

**Performance Work Statement (PWS)  
Air Force TeleMental Health (TMH) Projects  
Virtual Reality Clinical Training & Equipment**

**15 August 2008**

**1.0 Introduction**

The Office of the Air Force Surgeon (AF/SG), Telehealth Branch (AF/SGR) is acquiring training support services for the development and delivery of Therapist Clinical Training for treatment of Wounded Warriors (WW) with Psychological Health (PH) and Traumatic Brain Injury (TBI) and Post Traumatic Stress Disorder (PTSD) using Virtual Reality (VR) Technology. The functions performed as a part of this scope of work are generally not considered inherent government functions (FAR Subpart 7.503 (c)).

**2.0 Background**

Virtual Reality Therapy, VR, has its foundation in two well established forms of psychotherapy, cognitive-behavioral therapy, (CBT) and exposure therapy or systematic desensitization. However, unlike CBT and exposure therapy which rely on the patient/subject's ability to recall the incident that caused anxiety or trauma, VR creates a visual and audio scenario which closely resembles the original stimuli. In doing so, the patient/subject is exposed to increasing levels of anxiety producing scenarios while maintaining a sense of mastery while in the stimuli.

VR is a tool that can be used by trained clinicians for treatment or assessment of psychological and physical disorders. Examples of clinical applications that use VR include treatment of anxiety disorders, to include phobias and post-traumatic stress disorder. One of the advantages of VR is that it allows more control for the therapist in conducting exposure therapy. Ideally, the exposure should be repeated so that the individual can confront the fear numerous times. Then gradually the individual should confront the fear in increasingly more anxiety producing steps while managing the fear and anxiety. Thus, there is a hierarchy of stimuli presented during the exposure leading to systematic desensitization of the original stimuli.

The requirements contained in this PWS are urgently needed to provide adequate treatment for our Wounded Warriors returning from the battlefields of Iraq and Afghanistan. This project is receiving attention and oversight from the highest levels including monthly congressional reviews of status. The identification of sources that are readily prepared to meet the requirements is essential to getting timely treatment to beneficiaries across the military services.

**3.0 Scope**

**3.1** The scope of this contract is for the contractor to deliver a turn key VR system (including hardware and software components) and a course of instruction to therapists assigned to Air Force Medical Treatment Facilities that covers the history of VR and mental health applications

with an emphasis on anxiety applications, and the use of Virtual Reality for treatment of Wounded Warriors (WW) with Psychological Health (PH) and Traumatic Brain Injury (TBI) and Post Traumatic Stress Disorder (PTSD).

**3.2** The VR systems will be located at the following 8 sites listed below:

- 89<sup>th</sup> MDG, Malcolm Grow Medical Center, Andrews AFB, Maryland
- 60<sup>th</sup> MDG, David Grant Medical Center, Travis AFB, California
- 59<sup>th</sup> MDG, Wilford Hall Medical Center, Lackland AFB, Texas
- 88th MDG, Wright Patterson Medical Center, Wright Patterson AFB, Ohio
- 3rd MDG, Elmendorf AFB, Alaska
- 305th MDG, McGuire AFB, New Jersey
- 96th MDG, Eglin AFB, Florida
- 1st MDG, Langley AFB, Virginia

**3.2.1** The government reserves the right to change or decrease site locations should mission requirements or operational needs change.

**3.3** The VR system platform will consist of the following items:

- 2 Computers – Graphics Processor, sound card, monitor, etc, warranty
- Vibration Platform, Audio Amplifier, Cabling
- Head Mounted Device (HMD), cabling and accessories
- Scent System
- VR Scent Pallets
- Virtual Iraq Software, support, and updates
- Content Scenarios
- Updates, if any, for 1 year
- Onsite setup and orientation
- Systems and operations support, updates and training beyond year 1
- Delivery and installation of the VR systems shall be completed within 90 days after contract award

**3.4 Virtual Reality Specifications** The following specifications are the minimum specifications which a vendor must meet to stand up a turn-key system.

**3.4.1** The Virtual Reality system must include two (2) PC based computers connected via cable in controller-client relationship. This connection allows real time selection of multiple

stimuli from a controlling machine and corresponding display on the client machine.

**3.4.2** The patient visual display or head mounted device (HMD) should be provided through a low cost (e.g., <\$1500), medium resolution (e.g. 800x600) multi-color, HMD that includes rotational tracking and audio capability. Movement through the multiple VR worlds is accomplished via a commercial game pad device.

**3.4.3** The system must have integrated control of a USB driven olfactory system to deliver olfactory stimulus under therapist control and provide vibro-tactile stimulus via a VR platform system that allows separate control of the strength of the stimulus. Audio stimulus must be delivered to the user from the therapist.

**3.4.4** A real-time, therapist driven control system must be available to enhance the flexibility of the systems multiple scenarios for use in a 10 session prolonged exposure based therapeutic applications instead of a preprogrammed scenario driven selection of events.

**3.4.5** Such a system must include documentation of open license run time access to scenarios, and possess efficacy data from prior clinical trials. Options for ongoing technical support, installation and some training on the software would also be desirable.

**3.4.6** A helmet with the HMD visual display connected through the night vision mount.

**3.4.7** A rubber rifle with a joystick for use in an urban environment.

**3.4.8** Ability for therapist to monitor physiological response of patient to stimuli in the virtual environment.

**3.4.9** PC-Based Station and interface for Therapist - 2 PC based stations (1 GB RAM & 128 MD Direct X 9 - Compatible 3D Graphic Card) - one for Therapist applications & one for HMD / orientation tracker.

**3.4.10** Scenarios should include ability to re-create range of activities encountered in combat in Iraq, Afghanistan and Kuwait including HUMVEE's, Street Scenes, Medical/Police scenarios, Aftermath of Homicide Bombings in Civilian Settings, helicopters w/Medics and Wounded Warriors.

**3.4.11** Scenarios need to be reconfigurable so that therapist can build new scenarios, smell, manipulating scenery, sounds, time-of-day, weather, etc.

**3.4.12** System should include Service specific uniforms and equipment (Army & Air Force).

**3.4.13** Scenarios should include appropriate stimuli for culturally appropriate sounds, weapons effects, visuals and have the ability to expand with time.

**3.5 Equipment Maintenance Requirements.** One (1) year equipment maintenance shall be included in the vendor's proposal and the maintenance period will start after equipment is installed at each site. Maintenance will include troubleshooting, replacing faulty parts, equipment repairs/replacement. The Contractor shall respond to, and resolve, all maintenance requests within 24 hours of receiving a service request within all sites (Section 3.2) time zones. In addition, the Contractor shall maintain a service call log showing time call was received and time service was completed. The Log shall be provided to the QAP monthly.

**3.6 Training Schedules.** Initial training shall be accomplished within 90 days after contract award and shall include instruction for 32 attendees trained at a central location (Madigan Army Medical Center). Post-training supervision shall be accomplished within six months of and include supervision of two complete cases of treatment using this VR system.

**3.7 Option Years Schedules.** At the end of the base contract year, the Government intends to evaluate if sufficient funds are available to exercise the ensuing option year. It is anticipated that two additional sites will come on line in the second option year. This process will be repeated at the end of each option year should the Government decide to exercise the option year. As a result of this end of year decision process, the Government requests that the contractor provide a Rough Order of Magnitude (ROM) estimate identifying the approximate costs to cover a base year plus 4 one year option effort:

- Option Year 1 = Training + 1 year Equipment Maintenance Support + Phobia Package Enhancements
- Option Year 2 = Training + 2 additional sites + 1-year Equipment Maintenance Support + Content Enhancements & Phobia Package Updates
- Option Year 3 = Training + 1-year Equipment Maintenance + Equipment Refresh – Over 3 years (1/3) + Content Enhancements & Phobia Package Updates
- Option Year 4 = Training + 1-year Equipment Maintenance + Equipment Refresh – Over 3 years (2/3) + Content Enhancements & Phobia Package Updates

**3.6.1** Training requirements for the option years shall be based on a minimum class size of eight attendees and a maximum class size of 40 (assuming 2 additional MTFs come on line in Option Year 2) attendees. One class will be conducted each year and the Government QAP will coordinate the date, location and number of students with the Contractor.

**3.6.2** Equipment maintenance requirements for the option years shall be based on Section 3.5. For Option Year 2, the number of sites requiring maintenance will increase from 8 to 10 sites

#### **4.0 Performance Requirements**

**4.1** The Contractor shall provide those services, personnel, materials, to perform the tasks identified below. The Contractor shall cover the history of VR and mental health applications with an emphasis on anxiety applications, and present training on the use of Virtual Reality to therapists assigned to Air Force Medical Treatment Facilities.

**4.2 Project Kickoff Meeting** The Contractor shall meet with the Government to conduct a project ‘kick-off’ meeting before the start of any on-site work. The Government will coordinate the actual date, time, and location. The purpose of this meeting is to allow the prime vendor and sub-contractors (if the prime vendor wishes them to attend) to introduce themselves, review project communication flow, brief all planned efforts, timelines and to address any questions/concerns. The Government will provide ground rules for working on military installations worldwide and to address any questions/concerns. The Government will provide the Quality Assurance Checklist at kick-off meeting.

**4.3 Equipment Training** The Contractor shall provide training on the set-up and use of all equipment and system operation following system installation. Hands-on training shall be provided on the same day of installation, to the therapists and other staff members at each of the sites listed in Section 3.2 of this PWS.

**4.4 VR Clinical Training** The Contractor shall provide a course of instruction that will provide clinicians with an academic and practical experience that will enable participants to use Virtual Reality Exposure Therapy (VRE) using this VR system within their practices.

**4.4.1** The Contractor shall present the rationale for VRE and indications/contraindications along with empirical Support and presentation of case study of active duty (VRE for PTSD).

**4.4.2** The Contractor shall present an overview of VRE protocol and provide associated questions and answers to participants.

**4.4.3** The Contractor shall conduct VRE in session with the trainees participating through role plays.

**4.4.4** The Contractor shall present a minimum of one PTSD case study involving active duty VRE followed by discussion and a question and answer session addressing the case history.

**4.4.5** The Contractor shall discuss issues involved in VRE implementation with coverage of, at least, the following topics:

- a. Cultural Competence
- b. Using PE and VR in Research vs. Clinical Settings
- c. Training and Supervision
- d. Ethical Issues
- e. Adaptation of VRE and PE for special populations (e.g., TBI)

**4.4.6** The Contractor shall train the government trainees on hardware set-up, use, and troubleshooting through the use of breakout groups, role-plays, and practice.

**4.4.7** The Contractor shall incorporate the scenarios from the “Virtual Iraq” software tool developed by the University of Southern California under funding provided by the Office of Naval Research, or provide a comparable training tool.

**4.4.8** The Contractor shall maintain training attendance records and collect student critiques from trainees as they complete training. Completed training attendance records, and student critiques shall be maintained by the Trainer, in either electronic or paper file, and shall be available to the QAP within 2 duty days of request.

**4.4.9** The Contractor shall support VR training tools, software installs, and upgrades as required to facilitate training the therapist staff at each MTF.

**4.4.10** The Contractor shall prepare classroom, facilities, and necessary equipment for VR training. Support shall be provided in sufficient time to permit scheduled delivery of training.

**4.4.11** The Contractor shall work directly with the Project Manager and QAP to ensure both MTF and specific TeleHealth user training needs identified in this PWS are met.

**4.4.12** The Contractor shall maintain communication with the QAP, Program Manager and/or MTF POC regarding all issues pertinent to support and training.

**4.4.13** The Contractor shall participate in weekly conference calls with the QAP and/or Program Manager to provide status, identify problem areas, and recommend possible solutions.

**4.4.14** The Contractor shall maintain communication with the TeleHealth Project Manager by e-mail and teleconferences in order to coordinate best practices and guidelines across Trainers for use at AF MTFs.

**5.0 Pre-Training Preparation** The Contractor shall provide materials for reading assignments which will be distributed by the Contractor several weeks prior to in-person training to allow trainees to read in advance. Optional reading will be provided as well.

**5.1 Required reading assignments will include:**

a. Foa, E. B., Hembree E. & Rothbaum, B. O. (2007). Prolonged Exposure Therapy for PTSD: Emotional Processing of Traumatic Experiences, Therapist Guide. New York. Oxford University Press.

b. Rothbaum, B. O., Foa, E. B., & Hembree E. (2007). Reclaiming Your Life from a Traumatic Experience: Client Workbook. New York. Oxford University Press.

c. Gerardi, M., Rothbaum, B.O., Ressler, K., Heekin, M., & Rizzo, A. (in press). Virtual Reality Exposure Therapy Using a Virtual Iraq: Case Report. Journal of Traumatic Stress.

d. Rizzo, A. Graap, K. & Rothbaum, B.O. (2007). Virtual Reality Exposure Therapy for war veterans. In C. R. Figley & W. P. Nash (Eds.) *Combat and Operational Stress Management: Theory, Research, and Practice*.

e. Rizzo, A.A., Graap, K., Perlman, K., Mclay, R.N., Rothbaum, B.O., Reger, G., Parsons, T., Difede, J., & Pair, J. (in press). Virtual Iraq: Initial Results from a VR Exposure Therapy Application for OIF/OEF Combat-Related Post Traumatic Stress Disorder. In J.D. Westwood et al. (Eds.), *Studies in Health Technology and Informatics*. Amsterdam, NL: IOS Press.

f. Difede J, Cukor J, Jaysinghe N, Patt I, Jedel S, Giosan, G, Spielman L, Hoffman H. (2007). Virtual Reality Treatment for PTSD following September 11, 2001. *Journal of Clinical Psychiatry*, 68, 1639-1647.

g. Difede J, Malta LS, Best S, Henn-Haase C, Metzler T, Marmar C. (2007). A Randomized Controlled Clinical Treatment Trial for WTC-Related PTSD in Disaster Workers, *JNMD*, 195, 861-865.

h. Difede, J., Roberts, J., Jayasinghe, N., & Leck, P. (2006). Evaluation and treatment of emergency services personnel following the World Trade Center attack. In Y. Neria, R. Gross, R. Marshall, & E. Susser (Eds.), *September 11, 2001: Treatment, Research and Public Mental Health in the Wake of a Terrorist Attack*. New York: Cambridge University Press.

## **5.2 Optional readings will include:**

a. Rizzo, A.A. & Kim, G. (2005). A SWOT analysis of the field of Virtual Rehabilitation and Therapy. *Presence: Teleoperators and Virtual Environments*. 14(2), 1-28.

b. Rizzo, A.A., Schultheis, M.T., & Rothbaum, B.O. (2002). Ethical issues for the use of virtual reality in the psychological sciences. In S. Bush & M. Drexler (Eds.), *Ethical Issues in Clinical Neuropsychology*. Lisse, NL: Swets & Zeitlinger Publishers. pp. 243-280.

c. Parsons, T. & Rizzo, A.A. (in press). Affective Outcomes of Virtual Reality Exposure Therapy for Anxiety and Specific Phobias: A Meta-Analysis. *Journal of Behavior Therapy & Experimental Psychiatry*.

## **6.0 Post-Training Supervision:**

- a. The Contractor shall provide case supervision through the completion of two PTSD cases (up to 24 sessions) for each trainee. The contractor will provide a web-based supervision system that will allow video-recorded therapy sessions to be viewed by both therapist and supervisor. This system must be HIPAA compliant and compatible with AFMS Information Assurance requirements. If such a web-based system cannot reside on the AF network (due to Air Force requirements) then the contractor will conduct this supervision by viewing the sessions on DVD. All DVDs or recorded sessions will be disposed of in a manner that guarantees patient privacy (time frame to be negotiated between contractor and psychology community upon award of contract).
- b. The Contractor shall provide weekly verbal feedback to the trained clinician.

- c. The Government will be responsible for obtaining “informed consent” from the patient before conducting the session.
- d. The contractor shall perform a once monthly group conference call for all clinical trainees to discuss clinical issues and troubleshoot. These will continue until all clinicians have seen 2 cases and been approved by their trainer to practice independently, or for 6 months, whichever comes first.
- e. In addition, once monthly, the supervisors, contract trainers, QAP and Telehealth Support Manager will have a group conference call to discuss trainees’ supervision and progress.
- f. Completion of successful training will be documented with a final written evaluation provided to the QAP by the certified trainer.

## **7.0 Deliverables**

**7.1** The Contractor shall provide a user manual for both therapeutic techniques and VR System.

**7.2** The Contractor shall provide documentation of open license for run time access to scenarios.

**7.3** The Contractor shall provide a monthly report in Microsoft Word Version 2003 to the designated Quality Assurance Person (QAP) detailing the number of trainees trained, the number of training hours accomplished and any problem areas encountered along with the solution applied.

**7.4** The Contractor shall deliver all training records, critiques and training materials to the QAP within 15 days after completion of the final training session.

**7.5** The Contractor shall return DVDs/tapes used for the post-training sessions to the Government QAP within 7 days of completion of training.)

**7.6** The contractor shall provide a final letter on company letterhead confirming satisfactory completion of all assigned tasks. Final letter is due to the QAP NLT 10 days after successful completion of the post training.

## **8.0 Place of Performance**

**8.1** The VR systems will be located at the following 8 sites listed below:

- 89<sup>th</sup> MDG, Malcolm Grow Medical Center, Andrews AFB, Maryland
- 60<sup>th</sup> MDG, David Grant Medical Center, Travis AFB, California
- 59<sup>th</sup> MDG, Wilford Hall Medical Center, Lackland AFB, Texas
- 88th MDG, Wright Patterson Medical Center, Wright Patterson AFB, Ohio
- 3rd MDG, Elmendorf AFB, Alaska

- 305th MDG, McGuire AFB, New Jersey
- 96th MDG, Eglin AFB, Florida
- 1st MDG, Langley AFB, Virginia

**8.1.1** The government reserves the right to change site locations should mission requirements or operational needs change.

**8.2** The Clinical Applications Training shall be accomplished at the US Army Madigan Medical Center located in Fort Lewis, Washington.

**8.3** On site equipment training will be performed at the time of installation at each MTF.

**9.0 AF/SGR Point of Contact (POC) Information**

**Name:** Lt Col Timothy Lacy  
**Title and Organization Code:** Chief, Telehealth and Enterprise Imaging Branch  
**DSN Phone Number:** 761-6167  
**Comm. Phone Number:** (703) 681-6167  
**Fax Number:** (703) 681-6152  
**Location:** Skyline 3, 5201 Leesburg Pike, Falls Church, VA 22041

**10.0 COR/QAP Designation Contact Information**

**Name:** Major Tera Carter  
**Title and Organization Code:** Deputy Chief, Telehealth and Enterprise Imaging Branch  
**DSN Phone Number:** 681-6330  
**Comm. Phone Number:** (703) 681-6330  
**Fax Number:** (703) 681-6152  
**Location:** Skyline 3, 5201 Leesburg Pike, Falls Church, VA 22041

**11.0 PROPRIETARY INFORMATION**

The Contractor shall abide by all Government and DoD regulations regarding the promulgation and use of proprietary information. The Government retains the right to all intellectual property produced in the course of this task. All documentation developed or acquired by the Contractor in support of the project, and any modifications thereto, remain the property of the Government.

**12.0 Privacy Act** The Contractor shall comply with DOD 5400.11R (May 2007) and will be held accountable, to include any costs associated with a breach of personally identifiable information, caused by the Contractor.)

**13.0 Health Insurance Portability and Accountability Act (HIPAA)**

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

HIPAA is comprised of several different sections, each to be implemented by the Dept. of Health and Human Services. The AFMS and its components are specifically listed as covered entities (CE) under HIPAA. Currently, HIPAA Privacy and Security Rules, as set forth in the Code of Federal Regulations, are in effect for all AFMS CEs. The specific implementation of HIPAA Privacy for DOD medical facilities is set forth in DOD 6025.18-R, and for HIPAA Security, the requirements for the AFMS are contained in DOD 8580.02-R and AFI 41-217, which also contains additional Information Assurance requirements. DOD 6025.18-R, DOD 8580.02-R and AFI 41-217 are incorporated herein by reference. AFMS organizations are responsible to insure overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered into or amended after the respective implementation dates.

IAW these regulations, the Contractor and its employees meet the definition of Business Associate. Therefore, a Business Associate Agreement is required by law to comply with both the HIPAA Privacy and Security regulations. This clause serves as that agreement for this contract, whereby the Contractor and its employees agree to abide by all HIPAA Privacy and Security requirements regarding health information as defined in this clause, DOD 6025.18-R, DOD 8580.02-R, and AFI 41-217. Additional HIPAA requirements will be addressed when implemented.

### Introduction

(a) *Definitions.* As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DOD 6025.18-R, DOD 8580.02-R or AFI 41-217.

*Individual* has the same meaning as the term “individual” in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

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

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

*Electronic Protected Health Information* has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

*Required by Law* has the same meaning as the term “required by law” in 45 CFR 164.501 and 164.103.

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

*Security Rule* means the Health Insurance Reform: Security Standards at 45 CFR part 160,162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.

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

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

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

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

(f) The Contractor agrees to report to the Government any security incident involving protected health information of which it becomes aware.

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

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

(i) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

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

(k) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at

the request of the Government or an Individual, and in the time and manner designated by the Government.

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

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

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

### **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, DOD 6025.18-R, the HIPAA Security Rule, or DOD 8580.02-R if done by the Government.

### **Specific Use and Disclosure Provisions**

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

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

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

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

## **Obligations of the Government**

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

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

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

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

## **Permissible Requests by the Government**

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, DOD 6025.18-R, the HIPAA Security Rule, or DOD 8580.02-R, if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

## **Termination**

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

(b) Effect of Termination.

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

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

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

## **Miscellaneous**

(a) Regulatory References. A reference in this Clause to a section in DOD 6025.18-R, HIPAA Privacy Regulation or DOD 8580.02-R, HIPAA Security Regulation or any CFR or AFI provisions means the section as currently in effect or as amended, and for which compliance is required.

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

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18-R, the CFR HIPAA Privacy Rule, DOD 8580.02-R, the CFR HIPAA Security Rule and AFI 41-217.

## **14.0 Travel**

Trainers will be required to travel to Madigan Army Medical Center, Fort Lewis Washington, to conduct the training. All travel shall be reimbursed in accordance with the Joint Travel Regulations (JTRs). The Contractor shall provide a travel budget for an estimated number of trainers from different localities for one time travel based on the JTR and PWS requirements.

## **15.0 Period of Performance**

The period of performance for this contract is one base year from date of contract award with four one-year options.

## **16.0 Services Summary**

## PERFORMANCE THRESHOLDS

The contractor service requirements are summarized into performance objectives that relate directly to mission-essential items. These thresholds are critical to mission success and are provided below:

<b>PWS Task</b>	<b>Performance Objective</b>	<b>Standard</b>	<b>Surveillance/ Assessment Method/Measure</b>	<b>Remedy</b>
Para 7.3	Monthly Status Reports indicating contractors' progress in meeting the training requirements, issues and proposed resolutions and trainee feedback.	Submitted in Microsoft Word 2003 version.	Contractor submits reports, monthly, on time 95% of the time, reports are technically accurate and comprehensive. Other 5% submitted within 3 days of requirement.	Noted discrepancies must be fixed within 3 business days of notification from the Quality Assurance Personnel (QAP) without any additional cost to the government.
Para 4.3 thru 4.2.14	Quality of Training	Trainees are able to describe the theoretical foundation of VRE; Describe the empirical support for exposure therapy, in general, and VRE in particular; Describe the practical techniques to be used in VRE; Set up computer and related hardware required to conduct VRE and execute basic troubleshooting; Describe an ethical approach to executing VRE as an emerging therapy.	The Government will evaluate each trainee's ability to meet the performance standard of 85% through application in a clinical setting. Trainees which successfully meet the requisite performance standards of 85% will be issued a Certificate of Successful Completion. Trainee's who do not achieve the requisite performance standard of 85% must continue participating in the monthly conference calls with the training experts until the performance standard is achieved. Additionally, each trainee will complete a	Noted discrepancies must be fixed within 5 business days of notification from the QAP without any additional cost to the government.

			satisfaction survey geared at identifying the efficacy of the completed training	
Para 4.3 thru 4.2.14	Responsiveness	The Contractor shall provide a training plan identifying course content to meet performance requirements in Section 4.0, within 30 days after contract award.	The QAP will review the training plan to assure compliance with the performance requirements in section 4.0.	Noted discrepancies must be fixed within 2 days of notification from the QAP without any additional cost to the government.
Para 4.3 thru 4.2.14	Timeliness	The Contractor shall complete the initial training within 60 days after contract award.	The QAP will monitor the scheduling and completion of training in accordance with the standard.	Noted discrepancies must be fixed within 2 days of notification from the QAP without any additional cost to the government.
Para 3.5 & 3.7	Equipment Maintenance Support	The Contractor shall respond to, and resolve, all maintenance requests within four hours of receiving a service request. In addition, the Contractor shall maintain a service call log showing time call was received and time service was completed. The Log shall be provided to the QAP monthly.	The QAP, or alternate, will monitor compliance with maintenance help desk service requirements by reviewing the service call log.	Noted discrepancies must be fixed within 3 days of notification from the QAP without any additional cost to the government.