shall recognize the potentially negative impact on continuity of care created by staff turnover and the expense incurred by the Government for orientation and privileging of new workers. Therefore, the contractor shall make every effort to minimize turnover and, notwithstanding contractor employee

probation policies, shall recruit only individuals who indicate interest in a long-term commitment under the task order.

8. SPECIFIC QUALIFICATIONS LABOR CATEGORIES. Each HCW shall meet and maintain the qualifications specified below for their labor category. The following specific labor category qualifications are additional to the general qualifications given in Section C.7 and may be further supplemented by specific qualifications contained in the applicable task order.

8.1. AUDIOLOGIST

8.1.1. Possess a Master's Degree in Audiology from an accredited university.

8.1.2. Possess a Certificate of Clinical Competency in Audiology (CCC-A) from the American Speech-Language-Hearing Association (ASHA).

8.1.3. Possess a current, valid unrestricted license to practice as an Audiologist in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U. S. Virgin Islands and maintenance of same.

8.1.4. Possess post graduate degree experience as a full-time Audiologist of at least 1 year within the preceding 3 years.

8.2. CARDIOVASCULAR TECHNOLOGIST

8.2.1. Possess registration as a Registered Diagnostic Cardiac Sonographer (RDCS) from the American Registry of Diagnostic Medical Sonographers (ARDMS).

8.2.2. Possess full-time experience as a Cardiac Sonographer of at least 18 continuous months within the preceding 36 months.

8.3. CENTRAL STERILE SUPPLY TECHNICIAN

8.3.1. Possess either (a), certification as a sterilization technician as determined by the National Institute for the Certification of Healthcare Sterile Processing and Distribution Personnel or equivalent certifying agency (e.g., the International Association of Healthcare Central Services Materials Management, or the National Institute of Healthcare Sterile Processing and Distribution Personnel), or (b) experience of at least one year within the preceding three years as a sterilization technician.

8.4. CERTIFIED ATHLETIC TRAINER

8.4.1. Possess current certification as an Athletic Trainer through the National Athletic Trainers' Association (NATA) Board of Certification.

8.4.2. Possess experience of at least 12 months within the preceding 36 months as an athletic trainer with collegiate athletes, professional athletes, or military operations personnel.

8.4.3. Possess experience with Windows-based computer systems of at least 12 months within the preceding 36 months.

8.4.4. Possess experience with computerized injury tracking programs of at least 12 months within the preceding 36 months.

8.5. CERTIFIED MEDICAL ASSISTANT

8.5.1. Possess a high school diploma or GED certificate.

8.5.2. Be a graduate from a medical assistant training program accredited by Commission on Accreditation of Allied Health Education Programs (CAAHEP) , the Accrediting Bureau of Health Education Schools (ABHES) of the American Medical Technologists, or a formal medical services training program of the United States Armed Forces.

8.5.3. Possess certification as a medical assistant by the American Association of Medical Assistants or registration by the American Medical Technologists.

8.6. CERTIFIED NURSING ASSISTANT

8.6.1. Possess a high school diploma or GED certificate.

8.6.2. Have completed of a course of education leading to, and possession of, certification as a nursing assistant from a Certified Nursing Assistant program.

8.7. CERTIFIED REGISTERED NURSE ANESTHETIST.

8.7.1. Be a graduate of a CRNA education program accredited by the American Association of Nurse Anesthetists (AANA) Council on Accreditation of Nurse Anesthesia Educational Programs.

8.7.2. Possess a current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.7.3. Possess current certification as a Registered Nurse Anesthetist from the American Association of Nurse Anesthetists (AANA).

8.7.4. Possess experience as a CRNA of at least 24 months within the preceding 48 months.

8.8. CHIROPRACTIC ASSISTANT

8.8.1. Possess a high school diploma or GED certificate.

8.8.2. Have a minimum of one year of full-time experience within the last three years as a chiropractic assistant, nursing assistant, physical therapy assistant, pharmacy technician, operating room technician or other similar medically related support type occupation.

8.9. CHIROPRACTOR

8.9.1. Be a graduate from a Chiropractor training program accredited by the Council on Chiropractic Education.

8.9.2. Possess current, valid, unrestricted license to practice as a Doctor of Chiropractic in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.9.3. Possess minimum of one year of full-time experience as a chiropractor within the last three years in a position in which both diagnostic and treatment services were consistently administered.

8.10. CLINICAL PSYCHOLOGIST

8.10.1. Possess a doctoral degree in clinical or counseling psychology from an accredited university.

8.10.2. Possess and maintain a valid, unrestricted license or certification to practice as a psychologist in any one of the 50 States, the District of Columbia, the Commonwealth or Puerto Rico, Guam or the U.S. Virgin Islands.

8.10.3. Have experience as a Psychologist of at least two years within the preceding 36 months.

8.11. CLINICAL SOCIAL WORKER

8.11.1. Possess a master's degree in social work from a program accredited by the Council on Social Work Education (CSWE).

8.11.2. Have minimum of two years post-masters experience as a clinical social worker within the last three years.

8.11.3. Possess a current, unrestricted license to practice independently as a Clinical Social Worker in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.12. CLINICAL SOCIAL WORKER, CASE MANAGER.

8.12.1. Possess a master's degree in social work from a program accredited by the Council on Social Work Education (CSWE).

8.12.2. Possess a current, unrestricted license to practice independently as a Clinical Social Worker in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.12.3. Be certified as Certified Advanced Social Work Case Manager (C-ASWCM) by the National Association of Social Workers OR possess a minimum of 3 years experience within the preceding 5 years as a social work case manager in a hospital-based setting performing medical crisis counseling and discharge planning.

8.12.4. Possess a valid driver's license and a personal vehicle for use under the contract.

8.13. COMPUTED TOMOGRAPHY (CT) TECHNOLOGIST

8.13.1. Be a graduate from a radiography program accredited by the Joint Review Committee on Education in Radiological Education (JCERT).

8.13.2. Possess current registration as a Radiologic Technologist or a Radiation Therapist by the American Registry of Radiologic Technologists (ARRT).

8.13.3. Possess current post-primary certification as a CT Technologist by the American Registry of Radiologic Technologists (ARRT).

8.13.4. Possess experience as a CT Technologist of at least 12 months within the preceding 36 months.

8.14. CYTOTECHNOLOGIST

8.14.1. Possess a bachelor's degree in biology, chemistry, or a related scientific discipline from an accredited university.

8.14.2. Possess current certification as a Cytotechnologist from the American Society for Clinical Pathology (CT (ASCP)).

8.14.3. Possess experience as a Cytotechnologist of at least 12 months within the preceding 36 months.

8.15. DIETETIC TECHNICIAN

8.15.1. Achieve one of the following:

8.15.1.1. Possess an associates degree from an accredited college or university plus successful completion of a Dietetic Technician program accredited by The Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association, or

8.15.1.2. Possess a bachelor's degree from an accredited college or university including academic requirements for dietetics accredited/approved by CADE plus completion of a supervised practice program accredited/approved by CADE.

8.15.2. Be registered as a Dietetic Technician from the Commission on Dietetic Registration of the American Dietetic Association.

8.16. DIETITIAN

8.16.1. Possess a bachelor's degree in nutrition/dietetics from a school accredited by the Commission on Accreditation for Dietetics Education (CADE) of the American Dietetic Association (ADA).

8.16.2. Possess registration from the Commission on Dietetic Registration (CDR) of the American Dietetic Association.

8.16.3. Possess a valid, unrestricted license/certification/registration to practice as a dietitian in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.16.4. Possess a minimum of 1 year of full-time experience as a dietitian within the preceding 3 years.

8.17. DOSIMETRIST

8.17.1. Possess certification as a medical dosimetrist by the Medical Dosimetrist Certification Board (MDCB).

8.17.2. Possess post-certification experience of a minimum of 12 months within the preceding three years.

8.18. EMERGENCY MEDICAL TECHNICIAN

8.18.1. Possess a high school diploma or GED certificate.

8.18.2. Possess certification as an EMT by the National Registry of Emergency Medical Technicians or State EMT certification.

8.19. GENETICS COUNSELOR

8.19.1. Possess a master's degree in Genetic Counseling from an accredited university.

8.19.2. Possess certification by the American Board of Genetic Counselors.

8.19.3. Have experience as a genetic counselor of at least one year within the last three years.

8.20. HEALTH EDUCATOR

8.20.1. Possess a bachelor's degree in Health Education, Community/Public Health or Wellness, or a human services related field such as counseling or psychology from an accredited university.

8.20.2. Have at least one year of full-time experience in health promotion programming within the last three years.

8.21. LICENSED PRACTICAL NURSE

8.21.1. Be a graduate from a Licensed Practical Nurse or Licensed Vocational Nurse Program accredited by the National League for Nursing Accrediting Commission (NLNAC).

8.21.2. Possess current, unrestricted license to practice as an LVN/LPN in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.21.3. Prior to commencing service under this contract, Licensed Practical (Vocational) nurses must attend a two hour lecture on IV certification. Contractor nurses must then obtain certifications (e.g., IV, medications and blood administration) in accordance with clinic nursing service and command policy not later than 60 days after commencement of services, including MTF observation of three completed IV sticks.

8.22. MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST

8.22.1. Be a graduate from a radiography program accredited by the Joint Review Committee on Education in Radiological Education (JCERT).

8.22.2. Possess current registration as a Radiologic Technologist, Radiation Therapist, or Nuclear Medicine Technologist by the American Registry of Radiologic Technologists (ARRT).

8.22.3. Possess current post-primary certification as an MRI Technologist by the American Registry of Radiologic Technologists (ARRT).

8.22.4. Possess experience as an MRI Technologist of at least 12 months within the preceding 36 months.

8.23. MAMMOGRAPHY TECHNOLOGIST

8.23.1. Be a graduate from a radiologic technologist education program accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT).

8.23.2. Possess current registration by the American Registry of Radiologic Technologists (ARRT) as a Registered Technologist (R.T. (ARRT)) and current registration as a Mammography Technologist (R.T. (M)(ARRT)).

8.23.3. Have minimum of one year of full-time experience within the last three years in a setting corresponding to the requirements of the task order.

8.24. MEDICAL LABORATORY TECHNICIAN

8.24.1. Be a graduate from a medical laboratory technician training program accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) or the Accrediting Bureau of Health Education Schools (ABHES).

8.24.2. Possess certification as a Medical Laboratory Technician by the American Society of Clinical Pathologists (ASCP), National Credentialing Agency for Laboratory Personnel (NCA), or American Medical Technologists (AMT), or state licensure as a medical laboratory technician.

8.25. MEDICAL TECHNOLOGIST

8.25.1. Possess a bachelor's degree in biology, chemistry, or a related scientific discipline from an accredited university.

8.25.2. Possess current certification as a medical technologist from the American Society for Clinical Pathology (ASCP) or the American Medical Technologists (AMT).

8.25.3. Possess experience as a medical technologist of at least 12 months within the preceding 36 months.

8.26. NUCLEAR MEDICINE TECHNOLOGIST

8.26.1. Be a graduate of a program in nuclear medicine technology accredited by the Joint Review Committee on Educational Programs in Nuclear Medicine Technology.

8.26.2. Possess current certification as a nuclear medicine technologist by the Nuclear Medicine Technology Certification Board (NMTCB) or registration as a nuclear medicine technologist by the American Registry of Radiologic Technologists (ARRT).

8.26.3. Have experience as a nuclear medicine technologist of at least 12 months within the preceding 3 years.

8.27. NURSE MIDWIFE

8.27.1. Be a graduate of a Certified Nurse Midwife Education Program accredited by the American Nurses Association and the American College of Nurse-Midwives.

8.27.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.27.3. Possess certification by the American College of Nurse-Midwives Certification Council.

8.27.4. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.27.5. Possess current certification in one of the following: Advanced Cardiac Life Support (ACLS); Advanced Life Support for Obstetrics (ALSO); Pediatric Advanced Life Support (PALS); or Neonatal Resuscitation Program (NRP).

8.28. NURSE PRACTITIONER

8.28.1. Be a graduate of a Masters of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE).

8.28.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.28.3. Possess current certification (in the specialty corresponding to the specialty required by the task order) as a Nurse Practitioner by the American Nurses Credentialing Center (ANCC) or American Academy of Nurse Practitioners (AANP).

8.28.4. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.29. NURSE PRACTITIONER, NEONATAL

8.29.1. Be a graduate of a Masters of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE).

8.29.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.29.3. Possess certification as a Neonatal Nurse Practitioner from the National Certification Corporation (NCC), OR 3 years of experience within the last 5 years as a Nurse Practitioner in a neonatal unit.

8.30. OPERATING ROOM TECHNICIAN

8.30.1. Have education as follows: Either, (a) possess proof of graduation from a Surgical Technician training program accredited by the Association of Operating Room Technicians or, (b) possess a current, unrestricted license to practice as a licensed practical/vocation nurse (LPN/LVN) in any one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.30.2. Possess experience as an Operating Room Technician or as an LPN/LVN providing Surgical/Operating Room services of at least 12 months within the preceding 36 months. Scrubbing experience must include competency in multiple surgical specialties, including at least 2 major complex specialties (for example, orthopedics, neurosurgery, laparoscopy, cardio-thoracic).

8.31. OPHTHALMIC TECHNICIAN

8.31.1. Be a graduate from an Ophthalmic Technician training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP).

8.31.2. Possess current certification as a Certified Ophthalmic Technician (COT) by the Joint Commission on Allied Health Personnel in Ophthalmology (JCAHPO).

8.32. OPTOMETRIST

8.32.1. Have a doctorate degree in Optometry from an accredited college approved by the Council of Optometric Education of the American Optometric Association.

8.32.2. Possess current, valid, unrestricted license to practice as an optometrist in one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands

8.32.3. Experience as a clinical optometrist of at least 12 months within the preceding 18 months.

8.33. PHARMACIST

8.33.1. Have a bachelor's degree in Pharmacy or Doctor of Pharmacy from a college of pharmacy accredited by the American Council on Pharmaceutical Education (ACPE).

8.33.2. Possess current, valid, unrestricted license to practice Pharmacy in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.33.3. Have working knowledge of pharmacy computer systems such as AHLTA.

8.34. PHARMACY TECHNICIAN

8.34.1. Be a graduate from a Pharmacy Technician program accredited by the American Society of Health-System Pharmacists (ASHP), OR certification by the Pharmacy Technician Certification Board (PTCB), OR successful completion of a formal pharmacy technician training program (i.e., a technical, hospital, or retail-based program).

8.34.2. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.34.3. Have working knowledge of pharmacy computer systems such as AHLTA.

8.35. PHLEBOTOMIST

8.35.1. Possess either a degree or certificate of graduation from an approved/accredited phlebotomy training program – OR - 12 months experience as a Phlebotomist within the past 36 months.

8.35.2. Provide two letters of recommendation written within the last two years attesting to the HCW's clinical skills. A minimum of one letter must be from a supervisor. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference.

8.36. PHYSICAL THERAPIST

8.36.1. Possess bachelors, masters, or doctoral degree in Physical Therapy from an accredited Physical Therapy institution.

8.36.2. Possess current, unrestricted license to practice Physical Therapy in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.37. PHYSICAL THERAPY ASSISTANT

8.37.1. Be a graduate from a physical therapy assistant program accredited by the American Physical Therapy Association (APTA).

8.37.2. Possess current, valid State license as a physician therapy assistant in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.38. PHYSICIAN

8.38.1. Be a graduate from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or certification by the Educational Council for Foreign Medical Graduates (ECFMG).

8.38.2. Have successful completion of a residency program (corresponding to the specialty required by the task order) which has been approved by the Accreditation Council for Graduate Medical Education or the Committee on Postdoctoral Training of the American Osteopathic Association or those Canadian training programs approved by the Royal College of Physicians and Surgeons of Canada or other appropriate Canadian medical authority.

8.38.3. Possess current, valid, unrestricted license in one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.39. PHYSICIAN ASSISTANT

8.39.1. Be a graduate from a physician assistant training program accredited by the Accreditation Review Commission on Education of the Physician Assistant (ARC-PA).

8.39.2. Possess current certification by the National Commission on Certification of Physician Assistants (NCCPA).

8.39.3. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.40. PODIATRIST

8.40.1. Possess a doctoral degree in Podiatric Medicine from a college accredited by the Council on Podiatric Medical Education (American Podiatric Medical Association).

8.40.2. Possess a current, valid, unrestricted license to practice podiatric medicine in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

8.40.3. Possess experience as a podiatrist of at least 2 years within the preceding 3 years.

8.41. RADIOLOGIC TECHNOLOGIST

8.41.1. Be a graduate from a radiologic technologist education program accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT).

8.41.2. Possess current registration by the American Registry of Radiologic Technologists (ARRT) as a Registered Technologist (R.T. (ARRT)).

8.41.3. Possess current advanced qualification registration by the American Registry of Radiology Technologists (ARRT) as specified in the task order.

8.41.4. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.42. REGISTERED NURSE

8.42.1. Have education as follows: Either (a), a bachelor's degree in Nursing; or (b) a diploma graduate in Nursing; or (c) an associate degree in Nursing from an accredited university.

8.42.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.42.3. Prior to commencing service under this contract, Contractor nurses must attend a 2-hour lecture on IV certification. Contract nurses must then obtain certifications (e.g., IV, medications and blood administration) in accordance with clinic nursing service and command policy not later than 60 days after commencement of services, including MTF observation of three completed IV sticks during this time.

8.43. REGISTERED NURSE, CASE MANAGER

8.43.1. Possess education as follows: Either (a), a bachelor's degree in Nursing; or (b) a diploma graduate in Nursing; or (c) an associate degree in Nursing from an accredited university.

8.43.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.43.3. Possess at least one of the qualifications given in 8.43.3.1 through C.8.43.3.3:

8.43.3.1. Possess current certification in a minimum of one of the following:

- (a) Certified Case Manager (CCM) issued by the Commission for Case Manager Certification
- (b) Certified Disability Management Specialist (CDMS) issued by the Certification of Disability Management Specialists Commission
- (c) Certified Rehabilitation Registered Nurse (CRRN) issued by the Association of Rehabilitation Nurses
- (d) Certified Occupational Health Nurse (COHN) issued by the American Board for Occupational Health Nurses
- (e) Advanced Certification in Continuity of Care (ACCC) issued by the National Board for Certification in Continuity of Care
- (f) Certified Rehabilitation Counselor (CRC) issued by the Commission on Rehabilitation Counselor Certification
- (g) Nurse Case Manager (RN-NCM) issued by the American Nurses Credentialing Center
- (h) Care Manager Certified (CMC) issued by the National Academy of Certified Care Managers

- OR -

8.43.3.2. Possess a minimum of 2 years full-time experience within the last 3 years as a registered nurse providing case management and obtain one of the certifications in C.8.43.3.1 within 24 months of commencing service under this contract

- OR -

8.43.3.3. Possess a master's degree in Nurse Case Management and obtain one of the certifications in C.8.43.3.1 within 24 months of commencing service under this contract.

8.43.4. Possess a valid driver's license and a personal vehicle for use under the contract.

8.43.5. Possess the necessary knowledge, skills and computer literacy to interpret and apply medical care criteria such as InterQual.

8.44. REGISTERED NURSE, CHARGE NURSE

8.44.1. Have education as follows: Either (a), a bachelor's degree in Nursing; or (b) a diploma graduate in Nursing; or (c) an associate degree in Nursing from an accredited university.

8.44.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.44.3. Prior to commencing service under this contract, Contractor nurses must attend a 2-hour lecture on IV certification. Contract nurses must then obtain certifications (e.g., IV, medications and blood administration) in accordance with clinic nursing service and command policy not later than 60 days after commencement of services, including MTF observation of three completed IV sticks during this time.

8.44.4. Have minimum of 1 year of full-time experience as a charge nurse within the last 3 years.

8.45. REGISTERED NURSE, PERIOPERATIVE

8.45.1. Have education as follows: Either (a), a bachelor's degree in Nursing; or (b) a diploma graduate in Nursing; or (c) an associate degree in Nursing from an accredited university.

8.45.2. Possess current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

8.45.3. Possess a minimum of 24 months full-time experience within the last 36 months providing services as a registered nurse in an operating room unit in a setting of comparable size and complexity.

8.45.4. Possess current Advanced Cardiac Life Support (ACLS) certification.

8.45.5. Prior to commencing service under this contract, Contractor nurses must attend a 2-hour lecture on IV certification. Contract nurses must then obtain certifications (e.g., IV, medications and blood administration) in accordance with clinic nursing service and command policy not later than 60 days after commencement of services, including MTF observation of three completed IV sticks during this time.

8.46. RESPIRATORY THERAPIST (CERTIFIED)

8.46.1. Be a graduate from a respiratory therapy education program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Committee on Accreditation for Respiratory Care (CoARC).

8.46.2. Possess certification as a Certified Respiratory Therapist (CRT) by the National Board for Respiratory Care (NBRC).

8.46.3. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.47. RESPIRATORY THERAPIST (REGISTERED)

8.47.1. Be a graduate from a respiratory therapy education program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Committee on Accreditation for Respiratory Care (CoARC).

8.47.2. Be registered as a Registered Respiratory Therapist (RRT) by the National Board for Respiratory Care (NBRC).

8.47.3. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

8.48. SPEECH PATHOLOGIST

8.48.1. Possess a master's degree in Speech Pathology from an accredited university.

8.48.2. Possess a Certificate of Clinical Competency in speech-language pathology (CCC-SLP) from the American Speech-Language-Hearing Association (ASHA).

8.48.3. Possess a current, valid unrestricted license to practice as a speech pathologist in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U. S. Virgin Islands.

8.48.4. Possess post graduate degree experience as a full-time speech pathologist of at least 1 year within the preceding 3 years.

8.49. ULTRASOUND TECHNOLOGIST

8.49.1. Be a graduate from a medical sonography training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP).

8.49.2. Possess current registration as a Registered Diagnostic Medical Sonographer by the American Registry of Diagnostic Medical Sonographers, Inc. (ARDMS).

8.49.3. Have minimum of 1 year of full-time experience within the last 3 years in a setting corresponding to the requirements of the task order.

9. GENERAL DUTIES. Contractor personnel shall perform a full range of duties consistent with their labor category, education, training, experience, clinical privileges (as applicable), and assigned position. General duties that apply to all personnel or across certain labor categories are given below. Additional and/or supplemental duties which are labor category specific, service area specific, or facility specific, including duties such as on-call or hospital admissions, are contained in Section C.10 and in the specific Task Order. Duties that apply to all contractor personnel are as follows:

9.1. Maintain a level of productivity comparable with that of other individuals performing similar services.

9.2. Comply with the standards of the Joint Commission, applicable provisions of law, and the rules and regulations of any and all governmental authorities pertaining to licensure and regulation of health care personnel and medical treatment facilities, the regulations and standards of medical practice of the MTF and the bylaws of the MTF's

medical staff. Adhere to and comply with all Department of the Navy, Bureau of Medicine and Surgery and local instructions and notices which may be in effect during the term of the contract.

9.3. Participate in peer review and performance improvement activities.

9.4. Participate in the Command's Bloodborne Pathogen Program, including orientation, annual training, and exposure procedures.

9.5. Comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV.

9.6. Practice aseptic techniques as necessary. Comply with infection control guidelines to include the proper handling, storage, and disposal of infectious wastes, the use of universal precautions to prevent the spread of infections.

9.7. Function with an awareness and application of safety procedures.

9.8. Perform efficiently in emergency patient situations following established protocols, remaining calm, informing appropriate persons, and documenting events. Anticipate potential problems/emergencies and make appropriate interventions. Notify supervisor, director, or other designated person regarding problems that the HCW is unable to manage.

9.9. Apply an awareness of legal issues in all aspects of patient care and strive to manage situations in a reduced risk manner.

9.10. Participate in the implementation of the Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation, and reporting.

9.11. Exercise awareness and sensitivity to patient/significant others' rights, as identified within the institution.

9.12. Maintain an awareness of responsibility and accountability for own professional practice.

9.13. Participate in continuing education to meet own professional growth.

9.14. Attend annual renewal of hospital provided annual training such as family advocacy, disaster training, infection control, sexual harassment, and bloodborne pathogens.

9.15. Actively participate in the command's performance improvement program. Participate in meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist.

9.16. Participate in the provision of in-service training to clinic staff members. Provide training and/or direction as applicable to supporting Government employees (e.g., hospital corpsmen, students, etc.).

9.17. Attend and participate in various meetings as directed.

9.18. Perform timely, accurate, and concise documentation of patient care.

9.19. Use computerized systems such as CHCS, AHLTA, ADS, and Clinical Information System (CIS).

9.20. Operate and manipulate automated systems such as CHCS, AHLTA, participate in clinical staff Performance Improvement (PI) and Risk Management (RM) functions, as prescribed by the Commander.

9.21. Exercise appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care, and clinic activities.

9.22. HIPAA Compliance. The HCW shall comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility. Providers shall obtain/maintain a National Provider Identifier (NPI) in accordance with DOD and MTF policy/instruction as applicable.

10. SPECIFIC DUTIES. The following specific labor category duties are additional to the general duties given in Section C.9 and may be further supplemented by specific duties contained in the applicable task order.

10.1. AUDIOLOGIST

10.1.1. Provide a full range of audiologist services in accordance with privileges granted by the Commanding Officer.

10.1.2. Administer audiological tests to all types of aurally handicapped patients including military personnel and their dependents in varying age groups (newborns to geriatric patients).

10.1.3. Review accompanying consultation forms and records and independently decide on which tests to administer, how many tests are necessary, and adapt test techniques and utilize clinical judgment based on audiological and psychological precepts.

10.1.4. Conduct routine tests, to include air conduction, bone conduction, speech reception thresholds and speech discrimination, including high intensity speech discrimination testing.

10.1.5. Test for non-organicity and determine accuracy and reliability of test results. Administer additional tests to rule out presence of non-organicity such as the Stenger Test. Employ objective test techniques such as Auditory Brainstem Response (ABR) and Otoacoustic Emissions (OAE) to help determine true organic thresholds.

10.1.6. Conduct special Audiological tests as necessary to assist the otologist in the medical diagnosis of site of lesion to differentiate between cochlear and retrocochlear pathology. Independently determine which tests are indicated.

10.1.7. Perform Electrophysiological tests such as Auditory Brainstem Response, Electrocochleography and Otoacoustic Emissions when indicated and appropriate.

10.1.8. Conduct special speech tests for differentiating central auditory pathology when indicated to include filtered and competing message tests, such as Staggered Spondee Words (SSW), Synthetic Sentence Index (SSI) and other dichotic and monotic listening tests.

10.1.9. Conduct Hearing Aid Evaluation. Administer formal objective hearing aid evaluations and informal subjective selection of hearing aids to both children and adults. Select for issue or recommend purchase of the instrument, which is most effectively suited to the patient's needs, orient patient to hearing aid use, and initiate a proper attitude for rehabilitation by means of an appropriate psychological approach.

10.1.10. Maintain area audiometric equipment pool; request required equipment as needed.

10.1.11. Selection of Hearing Aids.

10.1.11.1. Objectively evaluate hearing aids by administering audiological tests to compare the performance of several hearing aids carefully selected by the audiologist as most appropriate for the type and degree of hearing loss; determine on the basis of test results and clinical judgment which aids are most effective.

10.1.11.2. Administer computerized real ear-canal probe microphone measurements providing precision hearing aid fittings.

10.1.11.3. Arrange for issue of selected aid to active and retired personnel, and recommend purchase of aid to dependents.

10.1.11.4. Follow the Audiology Division Standard Operating Procedure (SOP) for processing of referrals to fit hearing aids by commercial hearing aid specialists, and recommendation of purchase of aid after subsequent testing and orientation for all patients not eligible for military issue.

10.1.12. Aural Habilitation. Provide hearing aid orientation, hearing conservation techniques, and individual adjustment counseling.

10.1.13. Immittance Audiometry. Measure acoustic characteristics of ear to assist in the diagnosis of middle ear and sensorineural pathologies. Middle ear acoustic measurements of the eustachian tube function and monitoring of acoustic reflex shall also be performed to aid the otolaryngologist in otological diagnosis. Prepare summary of the measurements and interpretation of results.

10.1.14. Electronystagmography. Evaluate vestibular disorder by objectively measuring and recording the changing electrical activity of the eye during nystagmus. Independently interpret results and prepare report in accordance with the Audiology Division.

10.1.15. Pediatric Testing. Provide testing of pediatric patients to include play audiometry and conditioned orientation reflex audiometry. Utilize knowledge of the development of auditory systems and psychological maturation when administering audiometry to newborns.

10.1.15.1. Recognize and report symptoms of problems in addition to hearing loss in pediatric patients to include mental retardation, emotional disturbances and brain function.

10.1.15.2. Recognize signs of social inadequacy, shyness, withdrawal, depression etc. in order to judge the validity of hearing tests in older children.

10.1.15.3. Counsel parents as required regarding child's problem, interpret results and provide guidance and advice on educational and training needs. Provide narrative summary of each child to referring physician and other interested agencies.

10.1.16. Counseling. Counsel patients regarding hearing problems, implications for or against use of a hearing aid, recommend or arrange for classroom training when indicated.

10.2. CARDIOVASCULAR TECHNOLOGIST

10.2.1. Perform a full range of diagnostic ultrasound examinations.

10.2.2. Operate the equipment such as the following: i) Acuson model 128XP Ultrasound Scanner; ii) ATL model HDI 3000 Ultrasound Scanner; iii) Acuson model Sequios Ultrasound Scanner; iv) ATL model HDI Mark 9 Ultrasound Scanner. Be familiar with and be able to use the linear, sector, and endovaginal probes as well as pulse and color Doppler capabilities of all of the above scanners.

10.2.3. Receive and interpret requests or instructions for diagnostic ultrasound scans; perform daily warm up and assigned quality control checks of the ultrasound scanners.

10.2.4. Receive patients and explain procedures, providing humane and appropriate care and communication to alleviate fear of examination. Correctly position the patient for the examination and make adjustments necessary for the required examination. Determine if any special patient preparation is required.

10.2.5. Key test data and patient information into computer of ultrasound equipment to maintain record of test results.

10.2.6. Identify abnormalities during testing and determine need for additional scans of affected area.

10.2.7. Recognize anatomic variants and determine which other area(s) of the body should be scanned. Use a detailed understanding of diseases of anatomy to accomplish effective ultrasound scanning.

10.2.8. Advise the radiologist of results of the examination and provide a preliminary diagnosis. Notify physician of significant scans requiring immediate attention.

10.2.9. Maintain and clean ultrasound equipment on a regular basis in accordance with Radiology department standards. Stock and maintain an adequate level of supplies required to ultrasound examinations. Recommend necessary monthly repairs when diagnostic quality is degraded.

10.2.10. Make minor adjustments on equipment. Differentiate artifacts from normal or pathological processes and recognize electronic equipment limitations. Program the examination equipment, set up the machine and scanning techniques to be employed.

10.2.11. Review new developments in the field by reading journals and attending meetings when possible and recommend to supervisor those changes which would improve the operation of the ultrasound section. Perform other related duties as assigned.

10.2.12. Recognize the need for and institute the necessary emergency measures for situations where a person requires resuscitation procedures due to cardiac or respiratory arrest.

10.3. CENTRAL STERILE SUPPLY TECHNICIAN

10.3.1. Receive, disassemble and inspect for damage reusable medical devices and surgical instrumentation. Additionally, receive and dispose of regulated medical waste, general waste and soiled linen.

10.3.2. Comply with OSHA regulations governing the wearing of personal protective equipment at all times when working in the decontamination area.

10.3.3. Determine the correct method of decontamination to include the following: removal of blood, tissue fragments, body fluids and other gross contaminants. Decontamination methods shall include wiping, soaking, rinsing, scrubbing and using ultrasonic and washer decontamination/sterilizer equipment.

10.3.4. Follow departmental manuals and procedures as directed.

10.3.5. Examine all items after decontamination/presterilization procedures to ensure that gross contaminants have been removed and that instruments function properly.

10.3.6. Ensure that all Main Operating Room (MOR), Labor and Delivery (L&D) ward and MTF medical devices and surgical instrumentation are properly labeled and identified.

10.3.7. Assemble and prepare the full range of specialty trays and instrument sets for the MOR, wards, and L&D for proper sterilization utilizing inventory sheets. Select correct wrapping or packaging material for medical devices and surgical instrument sets, select sterilization process in accordance with standard MTF procedures to include: Ethylene Oxide (ETO), or Steam Sterilization. Correctly label, seal, wrap or place in rigid containers, items with appropriate chemical indicator tape, and aerate gas sterilized items for the correct period of time.

10.3.8. Periodically monitor operation of Steam and ETO sterilizers using graphs, computer display panels, Bowie Dick, and Spore Challenge tests (biological).

10.3.9. Receive sterilized trays, sets, and equipment from the sterilizer; check for integrity of sterilization, i.e. color changes on indicator tapes, external and internal indicators, dampness of packages; stock and properly store sterile items in sterile storage room in accordance with standard MTF procedures.

10.3.10. Perform physical duties to include, heavy lifting (40 lbs), pushing/pulling wheeled carts weighing an average of 560 lbs.

10.3.11. Take the annual respiratory fit test and have the OSHA mandated physical examination for working with ethylene oxide. Respiratory fit tests shall be provided by the Government.

10.4. CERTIFIED ATHLETIC TRAINER (ATC)

10.4.1. Perform a full range of Certified Athletic Trainer duties. All services performed shall fall within those guidelines established by the National Athletic Trainers Association, American College of Sports Medicine, and American Medical Society for Sports Medicine.

10.4.2. Prevent, recognize, treat and rehabilitate injuries sustained during rigorous military training required to establish/maintain the physical readiness of personnel.

10.4.3. Perform under the clinical supervision of a Physician Supervisor assigned to the HCW by the Commanding Officer. The Physician Supervisor is responsible for the care rendered by the ATC. The following levels of supervision apply:

10.4.3.1. Direct supervision. The Physician Supervisor is involved in the decision making process. This level of supervision is for all ATCs during their initial 30-day evaluation period. Direct supervision includes (1) Verbal, whereby the ATC shall contact the Physician Supervisor by direct conversation or telephone before the ATC implements or changes a regimen of care and (2) Physically present whereby the Physician Supervisor is present through all or a significant portion of care. In the BMC/SMART center, direction supervision is reflected by the physician's co-signature of the patient's record before he/she departs from the facility.

10.4.3.2. Indirect supervision. The Physician Supervisor is not required to be involved in the decision making process at the time decisions are made. This supervision is primarily accomplished through retrospective review of records, evaluation of appropriateness of consultation and referral, and evaluation of events identified through occurrence screens. Retrospective record reviews will assess the adequacy of the history and physical examination, appropriateness of tests, and planned course of treatments and interventions. This type of supervision will be afforded the ATC following successful completion of a 30-day evaluation period and demonstrated knowledge and competency of required functional areas.

10.4.4. Actively consult with physicians at the treatment facility and provide a full range of direct prevention, treatment and rehabilitation as ordered by the Physician Supervisor or other consultant physicians.

10.4.5. Provide evaluation and treatment of musculoskeletal injuries incurred, including, but not limited to, the following: Progressive Resistance Exercise (PRE), Open and Closed Chain Kinetic Exercises, Proprioceptive Neuromuscular Facilitation (PNF), manual therapy and joint mobilization, hydrotherapy, hydrocollator, cryotherapy, ultrasound, phonophoresis, iontophoresis, and all varieties of muscle stimulation. Appropriately apply use of the following equipment: Biodex Isokinetic elevation and stimulation; ski machines; stair machines; treadmill exercisers; gravitron; free weights and universal machines; BAPS board; Back System; Anodyne; aquatic therapeutic devices; and instruction in therapeutic, corrective and rehabilitative exercises using specific equipment and strength training devices.

10.4.6. Provide treatment for soft tissue damage, acute and chronic edema, post-surgical edema, muscle atrophy, pain, overuse injuries, decreased circulation and loss of strength due to injury or biomechanical imbalance.

10.4.7. Provide emergency first aid, evaluation and treatment of injuries, and aid in preliminary diagnosis to include recognition of severity of injury, rendering initial treatment and performing initial examination.

10.4.8. Provide appropriate follow-up evaluation.

10.4.9. Design and fabricate protective pads, equipment and braces for the prevention and treatment of injuries including the use of proper taping techniques.

10.4.10. Technically direct students from various programs and provide instruction in injury assessments and rehabilitation utilization of all indicated modalities, equipment, braces and treatment protocols.

10.4.11. Provide instruction and services in the area of applied anatomy, physiology of exercise, kinesiology and biomechanics.

10.4.12. Provide training and guidance, as necessary, to supporting employees assigned to the HCW by the Physician Supervisor during the performance of rehabilitative procedures. Such direction and interaction shall adhere to government and professional clinical standards and accepted athletic trainer treatment protocols.

10.4.13. Ensure accuracy of all treatment documentation and directed reporting as assessments may be a factor in light duty or limited duty determinations where there is a question of physical ability or potential for injury.

10.4.14. Assist with inventory and maintenance of medical supplies. This includes replenishing exhausted supplies, preventive maintenance, and recommending new rehabilitation equipment purchases.

10.4.15. In cooperation with the Physician Supervisor utilize the following public health model of managing injury risk to assist the Commanding Officer in ongoing efforts to design effective physical readiness programs:

- A. Determine existence and size of injury problems.
- B. Identify causes of the problem.
- C. Determine what prevents the problem.
- D. Implement prevention strategies, training and programs.
- E. Continue surveillance and monitor effectiveness of prevention efforts.

10.4.16. Document all assessments, treatments and follow-up care rendered through either written reports or through computerized means on a daily basis. Treatment and follow-up records on each individual requiring services shall document cause, contributing factors, duration, diagnosis and follow-up for use in research and analysis to improve treatment and develop methods for injury prevention.

10.4.17. Provide instruction and guidance as directed in courses relating to physical conditioning, injury prevention and recognition, pre-operative and post-operative rehabilitation, stretching, exercise physiology, posture and body mechanics.

10.5. CERTIFIED MEDICAL ASSISTANT

10.5.1. Prepare exam rooms prior to patient's arrival.

10.5.2. Obtain patient's medical record following appropriate procedures.

10.5.3. Check patient's vital signs, to include temperature, respiration, pulse, weight and blood pressure.

10.5.4. Obtain and document patient's current medical history, drug history, chief complaints, allergies and vital signs on the correct Standard Form before patient is in the exam room.

10.5.5. Assist the provider as needed during exams.

- 10.5.6. Perform diagnostic procedures when ordered, to include EKG's, urine dip sticks, phlebotomy, etc.
- 10.5.7. Transport patients to other clinical areas as needed.
- 10.5.8. Check each chart for the provider's signature, stamp, and each patient's diagnosis prior to returning the chart to Health Records.
- 10.5.9. Administer medication to patients as directed.
- 10.5.10. Obtain lab and x-ray results.
- 10.5.11. Maintain exam room stock levels and perform routine maintenance of exam rooms, to include dusting, cleaning wash basins, etc.
- 10.5.12. Participate in inventory procedures as directed.
- 10.5.13. Complete lab and x-ray requisitions in accordance with clinic policies.
- 10.5.14. Enter demographic data into the computer upon patient check-in; enter diagnosis and departing time when patient is released.
- 10.5.15. Answer telephone and transcribe accurate messages.
- 10.5.16. Ensure that any broken or unsafe equipment is removed from the clinic in a timely manner and notify appropriate personnel.
- 10.5.17. Assist with patient flow and give direct patient care as directed.
- 10.5.18. Operate the following medical equipment, as directed, such as Automatic Blood Pressure Monitor, Hand Held Nebulizer, EKG Machine (12 lead), Electronic Thermometer, IV infusion pump (Set-up only), Typanometer.
- 10.6. CERTIFIED NURSING ASSISTANT
 - 10.6.1. Prepare exam rooms prior to patient's arrival.
 - 10.6.2. Obtain patient's medical record following appropriate procedures.
 - 10.6.3. Check patient's vital signs, to include temperature, respiration, pulse, weight and blood pressure.
 - 10.6.4. Obtain and document patient's current medical history, drug history, chief complaints, allergies and vital signs on the correct Standard Form before patient is in the exam room.
 - 10.6.5. Assist the provider as needed during exams.
 - 10.6.6. Perform diagnostic procedures when ordered, to include EKG's, urine dip sticks, phlebotomy, etc.
 - 10.6.7. Transport patients to other clinical areas as needed.
 - 10.6.8. Check each chart for the provider's signature, stamp, and each patient's diagnosis prior to returning the chart to Health Records.
 - 10.6.9. Administer medication to patients as directed.

10.6.10. Obtain lab and x-ray results.

10.6.11. Maintain exam room stock levels and perform routine maintenance of exam rooms, to include dusting, cleaning wash basins, etc.

10.6.12. Participate in inventory procedures as directed.

10.6.13. Complete lab and x-ray requisitions in accordance with clinic policies.

10.6.14. Enter demographic data into the computer upon patient check-in; enter diagnosis and departing time when patient is released.

10.6.15. Perform various administrative functions as directed, such as answering telephones and transcribing accurate messages, assisting with patient check-in, assisting with scheduling appointments, properly filing documents including lab charts, consultations, and treatment forms.

10.6.16. Ensure that any broken or unsafe equipment is removed from the clinic in a timely manner and notify appropriate personnel.

10.6.17. Assist with patient flow and give direct patient care as directed.

10.6.18. Operate the following medical equipment, as directed, such as Automatic Blood Pressure Monitor, Hand Held Nebulizer, EKG Machine (12 lead), Electronic Thermometer, IV infusion pump (Set-up only), Typanometer.

10.7 CERTIFIED REGISTERED NURSE ANESTHETIST

10.7.1. Provide a full range of nurse anesthetist services in accordance with privileges granted by the Commanding Officer.

10.7.2. Administer anesthesia to any patient undergoing a surgical procedure, as designated by the attending physician.

10.7.3. Perform a pre-anesthetic assessment and evaluation of the patient. This includes obtaining an informed consent from the patient, requesting consultations and/or diagnostic studies and ordering pre-anesthetic medications.

10.7.4. Develop and implement an anesthetic plan of care.

10.7.5. Perform an assessment immediately prior to induction of anesthesia of the patient. This shall include a review of the medical record with regard to completeness, pertinent laboratory data, time of administration and dosage of pre-anesthesia medication, together with an appraisal of any changes in the patient's condition from that noted on previous visits. This note shall include any previous anesthetic experiences and complications thereof noted in the medical record.

10.7.6. Initiate the anesthetic plan by selecting the type of anesthesia.

10.7.7. Obtain consultations, as appropriate, with a staff anesthesiologist (i.e., patients meeting ASA classification 3 or greater; pediatric patients less than 3 months old).

10.7.8. Maintain the patient's physiologic homeostasis and corrects abnormal responses to the anesthesia and/or surgery.

10.7.9. Collect and interpret patient physiological data by selecting, applying or inserting noninvasive monitoring modalities.

10.7.10. Manage the patient's airway and pulmonary status.

10.7.11. Manage the patient's emergence and recovery from anesthesia by maintaining homeostasis, providing relief from pain and anesthesia side effects and preventing and managing complications through selecting, obtaining, ordering and administering medications, fluids or ventilatory support.

10.7.12. Remain with the patient as long as required by the patient's condition relative to his/her anesthesia status and until responsibility for proper patient care has been assumed by other qualified individuals. Personnel responsible for post-anesthetic care are to be advised of specific problems presented by the patient's condition.

10.7.13. Record all pertinent events taking place during the introduction of, maintenance of and emergence from anesthesia, including the dosage and duration of all anesthetic agents, other drugs, intravenous fluids and blood or blood components on all patients that have received anesthesia care.

10.7.14. Record post-anesthetic visits, including at least one note describing the presence or absence of anesthesia related complications within 48 hours of the procedure. While the number of visits will be determined by the status of the patient in relation to the procedure performed and the anesthetic administered, a visit should be made early in the postoperative period.

10.7.15. Discharge or release from PACU according to established criteria. Provide follow-up evaluation and care related to anesthesia complications and/or side effects.

10.7.16. In his/her observation, if the CRNA feels that an anesthetic will put the patient's life in jeopardy, then this condition must be discussed with the operating surgeon or the Head, Anesthesiology Department (or designated representative). The CRNA can rightfully and legally decline to administer an anesthetic to a patient in this category without repercussion. The choice of anesthetic should be discussed with the operating surgeon.

10.7.17. Check all equipment and agents to be used in the administration of the anesthetic to be sure it is in safe working order. Report all malfunctioning equipment to the Head, Anesthesiology Department or Chief Nurse Anesthetist.

10.7.18. Check all resuscitative equipment prior to the beginning of the first surgery of the day. Any malfunctioning or missing equipment shall be reported to the Head, Anesthesiology Department or Chief Nurse Anesthetist immediately.

10.7.19. Provide care appropriate to the age of the patients served. Interpret data about the patient's status in order to identify each patient's age specific needs and provide the care needed by the patient group including neonate, pediatric, adolescent and geriatric patients, such as interpreting nonverbal communication, safety practices and medication dosing of Neonates/Pediatrics; enlisting Adolescent patients in treatment, safety and security practices; and recognizing physical limitations, psychosocial needs, age related conditions, safety and medication precautions for geriatrics.

10.8. CHIROPRACTIC ASSISTANT

10.8.1. Maintain productivity comparable to that of other chiropractic assistants assigned to the same facility. Perform all duties in accordance with the chiropractic guidelines identified as Guidelines for Chiropractic Quality Assurance and Practice Parameters: Proceedings of the Mercy Center Consensus Conference.

10.8.2. Prepare treatment areas for incoming patients. Transport patients to chiropractic department, and prepare patients and equipment for treatment.

10.8.3. Administer complex, specialized supportive physio-therapy treatment in areas such as ultrasound, electrotherapy, therapeutic hot/cold and therapeutic exercise in support of chiropractic treatments in the clinic in a safe and medically accepted manner as directed by the supervisor.

10.8.4. Instruct and supervise patient exercise programs.

10.8.5. Report unusual patient treatment response or hazardous or malfunctioning equipment to the supervisor immediately.

10.8.6. Make recommendations and suggestions about treatment progression, duty limitations and the need for additional assessment and/or treatment.

10.8.7. Provide patient and family education.

10.8.8. Document assessments, tests, treatments and progress in the medical record at each visit. Record alterations of treatment plans and patient's reactions as needed. Document actions taken such as patient history, patient evaluation, treatments/adjustments, unusual occurrences, and morbidity in accordance with the MTF operating procedures. Comply with data collection requirements of the Chiropractic Health Care Demonstration Program (CHCDP) evaluation for each patient.

10.8.9. Assure cleanliness and orderliness in the work area. Assure adequate supply of ice and proper levels of water in hydrocollator. Exchange linen daily, and store clean, folded linen under plinths. Inventory, maintain, and clean equipment. Maintain established levels of supplies including linens, braces, bandages, tape and office supplies. Perform clerical duties such as maintaining statistics, writing patient charges, answering telephone, and other related duties.

10.9. CHIROPRACTOR

10.9.1. Perform a full range of chiropractic procedures within the scope of privileges granted by the Commanding Officer. Utilize the established chiropractic guidelines identified as Guidelines for Chiropractic Quality Assurance and Practice Parameters: Proceedings of the Mercy Center Consensus Conference.

10.9.2. Provide a level of productivity comparable to that of other chiropractors assigned to the same facility and authorized the same scope of practice.

10.9.3. Conduct a patient history and chiropractic physical examination (excluding vaginal examination) as clinically indicated.

10.9.4. Employ and record every measure of observation that will more substantially profile the patient during the initial patient interview and consultation.

10.9.5. Utilize X-ray and standard laboratory tests appropriate to the chiropractic diagnosis, and within the MTF's capabilities as detailed by the standard MTF operating procedures.

10.9.6. Perform standard osseous and soft tissue procedures only, as commonly taught in chiropractic college accredited by the Council on Chiropractic Education.

10.9.7. Utilize modalities of heat, cold, light, electricity, and sound in patient treatment area.

10.9.8. Provide patient instructions and recommendations in all matters pertaining to hygiene, nutrition, exercise and life style changes and ergonomic factors in the activities of daily living.

10.9.9. Refer patients to specialty services available at the MTF.

10.9.10. Orient, instruct, technically direct, and evaluate work activities of clinical support staff.

10.9.11. Plan and conduct lectures and training programs on chiropractic related subjects for staff, students and patients.

10.9.12. Order orthotics, lifts, collars, and lumbar sacral supports if available at the MTF.

10.9.13. Place active duty patients on limited duty or quarters status according to MTF bylaws.

10.9.14. Document actions taken such as patient history, patient evaluation, treatments/adjustments, unusual occurrences, and morbidity in accordance with MTF operating procedures.

10.9.15. Comply with data collection and documentation requirements of the MTF.

10.10. CLINICAL PSYCHOLOGIST

10.10.1. Perform a full range of clinical psychologist procedures in accordance with clinical privileges granted by the commanding officer.

10.1.2. Administer programs of treatment to mentally and emotionally disturbed individual adjustments to life; help medical and surgical patients deal with illnesses or injuries.

10.10.3. Assist in treating rehabilitation patients.

10.10.4. Treat individuals in times of personal crisis such as a divorce or death of a loved one.

10.10.5. Interview patients and study medical and social case histories.

10.10.6. Diagnose and evaluate mental and emotional disorders of individuals and administer programs of treatment.

10.11. CLINICAL SOCIAL WORKER

10.11.1. Perform a full range of clinical social worker procedures in accordance with clinical privileges granted by the commanding officer.

10.11.2. Practice as an interdependent member of the health team and provide important components of primary health care through direct social work services, consultation, collaboration, referral, teaching, and advocacy.

10.11.3. Provide direct and indirect services to both inpatients and outpatients in accordance with social work standards of practice.

10.11.4. Assess and treat outpatients in individual, group, couples, and family modalities exercising mature professional judgment and using a wide range of social work skills to include individual and family counseling to assist patients and their families in dealing with chronic and acute diseases/injuries.

10.11.5. Conduct psychosocial assessments to determine patient needs and resources (both family support and community support). Provide counseling to patient and family in matters directly related to patients' limitation, adjustment to medical condition, and ongoing treatment. Develop and implement discharge plans, follow-up care, and transfers to other health care facilities (e.g., nursing homes, rehabilitation hospitals, and VA facilities).

10.11.6. Plan and maintain referral and coordination services with civilian health and social service agencies to provide optimal patient care.

10.11.7. Provide consultation services to medical, nursing, and ancillary hospital staff regarding psychosocial issues, discharge plans, and follow-up care for patients and families.

10.11.8. Provide crisis intervention services.

10.11.9. Respond independently, and with various media, to appropriate military and community requests for lectures and presentations. Take the initiative in seeking out opportunities to present programs to meet the needs of service members and their families.

10.11.10. Consult with Naval Hospital Command and administration, supplying information and feedback regarding procedures and services provided by the Psychology Division.

10.11.11. Develop and maintain working relationships with community resources. Coordinate with teachers, lawyers, physicians, and representatives of their service disciplines for the benefit of the service member and their families. Take initiative in identifying and assessing the needs of the military community, and organize responses to address those needs.

10.11.12. Act as a human services broker, using clinical judgment and knowledge of area resources to provide information and referrals to patients and other care providers.

10.12. CLINICAL SOCIAL WORKER, CASE MANAGER. In addition to the applicable Clinical Social Worker duties given above:

10.12.1. Interface with the MTF RN Case Manager(s) in the development and implementation of the Case Management Program (CMP).

10.12.2. Integrate social work case management and nurse case management as a team.

10.12.3. Develop local strategies that use the strength and disciplines of both nursing and social work to accomplish case management.

10.13. COMPUTED TOMOGRAPHY (CT) TECHNOLOGIST

10.13.1. Perform a full range of CT Technologist functions and procedures. Operate or direct operations of radiological equipment for computerized tomography. Become proficient with and adhere to the local Standard Operating Procedures (SOP) for the correct conduct of CT procedures.

10.13.2. Receive the patient and explain the procedure to be performed and answer relevant questions. Provide for the physical and emotional comfort of the patient.

10.13.3. Set up patients and perform necessary adjustments and patient position as prescribed by the Diagnostic Radiologist or physician. Position the patient and make exposures necessary to complete the requested exam.

10.13.4. Perform computerized axial tomographic scans. Make independent standard examination, inclusive of arriving/departing patients via automated computer tracking system. Prepare the patient with the required contrast agents; position the patients in the scanning unit; make the exposures necessary for the requested examinations and print the film.

10.13.5. Provide direct assistance in the performance of highly sophisticated and complex examinations, requiring dynamic scanning techniques.

10.13.6. Schedule patients for examinations. Evaluate the nature of critical and emergency procedures and determine patient priorities to accommodate them. Maintain records of patients treated, examinations performed, scans taken, etc. Maintain permanent records of scans in tape library.

10.13.7. Provide technical and professional knowledge for diagnostic impressions and findings.

10.13.8. Assist in researching, developing and formulating new techniques for CT procedures required by the Imaging Division.

10.13.9. Perform patient archiving and printing, to include making hardcopy radiographs or required images at the correct window and level settings. Process the images and file in correct file folder, and retrieve file jackets in the film archives as necessary. Archiving responsibilities include: transferring the required image information to the established long term storage device and printing those images for each patient as required by the SOP manual or as directed by the imaging physicians.

10.13.10. Confer with the radiologist to establish requirements of non-standard examinations to determine technical factors, positioning, number and thickness of CT "cuts" necessary to satisfy the requirements of that study.

10.13.11. Notify the radiologist or referring physician of any significant scans requiring immediate attention and visualization while the patient is undergoing examination.

10.13.12. Recognize the need for quality control and maintenance on dry view laser imager.

10.13.13. Review new developments in the field by reading journals and attending meetings when possible and recommend to supervisor those changes that would improve the operation of the department section. Perform other related duties as assigned.

10.13.14. Recognize need for, and institute the necessary emergency measures for situations where a person required resuscitation procedures due to cardiac or respiratory arrest.

10.13.15. Safely and effectively operate equipment used in patient care as specified in the equipment user manuals or other similar documentation. Maintain a safe working environment. This includes general safety procedures, safe practices of emergency procedures, proper handling and storage of hazardous materials, maintaining physical security, and reporting of incidents.

10.14. CYTOTECHNOLOGIST

10.14.1. Perform a full range of cytotechnology procedures.

10.14.2. Examine human body cells to detect evidence of cancer or other diseases.

10.14.3. Draw blood from patients by venipuncture or receive blood specimens sent to laboratory.

10.14.4. Centrifuge blood specimens in test and capillary tubes to separate sediment and cells from blood serum.

10.14.5. Categorize slides, record classification, and compile listings of patients for follow-up analysis.

10.14.6. Report slides with unusual cell structures and findings of analysis on subsequent specimens to pathologist.

10.15. DIETETIC TECHNICIAN

10.15.1. Act as a liaison between the Nutrition Management Department and the patients.

10.15.2. Maintain all required records, reports and statistics in accordance with MTF standard operating procedures. Assist in implementing and evaluating Nutrition Management Department functions.

10.15.3. Assist in care and maintenance of equipment and supplies used in the performance of duties. Document maintenance on equipment. Requisition supplies and educational materials as required.

10.15.4. Collect nutritionally relevant data, e.g., medication, clinical symptoms, laboratory values, dietary history, anthropometrics, etc., from the medical record consistent with screening and assessment guidelines for all age specific groups from infants to geriatrics. Complete nutritional assessment of the nutritional status/needs of the not at risk patients.

10.15.5. Calculate nutrient and energy intake values and assist in evaluating data from patient's dietary history.

10.15.6. Develop and revise nutritional care plan for patients not at nutritional risk, specifying diet, counseling, etc., and document in the medical record.

10.15.7. Monitor, evaluate and document patient's adherence/acceptance/tolerance of nutritional care/food intake and make appropriate recommendations.

10.15.8. Counsel patients not at nutritional risk concerning nutrition concepts and desired change in eating habits. Under direction of the dietitian, instruct patients and their families on prescribed diets including low sodium, weight reduction, prenatal, dental liquid, low fat, low residue, low fiber, high fiber, cardiac, and fat controlled, and document in the medical record.

10.15.9. Provide group classes in basic nutrition and routine modified diets to patients and/or employees. Provide inservice training and orientation for staff employees.

10.15.10. Gather data according to prescribed methods for use in evaluating patient food service. Evaluate patient meal test trays for accuracy in accepted standard levels and give recommendations as necessary. Participate and conduct meal rounds, trayline observation and patient opinion surveys.

10.15.11. Consult the appropriate dietitian concerning unusual nutritional problems of patients and take appropriate action if necessary.

10.15.12. Complete nutrition analysis of menus, recipes, diets, and calorie counts, using the available computer software.

10.16. DIETITIAN

10.16.1. Perform a full range of dietitian services in accordance with clinical privileges granted by the commanding officer.

10.16.2. Perform nutritional assessment, evaluation, and modification of nutrients.

10.16.3. Perform interpretation of laboratory data.

10.16.4. Perform evaluation of diet history, 24-hour recall, and food frequency data.

10.16.5. Perform modifications in fiber, consistency, calories, carbohydrates, fats, proteins, and minerals.

10.16.6. Provide alternate dietary plans to account for food allergy, food intolerance, or for food preferences such as vegetarianism.

10.16.7. Incorporate into dietary plans: nutritional factors associated with obesity, diabetes, cancer, cardiac, gastrointestinal, hepatic, hypertension, metabolic, endocrine, renal, surgery, neurologic, pulmonary, malabsorption, and infection; all life cycle phases (e.g., pregnancy, lactation, infants, children, adolescents, adults, and geriatrics); disease prevention of palliation (e.g., dental caries, oral health, weight control, risk factor intervention, oncology, abnormalities of nutrient metabolism, drug-nutrient, and diet-drug interactions, substance abuse, and feeding problems); and nutritional factors associated with stress, deficiency states, immunologic implication, megavitamin supplementation.

10.16.8. Provide education of patient and family in lifestyle modifications for factors given above.

10.16.9. Provide liaison between physician, nursing care, and nutritional services.

10.17. DOSIMETRIST

10.17.1. Perform a full range of medical dosimetrist duties as assigned by the radiation oncologist or medical physicist.

10.17.2. Perform dosimetric calculations for external beam treatments and brachytherapy.

10.17.3. Utilizing data acquired during the planning process (CT, MRI, and simulation), generate two dimensional or three dimensional isodose plans following the specifications of the radiation oncologist.

10.17.4. Assist with simulations and obtaining patient contours as requested by physicians and radiation therapy technologists.

10.17.5. Coordinate and assist in the performance of cross sectional imaging studies as required in support of treatment planning and dose determination.

10.17.6. Document and communicate all facets of the treatment to the oncology team and assure that a copy of the treatment plan is in the patient's treatment record.

10.17.7. Exercise competence with the clinical treatment requirements for the use of Multileaf Collimation, Dynamic Wedging, and Intensity Modulation.

10.18. EMERGENCY MEDICAL TECHNICIAN

10.18.1. Provide a full range of EMT services within the MTF emergency department.

10.18.2. Upon receipt of an emergency request for an ambulance, accompany the emergency department ambulance.

10.19. GENETICS COUNSELOR

10.19.1. Perform a full range of genetics counseling, both independently and in association with Maternal-Fetal Specialists, for patients at risk of chromosomal, inheritable or acquired birth defects.

10.19.2. Provide genetic counseling services for a variety of indications, including advanced maternal age, abnormal Maternal serum-alpha-fetoprotein (MSAFP) screening, abnormal fetal ultrasound, significant family history of birth defect or inheritable disease, or exposure to known teratogen.

10.19.3. Serve as a resource for health care providers, providing information regarding prenatal testing as well as assessment of need for genetic counseling.

10.19.4. Participate in in-service meetings of OB/GYN staff.

10.19.5. Collaborate and coordinate with other departments such as Pediatrics to maintain continuity of care.

10.20. HEALTH EDUCATOR

10.20.1. Review Health Enrollment Assessment Review (HEAR) reports and PCM reports for high risk and frequent users of health care. Contact these patients to schedule education opportunities in a classroom format, in one on one appointments, or through other appropriate means.

10.20.2. Review HEAR Reports and PCM reports for delinquent preventive services, contact the patient, and schedule an appointment for the clinical preventive service. Ensure that all enrollees receive their clinical preventive services at recommended age intervals.

10.20.3. Use the HEAR group data to determine the health risk of the population and how to improve the overall health of the enrolled population.

10.20.4. Educate the enrolled population about the Healthwise handbook and how to use it for home care.

10.20.5. Use the PPIP Flow Sheet DD2766 medical records form for documenting clinical preventive services.

10.20.6. Provide health promotion and education opportunities including, but not limited to, tobacco awareness; tobacco cessation classes or appointments consistent with the MTF tobacco cessation program; and nutrition education and weight management.

10.21 LICENSED PRACTICAL NURSE

10.21.1. Ensure patient care is carried out in accordance with the Standards of Nursing Care and the policies and procedures of the clinic.

10.21.2. Check patients into the clinic and triage using clinic guidelines. Inform the nurse, physician extender or physician of the patient's condition and potential problems.

10.21.3. Obtain and document patient and pertinent family history.

10.21.4. Perform a full range of diagnostic support duties which include taking vital signs, collecting specimens, obtaining, recording and tracking results of diagnostic tools.

10.21.5. Assist the physician in a variety of diagnostic examinations such as lumbar punctures, colposcopies and sigmoidoscopies, by preparing, positioning and monitoring patients, and setting out and handling instruments and equipment.

10.21.6. Perform laboratory tests such as checking urine for sugar and stool for blood. Record and report results.

10.21.7. Perform a range of treatment procedures that include sterile dressing changes, applying compresses, monitoring IV fluids, inserting catheters and suction, inserting nasogastric tubes, administering medications, giving enemas, setting up and giving treatment that requires auxiliary equipment such as oxygen and suction. Ambulate patients to other areas to include Radiology, various clinics, and physical therapy.

10.21.8. Prepare patients for tests, examinations, treatments, and/or surgery. Collect specimens such as urine, sputum and stool. Label specimens for laboratory examinations and follow up by using CHCS/AHLTA or calling the laboratory for reports. Alert provider to conditions which deviate from expected findings.

10.21.9. Prepare, start, monitor and discontinue intravenous fluids with accuracy and in accordance with established procedures.

10.21.10. Observe, report and document all observed symptoms, reactions, treatments and changes in the patient condition to the registered nurse, physician extender or physician. Make careful observations to assess that nursing procedures and treatment do not cause additional distress.

10.21.11. Perform routine nursing care activities such as taking blood pressures, temperatures, baths and hygiene care, passing and removal of trays, changing of linen, and otherwise assist in the care of the physical needs of the patient.

10.21.12. Operate basic equipment required in delivery of patient care such as pumps, IV pumps, oxygen administration apparatus and incentive spirometers.

10.21.13. Execute physician's orders within the guidelines of standard nursing practice. Ensure accurate medication is administered in correct form and dosage to the proper patient as directed by the physician.

10.21.14. Maintain records of nursing care, dose and time of medication administered, and indicate if the medication was not administered and the reason.

10.21.15. Administer immunizations in a safe and accurate manner with strict adherence to all NAVHOSP, NAVMED and CDC Immunization policies.

10.21.16. Recognize conditions which require isolation. Ensure universal precautions are used in all patient encounters.

10.21.17. Recognize emergency situations and assist with, or institute emergency measures for sudden adverse developments in patients such as cardiac arrests.

10.21.18. Perform preoperative procedures for minor surgery, and fill out pre-op checklist.

10.21.19. Assist patients in admission, transfer, and perform discharge planning follow-up and documentation.

10.21.20. Support the patient and/or family members toward the achievement of treatment plan goals. Provide instructions to the patient on invasive procedures, surgical procedures and post surgical conditions which were previously provided to the patient by a nurse, physician extender or physician.

10.21.21. Instruct patients on how equipment is used such as oxygen, suction, cardiac monitor and pulse oximeter. Instruct patients and family on use of prescribed medications, contraindications of medications, and the necessity of proper follow-up care.

10.21.22. Provide emotional support to patients and families.

10.21.23. Ensure necessary supplies are available and equipment is in functioning order.

10.21.24. Provide an orderly, clean and safe environment for patients and staff.

10.21.25. Handle telephone information requests with courtesy, accuracy and respect for patient confidentiality. Receive information and distribute messages as necessary.

10.21.26. Ensure maintenance and re-supply of pharmaceuticals in the clinic.

10.21.27. Ensure upkeep and perform checks of emergency equipment i.e., oxygen, emergency cart, suction apparatus, etc. and maintain appropriate logs. Inform the Charge Nurse of any discrepancy on daily checks.

10.22. MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST

10.22.1. Perform a full range of MRI technologist functions and procedures.

10.22.2. Explain to the patient the procedure to be performed and answer relevant questions. Provide for the physical and emotional comfort of the patient.

10.22.3 Set up patients and perform necessary adjustments and patient position as prescribed by the Diagnostic Radiologist or senior MRI Technologist.

10.22.4. Perform daily warm up and quality control checks of MRI equipment as per manufacturer's or technical representative's recommendations.

10.22.5. Operate MRI equipment.

10.23 MAMMOGRAPHY TECHNOLOGIST

10.23.1. Perform a full range of mammography technologist duties.

10.23.2. Perform breast imaging procedures.

10.23.3. Corroborate patient's clinical history with procedure, assuring information is documented in accordance with the department's standards.

10.23.4. Prepare patient for procedures; providing instructions to obtain desired results, gain cooperation and minimize anxiety.

10.23.5. Select and operate breast imaging equipment and associated devices to achieve desired results.

10.23.6. Position patient and equipment to best demonstrate anatomic area of interest, respecting patient ability and comfort.

10.23.7. Immobilize patients as required for appropriate examination, explaining the need for breast compression during mammography.

10.23.8. Determine radiographic technique and exposure factors.

10.23.9. Apply principles of radiation protection to minimize exposure to patient, self and others.

10.23.10. Evaluate mammograms or other breast images for technical quality, assuring that proper identification is recorded.

10.23.11. Assume responsibility for provision of physical and psychological needs of patients during procedures.

10.23.12. Provide and assist on physical breast inspection or palpitation.

10.23.13. Provide patient education, including breast self-examination techniques.

10.23.14. Operate mammography equipment.

10.23.15. Perform daily warm up and quality control checks of the Mammography equipment as per manufacturer's recommendations.

10.24. MEDICAL LABORATORY TECHNICIAN

10.24.1. Perform clinical laboratory tests in any one or a combination of areas as described in following sections of the laboratory: Hematology, chemistry, urinalysis, serology, microbiology and blood bank.

10.24.2. Calculate test results and measure prescribed quantities of samples during tests.

10.24.3. Notice pertinent details of specimens under microscopic study.

10.24.4. Perform a wide variety of laboratory tests either manually or using automated instrumentation.

- 10.24.5. Evaluate information against measurable criteria in the performance of laboratory tests.
- 10.24.6. Perform precise and accurate laboratory testing according to established laboratory procedures.
- 10.24.7. Receive written requisitions from health care providers for routine and special laboratory tests.
- 10.24.8. Set up and adjust laboratory equipment and apparatus.
- 10.24.9. Obtain laboratory specimens directly from patients by venipuncture.
- 10.24.10. Add reagents or indicator solutions, and subject specimens to various laboratory operations according to established procedures.
- 10.24.11. Prepare slides for microscopic analysis as necessary.
- 10.24.12. Observe test reactions, changes of color, or formation of precipitates; studies or subjects treated specimens to automatic analyzing equipment to make qualitative and quantitative analysis.
- 10.24.13. Record test results to flat logs and request slips and file reports in the CHCS/AHLTA .
- 10.24.14. Bring to the attention of the section supervisor, pathologist or general laboratory supervisor any unusual or grossly abnormal test result.
- 10.24.15. Perform light general cleaning of work areas such as collection of trash, autoclaving of specimens, cleaning of bench tops and light dusting.
- 10.24.16. Prepare specimens for transport to MTF laboratory or for mail out.
- 10.24.17. Prepare biological waste for proper disposal.
- 10.24.18. Participate/perform the prescribed QC/CAP programs.
- 10.25. MEDICAL TECHNOLOGIST
- 10.25.1. Perform a full range of automated and nonautomated laboratory procedures in the areas of chemistry, urinalysis, hematology, serology, bacteriology, and immunohematology according to established protocols.
- 10.25.2. Evaluate requested procedures to determine the suitability of specimens for analysis. Prepare specimens for analysis, ensuring that the physiologic state of the properties is maintained.
- 10.25.3. Prepare reagents and primary reference materials as necessary. Calibrate, standardize, adjust, and maintain instruments. Verified correct instrument operation using established procedures and quality control checks. Identify the cause of common problems and make simple repairs.
- 10.25.4. Recognize and react to indicators of malfunction. Locate and implement corrections. Obtain analytical data, convert to prescribed units of reporting as necessary, and correlate data to verify results.
- 10.25.5. Enter and certify laboratory results into CHCS/AHLTA.
- 10.25.6. Conduct quality control procedures on equipment, reagents and products and maintain proper records for quality control and quality assurance reports.
- 10.25.7. Instruct medical laboratory technicians, residents, and others in laboratory policies and procedures.

10.26. NUCLEAR MEDICINE TECHNOLOGIST

10.26.1. Perform a full range of nuclear medicine technologist procedures.

10.26.2. Prepare, measure, and administer radiopharmaceuticals in diagnostic and therapeutic studies, utilizing a variety of equipment and following prescribed procedures.

10.26.3. Operate cameras that detect and map the radioactive drug in the patient's body to create an image on photographic film or a computer monitor.

10.26.4. Administer therapeutic doses of radiopharmaceuticals under direction of physician.

10.26.5. Perform radioimmunoassay studies that assess the behavior of a radioactive substance inside the body, such as adding radioactive substances to blood or serum to determine levels of hormones or therapeutic drug content.

10.26.6. Maintain patient records and record the amount and type of radionuclides received, used, and disposed.

10.27. NURSE MIDWIFE.

10.27.1. Provide a full range of nurse practitioner services in accordance with privileges granted by the Commanding Officer

10.27.2. Adhere to NAVMEDCOMINST 6550.4, Utilization Guidelines for Nurse Practitioners (available from the COR upon request). This instruction includes the following requirements: permits nurse practitioner ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the nurse practitioner.

10.27.3. Provide comprehensive primary care to a select population of essentially healthy women and their babies in a variety of settings to include prenatal care, intrapartum management, postpartum care, immediate newborn care, and well-woman visits.

10.27.4. Participate in the care of women with medial complications in collaboration with Obstetricians-Gynecologists.

10.27.5. Manage the care of normal antepartum women to include teaching, counseling and support.

10.27.6. Collect, document, and evaluate patient data. Take health history and perform and record the obstetrical physical evaluation.

10.27.7. Assess patient needs and formulate and implement a plan of care for each patient consistent with established guidelines.

10.27.8. Operate support, consultation or collaborative management for those patients and families experiencing critical illness and/or potential death.

10.27.9. Manage labor, including teaching and support.

10.27.10. Perform the following: start intravenous infusions; administer analgesia according to standing orders; manage and control normal spontaneous deliveries; record the labor and delivery.

10.27.11. Perform and record physical evaluation of newborns.

10.27.12. Manage the care of normal newborn including nutrition, elimination and activity.

10.27.13. Maintain all required patient records and reports pertinent information.

10.27.14. Prepare and submit all reports and statistics in a timely manner.

10.27.15. Keep current in nursing practice within the nurse Midwife specialty in accordance with the criteria of the American College of Nurse-Midwives.

10.28. NURSE PRACTITIONER

10.28.1. Provide a full range of nurse practitioner services in accordance with privileges granted by the Commanding Officer (e.g., technically direct and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; provide immunizations; diagnose, treat, and counsel patients as indicated).

10.28.2. Adhere to NAVMEDCOMINST 6550.4, Utilization Guidelines for Nurse Practitioners (available from the COR upon request). This instruction includes the following requirements: permits nurse practitioner ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the nurse practitioner.

10.28.3. Treat patients with common acute conditions, illnesses, or minor trauma within accepted protocols, Nurse Practice Acts, and/or in collaboration with a physician.

10.28.4. Collaborate with the physician in the health care of patients with chronic illnesses.

10.28.5. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

10.28.6. Order diagnostic tests as applicable.

10.28.7. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

10.28.8. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

10.29. NURSE PRACTITIONER, NEONATAL

10.29.1. Provide a full range of nurse practitioner services in accordance with privileges granted by the Commanding Officer.

10.29.2. Adhere to NAVMEDCOMINST 6550.4, Utilization Guidelines for Nurse Practitioners (available from the COR upon request). This instruction includes the following requirements: permits nurse practitioner ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the nurse practitioner.

10.29.3. Provide medical management of patients in the newborn nursery under the supervision of a staff pediatrician. This includes attending deliveries, doing admission and discharge assessments, teaching of Birth Product Line staff, and arranging follow-up. Provide well child care for neonates within 28 days of discharge from the nursery.

10.29.4. Provide comprehensive medical assessment, examination, consultation, diagnosis, and treatment plan for neonates, under the direction of a staff Pediatrician.

10.29.5. Provide medical management of neonates in the Nursery and Level II Nursery and other areas to include neonatal resuscitation, conventional ventilation, stabilize and maintain Level III care prior to transport, prescription

of medications (including controlled substances), to treat neonatal medical disorders, under direction of a staff Pediatrician.

10.29.6. Request and interpret laboratory tests, electrocardiograms, and radiographic procedures, and other tests as needed under the direction of staff Pediatricians.

10.29.7. Perform procedures including sedation, endotracheal intubation, routine phlebotomy, arterial phlebotomy, percutaneous central venous line placement, umbilical line placement, lumbar puncture, suprapubic bladder taps, bladder catheterization, needle thoracentesis, chest tube placement, circumcision as deemed appropriate under the supervision of the staff Pediatrician.

10.29.8. Attend routine and high-risk deliveries as a member of the Resuscitation Team and perform Neonatal Resuscitation.

10.29.9. Provide medical care to neonates awaiting transport to other facilities and from other higher level of care NICUs, under direction of a staff Pediatrician.

10.29.10. Provide outpatient care for routine well baby appointments, NICU follow-up appointments.

10.29.11. Provide instruction to students and resident physicians rotating through the nursery at Naval Hospital Camp Lejeune.

10.30. OPERATING ROOM TECHNICIAN

10.30.1. Perform a full range of surgical/operating room technician services to include performance as a scrub technician; pass instruments to surgeon and/or surgical assistants; assist circulating nurse to prepare patients for surgery and assists in preparation of patient's operative site; assist the anesthesiologist; adjust lights and other equipment as directed; verify proper identification of patients and scheduled surgical procedure; review to ensure appropriate consent forms are complete; assist in positioning patient in prescribed position for surgery; and assist as directed in moving patient to and from the surgery site.

10.30.2. Count (with the circulating nurse) sponges, needles and instruments used during surgery and assist in clean up of operating room using standard MTF policies.

10.30.3. Prepare operative specimens as directed, label and deliver them to the laboratory and move equipment to and from operating rooms as necessary for scheduled procedures.

10.30.4. Place proper furnishings, equipment, sterile and nonsterile supplies, and instruments in operating room; check equipment for proper functioning and manage case cart system; and provide and place appropriate sterile drapes for surgical procedure. Perform equipment and instrument sanitation; disassemble and sort instruments and transfer to cleaning area.

10.30.5. Provide pick-up and delivery service for such items as blood gasses, supplies, specimens, and materials to support Operating Room needs.

10.30.6. Provide sterile supply service: cleans, washes, decontaminates, and prepares instruments and equipment for sterilization; conducts sterilization by appropriate method; monitor and document sterilizer function; provide pick-up and delivery for Central Sterile Supply (CSS) to activities within the medical facility.

10.30.7. Conduct inventory; determine need; orders, obtains, receives, and stores surgical supplies; and inspect and monitor stocking of Cardiopulmonary Resuscitation (PR) crash cart.

10.30.8. Respond to CPR situations, acute respiratory problems and other emergencies as needed.

10.31. OPHTHALMIC TECHNICIAN

- 10.31.1. Provide a wide variety of duties to assist the optometrist/ophthalmologist.
- 10.31.2. Obtain patient histories, perform prescription verification, and maintain patient records.
- 10.31.3. Assist in testing patients' vision. Test far acuity, near acuity, peripheral vision, depth perception, and color perception.
- 10.31.4. Examine eye, using slit lamp, for abnormalities of cornea, and anterior and posterior chambers.
- 10.31.5. Apply drops to anesthetize, dilate, or medicate eyes.
- 10.31.6. Measure intraocular pressure of eyes (glaucoma test).
- 10.31.7. Test field of vision, including central and peripheral vision, for defects, and charts test results on graph paper.
- 10.31.8. Measure axial length of eye, using ultrasound equipment.
- 10.31.9. Performs other tests and measurements as directed by the physician.
- 10.31.10. Instruct patients concerning eye care. Instruct patients in contact lens handling.
- 10.31.11. Administer vision therapy programs prescribed by the optometrist/ophthalmologist.

10.32. OPTOMETRIST

- 10.32.1. Perform a full range of optometry examinations and procedures in accordance with clinical privileges granted by the commanding officer.
- 10.32.2. Technically direct, oversee, or instruct other health care professionals seeing patients within the scope of their clinical privileges or responsibilities.
- 10.32.3. Promote preventive and health maintenance care, including appropriate periodic examinations, positive health behaviors, and self-care skills through education and counseling.
- 10.32.4. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.
- 10.32.5. Order diagnostic tests as applicable.
- 10.32.6. Prescribe and dispense medications in accordance with privileges and as delineated by the Pharmacy and Therapeutics Committee.

10.33. PHARMACIST

- 10.33.1. Perform a full range of pharmacist procedures.
- 10.33.2. Deliver comprehensive pharmaceutical services within the personnel, supply, and equipment capabilities of the facility.
- 10.33.3. Counsel patients regarding appropriate use of medications.
- 10.33.4. Review patient profiles at the time of dispensing in order to closely monitor medication therapy.

10.33.5. Ensure prescription directions for use, dose, medication interactions, therapeutic duplications or overlaps, allergy information, age specific dosage, and other pertinent data are appropriate for individual patients. Intervention with providers shall be made for noted discrepancy of above listed items.

10.33.6. Compound medications as required.

10.33.7. Ensure accuracy of all pharmaceutical products prepared or processed by technical staff.

10.33.8. Work closely with clinical staff in developing patient wellness programs such as smoking cessation programs and asthma classes.

10.33.9. Provide medication information to the clinical staff as required.

10.33.10. Provide medication and health care related in service training to clinical staff on new medications on the market; appropriate use of medications; comparison of current medication therapies; and other topics as deemed appropriate by the department head.

10.33.11. Provide clinical direction of corpsmen and pharmacy technicians and provide input into job performance evaluations.

10.33.12. Maintain inventory control of all pharmaceuticals in the pharmacy, especially scheduled pharmaceuticals, and ensure pharmacy security. Maintain appropriate records and security of all scheduled controlled substances according to applicable regulations.

10.33.13. Consult with other specialty practitioners who have been referred for pharmaceutical services.

10.33.14. Ensure that work areas are clean and safe according to applicable regulations.

10.33.15. Document significant medication interactions, and pharmacy interactions with prescribers.

10.33.16. Execute drug utilization reviews (DURs) as deemed necessary.

10.34. PHARMACY TECHNICIAN

10.34.1. Perform a full range of pharmacy technician procedures.

10.34.2. Perform pharmaceutical dispensing duties including filling new outpatient prescriptions, refilling prescriptions, and entering orders into databases.

10.34.3. Perform information consultation duties including supporting new and refill prescriptions, supporting patient requests, supporting physician's requests, monitoring for drug interactions, and reporting adverse drug reactions.

10.34.4. Perform quality improvement duties including performing drug storage inspection, reviewing expired supplies, and producing error and workload reports and documentation.

10.34.5. Perform supply process duties including assisting with new orders, stocking/restocking shelves, inventory maintenance, producing not in stock reports.

10.34.6. Provide general cleaning of workspaces including removal of trash, breakdown of cardboard boxes, and sweeping or mopping of workspace.

10.35. PHLEBOTOMIST

10.35.1. Perform a full range of phlebotomist duties to include, proper venipuncture, finger-stick and heel-stick procedures using appropriate techniques; and perform set-up and completion of special test-related phlebotomy procedures utilizing appropriate techniques. Ensure that all aspects of patient accessioning, specimen collection, processing, and distribution are performed properly.

10.35.2. Conduct patient in-processing prior to specimen collection, including review of paperwork accompanying patients and cordial guidance and assistance.

10.35.3. Assemble equipment, such as tourniquet, needles, disposable containers for needles, blood collection devices, gauze, cotton, and alcohol on work tray, according to requirements for specified tests or procedures.

10.35.4. Verify or record identity of patient or donor and converse with patient or donor to allay fear of procedure and conduct interviews, take vital signs, and draw and test blood samples to screen donors at blood bank.

10.35.5. Provide technical oversight and training to ensure that all invasive procedures (venipuncture, capillary puncture, clotting time, etc.) performed in the laboratory are done in the safest, most sanitary, and expeditious manner, with minimal discomfort for the patient. Training may include newly arrived corpsman, nurses, reservists, and American Red Cross volunteers.

10.35.6. Perform phlebotomy-related administrative and clerical procedures of the Front Desk Section of the lab and fully document all samples obtained per the laboratory's standard operating procedures and maintain the supply inventory and cleanliness of the front desk and phlebotomy area.

10.35.7. Provide instruction on patient centered specimen collection (24-hour urine, occult blood testing, semen analysis, etc.) and special requirements necessary for laboratory-collected specimens (fasting requirements, special diets, etc.). Demonstrate knowledge of all aspects of phlebotomy and collection of adequate clinical specimens and utilize "age-specific" techniques to obtain specimens from infants and the elderly.

10.35.8. Possess knowledge of medical terminology, allowing test requests and results to be understood and communicated.

10.35.9. Demonstrate knowledge of the type and severity of patient reactions, including, but not limited to, syncope, vomiting, and unconsciousness and types of procedures in place for such instances. Counsel patients on care of post-phlebotomy complications (i.e. hematomas).

10.35.10. Demonstrate an understanding of Naval Occupational and Safety Office (NAVOSH) guidelines for the use of aseptic and sterile technique, the use of personal protective equipment, the handling of infectious and bio-hazardous materials, and the reporting of any hazards and/or accidents.

10.36. PHYSICAL THERAPIST

10.36.1. Perform a full range of physical therapist services in accordance with the scope of clinical privileges granted by the Commanding Officer.

10.36.2. Provide appropriate therapeutic procedures and provide a full range of therapy services in support of patient referrals from the following specialties: Orthopedics, General Medicine and Surgery, Primary Care Clinic, Rheumatology and other referrals approved by Department Head/Division Officer.

10.36.3. All patient contact and care shall be safe, timely, result in achievement of realistic and documented treatment goals, and comply with or satisfy the intent of the referring medical staff.

10.36.4. Test and measure the patient's strength, motor development, sensory perception, functional capacity, and/or respiratory and circulatory efficiency. Record findings to develop or revise treatment programs.

10.36.5. Plan and prepare written treatment programs based on an evaluation of the patient.

10.36.6. Administer manual exercises to improve and maintain function.

10.36.7. Instruct, motivate, and assist patients in performing various physical activities, such as non-manual exercises, ambulatory functional activities, daily-living activities, and in use of assistive and supportive devices, such as crutches, canes, and prostheses.

10.36.8. Administer treatments involving application of physical agents, using equipment such as a pulsed lavage unit and/or whirlpool bath, moist packs, ultraviolet and infrared lamps, and ultrasound machines. Evaluate effects of treatment at various stages and adjust treatments to achieve maximum benefit.

10.36.9. Administer soft tissue mobilization, applying knowledge of mobilization techniques and body physiology. Administer traction to relieve pain, using traction equipment.

10.36.10. Record treatment, response, and progress in patient's chart and/or automated systems.

10.36.11. Instruct patient and family in treatment procedures to be continued at home. Evaluate, fit, and adjust prosthetic and orthotic devices and recommend modification as required.

10.36.12. Coordinate treatment with physician and other staff members to obtain additional patient information, suggest revisions in treatment program, and integrate physical therapy treatment with other aspects of the patient's health care. Contact referring physicians regarding patient care concerns, as required.

10.36.13. Provide documented treatment and discharge recommendations to members of the staff in routine, emergency, and special cases as needed.

10.36.14. Orient, instruct, and direct work activities of assistants, technicians, aides, students, etc.

10.36.15. Provide input and attend rehabilitation team meetings, seminars, and quality assurance meetings.

10.36.16. Participate in peer review activities.

10.37. PHYSICAL THERAPY ASSISTANT

10.37.1. Provide a full range of physical therapy assistant services, including the services given below, as directed by the supervising physical therapist.

10.37.2. Carry out a program of corrective exercise and treatment for assigned patients, as directed by the head physical therapist. Under supervision, administer such treatment as exercise, gait training, massage, whirlpool, hot packs, diathermy, ultrasound, paraffin, ice packs and traction. Instruct patients on segments of the program including proper use of wheelchairs, crutches, braces, and prosthetic appliances and devices.

10.37.3. Administer traction to relieve neck and back pain, using intermittent and static traction equipment. Instruct, motivate, and assist patients to learn and improve functional activities, such as preambulation, transfer, ambulation, and daily-living activities.

10.37.4. Observe patients during treatments and compile and evaluate data on patients' responses to treatments and progress and report orally or in writing to the physical therapist.

10.37.5. Fit patients for, adjust, and train patients in the use and care of orthopedic braces, prostheses, and supportive devices, such as crutches, canes, walkers, and wheelchairs.

10.37.6. Confer with members of the physical therapy staff and other health team members, individually and in conference, to exchange, discuss, and evaluate patient information for planning, modifying, and coordinating treatment programs. Coordinate with other departments and the clinic staff to provide complete care to patients. Act as a liaison with nursing, medical staff, and other therapists to facilitate problem solving and coordination of services. Act as educational resource.

10.37.7. Give orientation, direction and instruction to new physical therapy assistants and physical therapy aides.

10.37.8. Perform clerical duties, such as taking inventory, ordering supplies, answering telephone, taking messages, filling out forms, scheduling patients, and staffing the reception area. Maintain and care for department equipment and supplies and storage. Maintain department records and files in accordance with facility policies. Perform coding of patient encounters and workload.

10.37.9. Measure patient's range-of-joint motion, length and girth of body parts, and vital signs to determine effects of specific treatments or to assist physical therapist to compile data for patient evaluations.

10.37.10. Monitor treatments administered by physical therapy aides.

10.38. PHYSICIAN

10.38.1. Provide a full range of physician services in accordance with privileges granted by the Commanding Officer.

10.38.2. Technically direct, perform, or assist in the instruction of, other health care professionals seeing patients within the scope of their clinical privileges or responsibilities.

10.38.3. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

10.38.4. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

10.38.5. Order diagnostic tests as applicable.

10.38.6. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

10.39. PHYSICIAN ASSISTANT

10.39.1. Provide a full range of physician assistant services in accordance with privileges granted by the Commanding Officer (e.g., technically direct and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; provide immunizations; diagnose, treat, and counsel patients as indicated).

10.39.2. Adhere to NAVMEDCOMINST 6550.5, Utilization Guidelines for Physician Assistants (available from the COR upon request). This instruction includes the following requirements: permits physician assistant ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the physician assistant.

10.39.3. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

10.39.4. Order diagnostic tests as applicable.

10.39.5. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

10.39.6. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

10.40. PODIATRIST

10.40.1. Provide a full range of podiatry services in accordance with privileges granted by the Commanding Officer (e.g., medical and surgical treatment of disorders of the foot and ankle with comprehensive and complete podiatric medical examination for consultation, diagnosis, and treatment planning).

10.40.2. Perform biomedical examination with fabrication or prescribing of orthotic and shoe appliances of devices, including design of special shoes.

10.40.3. Provide comprehensive joint and gait analysis as related to foot and ankle.

10.40.4. Provide diagnosis and treatment of a wide range of podiatric conditions including but not limited to: dermatological diseases of the foot and ankle; circulatory disorders affecting the foot and ankle; neurological disorders affecting the foot; arthritis and other inflammatory diseases affecting the foot and ankle; toenail disorders; skin and soft tissues tumors and cysts of the foot; soft tissue surgery of the foot (including the skin and nails); digital osseous and soft tissue surgery, including the great toe; foot and ankle trauma (sprains, strains, contusions); skin and soft tissue biopsy of the foot and ankle; and closed extremity dislocations or simple fractures of foot and ankle.

10.40.5. Order x-rays of foot and ankle.

10.40.6. Order and interpret all appropriate laboratory studies in the practice of podiatric medicine and surgery.

10.40.7. Order and prescribe treatment by physical medicine and therapy.

10.40.8. Admit podiatric patients to the hospital for further treatment or surgery with co-signature by attending physician.

10.41. RADIOLOGIC TECHNOLOGIST

10.41.1. Perform a full range of radiologic technology duties associated with the radiologic technologist position required by the task order.

10.41.2. Perform diagnostic studies and procedures. These studies shall include all variances of extremities, chest, abdomen and head.

10.41.3. Operate or direct operations of radiological equipment provided for routine radiographic examinations.

10.41.4. Receive and position patients so the anatomy/pathology is correctly visualized on the radiograph.

10.41.5. Prepare the patient and adjust equipment for taking X-rays. Position and instruct patient regarding procedures. Administer contrast medium when ordered.

10.41.6. Explain procedure to the patient and provide humane and appropriate care and communication to alleviate the patient's fear of examination and correctly position the patient for the examination.

10.41.7. Determine proper voltage and current and desired exposure time. Set equipment. Arrange attach or adjust immobilization and support devices, e.g. sandbags, binders, etc. to obtain precise positions, prevent patient from moving and lessen discomfort.

10.41.8. Perform correct film identification, ensuring that the patient's name, date of examination, anatomical positioning markers are provided.

10.41.9. Observe and report any symptoms which have direct bearing on the patient's condition as a result of adverse reaction to contrast media and inform the Radiologist of any condition requiring his/her attention.

10.41.10. Recognize the need for and institute the necessary emergency measures for situations where a person requires resuscitation procedures due to cardiac or respiratory arrest.

10.41.11. Process films and prepare them for reading by radiologist.

10.41.12. Operate and maintain radiological equipment designed for primary care services. Maintenance of equipment shall include daily film processor cleaning.

10.41.13. Perform unscheduled procedures as declared by the requesting physician "no matter what the indication" as directed. The study is to be performed, developed and all required administrative processing completed (labels, jackets, CHCS/AHLTA schedule/arrive depart).

10.42. REGISTERED NURSE

10.42.1. Perform a full range of RN duties in accordance with assignment under the task order, including: triage; patient assessment and monitoring; use of patient monitoring and treatment equipment; appropriate nursing care, procedures, and treatments; execution of physicians' orders within the guidelines of standard nursing practice; documentation of patient care and observations; and patient education and emotional support.

10.42.2. Provide professional nursing care in a knowledgeable, skillful, consistent, and continuous manner.

10.42.3. Assess each patient and perform triage duties as assigned.

10.42.4. Formulate and carry out a goal directed plan of care which based on determined nursing diagnosis and patient outcomes and which is prioritized according to patient needs and available resources including time, personnel, equipment, and supplies.

10.42.5. Evaluate effectiveness of self care given by all health team members, and contribution of systems, environment, and instrumentation in progressing patient toward outcomes.

10.42.6. Provide treatment and discharge instructions upon patient release.

10.42.7. Perform assessment/data collection in an ongoing and systematic manner, focusing on physiological, psychological, and cognitive status.

10.42.8. Provide a safe and clean environment for each patient.

10.42.9. Ensure areas are stocked and properly equipped.

10.42.10. Identify patient/significant other learning needs and implement appropriate measures to meet identified needs.

10.42.11. Assist in planning, supervising and instructing LPNs/LVNs, nursing assistants and ancillary personnel.

10.43. REGISTERED NURSE, CASE MANAGER

10.43.1. Participate in all phases of the Case Management Program (CMP) and ensure that the CMP meets established case management (CM) standards of care. Assist in coordinating a multidisciplinary team to meet the health care needs, including medical and/or psychosocial management, of specified patients.

- 10.43.2. Serve as consultant to all disciplines regarding CM issues. Provide nursing expertise about the CM process, including assessment, planning, implementation, coordination, and monitoring. Identify opportunities for CM and identify and integrate local CM processes.
- 10.43.3. Develop and implement local strategies using inpatient, outpatient, onsite and telephonic CM; develop and implement policies and protocols for home health assessments and outcome measures.
- 10.43.4. Develop and implement tools to support case management, such as those used for patient identification and patient assessment, clinical practice guidelines, algorithms, CM software, databases for community resources, etc.
- 10.43.5. Integrate CM and utilization management (UM) and integrate nursing case management with social work case management. Prepare routine reports and conduct analyses.
- 10.43.6. Assist in establishing and maintaining liaison with appropriate community agencies and organizations, the TRICARE Lead Agent office, and the Managed Care Support Contractor.
- 10.43.7. Maintain adherence to JCAHO, URAC, CMSA and other regulatory requirements. Apply medical care criteria (e.g., InterQual).
- 10.43.8. Ensure accurate collection and input of patient care data and ensure basic CM budgetary management.
- 10.43.9. Oversee MTF CM resources and make recommendations to the Command as to how those resources can best be utilized.
- 10.43.10. Collaborate with the multidisciplinary team members to set patient-specific goals. Develop treatment plans including preventive, therapeutic, rehabilitative, psychosocial, and clinical interventions to ensure continuity of care toward the goal of optimal wellness.
- 10.43.11. Establish and implement mechanisms to ensure proper implementation of patient treatment plan and follow-up post discharge in ambulatory and community health care settings.
- 10.43.12. Provide nursing advice and consultation in person and via telephone.
- 10.43.13. Ensure appropriate health care instruction to patient and/or caregivers based on identified learning needs.
- 10.43.14. Alert physicians to significant changes or abnormalities in patients and provide information concerning their relevant condition, medical history and specialized treatment plan or protocol.
- 10.43.15. Facilitate multidisciplinary discharge planning and other professional staff meetings as indicated for complex patient cases and develop a database and knowledge of local community resources.
- 10.43.16. Develop and implement mechanisms to evaluate the patient, family and provider satisfaction and use of resources and services in a quality-conscious, cost-effective manner.
- 10.43.17. Implement strategies to ensure smooth transition and continued health care treatment for patients when the military member transfers out of the area. Develop a policy for, and assist with, region-to-region transfers.
- 10.43.18. Facilitate screening and assist with transfers of Exceptional Family Member Program (EFMP) families.
- 10.43.19. Plan for professional growth and development as related to the case manager position and maintenance of CM certification. Actively participate in professional organizations including participation in at least one annual national CM conference to be funded by the Government to be scheduled at the convenience of the government and the HCW.

10.43.20. Establish cost containment/cost avoidance strategies for case management and develop mechanisms to measure its cost effectiveness.

10.43.21. Assist with the CHCS/AHLTA CM interface or other database designed to support CM.

10.43.22. Participate in video teleconferences (VTCs) and other meetings as required.

10.44. REGISTERED NURSE, CHARGE NURSE.

10.44.1. Provide clinical oversight of the nursing staff within the clinic.

10.44.2. Coordinate nursing staff operations with the medical staff.

10.44.3. Provide registered nurse services.

10.45. REGISTERED NURSE, PERIOPERATIVE.

10.45.1. Perform a full range of RN duties in accordance with assignment under the task order.

10.45.2. Provide professional nursing care in a knowledgeable, skillful, consistent, and continuous manner.

10.45.3. Plan, implement, deliver, direct, and coordinate Perioperative, Post Anesthesia Care Unit (PACU), and Ambulatory Procedure Unit (APU) nursing care using scientific and professional principles as a basis for all techniques and procedures.

10.45.4. Pre-admission: Confirm scheduled surgery date and procedure with the Main Operating Room, check procedure on consult against written consent form, ensure surgical checklist is completed. Make pre-op telephone call to client to confirm arrival time and re-enforces physician/anesthesia instructions. Provide any pre-op teaching, post procedure transportation arrangements or significant other teaching.

10.45.5. Day of surgery: Greet client, properly identify client with placement of identification and/or allergy band(s). Orient client to Unit. Verify post procedure transportation arrangement.

10.45.6. Conduct and document pre-op nursing assessment. Verify client compliance with instructions. Prepare client for procedure, may need to obtain additional labs. Arrange transport to OR (if necessary).

10.45.7. Develop an individualized plan of care that prescribes nursing action to achieve desired patient outcomes.

10.45.8. Confer with surgeon on procedures concerning instruments, sutures, and equipment, assuring all prescribed equipment is present and functional.

10.45.9. Provide equipment and supplies based on patient need. Select equipment in an organized, timely and cost effective manner.

10.45.10. Assure emergency equipment is functional before use. Report defective equipment.

10.45.11. Monitor patients under local infiltration and block anesthesia.

10.45.12. Perform duties as circulatory for surgical procedures, assuming responsibilities for coordinating patient care activities. Assume responsibilities for aseptic technique maintenance during procedures, accuracy of sponge counts and adequacy of supplies.

10.45.13. Perform as a scrub nurse.

10.45.14. Monitor and control environment. Regulate temperature and humidity as indicated. Adhere to OR sanitation policy/procedures.

10.45.15. Post-op: Receive, assess, monitor and document findings on client. Provide education. Ambulate. Verify post-op voiding. Discharge patient after re-enforcement of teaching. Complete nursing care document, reorganize chart and sign out patient. Make follow up clinic appointment for patient.

10.45.16. Set up, operate, maintain, and discontinue medical equipment. Administer prescribed medications. Provide emergency medical/surgical treatment. Provide nutrition and nourishment. Assist with transporting patient(s). Maintain nursing record(s) and plans. Provide patient and family teaching. Provide consultative services.

10.45.17. Perform telephone follow up assessment of patient and provide instruction reinforcement.

10.45.18. Assume responsibility when assigned for inservice programs and training activities relative to surgical procedures and maintenance of aseptic technique and basic aseptic principles. Orient and train new staff member or OR tech/nursing students in scrubbing and circulating duties.

10.45.19. Demonstrate a working knowledge of the supply procurement system

10.45.20. Adhere to Clinical Sterile Resupply (CSR) policies, procedures and regulations.

10.45.21. Monitor economic use of supplies and equipment.

10.45.22. Investigate new developments and trends in perioperative, PACU, and APU nursing practice and analyze impact on improved patient care equipment.

10.45.23. Assist in maintaining suite readiness and structural safety/integrity by reporting discrepancies to Division Officer.

10.45.24. Demonstrate knowledge of the special needs (Perioperative, PACU, and APU) nursing considerations for high-risk age group: infant, pediatric, adolescents, and geriatrics.

10.45.25. Responsible for completion of weekly field day of assigned operating room suite. Ensure field day sheet is signed off.

10.45.26. Monitor patient emergence from a variety of anesthetic agents; uses the nursing process in rendering this care.

10.45.27. Use the Aldrete scoring system to Guide PACU care.

10.46. RESPIRATORY THERAPIST (CERTIFIED).

10.46.1. Efficiently administer all types of respiratory care, and efficiently draw blood, in accordance with professional qualifications, and as directed by the Respiratory Therapist (Advanced) or physician.

10.46.2. Operate and troubleshoot all types of respiratory equipment to include proper disassembly, cleaning, sterilization, and packaging of all respiratory therapy equipment to ensure safe patient care.

10.46.3. Maintain equipment, to include performing examinations to detect worn tubes, loose connections or other indications of disrepair and notify supervisor of need for maintenance. Start equipment and observe gauges measuring pressure, rate of flow and continuity of test equipment. Notify supervisor of malfunctions.

10.46.4. Be familiar with the functions and modes of equipment, ensuring equipment is cleaned, reassembled, and returned to storage.

10.46.5. Receive, set-up, operate, and maintain various devices and systems such as ventilators; nebulizers, oxygen therapy systems, humidity and aerosol therapy, sterilizers, and aeration chambers.

10.46.6. Administer prescribed doses of medical gases and aerosolized drugs intermittently and continuously. Perform airway management and hygiene including chest percussion postural drainage. Obtain arterial blood gas specimens.

10.46.7. Perform patient assessments and monitoring and provide patient instructions including breathing exercises. Make therapeutic recommendations. Examine patient records and report and identify changes in the clinical status of patients. Identify contraindications and report adverse responses/reactions.

10.46.8. Change nebulizers on nursing wards and reset O₂ flow as prescribed by physician.

10.46.9. Stock shelves in department and other departments of the MTF as needed for the provision of respiratory therapy.

10.46.10. Deliver oxygen tanks and other equipment and supplies to specified MTF locations.

10.47. RESPIRATORY THERAPIST (REGISTERED).

10.47.1 Efficiently administer all types of respiratory care, including drawing blood, in accordance with professional qualifications and as directed by the Respiratory Therapist (Advanced) or physician.

10.47.2 Operate and troubleshoot all types of respiratory equipment to include proper disassembly, cleaning, sterilization, and packaging of all respiratory therapy equipment to ensure safe patient care.

10.47.3 Maintain equipment, to include performing examinations to detect worn tubes, loose connections or other indications of disrepair and notify supervisor of need for maintenance. Start equipment and observe gauges measuring pressure, rate of flow and continuity of test equipment. Notify supervisor of malfunctions.

10.47.4 Be familiar with the functions and modes of equipment, ensuring equipment is cleaned, reassembled, and returned to storage.

10.47.5 Receive, set-up, operate, and maintain various devices and systems such as ventilators; nebulizers, oxygen therapy systems, humidity and aerosol therapy, sterilizers, and aeration chambers.

10.47.6 Administer prescribed doses of medical gases and aerosolized drugs intermittently and continuously. Perform airway management and hygiene including chest percussion postural drainage. Obtain arterial blood gas specimens.

10.47.7 Perform patient assessments and monitoring and provide patient instructions including breathing exercises. Make therapeutic recommendations. Examine patient records and report and identify changes in the clinical status of patients. Identify contraindications and report adverse responses/reactions.

10.47.8 Change nebulizers on nursing wards and reset O₂ flow as prescribed by physician.

10.47.9 Stock shelves in department and other departments of the MTF as needed for the provision of respiratory therapy.

10.47.10 Deliver oxygen tanks and other equipment and supplies to specified MTF locations.

10.48. SPEECH PATHOLOGIST

10.48.1. Provide a full range of speech pathology services in accordance with privileges granted by the Commanding Officer (e.g., evaluation, remediation, counseling, appropriate referral and management of all cases of speech, language, and voice disorders per current ASHA and applicable MTF guidelines).

10.48.2. Provide, upon physician referral, evaluation, and treatment programs for basic and more complicated communication disorders including: articulation, language, fluency, resonance phonatory, and neuromuscular problems.

10.48.3. Select, administer, and interpret commonly used diagnostic tests including vocabulary, articulation, and language batteries for adults and children.

10.48.4. Refer patients to physicians, audiologists, or other health care providers as appropriate.

10.48.5. Select appropriate laryngeal (non-vocal) communication devices.

10.49. ULTRASOUND TECHNOLOGIST

10.49.1. Receive patients and explain procedures, providing humane and appropriate care and communication to alleviate fear of examination. Correctly position the patient for the examination and make adjustments necessary for the required examination. Determine if any special patient preparation is required.

10.49.2. Operate facility provided ultrasound scanners. Operate the linear, sector, and endovaginal probes as well as pulse and color Doppler capabilities of provided scanners.

10.49.3. Receive and interpret requests or instructions for diagnostic ultrasound scans; perform daily warm up and assigned quality control checks of the ultrasound scanners.

10.49.4. Perform a full range of diagnostic ultrasonic examinations including but not limited to: fetal echo; placental Doppler studies; obstetrical sonography, including imaging of all fetal anatomy in order to obtain accurate dating and growth parameters and evaluate for fetal abnormalities and problems with the pregnancy; pelvic sonography, including imaging of all pelvic anatomy to attain accurate assessment of suspected pathology; and endovaginal sonography exams to obtain accurate assessment of suspected pelvic pathology.

10.49.5. Identify abnormalities during testing and determine need for additional scans of affected area.

10.49.6. Recognize anatomic variants and determine which other area(s) of the body should be scanned.

10.49.7. Use a detailed understanding of diseases of anatomy to accomplish effective ultrasound scanning.

10.49.8. Advise the physician of results of the examination and provide them with a preliminary diagnosis.

10.49.9. Notify physician of significant scans requiring immediate attention.

10.49.10. Maintain and clean ultrasound equipment on a regular basis in accordance with Radiology department standards. Stock and maintain an adequate level of supplies required to ultrasound examinations. Recommend necessary monthly repairs when diagnostic quality is degraded.

10.49.11. Make minor adjustments on equipment. Differentiate artifacts from normal or pathological processes and recognize electronic equipment limitations. Program the examination equipment, set up the machine and scanning techniques to be employed.

10.49.12. Review new developments in the field by reading journals and attending meeting when possible and recommend to supervisor those changes which would improve the operation of the ultrasound section. Perform other related duties as assigned.

10.49.13. Recognize the need for and institute the necessary emergency measures for situations where a person requires resuscitation procedures due to cardiac or respiratory arrest.

11. TRAVEL. The Commanding Officer may request that the HCW travel to provide services, attend training and/or attend Government specified conferences when in the best interest of the Government and patient care. The COR will determine the reasonableness of all costs incurred. When questions arise, the Government's Joint Travel Regulations (JTR) shall always be followed. The contractor shall be compensated for travel per Contract Line Item 0008 in Section B of the contract.

11.1. When using a personal vehicle for official duties, the HCW will be compensated for mileage at the prevailing rate. The HCW shall not transport the patient or the patient's family in his/her personal or Government vehicle without prior approval from the supervisor.

11.2. The Government will not issue Government Travel Orders to the HCW.

11.3. Government contract air carriers and the Government's contract airfares are not available to the HCW. Airfare will be paid at the coach rate with 7 days advance purchase, non-refundable ticket price; unless the Government grants prior written approval. The Government shall reimburse the fee charges to reschedule the non-refundable ticket only if the Government reschedules the trip.

11.4. The JTR shall serve as the basis for the cost limits for lodging, per diem, miscellaneous expenses and mileage reimbursement if use of privately owned vehicle is authorized. The contractor shall utilize discount hotel/motel and car rental practices. Per diem rates can be found on the World Wide Web at:
<http://www.dtic.mil/perdiem/trvlregs.html>.

11.5. Costs for transportation, lodging, meals and incidental expenses incurred by the HCW are allowable subject to Federal Acquisition Regulations 31-205-46 and Federal Travel Regulations prescribed by the General Services Administration or deemed reasonable by the COR.

11.6. When possible, the HCW shall use government-provided quarters (BOQ/BEQ) and transportation. If not available, the Government will provide the HCW with an identification letter for presentation to transportation and lodging firms (see Attachment AC). The Government retains the right to direct the mode of travel including the availability and size of rental cars. It should be noted that vendors are not obligated to extend discounted Government rates to contractors working on behalf of the Federal Government.

11.7. The contractor shall submit an invoice in accordance with WAWF instructions itemizing expenses in amounts allowable by the COR.

11.8. The COR will specify the MTF's procedure to document that the travel was completed and that the expenses were actually incurred.

11.9. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the COR.

11.10. The Government reserves the right to require additional documentation, including memoranda from the HCW performing the travel.

11.11. The travel shall not be conducted prior to the appropriate funding being added to Contract Line Item 0008 in Section B of the appropriate task order by modification.

12. MIGRATION OF CONTRACT HEALTH CARE WORKERS TO CIVIL SERVICE POSITIONS

12.1 If a contract HCW is selected by the Government for a civil service position and commences work as a civil servant, the contractor may be entitled to compensation towards recruitment costs of the contract position. Upon the contractor's written submittal of a request for compensation, the KO will consider all circumstances relative to the request and make a determination to grant or deny compensation in accordance with the subparagraphs below on a case by case basis.

12.1.2. In order for the contractor to be eligible for compensation, all of the following criteria must be met:

12.1.2.1. The civil service position must require the same qualifications and be located at the same MTF (which includes any location which receives credentials review services from the MTF) as required by the task order, and

12.1.2.2. The HCW must have occupied a position subject to credentials review in accordance with BUMED Instruction 6320.66E (or current version), and must have performed at least one shift of service, and

12.1.2.3. The HCW commences work as a civil servant not later than 180 days following initial commencement of work under the task order or prior to the expiration date of the current task order, whichever occurs first.

12.1.3. If compensation is determined appropriate by the KO, this one-time payment will be calculated by multiplying the current hourly rate for the contract position times the number of contract service hours scheduled for the HCW in a typical two-week payment period. For example, if the contract hourly rate is \$40.00 per hour, and the HCW is typically scheduled for 80 hours of service in one payment period, the total compensation paid to the contractor is \$3,200.00.

12.1.4. At such time as the KO determines compensation towards recruiting costs is appropriate, a task order modification will be executed. The task order modification will define the total amount of compensation for which the contractor may invoice, the CLIN under which the compensation is to be invoiced, the appropriate adjustment to the period of performance for task order services, and include a contractor release statement barring the contractor from seeking additional compensation.

C.13. FILL RATE REPORTING.

13.1. On the Wednesday following each invoice period after award, Not Later Than (NLT) 1600 hours local time for the COR, the contractor shall submit to the COR a completed Fill Rate Worksheet (Attachment AJ) in an Excel spreadsheet format via email.

13.2. Within 24 hours of receipt, the COR will inspect the worksheet to ensure that it accurately reflects the number of HCWs provided by the contractor. The COR will notify the contractor and the KO that the report is verified or of any discrepancies. If discrepancies are noted, the contractor shall prepare a corrected copy and resubmit as required in paragraph (13.1) above. Once a report is approved, the COR will forward a verified copy to the KO.

13.3. The Fill Rate Report is not a substitute for the Contractor Discrepancy Report (CDR), which must be prepared in accordance with the Contract Administration Plan (CAP).

Section E - Inspection and Acceptance

COR

(a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative (COR), will perform inspection and acceptance of services to be provided.

(b) For the purpose of this clause, the COR is the authorized representative of the Contracting Officer. The COR for any awarded Task Order(s) resulting from this contract shall be appointed in the specific task order(s).

(c) Inspection and acceptance will be performed at the locations listed in Individual Task Order(s) written as a result of this contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERIES

F.1 PERIOD OF PERFORMANCE

Periods of Performance shall be detailed in the individual Task Order(s) written under this contract.

Task Order(s) awarded as a result of this contract will have effective dates starting on 28 Sep 2007. The Contracting Officer reserves the right to adjust the start date of service based on the actual award date. No single Task Order shall exceed 12 months in duration. The contract length shall not exceed 60 months.

F.2 PLACE OF PERFORMANCE

Places of performance shall be detailed in the individual Task Order(s) written under this contract.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Def RRF 00078
2200

Section G - Contract Administration Data

WAWF

CONTRACT ADMIN DATA

In order to expedite administration of this contract/order, delineation of duties is provided at Attachment AB, Contract Administration Plan, Enclosure 1, Contract Administration and Duties.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://wawftraining.com>.

A separate invoice will be prepared for every pay period. Do not combine the payment claims for services provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

EXAMPLE: The following information regarding Naval Hospital, Camp Lejeune, NC is provided as an example for completion of the invoice in WAWF:

Issuing Office DODAAC: N62645

Admin DODAAC: N62645

Acceptor DODAAC: N68093

LPO DODAAC: N68093

Pay DODAAC: N68688

The contractor shall submit bi-weekly invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

For training materials, instructions for setting up WAWF, and step-by-step instructions for the (Invoice 2-in-1 Services Only) Invoice, please visit the following web site:

<http://www.acquisition.navy.mil/navyaos/content/view/full/99/>

For any other questions, please contact the WAWF helpdesk at 1-866-618-5988 or cscassig@ogden.disa.mil or the WAWF Implementation Team at wawf@nmlc.med.navy.mil.

NOTE: WAWF INSTRUCTIONS SHALL BE INCLUDED IN INDIVIDUAL TASK ORDER(S) ISSUED UNDER THIS CONTRACT.

Section H - Special Contract Requirements

SPECIAL INSTRUCTIONS

1. TASK ORDER CONTRACT.

1.1. Services will be procured via the award of Task Orders issued against the basic contract. There are two procedures to be followed for the submission of offers for award of Task Orders.

1.2. Initial Task Orders. The Government intends to award a minimum of one initial Task Order to each firm selected for contract award. Initial Task Orders will order the contract minimum quantity of services required from each contract awardee. The quantity and type of services to be procured, as well as position specific duty descriptions for these initial Task Orders, are provided in sections B, C, and the applicable Task Order.

1.3. Subsequent Task Orders. The Government intends to order additional services, up to the stated contract maximum quantities, throughout the life of the contract. Special procedures and regulations apply to the award of subsequently awarded Task Orders. These procedures are provided in H.2. below.

2. TASK ORDER PROCEDURES (Subsequent Task Orders).

2.1. Fair Opportunity For Consideration.

2.1.1. One or more Task Orders may be issued during the performance period of the contract. The Government will provide all awardees a fair opportunity for consideration. Fair opportunity is not the same evaluation process used to make the initial award of the IDIQ contract. In accordance with FAR 16.505(b), the KO will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph 2.1.2 below applies.

2.1.2. Exceptions to Fair Opportunity for Consideration. Awardees will not be given a fair opportunity to be considered for Task Orders which are expected to exceed \$2,500 when the KO determines one of the following conditions apply:

2.1.2.1. The agency need for services is of such urgency that providing such an opportunity would result in unacceptable delays;

2.1.2.2. Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;

2.1.2.3. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a Task Order already issued under this contract, provided that all awardees were given fair opportunity to be considered for the original order. For the purposes of this contract the KO may negotiate a sole source logical follow-on Task Order with the current contractor providing previously competed services. In the event an increase in the amount of previously competed services is required by the Government, the KO may negotiate a sole source logical follow-on Task Order with the current contractor provided the required additional services do not represent more than one full time equivalent position or 20% of the total competed labor hours on the entire task order, whichever is greater. When deciding whether to negotiate a sole source logical follow-on Task Order with the current contractor, consideration will be given to the contractor's past performance, continuity of HCW services, and price.

2.2. The KO has broad discretion in determining which awardee should receive a Task Order. Each task order award decision will consider the first three of the following six factors (i.e., H.2.2.1., H.2.2.2., and H.2.2.3.). Factors four, five, and six (i.e., H.2.2.4., H.2.2.5., and H.2.2.6.) may be considered as described in the TOPR.

2.2.1. The price of the Task Order. The factors to be considered in evaluating prices proposed are:

2.2.1.1. **COMPLETENESS.** All price information required by the TOPR has been submitted including completed supplemental pricing worksheets.

2.2.1.2. **REASONABLENESS.** The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.

2.2.1.3. **REALISM.** The offeror's CLIN prices and the Supplemental Pricing Worksheets will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the contract requirements, and the risk of personnel recruitment and retention problems during Task Order performance.

2.2.2. **Timeliness of submission of Task Order proposal.** Task Order proposals which are submitted late (see H.2 for submission instructions) may not be considered for award.

2.2.3. **The past performance and management record of the awardee in previous task orders and task order proposals under this contract will be evaluated.** Performance within the past 5 years on other contracts for the facilities covered by this contract may also be considered if requested. This past performance evaluation will include a review of all aspects of contract performance, both positive and negative, including but not limited to performance enhancements or problems, management enhancements or problems, timeliness of proposal submission, continuity of HCWs, shift fill rates, and quality of HCWs provided.

2.2.4. **Quality of the HCW(s) proposed under the task order.** General ranking factors of HCWs will be detailed in each TOPR.

2.2.4.1. **The quality and characteristics of the proposed personnel mix in relationship to the labor mix requirements specified in the Task Order.**

2.2.4.2. **Quality and quantity of qualifications, including education, training, and experience, as they relate to the duties in the Task Order.** Prior experience in a military medical setting may enhance the candidate's ranking.

2.2.4.3. **Letters of Recommendation.**

2.2.4.4. **Additional certifications and licensure, as applicable.**

2.2.4.5. **Total continuing education within the 3 years immediately preceding the task order.**

2.2.5. **Management plan for accomplishment of the task order requirements.**

2.2.6. **Certificate of availability.**

2.3. **When placing orders, the KO is not required to prepare formal evaluation plans, score offers, post notice on the Federal Business Opportunities (FedBizOpps) web site or hold discussions or negotiations with each awardee.** Even though the KO does not have to comply with the competition rules in Part 6 of the Federal Acquisition Regulations and does not have to conduct discussions before issuing an order, there will be an internal record of why a particular offeror provided the best value based on the particular requirements of each Task Order.

2.4. **Issues arising from the placement of orders are not protestable to the Government Accountability Office (GAO) unless the protest alleges that the order exceeded the value, scope, or period of the contract.**

2.5. **TOPR, Proposal Submission, and Task Order Award.** The process for requesting Task Order proposals, evaluating the proposals, selecting an awardee for each Task Order, issuing the Task Order, and the commencement of services under each Task Order is shown below.

2.5.1. **Task Order Proposal Request.**

2.5.1.1. The KO will issue a written TOPR and will forward it to all awardees unless one of the exceptions to the fair opportunity for consideration listed above in 2.1 applies.

2.5.1.2. The TOPR will include as a minimum the following information:

- * The due date for proposal submission (generally between 14 and 30 days following the date of the TOPR).
- * A description of the services, including minimum qualification requirements and specific ranking factors.
- * The place of performance.
- * The period of performance including the quantity required.
- * Any additional instructions for proposal submission not contained in this section.
- * Any other information deemed appropriate by the KO.

2.6. Proposal Submission.

2.6.1. If an awardee is unable to submit a proposal, they must notify the KO in writing as soon as practicable. A brief written statement as to why the awardee is unable to submit a proposal is required. Failure to submit a Task Order proposal without sufficient justification may be considered as negative past performance information which may jeopardize the award of future Task Orders.

2.6.2. The contractor's Task Order proposal shall always be required to contain a price section and may be required to include a technical section. The price section shall include a completed Supplemental Pricing Worksheet for each proposed HCW. The original and one copy of the price section shall be forwarded to the Naval Medical Logistics Command. Certified cost or pricing data is not required for individual Task Orders. Direct labor rates must be consistent with that currently being paid in the geographic location where services are to be performed. If required, the technical section shall include the personnel and past performance information required by the TOPR.

2.7. Task Order Award.

2.7.1. Upon completion of the evaluation of the technical and price sections, the KO will issue a Task Order to the contractor whose proposal is most advantageous to the Government considering the evaluation factors specified in 2.2 above.

2.7.2. In the event issues pertaining to a proposed Task Order cannot be resolved to the satisfaction of the KO, the KO reserves the right to withdraw or cancel the proposed Task Order. In such event, the contractor will be notified, via letter or email, of the KO's decision and this decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act".

2.8. Commencement of Performance.

2.8.1. Upon award, a Task Order will be transmitted to the contractor on a DD Form 1155. Approved HCWs will generally be required to begin performance no later than 30 days after execution of the Task Order by the KO for services ordered under CLINs 0005, 0006 and 0007, and will generally be required to begin performance no later than 60 days for services ordered under CLINs 0001, 0002, 0003 and 0004 unless otherwise required in the Task Order. For example, urgent requirements may require expedited processing and a shortened performance start up period. Conversely, some difficult to fill positions may require a longer performance start up period. If a HCW who was proposed in response to the TOPR is not available to begin performance on the Task Order, the contractor must notify the KO immediately.

2.8.2. Failure to begin performance with the approved HCW may result in termination of the Task Order and reconsideration of the other Task Order proposals received in response to the TOPR. The contractor may or may not be given the opportunity to propose a new HCW. The Government reserves the right to terminate the contract for default if the contractor fails to begin performance.

3. OMBUDSMAN.

3.1. The Ombudsman will review complaints from contractors regarding the award of Task Orders and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Task Order contract Ombudsman for this contract is the Navy Competition Advocate General. Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Medical Logistics Command before taking their complaints to the Navy Competition Advocate General. The Naval Medical Logistics Command's Competition Advocate can be reached at (301) 619-2158 or at the following address:

Naval Medical Logistics Command
ATTN: Executive Officer
1681 Nelson St.
Fort Detrick, MD 21702-9203

4. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS.

4.1. None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the KO.

5. RESTRICTION ON THE USE OF NAVY-AFFILIATED PERSONNEL.

5.1. Restrictions on the use of Government-affiliated personnel. Except in very limited cases, the federal criminal statutes at 18 USC 203 and 18 USC 205 bar Government personnel, both active duty and civil service, from working as a contractor employee in a Government workplace, including a medical treatment facility, either as a second job ("moonlighting") or while on terminal leave. The contractor agrees that, before making an employment offer to an active duty member or a civil servant, it shall inform the individual of the potential applicability of these statutes and further agrees to encourage that individual to seek an advisory opinion from his/her local ethics counsel before accepting an employment offer. In addition, without the prior written approval of the KO, the contractor shall not use in the performance of this contract any persons currently performing medical or dental services under other Navy contracts.

6. SUBSTITUTION OF PERSONNEL FOR HEALTH CARE WORKERS WHO ACCRUE LEAVE.

6.1. The contractor agrees to initiate performance of the contract requirements using only the HCW(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

6.2. During Task Order performance, no personnel substitutions shall be made by the contractor without the express consent of the KO or in accordance with a procedure specified by the KO. All substitution requests will be processed in accordance with this clause.

6.3. No personnel substitutions shall be permitted during the first 60 days of Task Order performance, unless they are necessitated by a HCW's unexpected illness, injury, death or termination of employment. Should one of these events occur, the contractor shall promptly notify the KO and provide the information required in paragraph 6.4 below. After the initial 60 day period, all substitution requests shall be submitted, in writing, at least 30 days prior to the planned change of personnel. All such requests must provide the information required by paragraph 6.4 below.

6.4. All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute HCW(s) possess professional qualifications that are equal to or higher than the qualifications in Section C.6. In addition, all substitution requests shall include a certificate of availability signed and dated by each proposed HCW, and any other information identified by the COR. The COR will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

7. HEALTH CARE WORKER BACKGROUND INVESTIGATION REQUIREMENTS.

7.1. CRIME CONTROL ACT OF 1990 REQUIREMENT.

7.1.1. Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 1-02-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

7.1.2. CONTRACTOR REQUIREMENTS.

7.1.2.1. It is the contractor's responsibility to ensure its employees undergo proper criminal history background checks by providing the Government support, cooperation, and active assistance throughout the process.

7.1.2.2. In accordance with 42 U.S.C. 13041(d) the contractor shall ensure that employment applications for potential HCWs contain a question asking whether the individual has ever been arrested for or charged with a crime involving a child, and if so, requiring a description of the disposition of the arrest or charge. The application shall further state that it is being signed under penalty of perjury, with the applicable Federal punishment for perjury stated on the application.

7.1.2.3. Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government to facilitate and complete the background investigation.

7.1.2.4. To initiate the process for a background investigation, the Contractor shall ensure each HCW reports to the COR for specific MTF processing instructions, completes the appropriate portion of the SF 85 P, and obtains fingerprints for submittal to the Office of Personnel Management.

7.1.2.5. Contractor employees who have previously received a background check must provide proof of the check or obtain a new one.

7.1.2.6. Upon receipt of the results of a background check, the contractor agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

7.1.3 GOVERNMENT RESPONSIBILITIES.

7.1.3.1. The Government will conduct criminal background checks on all HCWs providing child care services under this contract based on fingerprints obtained by a Government law enforcement office (e.g., local, state, federal, etc.) and a completed SF 85P form (Questionnaire for Public Trust Positions).

7.1.3.2. The COR will identify the appropriate DoD Component for billing purposes and the appropriate security point of contact and/or installation commander who will receive the background results.

7.1.4. MISCELLANEOUS PROVISIONS.

7.1.4.1. Contractor employees shall have the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report.

7.1.4.2. With written recommendation from the Commanding Officer, and the approval of the KO, a contractor employee with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

7.2. INFORMATION TECHNOLOGY/SENSITIVE INFORMATION SECURITY REQUIREMENTS

7.2.1. Contractor personnel shall meet the personnel security requirements for Sensitive and Information Technology (IT) positions outlined in Secretary of Navy (SECNAV) Manual M-5510.30 and SECNAV Instruction 5510.30 (most current version). Department of Navy (DON) IT positions include any position in which the incumbent has access to DON IT systems and/or performs IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Use of CHCS and/or AHLTA is illustrative examples of such systems where security requirements apply.

7.2.2. The same level of trustworthiness is required for contractor personnel as is required for Government personnel requiring similar access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, sensitive information, and Government-developed privileged information involving award of contracts; including user level access to DON or DOD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information. As such positions filled under this contract are designated as Non-Critical Sensitive (NCS), and IT-II.

7.2.3. U.S. citizenship is a basic condition for assignment to a designated sensitive IT position. U.S. citizens who are also dual citizens are not specifically excluded from occupying either sensitive or designated IT positions, however, a dual citizenship status raises foreign influence and foreign preference concerns that will most likely prohibit interim assignment pending favorable investigation and adjudication of these issues. Eligibility will not be established for persons who hold a foreign passport. The U.S. citizen reference in the aforementioned regulation(s) make no distinction between those who are U.S. citizens by birth, those who are U.S. nationals, and those who have derived U.S. citizenship or those who acquired it through naturalization. Additional information on U.S. citizenship requirements is contained within SECNAV Manual M-5110.30 and SECNAV Instruction 5510.30. MTF security personnel must validate citizenship of individuals before submitting initial personnel security investigation requests.

7.2.4. The investigative basis for assignment to a designated NCS/IT-II position is a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) for contractor employees.

7.2.5. Personnel background investigations and training must be initiated and interim approval/temporary access be granted before access to DOD and DON IT systems/networks or DOD and DON sensitive information is allowed.

7.2.6. Contractor personnel shall report to the COR to receive MTF specific processing instructions to complete the appropriate personnel security questionnaire, complete and submit the appropriate paperwork for the background investigation or provide proof of a favorable adjudication, and receive requisite training. A copy of the temporary access approval shall be provided to the COR upon receipt by the contract employee.

7.2.7. The Navy manual and instruction referenced in paragraph 7.2.1 leave open the possibility of a waiver to the policies described herein. See M-5510.30, Chapter 1-10. However, neither the KO nor the Commanding Officer of the MTF is authorized to grant such a waiver. All waiver requests must be forwarded to, and approved by, the Chief of Naval Operations (N09N2). In the event that the contractor wishes to pursue this course of action, it shall contact the COR of the MTF for the proper administrative procedures. The Commanding Officer of the MTF, or designee, shall decide if an individual waiver request will be submitted to the CNO. The mutual understanding of the parties is that waiver requests are rarely, if ever, granted, and further that delays in the processing of, or the failure of the Navy to act favorably on, such a request does not excuse the contractor from performance under this contract.

7.3. LOCAL INSTALLATION REQUIREMENTS

7.3.1. In accordance with installation regulations establishing protocol to gain access to the installation or its facilities, contract employees must provide, among other documentation, a criminal records check from the state or county level covering the period of time specified in the installation regulations.

7.3.2. Contractor personnel shall contact the COR immediately after contract award to receive MTF/installation specific instructions for documentation and background investigation requirements to gain access to the installation/facility for contract performance.

8. LIABILITY INSURANCE.

8.1. Before commencing work under a contract, the contractor shall certify to the KO in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

8.1.1. General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

8.1.2. Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

8.1.3. Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

9. NON-COMPETE CLAUSES.

9.1. The use of non-compete agreements (including non-compete clauses within employment agreements) that are aimed at preventing the loss of contract providers are acceptable only if the non-competition is limited to the current performance period specified in the contract/task order. The use of non-compete agreements or clauses that prevent employees of an incumbent contractor from accepting future employment with either the Government or with another contractor is not acceptable. Awardees (including sub-contractors) may not include conditions in employment agreements that hinder the Government's ability to accomplish the current or future mission of providing health and medical care to beneficiaries.

9.2. The Government reserves the right to query each offeror or contractor regarding the use and purpose of these clauses or agreements and to use this information in award or logical follow-on decisions. If such conditions are included in employment agreements, the Government further reserves the right to reject an offeror's proposal or to terminate existing contracts or task orders.

10. LIMITATION OF PAYMENT FOR PERSONAL SERVICES. Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091. Effective 21 January 2000, the maximum amount the Government is allowed to pay for these personal services is \$400,000 per year for this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (May 2004) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of contract award for a period of 60 months.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 100,000 hours;

(2) Any order for a combination of items in excess of the maximum total requirements of the contract; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 27 Sep 12.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

<u>Employee Class</u>	<u>GS Equivalent</u>
Certified Medical Assistant	GS/5
Certified Nursing Assistant II	GS/3
Licensed Practical Nurse II	GS/7
Medical Laboratory Technician	GS/7
Nurse Practitioner	GS/12
Occupational Therapy Assistant	GS/11
Optical Technician	GS/7
Pharmacy Technician	GS/7
Physical Therapy Assistant	GS/11
Radiologic Technologist	GS/10
Registered Nurse II	GS/12

(End of clause)

52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements

to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TABLE OF CONTENTS

Document Type	Description
Attachment AA	LISTS OF ACCEPTABLE DOCUMENTS to establish U.S. Citizenship
Attachment AB	Contract Administration Plan (CAP) with 3 Enclosures
Attachment AC	Letter of Identification – Travel (EXAMPLE)
Attachment AD	HEALTH CARE WORKER CERTIFICATE OF AVAILABILITY
Attachment AE	Offeror's Technical Proposal (Reserved)
Attachment AF	Wage Determination – Beaufort, SC and Charleston, SC
Attachment AG	Wage Determination – Camp Lejeune, NC and Cherry Point, NC
Attachment AH	Supplemental Pricing Worksheet sample
Attachment AI	Health Examination and Immunization/Screening Requirements Form
Attachment AJ	Format for contractor's bi-weekly Fill Rate Report to NMLC

ATTACHMENT AA
Citizenship Requirements

Excerpt from SECNAV M-5510.30 of June 2006, Appendix F

4. All documents submitted as evidence of U. S. citizenship must be original documents or certified copies. Uncertified copies are not acceptable. The following documents are acceptable proof of citizenship:

- a. The original U. S. birth certificate with a raised seal issued at the time of birth from one of the 50 states, or outlying territories or possessions.
- b. A hospital birth certification (clinic and commercial birth center certification is not permitted) with an authenticating raised seal or signature provided all vital information is given.
- c. A delayed birth certificate provided it shows the birth record was filed within one year after birth, it bears the registrar's seal and signature, and cites secondary evidence such as a baptismal certificate, certificate of circumcision, affidavits of persons having personal knowledge of the facts of the birth or other official records such as early census, school or insurance.
- d. U.S. Passport (current or expired) or U.S. passport issued to individual's parent in which the individual is included.
- e. FS-240 Report of Birth Abroad of a Citizen of the United States of America/Consular Report of Birth.
- f. FS-545 Certification of Birth issued by a U.S. Consulate or DS-1350 the Department of State Certification.
- g. INS N-550/570 U.S. Immigration and Naturalization Service Naturalization Certificate.
- h. INS N-560/561 U.S. Immigration and Naturalization Service Certificate of Citizenship. If the individual does not have a Certificate of Citizenship, the original Certificate of Naturalization of the parent(s) may be accepted if the naturalization occurred while the individual was under 18 years of age (or under 16 years of age before 5 October 1978) and residing permanently in the U.S.
- i. Certificate of birth issued by the Canal Zone government indicating U.S citizenship is only acceptable if verified by direct government inquiry to: Vital Records Section, Passport Services, 1111 19th Street NW, Suite 510, Washington, D.C. 20522-1705.
- j. DD 372, Verification of Birth is acceptable for military members (officer and enlisted) provided the birth data is listed and verified by the Department of Vital Statistics.
- k. DD 1966, Application for Enlistment into the Armed Forces of the United States are acceptable provided the documents sighted are listed and attested to by a recruiting official.

5. If none of the above forms of evidence are obtainable, a notice from the registrar issued by the state with the individual's name, date of birth, which years were searched for a birth record and that there is no birth certificate on file for the applicant should be presented. *The registrar's notice must be accompanied by the best combination of the following secondary evidence:

- a. Baptismal certificate

- b. Census record
- c. Certificate of circumcision
- d. Early school record
- e. Family Bible record
- f. Doctor's record of post-natal care
- g. Newspaper files and insurance papers

* NOTE: These documents must be early public records showing the date and place of birth, created within the first five years of life. The individual may also submit an Affidavit of Birth, Form DSP-10A, from an older blood relative, i.e., a parent, aunt, uncle, sibling, who has personal knowledge of the birth. It must be notarized or have the seal and signature of the acceptance agent.

ATTACHMENT AB
CONTRACT ADMINISTRATION PLAN (CAP)

1. Definitions.

1.1 Administrative Contracting Officer (ACO). To the extent that the Procuring Contracting Officer (PCO) has delegated contract administration, the Government official responsible for administering the contract. For the purposes of these contracts, the PCO has retained contract administration responsibilities. Therefore, the terms PCO and ACO refer to different functions performed by the same individual.

1.2 Alternate Contracting Officer's Representative (ACOR). In the absence of the Contracting Officer's Representative (COR), the Government official appointed in writing by the PCO who functions as the technical representative of the PCO for a specific contract, for a specified period of time.

1.3 Bureau of Medicine and Surgery (BUMED). The Department of the Navy command responsible for all Navy health and dental contracting initiatives.

1.4 Commanding Officer. The medical department officer that has ultimate responsibility for the operation of a Dental Treatment Facility (DTF) or Medical Treatment Facility (MTF).

1.5 Contracting Officer's Representative (COR). The Government official appointed in writing by the PCO who functions as the technical representative of the PCO.

1.6 Contractor. The offeror identified in block 15A of the Standard Form 33 or block 7 of the Standard Form 26 and its health care workers who are providing services under the contract.

1.7. Dental Treatment Facility (DTF). The DoD clinic or dental center requiring services under these contracts. The abbreviation, "DTF" includes all the Branch Dental Clinics, Dental Administrative Units, Branch Dental Annexes and other subordinate clinical activities specified in these contracts. The abbreviation, "DTF" also refers to any military treatment facility within the scope of these contracts.

1.8 Health Care Program Analyst. The Naval Medical Logistics Command (NAVMEDLOGCOM) contract administration advisory resource for the COR/Technical Liaison (TL)/Technical Assistant (TA)/supervisor.

1.9 Medical Treatment Facility (MTF). A Department of Defense (DoD) hospital or medical center that may require services under these contracts. The abbreviation, "MTF" includes all the Branch Medical Clinics, Medical Administrative Units, Branch Medical Annexes and other subordinate clinical activities specified in these contracts. The abbreviation, "MTF" also refers to any military treatment facility within the scope of these contracts.

1.10 Naval Medical Logistics Command (NAVMEDLOGCOM). The Department of the Navy command responsible for implementation of the Bureau of Medicine and Surgery health care contracting initiatives.

1.11 Procuring Contracting Officer (PCO). The Government official within NAVMEDLOGCOM authorized by warrant to enter into these contracts for the Government.

1.12 Supervisor. The Government official whose duty it is to provide day-to-day direction to, and oversight of, contractor personnel, including supervisory functions such as time and attendance.

1.13 Technical Assistant (TA). The DTF/MTF representative who may be assigned by the COR to provide technical or administrative assistance to the COR. TAs may be assigned to assist and support the COR but shall not be given the authority to provide any technical direction or clarification directly to the Contractor.

2. Responsibilities.

2.1 The Navy's ASSISTANT CHIEF FOR HEALTH CARE OPERATIONS, BUREAU OF MEDICINE AND SURGERY (BUMED Code M3) as Program Manager shall:

2.1.1 Establish dental/medical contract policy guidance.

2.1.2 Provide overall direction for the planning, development, and operation of all Navy DTFs/MTFs.

2.1.3 Monitor the progress and achievement of dental and medical contracts within the Navy's health care delivery system.

2.1.4 Serve as subject matter expert for all technical aspects of medical and dental contracting efforts.

2.2 The PCO, ACQUISITION MANAGEMENT DIRECTORATE (Code 02), Naval Medical Logistics Command shall:

2.2.1 Perform all required pre-award actions including providing information or answering questions that arise during the solicitation period and as a result of Freedom of Information Act (FOIA) inquiries.

2.2.2 Review the Contract Administration Plan (CAP). The PCO shall furnish sample COR and TA nomination letters to the DTF/MTF in accordance with NAVSUPINST 4205.3C.

2.2.3 Verify that the individual(s) nominated to act as COR have had the required training and the necessary experience. If the PCO determines that a nominee does not meet experience and training requirements, the PCO shall request that the DTF/MTF nominate another individual.

2.2.4 Review the CAP prior to incorporation into the solicitation. This review shall ensure that all contract administration functions are assigned, suit the specific circumstances of the contract and give due consideration to the type of contract, the place of performance, period of performance, and inspection and acceptance criteria stated in the solicitation/contract.

2.2.5 Include the COR duties contained in this master CAP in the resultant solicitation/contract. Additional duties shall be separately delineated within the contract, as appropriate.

2.2.6 Designate the paying office in the contract.

2.2.7 Appoint the COR and ACOR.

2.2.8 Perform all contract administration duties of a Contracting Officer. Regular meetings between the PCO, the COR or the DTF/MTF Commanding Officer (or representative) will be held to discuss the status of and the performance under individual contracts. The format and frequency of these meetings will depend upon the size and complexity of the contract.

NOTE: All parties are specifically reminded that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, any direction affecting the terms of the basic contract has been given by the COR or any other person, the Contractor shall promptly notify the PCO.

2.2.9 Evaluate reports of Contractor non-compliance and take appropriate action within 30 days of receipt. Copies of any correspondence regarding the results of such analyses shall be provided to the DTF/MTF and the COR simultaneously with the action taken.

2.2.10 Arrange the post-award conference, if required. Invite necessary attendees. Ensure that the requirements of the contract and the COR's duties are thoroughly discussed and understood. Ensure that all personnel involved understand current DoD Standards of Conduct policies.

2.2.11 Oversee the performance of CORs under the contract. Prompt action shall be taken when COR (or alternate) is not performing properly.

2.2.12 Maintain the official contract file including modifications (and all back-up documentation).

2.2.13 Maintain the accuracy of this Master CAP throughout the life of these contracts.

2.2.14 Maintain a list of all CORs under their authority. Periodically review the files and performance of these CORs in accordance with NAVSUPINST 4205.3C and local policies.

2.2.15 Review the existing annual Contractor performance reports prior to negotiating any task orders under these contracts. Enter data into the Contractor Performance Assessment Reporting System (CPARS).

2.2.16 Maintain a log of total hours ordered under these contracts by Contract Line Item Number (CLIN)/Sub Contract Line Item Number (SLIN) to guarantee that maximum order quantities are not exceeded. Notify the Health Care Program Analyst (NAVMEDLOGCOM Code 07) and the DTF/MTF when 75% of the maximum order quantity of any CLIN/SLIN has been reached.

2.3 The HEALTH CARE PROGRAM ANALYST, HEALTH CARE SERVICES SUPPORT DIRECTORATE (Code 07), Naval Medical Logistics Command shall:

2.3.1 Submit a completed and signed CAP Documentation Form with answers to questions that pertain to this acquisition.

2.3.2 As appropriate, submit the Contract Data Requirements List (DD Form 1423 or CDRL) providing a description of all reports/outputs required from the Contractor.

2.3.3 Act as the health care contracting technical manager for BUMED. Ensure consistency among health care contracts, providing coordination and technical liaison between DTFs, MTFs, BUMED, CORs, and the PCO.

2.3.4 Coordinate/develop the procurement technical requirements including a performance work statement (Section C); draft input to Sections B, H, L and M; a draft Source Selection Plan; a draft CAP; potential sources for the procurement; draft quality assurance plan; surveillance plan and other related documents required for the acquisition.

2.3.5 Monitor and manage reports of Contractor non-compliance, evaluate reports submitted by the individual CORs, and recommend PCO disposition on all noted discrepancies.

2.3.6 Perform health care trend analyses and provide feedback to the PCO and CORs.

2.3.7 Provide any other technical assistance to the DTF, MTF, PCO/ACO, CORs, and other customers.

2.3.8 Through coordination with the PCO, participate in periodic COR meetings and inspections to discuss status and performance under the contract emphasizing problem identification, problem solving and contract familiarity.

2.3.9 Ensure that the DTF, MTF, PCO/ACO, CORs, and BUMED are appropriately informed of related dental and health care issues.

2.3.10 Provide periodic statistical and financial reports to BUMED.

2.3.11 Apprise customers of any anticipated impact that new task orders will have on availability of overall contract hours due to plans for changes (expansion/reductions) of services.

2.4. The COMMANDING OFFICER OF THE DTF OR MTF shall:

2.4.1 Budget and provide funding for the contracts.

2.4.2 Nominate (to the PCO) individual(s) to be appointed as COR (by name, title, organizational code and telephone number). This individual(s) shall also be the contract quality assurance monitor and lead technical advisor to the ACO and shall be responsible for the technical interface needed during contract performance. An ACOR can be nominated to act in the absence of the COR, when needed, or to provide additional expertise.

NOTE: COR duties cannot be delegated. The COR shall be accountable for the actions of ACORS or TAs.

NOTE: Nomination of new CORs as a result of reassignment, termination of employment, etc., shall be made in accordance with the procedures outlined herein.

2.4.3 Ensure all individuals nominated as COR or ACOR have the necessary qualifications to satisfactorily perform the required duties and hold a position of responsibility commensurate with the complexity of the contract. All CORs shall have graduated from a Naval Supply System Command (NAVSUP) approved/BUMED provided medical/dental COR training course prior to their appointment.

2.4.4 Upon receipt of the contract from the PCO, forward copies of documents to staff having administrative responsibilities for these contracts.

2.4.5 Support and supervise the COR in the performance of their duties. If the Commanding Officer determines that assigned duties are not being performed in a satisfactory manner, immediate corrective action shall be taken (including the recommendation to replace the COR if required). The PCO shall be promptly notified of all actions taken. The DTF/MTF should consider COR performance in rating all individuals assigned COR functions.

2.4.6 Notify the PCO in writing of any organizational or personnel changes affecting the CAP.

2.4.7 Ensure that appropriate timely action is taken on all contract related correspondence received from either the PCO or COR. This includes the timely submission (to the PCO) of any requests for changes to the performance work statement, deviations or waivers. An Independent Government Cost Estimate of the impact on contract price and the availability of additional funding (if required) must accompany all requests for changes to the performance work statement/contract. The Contractor's price quote and the rationale for requesting the change shall accompany any changes proposed by the Contractor. The Contractor's price quote serves as a budgetary estimate of the cost impact. The DTF/MTF shall also provide input as to technical acceptability of proposed contract language changes.

2.4.8 The DTF/MTF Commanding Officer may appoint a TA to assist the COR in executing routine contract administration, monitoring and, surveillance duties. The appointment of all TAs must be in writing and must include the TA's responsibilities and limitations. A copy of this appointment letter shall be provided to the PCO. Before appointment, the DTF/MTF shall assure that all TAs have the appropriate training and experience.

2.5 The CONTRACTING OFFICER'S REPRESENTATIVE (COR) shall:

2.5.1 Attend both the pre-proposal and post-award conferences, if held.

2.5.2 Attend periodic meetings (as necessary) among the PCO, DTF/MTF and Contractor(s) to discuss the status of and performance under the contracts.

2.5.3 Avoid issuing any instructions that would constitute a change to the contract. The COR and Contractor shall not enter into any understanding, agreement, modification, or change order deviating from the terms of the basic

contracts which shall be effective or binding on the Government. If in the opinion of the Contractor, an effort outside the scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. The Contractor shall not act unless the PCO or ACO has issued a written change to the contract. The COR will include, on all correspondence to the Contractor, a declination of authority statement as follows:

"I have neither the authority nor the intent to change the terms or conditions of this contract. This contract can only be changed by a written modification issued by the Contracting Officer. If you believe that I am requesting an effort outside the scope of this contract, promptly notify the Contracting Officer. Additionally, this shall not be construed as an authorization for new work or additional work not already contained in the contract."

2.5.4 Perform as the technical interface between the Government and the Contractor(s) for these contracts. The COR shall provide technical advice or clarification regarding the performance work statement; milestones to be met within the general terms of the contract or specific subtasks of the contract. The COR is the point of contact through whom the Contractor can relay technical questions and problems to the Contracting Officer. The Contractor may also contact the Contracting Officer directly.

2.5.5 Coordinate/facilitate complete and timely credentials submissions between the DTF/MTF and the Contractor using the applicable Professional Affairs Coordinator (PAC) staff at the DTF/MTF. The COR shall provide technical advice or clarification regarding the performance work statement, milestones to be met within the general terms of the contract or specific subtasks of the contract, maintain a method for tracking expiring credentials, and maintain shift schedules. The COR shall inspect the credentials of each contract employee prior to submission to the PAC.

2.5.6 Monitor Contractor performance and progress under the contract. If potentially inefficient or wasteful methods are being used, the COR shall take reasonable and timely action to alert the Contractor and the PCO. Furthermore, the COR shall promptly advise the PCO of any observed continuous and/or substantial deficiencies in the Contractor's performance or other noncompliance with the terms or conditions of the contract. Enclosure (1) is the surveillance plan to be used by the COR to monitor Contractor performance. Deviation from this surveillance plan is only permitted with the prospective approval of the PCO.

2.5.7 In accordance with procedures given in Enclosure 1, Surveillance Plan, promptly issue Contract Discrepancy Reports (CDRs) (Enclosure (2)) to the Contractor to document discrepant performance. The COR shall always obtain the Contractor's response/rebuttal to the CDR, evaluate the acceptability of the response and promptly forward the CDR, Contractor response/rebuttal, and their recommendation to the NAVMEDLOGCOM PCO and Health Care Program Analyst.

2.5.8 Monitor and verify services provided in accordance with Section B of the contract. Keep accurate records of Contractor performance and compare these records with the Wide Area Work Flow (WAWF) invoice or time sheet submitted by the Contractor. The COR shall always use this information as a tool when evaluating Contractor invoices.

2.5.9 Inspect and/or accept the services as the official Government representative.

2.5.10 Use appropriate, contract-specific sampling methods for contract surveillance.

2.5.11 Completely understand contract invoicing requirements. The COR shall process all WAWF Invoices in a timely manner to ensure that prompt payment due dates are met.

2.5.12 Immediately alert the PCO and the ACO of any unusual performance problems. If a corrective action plan is approved by the Contracting Officer, the COR shall monitor the implementation and effectiveness of that corrective action plan. In uncertain situations, the COR shall always seek advice from the PCO and/or ACO, as prudent, before acting.

2.5.13 Continually monitor the quantity of services provided under each CLIN/SLIN and/or task order. Advise the PCO if it appears that service quantities may be exhausted before the end of the performance period, or if quantities of unused hours for services have been ordered but will not be received by the end of the performance period.

2.5.14 Perform administrative duties including all files which support the actions performed as a COR. The COR shall respond to all contract correspondence in a timely manner. Contract files shall include a conforming copy of the contract, all modifications, a conforming copy of the Contractor's Technical Proposal, all surveillance reports, each CDR (including the Contractor's response/rebuttal), any contract-related correspondence, a contract log or COR diary, all telephone conversation and email records, meeting minutes, reports from Government subject matter experts, and Independent Government Cost Estimates.

2.5.15 Take the necessary steps to ensure that Government property furnished to the Contractor is provided in a timely manner and in proper condition for use. The COR shall maintain both inventory and disposition records for all Government furnished property. This inventory/disposition file is coordinated with the ACO. The COR shall ensure that the Contractor returns all Government furnished property or that Government furnished material has been reasonably consumed in the performance of work.

2.5.16 Read and comply with all applicable Standards of Conduct and Conflict of Interest instructions and procedures including annual financial interest filings.

2.5.17 Ensure that the Contractor receives copies of all regulations and/or directives considered appropriate to the services being provided.

2.5.18 Submit information detailing the Contractor's performance to the PCO. A statement indicating performance has been satisfactory along with your request to continue performance would be required prior to the issuance of any Logical Follow On. An annual report on the Contractor's performance will be required 30 days after the end of each performance period. A final report shall be sent to the PCO within 60 days after completion of the contract. The final report shall contain a conclusive statement describing the Contractor's overall performance and an evaluation on the accountability of Government property furnished to the Contractor. Enclosure (3) contains the format for the reports.

2.5.19 Perform other duties, particular to the contract, as may be incorporated into the contract document or as required by the Contracting Officer.

2.6. TECHNICAL ASSISTANT (TA). All requirements for TA duties are reported directly to the COR. At the direction of the COR, the TA shall:

2.6.1 Perform surveillance and identify Contractor deficiencies.

2.6.2 Review contract deliverables, recommending acceptance/rejection, and providing the COR with the documentation to support all recommendations.

2.6.3 Assist the COR in the preparation of the final Contractor performance report using the format and procedures prescribed by the Contracting Officer.

2.6.4 Identify Contractor non-compliance with reporting requirements.

2.6.5 Evaluate Contractor proposals, identifying potential problem areas.

2.6.6 Provide (a) timely input for technical clarifications to the performance work statement, (b) technical direction for the Contractor, and (c) recommendations for CAPs.

2.6.7 Provide detailed written reports of any trip, meeting, correspondence, telephone conversation, email or, anecdotal conversation after any contact between the TA and the Contractor.

Enclosures:

Enclosure 1 - Surveillance Plan

Enclosure 2 - Contractor Discrepancy Report

Enclosure 3 - Report on Contract Performance

Enclosure 1
SURVEILLANCE PLAN

1. INTRODUCTION

1.1 Purpose. This surveillance plan has been developed to aid the Contracting Officer's Representative (COR) in providing effective and systematic surveillance of all aspects of this contract.

1.2 Objective. To ensure that the Contractor is complying with the specifications of the contract by providing quality health care services to eligible beneficiaries.

1.3 Scope. This plan applies to the Dental and Medical contract services. This is a personal services contract. Contract performance will be monitored chiefly through prospective supervision by Navy personnel. Some elements of performance will be monitored by the COR through retrospective surveillance.

2. RESPONSIBILITIES

2.1 The Contracting Officer (KO) at NAVMEDLOGCOM is responsible for negotiating all modifications to contract terms, conditions or amounts.

2.2 The Health Care Program Analyst at NAVMEDLOGCOM serves as the technical agent for coordinating issues among the KO, the DTF/MTF and the COR. The Health Care Program Analyst reviews the COR's contract surveillance and provides feedback to the COR and recommendations to the KO. The Health Care Program Analyst provides technical support to the COR and the KO in preparing modifications. The Health Care Program Analyst also tabulates statistical data.

2.3 The DTF/MTF commanding officer is responsible for establishing and maintaining a system for reviewing and approving correspondence submitted by the COR to NAVMEDLOGCOM.

2.4 The COR is responsible for assuring Contractor performance through audit, documentation and liaison with the KO. The COR shall ensure that copies of all Contractor correspondence and DTF/MTF/COR responses are provided to the KO. The COR must observe the following cautions and limitations:

2.4.1 Do not request or direct the Contractor to do anything that is not expressly stated in the contract.

2.4.2 Do not attempt to control Contractor efforts except as specifically authorized in the contract.

2.4.3 Do not make suggestions or comments that the Contractor could construe as authority to proceed on work not specified in the contract.

2.4.4 Do not request changes that add work or objectives not within the scope of the contract. Seek the advice of the KO.

2.4.5 Do not accidentally generate a basis for a Contractor claim. Communicate with the Contractor in a timely manner.

2.4.6 Exercise diligence in monitoring and documenting the Contractor's performance. When in doubt about any aspect of the contract specifications or the Contractor's performance, seek the advice of the KO or the NAVMEDLOGCOM Health Care Program Analyst.

2.4.7 Bring to the attention of the KO any extraordinary action on the part of the Contractor, i.e., any performance outside the scope of the contract.

2.5 The Government supervisory personnel specified in the Task Order are responsible for providing day-to-day supervision and control of contract personnel. This includes provision of technical guidance, direction, and approval of tasks performed to satisfy requirements of the contract/task order.

3. INSPECTION METHODS. Several methods serve as means for inspecting Contractor performance. Some methods are more appropriate than others are. The COR may use any or all of these inspection methods. Inspection, along with documentation, is vital to ensuring Contractor compliance with contract requirements.

3.1 100% Inspection. This method of surveillance is time consuming, expensive and unrealistic for services performed frequently. However, it is appropriate in critical areas where health and safety are involved and each occurrence of a particular requirement must be examined to determine compliance.

3.2 Surveillance Checklists. Checklists are used for services performed on an infrequent but predictable schedule (e.g., monthly, quarterly, annually, etc.) Any scheduled service that is provided on less than a daily basis can be considered for inclusion on a checklist.

3.3 Random Sampling. Sampling can be an unbiased, comprehensive evaluation of the Contractor's performance while efficiently using limited inspection time. The basis for doing random sampling is MIL-STD-105D, "Sampling Procedures and Tables for Inspection by Attributes". It is based on the statistical concept that an evaluation of randomly chosen occurrences may allow the evaluator to draw conclusions (acceptable/not acceptable) about the universe of occurrences.

3.4 Validated Customer Complaints. Validated customer complaints are the customer's method of documenting problems. The COR will coordinate efforts to acquire, document and validate these complaints. Customer complaints are not used to reject a service, but can be used as further evidence of unsatisfactory performance (e.g. if random sampling shows the specific service is unsatisfactory). When other surveillance continues to show unsatisfactory performance, validated customer complaints can indicate a need to increase surveillance. The COR must have a written validation process for all customer complaints (much like the CDR process). Only validated customer complaints should be forwarded to the Contracting Officer for action. Customer complaints cannot be used in conjunction with other surveillance methods (i.e., partial random sampling plus certain customer complaints) because their occurrences are not truly random.

4. TIME FRAMES FOR MONITORING PERFORMANCE REQUIREMENTS. There are several different time frames for monitoring performance requirements of the contract. Depending upon the specific performance requirement, the COR will monitor activities on a one-time basis, a per occurrence basis, or an ongoing basis.

4.1 One-time Activities. This performance requirement is generally monitored for initial or start-up activities, such as submission and verification of the credentials files.

4.2 Per Occurrence Activities. This activity is one that is monitored at each occurrence. It is often an activity could place a patient at unnecessary risk for which the COR will investigate. Examples of these would include medication errors, impaired providers, or any incidents that resulted in disciplinary action against a Contractor employee.

4.3 Ongoing Activities. This performance requirement is one that must be continually monitored throughout the life of the contract because the requirement itself is ongoing. Examples include a requirement for shift coverage, schedule submissions, meeting attendance, maintenance of personnel qualifications and, documentation of annual training.

5. DOCUMENTATION.

5.1 The need to document each contact between the COR and the Contractor cannot be overemphasized. CORs should understand the procedures that are described in FAR Part 33.2. CORs should remember that the documentation prepared by the COR will be the primary evidence presented by the Government in any litigation, with the Government bearing the burden of proof. This documentation must be thorough, accurate and complete.

5.2 It is important to maintain a record of all other contacts between the COR and the Contractor which reflect normal clinic operations or the services required in the contract. Examples may include schedule submissions, feedback on Contractor credentialing actions, substitution procedures for dental/health care workers, etc. These examples may or may not be a part of routine surveillance, but the COR's ability to reconstruct events will be important if the Government rejects the quality or timeliness of contract services.

5.3 Documentation may include Contract Discrepancy Reports (CDRs), meeting minutes, annotations on surveillance checklists, letters, email, telephone conversation records, memoranda, etc. Results of inspections identifying unsatisfactory Contractor performance must be given to the Contractor for review, comment, and corrective action as appropriate.

5.4 All performance related inspection documentation is an integral part of the contract file and must be stored and maintained accordingly. The COR should maintain a reading file of all correspondence and pertinent documentation.

6. INVOICING PROCEDURES

6.1 At the end of each bi-weekly period of contract performance, the contractor will present the COR with an invoice via Wide Area Work Flow. The COR will inspect the invoice to ensure that it accurately reflects the amount of service provided by the contractor, but will not accept (sign) the invoice if there are any substantial inaccuracies.

6.2 The COR shall coordinate with the supervisor of each clinical area represented on the invoice to determine the accuracy of the service totals included on the invoice. Additional tools which may be available to the COR to confirm invoice amounts are contract employee time clock cards and sign-in/sign-out sheets. Time which is not in some way confirmed through coordination with the applicable supervisor, documented by time clock, documented by time sheet, or confirmed through some other appropriate method available to the COR will not be considered to have been provided.

6.3 If the COR disagrees with the invoiced quantities, the COR shall attempt to promptly resolve the discrepancy with the designated contractor representative. The COR shall return the invoice with a memorandum to the key person, rejecting the invoice as "improper". The memorandum shall state the quantity which the COR considers to be correct (the COR can attach a copy of the government time sheet or other documentation as appropriate). A copy of the invoice and the memorandum shall be retained by the COR. The COR shall encourage the contractor to re-invoice for the correct quantity so that it can be certified correctly.

6.4 CORs may NOT note changes directly on the contractor's invoice, as it will be rejected by DFAS as improper.

6.5 Failure of the contractor to submit invoices in a timely manner, significant or recurring quantity discrepancies on submitted invoices, or failure of the contractor to submit a revised invoice for a billing period, shall be brought to the attention of the KO and the NAVMEDLOGCOM Health Care Program Analyst.

7. CONTRACT DISCREPANCY REPORTS (CDRs)

7.1 The COR shall recognize that CDRs become official records within the contract file and that they have serious implications for overall contract management and relationships. CDRs shall not be the first and only choice for communicating contract issues with the contractor and shall be implemented in accordance with the procedures given below within this Surveillance Plan.

7.2 For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a CDR to the Contractor.

7.3 The COR shall ensure that all inspection data is attached to the CDR. The Contractor cannot be expected to respond to performance deficiencies that are not clearly and specifically identified. A cover memorandum on the

CDR should specify that the Contractor has three working days, or other appropriate deadline, to respond in writing to the COR. At the time the CDR is issued to the Contractor, the COR shall provide a copy of the CDR to the Contracting Officer and to the Health Care Program Analyst.

7.4 Upon return of the CDR package from the Contractor, the COR shall review the Contractor's comments and give careful, objective consideration to the facts and mitigating circumstances documented in the response. The COR shall then make a final written determination and recommendation to the Contracting Officer on the acceptability of Contractor performance and note it on the CDR. The COR shall state why the Contractor's response does or does not have merit. The COR shall prepare the determination, recommendation, and other statements as appropriate along with actions being requested of the Contracting Officer and as much additional documentation as required to support their conclusions and recommendations.

7.5 The COR shall provide the above documentation along with actions being requested of the Contracting Officer and as much additional documentation as required to support their conclusions and recommendations to (1) the Contractor, (2) the PCO, and (3) the Health Care Program Analyst.

7.6 The PCO and Health Care Program Analyst will review CDRs and will advise the COR of the need for any further documentation.

8. COR SURVEILLANCE REQUIREMENTS

8.1 Submission of Credentials. The COR shall inspect the credentials of each contract employee.

8.1.1 The contractor shall submit Individual Credentials Files (ICFs), Individual Professional Files (IPFs), and qualifications packages (for non-credentialed/non-licensed personnel) in accordance with requirements of the contract and BUMEDINST 6320.66 (latest revision).

8.1.2 ICFs and IPFs. The COR will inspect each ICF/IPF for completeness and compliance with contract qualification requirements. Incomplete/incorrect packages will be returned to the contractor under a memo documenting the deficiencies. Complete/correct packages will be forwarded to the Professional Affairs Coordinator (PAC) for formal credentialing action. The PAC will inform the contractor by letter or email upon approval of a package.

8.1.3 Non-credentialed/non-licensed personnel. The contractor shall submit to the COR a package of documents demonstrating the individual's compliance with contract requirements. The COR will review each package and return to the contractor under a memo stating approval or reason(s) for disapproval.

8.2 Orientation. In coordination with the supervisors for whom services are being provided, the COR shall coordinate the availability of appropriate orientation sessions and shall track and maintain records of orientation completed by contractor personnel. The COR shall ensure that all orientation is completed within the timeframes specified in the contract and notify the contractor of deficiencies.

8.3 Background checks for childcare workers. The COR shall ensure the completion by contractor personnel of background check forms, coordinate with appropriate security service to obtain requisite fingerprinting and forwarding of forms to the required law enforcement agencies, and shall maintain a file of completed background checks. The COR shall notify the DTF/MTF chain of command and the contracting officer immediately upon the receipt of an unfavorable background check.

8.4 Maintenance of Credentials.

8.4.1 The COR shall maintain a method for tracking expiring credentials, such as a database or spreadsheet. The method chosen should include at least the guidelines in this paragraph, as best implemented in accordance with DTF/MTF policy. Not less than once per month, the COR shall review the tracking file and identify any credentials due to expire within 2 months. The COR shall notify the contractor of those expiring credentials and shall advise the

contractor that the affected individual will not be permitted on the staffing schedule or to provide service under the contract following expiration of credentials.

8.4.2 The COR shall maintain a record of contractor personnel compliance with health certification requirements of the contract. The COR shall notify the contractor of expired health certifications.

8.5 Contractor Shift Schedules for Personnel For Which Replacement Coverage is Required. The COR will inspect the Contractor submitted schedule for those positions for which coverage is required. The COR shall compare the schedule to the contract requirements, note deficiencies, and inform the contractor of those deficiencies. The contractor shall be required to submit an updated schedule.

8.6 Full-time versus part-time staff. The COR shall ensure that the contractor utilizes only full-time individuals when required by the contract. The COR shall also ensure that the contractor does not utilize part-time personnel in excess of any restrictions imposed thereon by a particular task order. The COR shall coordinate with the respective supervisors to monitor these requirements.

8.7 Personnel substitution. The COR shall monitor contractor compliance with Section H restricting substitution of approved personnel within 30 days following the start of task order services.

8.8 Contract Discrepancy Reports (CDRs). The COR's responsibilities for documentation of contractor performance problems using the CDR (provided by Enclosure 2) are given in paragraph 2.5.7 of this Surveillance Plan. The COR shall maintain close communication with the supervisor(s) of contractor personnel as they will be most aware of day-to-day performance issues which may arise. CDRs shall be completed by the COR, not the supervisor. A CDR shall be completed by the COR in accordance with the Contract Administration Plan whenever there exist unresolved COR surveillance deficiencies or unresolved supervisory issues. Remember that the CDR is presented to the contractor firm's designated representative, not the contractor employee who failed to perform in accordance with the contract. That is not to say that a CDR must be completed every time there is a deviation from contract requirements. The COR or supervisor is better served by attempting to solve performance problems at the lowest level possible and in the least threatening manner possible., not by producing a CDR for every minor infraction. It is best to seek cooperative resolution, and then resort to formal documentation via a CDR if resolution cannot be reached. This approach is not intended as a license to avoid documentation of performance problems; if a problem cannot be expeditiously resolved cooperatively, the CDR process should be invoked. The CDR form is designed to produce a record of both Government and contractor positions. There is no requirement that this form be reduced to hard copy; an electronic copy attached to emails transmitted between representatives is acceptable.

9. SUPERVISOR RESPONSIBILITIES

9.1 The supervisor is the individual Government employee who is responsible for providing the day-to-day direction and control of the activities of the personal services health care worker. The supervisor(s) of contract personnel shall read and retain a copy of the contract and the specific task order under which the supervisor is receiving services. The supervisor shall recognize that the contract/task order protects the interests of both the Government and the contractor/contract personnel and that the contract prescribes duties and responsibilities for both parties.

9.2 This is a personal services contract and provides the supervisor with the ability to direct and control the day-to-day activities of the contract personnel. However, the supervisor shall be cognizant of the overall scope of the contract and the particular duties defined by the contract as being within that scope. The supervisor shall ensure that duties assigned to contract personnel are consistent with the duties prescribed by the contract.

9.3 The supervisor shall be cognizant of their responsibilities for supervision of contract personnel which may differ from their responsibilities regarding supervision of government personnel. This includes assignment of specific work hours; the task order may impose this responsibility on the supervisor or it may reserve work scheduling as a function for the contractor. The same may apply to the administration of leave for contract personnel. The task order will provide specific information regarding these functions and the supervisor shall become familiar with these provisions.

9.4 Under those task orders where the supervisor is responsible for administering leave, it must be noted that contract personnel do not fall under the government personnel system and that their leave balances will not be maintained by a third party. Leave balances must be maintained by the supervisor. It is recommended that the supervisor coordinate with the COR to develop and maintain an effective system (likely a spreadsheet file) to track contractor leave. Further, it is essential that a system be developed between the supervisor and the contract personnel to ensure each is aware of the current balance so to avoid disputes regarding leave amounts accrued and used.

9.5 Regardless of whether the supervisor is responsible for administering leave for contract personnel, it is essential that the supervisor track the amount (hours) of service received from contract personnel. Coordination with the COR on this point is essential. The COR is responsible for certifying contractor invoices as being correct, i.e., representing the actual services received by the government. As the COR will not have day-to-day visibility on each contract site, contract individual, shifts worked, etc., it is absolutely essential that supervisors keep meticulous records of services received and establish a convenient means to transmit accurate, complete records to the COR for use in certifying invoices.

9.6 In general, and always keeping in mind the specific requirements and limitations prescribed by the contract, the supervisor is best served by supervising the contract personnel in the same manner as they supervise the government personnel on their staff. That is, the supervisor should not impose on contractor personnel burdens or privileges which are contrary to those imposed on other staff performing the same function, always, again, keeping in mind the requirements of the contract. When in the slightest doubt regarding this general guidance, the supervisor shall contact the COR for specific guidance and interpretation.

9.7 The supervisor's responsibility for supervision of contractor personnel extends to the normal feedback that should be provided to any employee regarding the quality of their performance. Contractor employees should be informed when they have performed well, or performed poorly (failed to meet contract requirements). Counseling sessions regarding both good performance and poor performance must be documented by the supervisor; this documentation, both positive and negative, creates a critical trail that will be used for future task order award decisions. When counseling sessions for poor performance do not have a positive effect on contractor employee performance, the supervisor must contact the COR. A copy of all counseling sessions must be provided to the COR.

9.8 The supervisor should schedule regular meetings with the COR to discuss contract progress and performance. Performance problems are always most easily handled with early recognition and a consistent corrective action system. Between regularly scheduled meetings, the supervisor should contact the COR immediately upon recognition of contract performance issues. The supervisor should attempt to handle normal day-to-day individual duty performance issues through the normal supervisory methods, but contact the COR when these individual performance issues continue without resolution or when there is a pattern of non-performance across the contract personnel.

Enclosure 2

CONTRACT DISCREPANCY REPORT		
Contract Number:	Contract Clause:	Date:
COR Findings:		
COR (sign and date):		
Contractor Response:		
Contractor Project Manager (sign and date):		
COR Determination/Recommendation:		
COR (sign and date):		

Enclosure 3
REPORT ON CONTRACT PERFORMANCE

Company or Individual's Name: _____
(IF CONTRACT IS WITH INDIVIDUAL STATE THEIR NAME)
(IF CONTRACT IS WITH A COMPANY STATE THE COMPANIES NAME)

Contract number: _____

Type of service: _____

Reporting period: _____

COR/technical liaison: _____
telephone no: _____

Supervisor of HCW: _____
telephone no: _____

Report prepared by: _____
telephone no: _____

Definitions:

"Contractor" means the entity (business or individual) that has the legal duty to perform the contract.

"HCW" means the "Health Care Worker" who is providing the service.

Note: In contracts with individuals, the Contractor is also the HCW.

	QUALITY OF SERVICE	YES	NO	N/A
1.	Was any HCW the subject of a validated patient complaint? If yes explain:			
2.	Was any HCW the subject of an occurrence report? If yes explain:			
3.	Did the HCW(s) interact and take direction in accordance with the contract, clinical standards, and protocol? If no, explain:			
4.	Did the HCW maintain productivity and quality comparable to that of other HCWs assigned the same scope of services? If no, explain:			
5.	Were all services provided as dictated by the terms of the contract? If no,			

	explain:			
6.	Were there any other documented problems with the quality of the services provided by an HCW? If yes, explain:			
7.	Have any HCWs been cited for commendable performance? If yes, explain:			
8.	Have any contract HCWs performed in an exemplary manner? If yes, explain:			
9.	Additional comments on Quality of Service provided:			

	SCHEDULE	YES	NO	N/A
10.	Did the Contractor submit complete credentials file/professional file information on time? If no, explain:			
11.	Did the health care workers begin performance on the date and time scheduled? If no, explain:			
12.	Did any HCW miss a shift without approved leave? If yes, explain, including number of shifts missed:			
13.	Did the Contractor submit invoices on time and in accordance with the contract? If no, explain:			

14.	Did any HCW request excessive unplanned absences during the contract year? If yes, explain. Did the absences affect work accomplishment? How many unplanned absences were there?			
15.	Did any HCW request leave without pay (LWOP) during the performance period? If yes, what were the circumstances? Did the LWOP affect work accomplishment?			
16.	Was leave requested and used in accordance with the contract? If no, explain:			
17.	Was any HCW habitually late to work? If so, how many times?			
18.	Additional comments on the Schedule of services:			

	MANAGEMENT OF KEY PERSONNEL	YES	NO	N/A
19.	Did the HCWs meet the minimum qualifications in the contract? If no, explain:			
20.	Did any of the HCWs exceed the minimum qualifications stated in the contract in a way that was beneficial to the Navy? If yes, explain:			
21.	Did the Contractor experience turnover of HCWs during the period? Was it excessive? If yes, describe the circumstances. What was the ratio of HCW turnover to total HCWs on the contract (e.g., 2 replacement hires out of a staff of 20 = $2/20 = 10\%$)?			

22.	If yes to 21 above, state the average amount of time taken for substitution of personnel from the date that one HCW left contract? Number of days:			
23.	Did the Contractor submit complete qualification packages for substitutions? If no, explain:			
24.	Were all HCW maintenance requirements (licensure, BLS, etc.) kept current during the reporting period? If no, explain:			
25.	Did any HCW experience problems obtaining pay or benefits from the Contractor during the reporting period? If no, explain:			
26.	Additional comments on the Management of Key Personnel:			

	BUSINESS RELATIONSHIPS	YES	NO	N/A
27.	Is the Contractor responsive to your questions and concerns? If no, explain:			
28.	Does the Contractor conduct business in a professional and courteous manner? If no, explain:			
29.	Additional comments on Business Relationships:			