

Buenos Aires, Argentina
March 22, 2010

Dear Prospective Offeror:

SUBJECT: Solicitation Number S-AR200-10-R-0059

The Embassy of the United States of America invites you to submit a proposal for customized Health Insurance Service for Locally Engaged Staff. .

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received or downloaded the solicitation package from <http://argentina.usembassy.gov> are invited to attend. See Section L of the attached Request for Proposals (RFP).

Your proposal must be submitted in a sealed envelope on or before 12:30 hours on **April 30, 2010** to the following address:

Embassy of the United States of America
General Service Office (S-AR200-10-R-0059)
Colombia 4300
(C1425GMN) Ciudad Autónoma de Buenos Aires
Argentina

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33;
2. Section B, Pricing Schedule in B.2;
3. Section B, Retention Amounts in B.3;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L;

Direct any questions regarding this solicitation to Alejandro M. Saborido Battaglia by letter or by e-mail to saboridobam@state.gov

Please note: proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than those stated in the solicitation may be deemed technically unacceptable.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,
Richard H. Glenn
Contracting Officer

HEALTH INSURANCE SERVICES
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SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. S-AR200-10-R-0059		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED 03/22/2010	6. REQUISITION/PURCHASE NO.
7. ISSUED BY American Embassy Colombia 4300 Fax:011-5777-4220				CODE		8. ADDRESS OFFER TO (If other than item 7)	
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in until <u>12:30</u> local time April 30, 2010 (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Richard H. Glenn Alejandro M. Saborido Battaglia		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 011 NUMBER5777-4607		C. E-MAIL ADDRESS BuenosAires-GSO@state.gov	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.							

**SECTION B
PART I PRICE - HEALTH INSURANCE**

B.1. HEALTH INSURANCE SERVICES

The Contractor shall provide the Health Insurance services to employees of the Government of the United States of America in Argentina as described in Section C and the Exhibits in Section J. The groups of employees who shall be provided this insurance are listed in C.6. This insurance shall be provided in accordance with Section C and the Exhibits in Section J.

B.1.1. Official Residence Expense (ORE) Staff are included under this contract only as a rider; the Contractor shall bill the Chief of Mission and Deputy Chief of Mission (for ORE Staff) separately, at the rates specified below. See Section C.6.2 and G for billing procedures.

B.1.2. The US Government local retirees, hereinafter referred to as “retiree”, are included under this contract only as a rider on voluntary base. The contractor shall offer retirees the option of subscribing to the coverage described in this contract as stated in section C.17. The contractor shall bill those retirees who decide to join the health plan directly, at the rates stated below.

B.2. PRICES

This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates (in local currency) for the health insurance services as specified in Section C and Exhibit A of Section J are as follows:

Annual rates per employee: Offerors shall fill a unit rate per employee in column (b) for each of the categories listed below. The unit rate per employee should reflect the total retention for that category, including commissions, administrative fees, taxes, etc. Offerors should then multiply the unit rate in column (b) by the estimates number of employees in the category as provided in column (a), the resulting total premium to be completed in column (c). Finally, offerors should enter each category total in the Summary Base Year to obtain the total price for base year.

B.2.1. USG EMPLOYEES (See Section C.6.1)

B.2.1.1 BASE YEAR.				
CATEGORY A: SINGLE FEMALE EMPLOYEES Base year				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		

21-30 years	0	14		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	6		
	1	1		
	2	1		
	3	0		
	4+	0		
41-50 years	0	8		
	1	3		
	2	2		
	3	1		
	4+	0		
51-65 years	0	6		
	1	3		
	2	1		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		49		

CATEGORY B: SINGLE MALE EMPLOYEES Base year				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	5		
	1	1		
	2	1		
	3	0		

	4+	0		
31-40 years	0	7		
	1	0		
	2	0		
	3	0		
	4+	0		
41-50 years	0	6		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	3		
	2	2		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		26		

CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) Base year				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	3		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	5		

	1	9		
	2	18		
	3	3		
	4+	2		
41-50 years	0	4		
	1	7		
	2	23		
	3	8		
	4+	7		
51-65 years	0	11		
	1	15		
	2	13		
	3	1		
	4+	0		
>65 years	0	2		
	1	3		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		136		

SUMMARY BASE YEAR	Adjusted Total Premium
CATEGORY A; SINGLE FEMALE EMPLOYEES:	
CATEGORY B: SINGLE MALE EMPLOYEES:	
CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)	
TOTAL PRICE FOR BASE YEAR (CATEGORIES A + B + C)	

B.2.1.2. OPTION YEAR 1

**CATEGORY A:
SINGLE FEMALE EMPLOYEES**

option year 1				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	14		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	6		
	1	1		
	2	1		
	3	0		
	4+	0		
41-50 years	0	8		
	1	3		
	2	2		
	3	1		
	4+	0		
51-65 years	0	6		
	1	3		
	2	1		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		49		

**CATEGORY B:
SINGLE MALE EMPLOYEES
option year 1**

Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	5		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	7		
	1	0		
	2	0		
	3	0		
	4+	0		
41-50 years	0	6		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	3		
	2	2		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		26		

CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) option year 1				
		Estimated Number of Employees in		Total Premium

Employee Age	Children	Category (c)	Unit rate (b)	(axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	3		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	5		
	1	9		
	2	18		
	3	3		
	4+	2		
41-50 years	0	4		
	1	7		
	2	23		
	3	8		
	4+	7		
51-65 years	0	11		
	1	15		
	2	13		
	3	1		
	4+	0		
>65 years	0	2		
	1	3		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		136		

SUMMARY OPTION YEAR 1	Adjusted Total Premium
CATEGORY A; SINGLE FEMALE EMPLOYEES:	

CATEGORY B: SINGLE MALE EMPLOYEES:	
CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)	
TOTAL PRICE FOR BASE YEAR (CATEGORIES A + B + C)	

B.2.1.3. OPTION YEAR 2				
CATEGORY A: SINGLE FEMALE EMPLOYEES option year 2				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	14		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	6		
	1	1		
	2	1		
	3	0		
	4+	0		
41-50 years	0	8		
	1	3		
	2	2		
	3	1		
	4+	0		
51-65 years	0	6		
	1	3		
	2	1		
	3	0		

	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		49		

CATEGORY B: SINGLE MALE EMPLOYEES option year 2				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	5		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	7		
	1	0		
	2	0		
	3	0		
	4+	0		
41-50 years	0	6		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	3		
	2	2		
	3	0		
	4+	0		
>65 years	0	1		

	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		26		

CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) option year 2				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	3		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	5		
	1	9		
	2	18		
	3	3		
	4+	2		
41-50 years	0	4		
	1	7		
	2	23		
	3	8		
	4+	7		
51-65 years	0	11		
	1	15		
	2	13		
	3	1		
	4+	0		
>65 years	0	2		
	1	3		
	2	0		
	3	0		

	4+	0		
CATEGORY TOTAL:		136		

SUMMARY OPTION YEAR 2	Adjusted Total Premium
CATEGORY A; SINGLE FEMALE EMPLOYEES:	
CATEGORY B: SINGLE MALE EMPLOYEES:	
CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)	
TOTAL PRICE FOR BASE YEAR (CATEGORIES A + B + C)	

B.2.1.4. OPTION YEAR 3				
CATEGORY A: SINGLE FEMALE EMPLOYEES option year 3				
		Estimated Number of Employees in Category (a)		Total Premium (axb)
Employee Age	Dependents		Unit rate (b)	
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	14		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	6		
	1	1		
	2	1		
	3	0		
	4+	0		

41-50 years	0 1 2 3 4+	8 3 2 1 0		
51-65 years	0 1 2 3 4+	6 3 1 0 0		
>65 years	0 1 2 3 4+	1 0 0 0 0		
CATEGORY TOTAL:		49		

CATEGORY B: SINGLE MALE EMPLOYEES option year 3				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0 1 2 3 4+	0 0 0 0 0		
21-30 years	0 1 2 3 4+	5 1 1 0 0		
31-40 years	0 1 2 3 4+	7 0 0 0 0		
41-50 years	0 1 2	6 0 0		

	3	0		
	4+	0		
51-65 years	0	0		
	1	3		
	2	2		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		26		

CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) option year 3				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	3		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	5		
	1	9		
	2	18		
	3	3		
	4+	2		
41-50 years	0	4		
	1	7		
	2	23		
	3	8		
	4+	7		

51-65 years	0	11		
	1	15		
	2	13		
	3	1		
	4+	0		
>65 years	0	2		
	1	3		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		136		

SUMMARY OPTION YEAR 3	Adjusted Total Premium
CATEGORY A; SINGLE FEMALE EMPLOYEES:	
CATEGORY B: SINGLE MALE EMPLOYEES:	
CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)	
TOTAL PRICE FOR BASE YEAR (CATEGORIES A + B + C)	

B.2.1.5. OPTION YEAR 4				
CATEGORY A: SINGLE FEMALE EMPLOYEES option year 4				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	14		

	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	6		
	1	1		
	2	1		
	3	0		
	4+	0		
41-50 years	0	8		
	1	3		
	2	2		
	3	1		
	4+	0		
51-65 years	0	6		
	1	3		
	2	1		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		49		

CATEGORY B: SINGLE MALE EMPLOYEES option year 4				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	5		
	1	1		
	2	1		
	3	0		

	4+	0		
31-40 years	0	7		
	1	0		
	2	0		
	3	0		
	4+	0		
41-50 years	0	6		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	3		
	2	2		
	3	0		
	4+	0		
>65 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		26		

CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) option year 4				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	3		
	1	1		
	2	1		
	3	0		
	4+	0		
31-40 years	0	5		
	1	9		

	2	18		
	3	3		
	4+	2		
41-50 years	0	4		
	1	7		
	2	23		
	3	8		
	4+	7		
51-65 years	0	11		
	1	15		
	2	13		
	3	1		
	4+	0		
>65 years	0	2		
	1	3		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		136		

SUMMARY OPTION YEAR 4	Adjusted Total Premium
CATEGORY A; SINGLE FEMALE EMPLOYEES:	
CATEGORY B: SINGLE MALE EMPLOYEES:	
CATEGORY C: MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)	
TOTAL PRICE FOR BASE YEAR (CATEGORIES A + B + C)	

B.2.1.6. GRAND TOTAL BASE PERIOD PLUS OPTION YEARS:
USG EMPLOYEES (Categories A + B + C)

	PESOS IVA INCLUDED
BASE YEAR OF CONTRACT – B.2.1.1	

FIRST OPTION YEAR OF THE CONTRACT – B.2.1.2	
SECOND OPTION YEAR OF THE CONTRACT – B.2.1.3	
THIRD OPTION YEAR OF THE CONTRACT – B.2.1.4	
FOURTH OPTION YEAR OF THE CONTRACT – B.2.1.5	

B.2.2 ORE EMPLOYEES (Included only as a rider. See section C.6.2)

B.2.2.1. BASE YEAR.				
CATEGORY A: ORE SINGLE FEMALE EMPLOYEES				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	2		
	2	0		
	3	0		
	4+	0		
41-50 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		

	4+	0		
CATEGORY TOTAL:		4		

CATEGORY B: ORE SINGLE MALE EMPLOYEES				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	2		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	0		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		3		

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CATEGORY C: ORE MARRIED COUPLES (MALE OR FEMALE EMPLOYEES)				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	1		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	1		
	4+	0		
51-65 years	0	0		
	1	1		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		5		

B.2.2.2.OPTION YEAR 1

**CATEGORY A:
ORE SINGLE FEMALE EMPLOYEES**

Option year 1				
Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	2		
	2	0		
	3	0		
	4+	0		
41-50 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		4		

**CATEGORY B:
ORE SINGLE MALE EMPLOYEES
Option year 1**

Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	2		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	0		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		3		

CATEGORY C: ORE MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) Option year 1				
		Estimated Number of Employees in		Total Premium

Employee Age	Children	Category (c)	Unit rate (b)	(axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	1		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	1		
	4+	0		
51-65 years	0	0		
	1	1		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		5		

B.2.2.3.OPTION YEAR 2

CATEGORY A:
ORE SINGLE FEMALE EMPLOYEES
Option year 2

Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	2		
	2	0		
	3	0		
	4+	0		
41-50 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		4		

CATEGORY B: ORE SINGLE MALE EMPLOYEES Option year 2				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		

	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	2		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	0		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		3		

CATEGORY C: ORE MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) Option year 2				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		

	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	1		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	1		
	4+	0		
51-65 years	0	0		
	1	1		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		5		

B.2.2.4 OPTION YEAR 3

**CATEGORY A:
ORE SINGLE FEMALE EMPLOYEES
Option year 3**

Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		

21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	2		
	2	0		
	3	0		
	4+	0		
41-50 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		4		

CATEGORY B: ORE SINGLE MALE EMPLOYEES Option year 3				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	2		
	1	0		
	2	0		
	3	0		

	4+	0		
31-40 years	0 1 2 3 4+	0 0 1 0 0		
41-50 years	0 1 2 3 4+	0 0 0 0 0		
51-65 years	0 1 2 3 4+	0 0 0 0 0		
>65 years	0 1 2 3 4+	0 0 0 0 0		
CATEGORY TOTAL:		3		

CATEGORY C: OREMARRIED COUPLES (MALE OR FEMALE EMPLOYEES) Option year 3				
		Estimated Number of Employees in Category (c)		Total Premium (axb)
Employee Age	Children		Unit rate (b)	
<21 years	0 1 2 3 4+	0 0 0 0 0		
21-30 years	0 1 2 3 4+	1 0 0 0 0		
31-40 years	0	0		

	1	0		
	2	1		
	3	1		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		
	3	1		
	4+	0		
51-65 years	0	0		
	1	1		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		5		

B.2.2.5 OPTION YEAR 4

**CATEGORY A:
ORE SINGLE FEMALE EMPLOYEES
Option year 4**

Employee Age	Dependents	Estimated Number of Employees in Category (a)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		

	1	2		
	2	0		
	3	0		
	4+	0		
41-50 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		4		

CATEGORY B: ORE SINGLE MALE EMPLOYEES Option year 4				
Employee Age	Dependents	Estimated Number of Employees in Category (b)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	2		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	0		
	4+	0		

41-50 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
51-65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
>65 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
CATEGORY TOTAL:		3		

CATEGORY C: ORE MARRIED COUPLES (MALE OR FEMALE EMPLOYEES) Option year 4				
Employee Age	Children	Estimated Number of Employees in Category (c)	Unit rate (b)	Total Premium (axb)
<21 years	0	0		
	1	0		
	2	0		
	3	0		
	4+	0		
21-30 years	0	1		
	1	0		
	2	0		
	3	0		
	4+	0		
31-40 years	0	0		
	1	0		
	2	1		
	3	1		
	4+	0		
41-50 years	0	0		
	1	0		
	2	0		

	3 4+	1 0		
51-65 years	0 1 2 3 4+	0 1 0 0 0		
>65 years	0 1 2 3 4+	0 0 0 0 0		
CATEGORY TOTAL:		5		

B.2.2.6. GRAND TOTAL BASE PERIOD PLUS OPTION YEARS:
ORE STAFF (Categories A + B + C)

	PESOS IVA INCLUDED
BASE YEAR OF CONTRACT – B.2.2.1	
FIRST OPTION YEAR OF THE CONTRACT – B.2.2.2	
SECOND OPTION YEAR OF THE CONTRACT – B.2.2.3	
THIRD OPTION YEAR OF THE CONTRACT – B.2.2.4	
FOURTH OPTION YEAR OF THE CONTRACT – B.2.2.5	

B.3 ADMINISTRATIVE RETENTION AMOUNTS

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the health care provider/claimant.

B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in local currency (Argentine Pesos). The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.3.2 Retention Amounts per separate premium paid per single employee and per family plan.

Period of Performance	Single Employees (Self Only)	Family Plan
Base Period		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

B.4. ECONOMIC PRICE ADJUSTMENT-HEALTH INSURANCE PREMIUMS

B.4.1. Premium Adjustment based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.4.2. Premium Adjustment Based on Laws - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The contractor agrees to provide all documentation necessary to support any requested adjustment.

B.4.2.1 Employee Pool – This clause is only in effect if the contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

Before any adjustment is made under this price adjustment clause, the Contractor must include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

**PART II PRICE - GROUP LIFE INSURANCE
RESERVED**

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I – HEALTH INSURANCE SERVICES.

C.1. Health Insurance Services.

The Government of the United States of America requires Health Insurance coverage for its employees in Argentina as further described in this section C. The Government has determined that the prevailing practice by employers in Argentina is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne by both the employee and the employer. Health insurance protection will be representative of locally prevailing compensation practice and shall comply throughout the complete period of the contract with the coverage requirements mandated by regulations enacted by the Government of Argentina, as a minimum. In no case will the coverage provided conflict with the Obligatory Medical Program ruled by the Government of the Argentine Republic or any other local regulation governing health insurance services.

The following benefits will not be covered by the health plan:

- a) Those in experimental stage, lacking scientific back up and/or not approved by the Argentine health regulatory authorities.
- b) Cosmetology.
- c) Psychiatric in – patients for chronic cases.
- d) Injuries resulting from participating in speed or high-risk competitions.
- e) In patients in chronic processes of any etiology known to be not reversible and not susceptible to medical and/or surgery treatments, with the exception of acute episodes or terminal status that may develop during those processes.
- f) Professional diseases and/or work accidents and any other benefits covered by work insurance companies (ART) under Work Risk Insurance mandated by Argentine regulations. The contractor shall provide the service and shall thereafter be reimbursed by the corresponding ART by subrogation of the contracting party.

The specific health benefit coverage under this contract is set forth in Section C and the Exhibits in Section J.

The Contractor shall insure that health care under this contract does not exclude HIV/AIDS care, unless exclusion has been authorized by HR/OE/CMD.

C.2 Employee and Dependent Health Services Benefits.

The health benefits under this contract are as follows. Proposals that contain more benefits (even if there is no increase in cost) or fewer benefits stated in the solicitation will be deemed technically unacceptable. Three types of health delivery systems are described below:

- **Closed System:** All services covered under this contract are offered without charge to the beneficiary (except when noted), using the professional staff and medical centers affiliated with the Contractor's medical plan. Physicians are Board Certified and re-certified in their specialty in accordance with the Argentine regulations. Medical clinics are properly staffed, equipped and have satisfactory reputation in the health

- care activity. Each health care provider complies with the insurance coverage required by FAR 52.237-7 (see section I.2)
- **Open System**: The beneficiary has a free choice of doctors and medical centers, pays the fees of the medical center or medical professional not affiliated with the plan, and is reimbursed by the Contractor for fees and expenses according to a schedule of pre-established fees and annual and per-case maximum limits.
 - **Combined System**: The beneficiary utilizes services included under the Closed System with the assistance of outside professionals not affiliated with the Contractor's medical plan, pays the fees of the medical professional not affiliated with the plan, and is reimbursed by the provider according to a schedule of pre-established fees and annual and per-case maximum limits.

Eligible participants will have the option of obtaining services from any one of the three systems provided under the Contractor's medical plan, except for prosthesis and orthodontia (under open system only. See section C.3.2.5). The coverage shall be provided by the contractor considering the three systems on an equal and simultaneous basis so that in case the time and amount limits of the open and/or combined plans are exceeded, the beneficiary may choose to continue the treatment under the closed plan without delays or extra cost whatsoever, and with the complete benefits of the closed plan including the corresponding medical practices, complementary tests, and the necessary materials and devices.

The Contractor shall offer services at medical centers located conveniently in the metropolitan area (Federal Capital), suburbs ("Conurbano Bonaerense") and other large cities in the Argentine Republic. As a minimum requirement, the Contractor shall offer the services described below at the medical centers listed in Section J, Exhibit D. The contractor may propose alternate medical centers providing they meet equal or higher professional standards than those originally listed.

The contractor shall offer an emergency and home urgency service in the metropolitan and suburban area with a maximum time of response of fifteen (15) minutes for emergencies and two (2) hours for urgencies.

C.3. Benefits and characteristics of each system.

C.3.1. Closed System.

The Contractor will provide the following services without charge and without time limits (except as noted below) through professional staff and/or medical centers affiliated with the Contractor's medical plan:

C.3.1.1. Out-Patient Medical Assistance

- ◆ Emergencies: A coordination office will answer emergency calls 24 hours a day. Through this office, a beneficiary may request a doctor's visit at home or the solution to any other medical or technical problem related to the plan.
- ◆ Doctor's office visits.
- ◆ Doctor's visits at beneficiary's home.
- ◆ Related tests, analyses, and x-rays.
- ◆ Medicine: 50% discount on retail prices.
- ◆ Radio-cobalt therapy and chemotherapy.
- ◆ Physical therapy and phono-audiology services.

- ◆ Allergy treatment, including skin tests and desensitization treatments, with no limit except in case of chronic disease.
- ◆ Psychiatric services: Diagnostic services and psychiatric or psychotherapeutic treatment.

◆

C.3.1.2. In-Patient Medical Assistance

- ◆ Room charges, including room expenses (based on private room with private bath, as available), meals, and the usual and customary nursing care provided in hospitals and clinics, all free of charge and without time limits. Coverage of accompanying person expenses in hospitalizations of children below 15 years of age.
- ◆ Special services, including laboratory tests, x-rays, and ambulance services while hospitalized.
- ◆ Intensive care, intermediate care, and coronary care.
- ◆ Medicine and common disposable material such as catheters, cannulas, etc.
- ◆ Disposable specialized materials required for diagnosis, treatment, or surgery.
- ◆ Surgical fees, including all members of the surgical team.
- ◆ Non-surgical doctor's fees.
- ◆ Psychiatric hospitalization, up to 30 days per person per year, in case of acute mental disorder with a good prospect of recovery, including sanitarium and doctor's fees.

C.3.1.3. Coverage must include, **but is not limited to**, the following diagnosis and high technology elements.

- ◆ Cardiovascular surgery (with or without extracorporeal circulation).
- ◆ Central and Peripheral Hemodynamics and Digital Angiography.
- ◆ Arterial pressure holter.
- ◆ Nuclear magnetic resonance including brain, posterior fossa, column, knee, orbit and ear resonance and any other area in the human body.
- ◆ Laparoscopic surgery.
- ◆ Hospitalization for chemotherapy.
- ◆ Pain ambulatory treatment.
- ◆ Color ecodoppler used for diagnosing heart and all other vascular areas.
- ◆ Black and white cardiac, inferior limbs, spermatic cord, umbilical cord, penile doppler and any other region of the body.
- ◆ Brain mapping used for diagnosing some neurological alterations more precisely.
- ◆ Home care for all ages, including physician, nursing care, kinesitherapy, mental health, x-ray and laboratory. In the closed plan it shall include common disposable material and specialized material as well as devices
- ◆ Home assistance for the newly born with specialized staff, including incubator.
- ◆ Bone densitometry (one per person, annually. A higher frequency pursuant to physician's indication).
- ◆ Renal extracorporeal lithotripsy .
- ◆ Digestive videoendoscopy.
- ◆ Videarthroscopy.

- ◆ Arthroscopy.
- ◆ Gamma camera, Spect.
- ◆ Plastic and articulate plaster.
- ◆ Genetic studies.
- ◆ Andrology (studies and consults).
- ◆ Urodynamics.
- ◆ Kinesic laser.
- ◆ Yag laser, dye laser and krypton laser (used in ophtalmology).
- ◆ Echographies, including perinatal encephalic echography.
- ◆ Arthroplasty.
- ◆ Sterility treatment - laparoscopy.
- ◆ Uterine cryosurgery.
- ◆ Varix microsurgery.
- ◆ Dialysis in acute cases. The chronic cases shall be covered under the closed plan, provided they are registered at the INCUCAI within 30 days of the beginning of treatment.
- ◆ Octopus.
- ◆ Computerized visual field.
- ◆ Dacryocystography.
- ◆ H.P.V. (herpes papiloma virus).
- ◆ H.I.V. (AIDS diagnosis)
- ◆ B.E.R.A. (Brainstem evoked response audiometry)
- ◆ Encephalographic ambulatory monitoring.
- ◆ Polytomography.
- ◆ Ecoflow.

NOTE:1)This list includes any other benefit mentioned in Appendix II of Decree N°486/02 of the Argentine Republic P.E.N. or any subsequent modification.

NOTE:2)The contractor shall incorporate any technological updating or upgrading that may take place throughout the term of the contract, subject to the legislation in force.

C.3.1.4. Maternity Benefits. The following benefits shall apply to normal deliveries and caesarean sections alike.

- ◆ Out-Patient Medical Assistance:
 - ✓ Medical fees related to pregnancy.
 - ✓ Related tests, analyses, and x-rays.
 - ✓ Medicines: 100% discount on retail prices, corresponding to maternity status.
 - ✓ Psychoprophylactic courses.
- ◆ In-Patient Medical Assistance:
 - ✓ Room charges.
 - ✓ Special services.
 - ✓ Intensive care, intermediate care, and coronary care.
 - ✓ Medicine and common disposable material such as catheters, cannulas, etc.

- ✓ Doctor's fees.
- ◆ Special coverage for the newly born, separate from the maximum limit or maternity coverage.

C.3.1.5. Dental Care

- ◆ Covered treatment, including:
 - ✓ Emergencies.
 - ✓ Dental appointments.
 - ✓ Dental procedures (caries, obturations).
 - ✓ Buccal surgery.
 - ✓ Endodontia.
 - ✓ Periodontics.
 - ✓ Preventive dental care (prophylaxis).
 - ✓ Pediatric dentistry.
 - ✓ X - rays related to covered treatments.
 - ✓ Dental emergencies for prostrated patients through "mobile" service.

C.3.1.6. Coverage in Argentina Outside Metropolitan and Suburban Areas.

The provider shall coordinate through a National Emergency Coordination System the assistance of the beneficiaries throughout the country. The contractor shall have a toll free number available 365 days a year on a 24-hour basis. Payments will be made in accordance with section C.3.1.

C.3.2. Open System.

The Contractor will reimburse beneficiaries for the following services provided by professional staff and medical centers not affiliated with the Contractor's medical plan, up to the maximum limits described below:

C.3.2.1. Out-Patient Medical Assistance

- ◆ Patients' appointments at a doctor's office or a doctor's call at a patient's home shall be reimbursed up to the following limits:

<u>Category</u>	<u>Max. Visits per Year (All Family Members)</u>	<u>Maximum Cost per Visit Reimbursed</u>
Single, no Dependents	15	\$ 122.80
Couple, no Dependents	30	\$ 122.80
Family with 1 – 4 unmarried children under 21/26	45	\$ 122.80
Family with more than 4 unmarried children under 21/26	60	\$ 122.80

- ◆ Related tests, analyses, and x-rays shall be reimbursed up to an annual maximum of \$4,500 per case, and subject to a maximum limit per individual test, analysis, or x-ray. The Contractor shall reimburse the following individual procedures up to the individual maximum amounts stated. The following is a partial list only; the Contractor shall attach a complete list of treatments and reimbursement amounts to Section J, Schedule A of this Contract:

Chest X-ray	\$64.60
Gynecological echography	\$193.63
Echoencephalography	\$134.46
SAMPLE PROCEDURE	\$ MAXIMUM
SAMPLE PROCEDURE	\$ MAXIMUM
etc.-----	\$ MAXIMUM

- ◆ Radio-cobalt therapy, chemotherapy, computer tomography (CAT scans), and magnetic resonance imaging shall be reimbursed up to an annual maximum of \$4,500 per case, and shall be subject to a maximum limit per individual treatment, as follows:

RADIO-COBALT THERAPY	\$ 86.05
LINEAR ACCELERATOR	\$ 26.91
CHEMOTHERAPY	\$ 269.16
COMPUTER TOMOGRAPHY (CAT SCANS)	\$ 457.18
MAGNETIC RESONANCE IMAGING	\$ 484.07
GAMMA CAMERA/SPECT	\$ 414.15

- ◆ Physical therapy and phono-audiology shall be reimbursed up to an annual maximum of \$1,000 per case, and shall be subject to a maximum limit per individual treatment, as follows:

PHYSICAL THERAPY	\$ 26.89
PHONO-AUDIOLOGY	\$ 43.02

- ◆ Allergy evaluations and desensitization treatments shall be reimbursed up to an annual maximum of \$890 per case, and shall be subject to a maximum limit per individual treatment, as follows:

ALLERGY EVALUATIONS	\$ 107.57
DESENSITIZATION	\$ 107.57

- ◆ Reimbursement for out-patient psychiatric treatment shall be excluded under the open system.

C.3.2.2. In-Patient Medical Assistance

- ◆ Room charges, including room expenses (based on private room with private bath, as available), meals, and the usual and customary nursing care provided in hospitals and clinics, shall be reimbursed up to a maximum of \$ 368.40 per day and for a period not to exceed 60 days per case.
- ◆ Special services, including laboratory tests, x-rays, and ambulance services while hospitalized shall be reimbursed up to a maximum of \$ 3529.27 per case and for a period not to exceed 60 days per case.
- ◆ Intensive care, intermediate care, and coronary care shall be reimbursed up to a maximum of \$ 1031.52 per day and for a period not to exceed 20 days per case.
- ◆ Medicine, common disposable material such as catheters, cannulas, etc., and specialized materials required for diagnosis, treatment, or surgery, shall be reimbursed up to a maximum of \$ 1006.96 per case and for a period not to exceed 60 days per case.

- ◆ Surgical fees, including all members of the surgical team, shall be reimbursed up to a maximum of \$ 23895.65 per case, and based on a “Galeno” value of \$ 83.50 per unit.
- ◆ Non-surgical doctor’s fees shall be reimbursed up to a maximum of \$ 2275.48 per case, and based on a “Galeno” value of \$ 75.27 per unit.
- ◆ Reimbursement for psychiatric hospitalization shall be excluded under the Open System.

C.3.2.3. Maternity. The following benefits shall apply to normal deliveries and caesarean sections alike.

C.3.2.3.1.Out-Patient Medical Assistance: All services detailed below shall be reimbursed as described below and subject to a combined total maximum of \$ 5648.80 per pregnancy (which total shall also include In-Patient Medical Assistance described at C.3.2.3.2., below).

- ◆ Medical fees related to pregnancy: Patients’ appointments at a doctor’s office or a doctor’s call at a patient’s home shall be reimbursed up to the following limits described above at C.3.2.1, above.
- ◆ Related tests, analyses, x-rays Y echographies shall be reimbursed up to an annual maximum of \$ 5271.80 per case and subject to a maximum limit per individual test, analysis, or x-ray. The Contractor shall reimburse the following individual procedures up to the individual maximum amounts stated. The following is a partial list only; the Contractor shall attach a complete list of treatments and reimbursement amounts to Section J, Schedule A of this Contract:

Obstetric ecography	\$ 193.63
Fetus monitoring (at doctor’s office)	\$ 107.57
Fetus monitoring (at beneficiary’s home)	\$ 150.60
SAMPLE PROCEDURE	\$ MAXIMUM
SAMPLE PROCEDURE	\$ MAXIMUM
Etc -----	\$ MAXIMUM

- ◆ Medicines: 100% discount on retail prices.
- ◆ Psychoprohylactic courses.

Psychoprohylactic courses	\$ 161.35
SAMPLE PROCEDURE	\$ MAXIMUM
Etc.-----	\$ MAXIMUM

C.3.2.3.2. In-Patient Medical Assistance: All services detailed below shall be reimbursed as described below and subject to a combined total maximum of \$ 5648.80 per pregnancy (which total shall also include Out-Patient Medical Assistance described at C.3.2.3.1., above).

- ◆ Room charges, including room expenses (based on private room with private bath, as available), meals, and the usual and customary nursing care provided in hospitals and clinics, shall be reimbursed up to a maximum of \$ 368.40 per day and for a period not to exceed 60 days per case.

- ◆ Special services, including laboratory tests, x-rays, and ambulance services while hospitalized shall be reimbursed up to a maximum of \$ 3529.27 per case and for a period not to exceed 60 days per case.
- ◆ Intensive care, intermediate care, and coronary care shall be reimbursed up to a maximum of \$ 1031.52 per day and for a period not to exceed 20 days per case.
- ◆ Medicine and common disposable material such as catheters, cannulas, etc., shall be reimbursed up to a maximum of \$ 992.20 per case and for a period not to exceed 60 days per case.
- ◆ Doctor's fees.

C.3.2.4. Special coverage for the newly born, separate from the maximum limit of maternity coverage.

C.3.2.5. Dental Care

C.3.2.5.1. Dental services shall be reimbursed up to the annual maximums described below:

CATEGORY	MAXIMUM AMOUNT PER YEAR REIMBURSED
Single, no Dependents	\$ 1781.82
Couple, no Dependents	\$ 3028.24
Family with 1 unmarried child under 21 or up to 25	\$ 3652.07
Family with 2 unmarried children under 21 or up to 25	\$ 3918.54
Family with 3 unmarried children under 21 or up to 25	\$ 4274.66
Family with 4 or more than unmarried children under 21 or up to 25	\$ 4630.78

C.3.2.5.2. The following dental services shall be reimbursed up to the per-treatment maximums described below, and subject to the per-family annual maximum described in the previous paragraph:

CONSULTATIONS	
Consultation - File	\$ 49.12
Urgent consultation without previous steps	\$ 78.59
RESTORATIVE DENTISTRY	
Amalgam filling simple cavity	\$ 49.12
Amalgam filling compound cavity	\$ 56.48
Silicate filling simple cavity	\$ 34.38
Amalgam filling reconstruction with pin	\$ 73.68
Silicate filling compound cavity	\$ 49.12
Photocured technique	
Simple	\$ 55.26
Or	
Compound	\$ 61.40
ENDODONTICS	
Pulp inflammation treatment.	

- Biopulpotomy. Necrosis	\$ 122.80
- Gangrene uniradicular	\$ 147.36
Pulp treatment.	
- Biopulpotomy. Necrosis	\$ 153.50
- Grangrene multiradicular	\$ 165.78
Partial necropulpectomy / Mummification	\$ 61.40
PREVENTIVE DENTISTRY	
Tartar removal and mechanical brushing	\$ 55.26
Preventive brushing, fluoride application	\$ 49.12
PEDIATRIC DENTISTRY	
Motivation up to three consultations including filing	\$ 55.26
Space retainer	\$ 122.80
Teeth treatment with formocresol	\$ 61.40
Metallic crown and similars	\$ 119.11
Cement-dentin fractures Pulp protection with Temporary crown	\$ 104.38
PERIODONTICS	
Consultation exam - diagnostic prognosis	\$ 49.12
Chronic marginal gingivitis treatment	\$ 104.38
Moderate destructive periodontitis treatment per unit	\$ 30.70
Severe destructive periodontitis treatment 6 mm. pocket per sector (six zones)	\$ 184.20
RADIOLOGY	
Periapical long cone technique	\$ 22.10
Intraoral X-Ray – Bite Wing	\$ 24.56
Occlusal intraoral X-Ray	\$ 31.92
Serial intraoral X-Ray 14 films short cone technique	\$ 147.36
Extra oral, first shot per subsequent shot	\$ 55.26
Temporo-mandibular joint	\$ 85.96
Panoramic	\$ 110.52
ORAL SURGERY	
Tooth extraction	\$ 49.12/\$ 55.26
Plastic. Bucco - sinus communication as a possible risk simultaneously with extraction	\$ 98.24
Biopsy by punction or aspiration	\$ 41.75
Stabilizing alveolectomy per six zones	\$ 24.56
Intraoral abscess incision and drainage	\$ 39.29
Biopsy by excision	\$ 41.75
Surgical enlargement of the clinic crown	\$ 55.26
Retained tooth or radicular remainder extraction	\$ 98.24/\$ 122.80
Apicectomy	\$ 184.20
Corrective alveolectomy per zones	\$ 24.56

C.3.2.5.3. The Contractor shall reimburse beneficiaries for prosthesis and orthodontia up to a maximum of \$ 2,036 per person per year.

The reimbursable amounts will be according to the following limits:

<u>PROSTHESIS AND ORTHODONCIA NOMENCLATURES</u> (National Code - Description)	Amount
<u>As of November 2006</u>	-
04.01.01 - Simple cavity incrustation	242.42
04.01.02 - Compound or complex cavity incrustation	266.67
04.01.03 - Forged crown	78.79
04.01.04 - Placed crown	278.78
04.01.05 - Placed crown with esthetic front	424.25
04.01.06 - Ear-shaped crowns	357.57
04.01.07 - Pouring crown with acrylic, isosite or likewise coverage	121.21
04.01.08 - Simple stump pin	139.39
04.01.09 - Sectioned stump pin	157.58
04.01.10 - Pouring bridge portion	424.25
04.01.11 - Acrylic crowns	121.21
04.01.12 - Temporary acrylic crowns	36.36
04.01.13 - Porcelain fused to metal crown or bridge portion	472.73
04.01.15 - Isosite facings or crowns	193.94
04.01.16 - Porcelain facing	363.00
04.01.17 - Gold incrustation, simple cavity	242.42
04.01.18 - Gold incrustation, compound or complex cavity	266.67
04.01.21 - Porcelain incrustations	363.00
04.01.22 - Pin with magnet	198.00
04.01.24 - Attachments	250.00
04.01.25 - Pre-shaped pin	139.39
04.01.26 - High-Ceram, In-Ceram, Alpha vitadur or likewise	

Porcelain Crown	400.00
04.01.27 - Golden crowns with esthetic front	424.25
04.02.01 - Acrylic prosthesis, partial up to 5 teeth	206.06
04.02.02 - Acrylic prosthesis, partial over to 5 teeth	254.54
04.02.03 - Chromium-cobalt prosthesis, partial up to 5 teeth	496.97
04.02.04 - Chromium-cobalt prosthesis, partial over to 5 teeth	533.33
04.02.05 - Immediate partial prosthesis	200.00
04.02.06 - Flexible acrylic prosthesis	660.00
04.03.01 - Upper complete prosthesis	484.85
04.03.02 - Lower complete prosthesis	484.85
04.03.03 - Immediate complete prosthesis	330.00
04.03.04 - Pouring base for prosthesis	121.21
04.04.01 - Simple fixation	36.36
04.04.02 - Fixation with one tooth placing	60.61
04.04.03 - Fixation with Retainer placing	60.61
04.04.04 - Fixation with placing of one tooth and one retainer	60.61
04.04.05 - Subsequent tooth or retainer	12.12
04.04.07 - Chromium-cobalt retaining soldering with one tooth placing	55.00
04.04.08 - Subsequent retaining	20.00
04.04.10 - Full prosthesis Relining	84.85
04.04.12 - Relaxation plate	193.94
04.04.13 - Transparent palate	30.31
04.04.14 - Change of metal attachments (each)	50.00
04.05.01 - Implant .	900.00
04.05.02 - Guided tissue regeneration (includes membrane)	250.00
04.05.03 - Maxillary sinus lifting (includes filling)	650.00

04.05.04 - Abutment / Titanium straight post	270.00
04.05.05 - Abutment/ Titanium post 15 degrees inclination	270.00
04.05.06 - Abutment/ Titanium post 25 degrees inclination	270.00
04.05.07 - Abutment/ Zirconium post	700.00
04.05.08 - Calcifiable UCLA	270.00
04.05.09 - O-Ring, ball, sphere or likewise post	350.00
04.05.10 - Dolder's bar or tangential bar	400.00
04.05.11 - CECIP Attachments	150.00
04.05.12 - Over denture with pouring skeleton	1,000.00
04.05.13 - Resin over denture	600.00
04.05.28 - Acrylic temporary crown over implant	105.00
06.00 - Orthodontia and Orthopedics	Up to maximum

C.3.2.5.3.1 Prosthesis Prior to initiating the treatment the Contractor will determine the reimbursable amount upon receipt of the following information to be submitted by the beneficiary: (a) diagnosis; (b) recommended treatment plan; (b) cost; (c) affected pieces that require correction; and (d) complementary tests if necessary. Eventually, the Contractor's Dental Care Auditing Committee might request the patient's attendance for control purposes. No prosthesis will be replaced until at least five years have passed since the date that the installation of the prosthesis was finished, except for a justified functional cause and supported by the Contractor's Dental Care Auditing Committee.

C.3.2.5.3.2 Orthodontia The maximum amount of \$ 2,036 shall be reimbursed by the Contractor taking into consideration the anomalies to be corrected. Reimbursement for orthodontia and maxillary orthopedics (from eight to seventeen years old) will be on a one time basis and payable in two equal annual installments.

The maximum amount includes appointments for diagnosis purposes; complementary X-rays tests (teloradiographies, ceph, etc); corrective, contention and replaceable devices; and the periodic appointments for adjustments and controls. The beneficiary will present diagnosis, treatment plan and complementary tests. Eventually, the Contractor's Dental Care Auditing Committee might request the patient's attendance for control purposes.

Beneficiaries whose coverage under the plan is discontinued by the Government or whose treatment is suspended by the beneficiary will have no right to claim for amounts that the Contractor had accepted to reimburse and were pending of payment at the time of discontinuance or suspension providing that the Contractor was not late in payment of the reimbursement.

In the case of a patient interrupting or suspending the treatment before its completion, he/she will forfeit his/her rights to claim for the consequences directly arising from the interruption or suspension.

Replacement or repair costs for loss or breakage of the prosthesis will be the beneficiary's responsibility.

C.3.2.6. Coverage in Argentina Outside Metropolitan and Suburban Areas

The contractor shall reimburse beneficiaries for medical services received throughout the country in accordance with the terms and conditions stated under the Open System (see Section C.3.2. above).

C.3.3. Combined System.

The Contractor will provide the following services, within the limitations described below, at medical centers affiliated with the Contractor's medical plan, when the services are ordered or otherwise supervised by doctors not affiliated with the plan.

C.3.3.1. Out-Patient Medical Assistance. The following services, when ordered by a doctor not affiliated with the Contractor's medical plan, shall be provided at medical centers affiliated with the Contractor's plan, without charge and without time limits (except as noted below), up to a maximum equivalent of \$ 5526 per case.

- ◆ Related tests, analyses, and x-rays.
- ◆ Radio-cobalt therapy, chemotherapy, computer tomography (CAT scans), Gamma Camera and SPECT.
- ◆ Magnetic resonance imaging.
- ◆ Physical therapy and phono-audiology services.
- ◆ Medicine: 50% discount on retail prices.
- ◆ Allergy treatment, including skin tests and desensitization treatments, up to a maximum of \$ 1092.92 per patient per year.
- ◆ Reimbursement for out-patient psychiatric treatment shall be excluded under the Combined System.

C.3.3.2. In-Patient Medical Assistance. The Contractor shall provide the following services at medical centers affiliated with the Contractor's medical plan, subject to the limitations outlined below, when the in-patient care is directed by a doctor who is not affiliated with the Contractor's plan.

- ◆ Room charges, including room expenses (based on private room with private bath, as available), meals, and the usual and customary nursing care provided in hospitals and clinics, without charge for a period not to exceed 60 days per case.
- ◆ Special services, including laboratory tests, x-rays, and ambulance services while hospitalized, up to a maximum of \$ 3529.27 per case and for a period not to exceed 60 days per case.
- ◆ Intensive care, intermediate care, and coronary care, without charge for a period not to exceed 20 days per case.

- ◆ Medicine, common disposable material such as catheters, cannulas, etc., and specialized material required for diagnosis, treatment, or surgery, up to a maximum equivalent of \$ 1006.96 per case.
- ◆ Surgical fees, including all members of the surgical team, up to a maximum equivalent of \$ 23895.65 per case, based on a “Galeno” value of \$ 83.50 per unit.
- ◆ Non-surgical doctor’s fees, up to a maximum equivalent of \$ 2275.48 per case and based on a “Galeno” value of \$ 75.27 per unit.
- ◆ Reimbursement for psychiatric hospitalization shall be excluded under the Combined System.

C.3.3.3. Maternity. The following benefits shall apply to normal deliveries and caesarean sections alike.

C.3.3.3.1. Out-Patient Medical Assistance: The following services, when ordered by a doctor not affiliated with the Contractor’s medical plan, shall be provided by medical centers affiliated with the Contractor’s plan, without charge and without time limits, subject to the limitations described below and subject to a combined total maximum of \$ 5648.00 per pregnancy (which total shall also include In-Patient Medical Assistance and Professional Fees described at sections C.3.2.1. and C.3.2.2., below).

- ◆ Related tests, analyses, x-rays and ecographies shall be provided up to a maximum equivalent \$ 5526.00 per case, and subject to a maximum equivalent limit per individual test, analysis, or x-ray. The Contractor shall reimburse the following individual procedures up to the individual maximum amounts stated. The following is a partial list only; the Contractor shall attach a complete list of treatments and reimbursement amounts to Section J, Schedule A of this Contract:

OBSTETRIC ECOGRAPHY	\$ 193.63
FETUS MONITORING (at doctor’s office)	\$ 107.57
FETUS MONITORING (at beneficiary’s home)	\$ 150.60
SAMPLE PROCEDURE	\$ MAXIMUM
Etc.	

- ◆ Medicines: 100% discount on retail prices.
- ◆ Psychoprophylactic courses.

C.3.3.3.2. In-Patient Medical Assistance: The Contractor shall provide the following services at medical centers affiliated with the Contractor’s medical plan, when the in-patient care is directed by a doctor who is not affiliated with the Contractor’s plan, subject to the limitations described below and subject to a combined total maximum of \$ 5648.80 per pregnancy (which total shall also include Out-Patient Medical Assistance, described at C.3.2.1., above, and Professional Fees, described at C.3.2.2., below).

- ◆ Room charges, including room expenses (based on private room with private bath, as available), meals, and the usual and customary nursing care provided in hospitals and clinics, without charge for a period not to exceed 60 days per case.
- ◆ Special services, including laboratory tests, x-rays, and ambulance services while hospitalized, without charge for a period not to exceed 60 days per case.
- ◆ Intensive care, intermediate care, and coronary care, without charge for a period not to exceed 20 days per case.

- ◆ Medicine and common disposable material such as catheters, cannulas, etc., without charge up to a maximum equivalent of \$ 1006.96 per case, and for a period not to exceed 60 days per case.
- ◆ Professional Fees. Any pregnancy-related professional medical services obtained from sources outside the Contractor's medical plan, including medical consultations (on both an in-patient and out-patient basis), specialists, psychoprophylactic courses, etc., shall be reimbursed up to the maximum limits for these services established in the Open System (see section C.2.2., above) and subject to the combined total maximum of \$ 5648.80 per pregnancy (which total shall also include Out-Patient Medical Assistance and In-Patient Medical Assistance, described at sections C.3.2.1. and C.3.2.2., above).

C.3.3.3.3. Special coverage for the newly born, separate from the maximum limit of maternity coverage.

C.3.3.4. Coverage in Argentina Outside the Metropolitan and Suburban Areas

The contractor shall reimburse beneficiaries for medical services received throughout the country in accordance with the terms and conditions stated under the Combined System (see Section C.3.3.above).

C.4. Transplants

Under the ***closed system***, the contractor shall pay directly all incurred expenses related to in-patient medical assistance, including professional fees, hospital expenses, laboratory and tests costs, medicine and materials, etc.

Under the ***open system***, the beneficiary shall pay for all expenses and the Contractor shall reimburse the beneficiary for transplant surgery, up to the maximum per-case limits described below.

- ◆ Bone Marrow (self or other donor): \$ 116000.
- ◆ Heart: \$ 104380.
- ◆ Heart-and-Lung: \$128940.
- ◆ Liver: \$135080.
- ◆ Kidney: \$ 36840.
- ◆ Cornea: \$982

C.5. Prosthesis.

The ***closed system*** shall cover 100% of permanent internal prosthesis and implants and 50% of external prosthesis and orthosis. They shall all be Argentine made, except when they were not available in the local market in which case they shall be of foreign source.

In the ***open system***, the beneficiary shall pay for all expenses and the Contractor shall reimburse the beneficiary for the costs of prosthetic devices, up to the maximum per-case limits described below:

C.5.1. Traumatological and Orthopedic: \$ 10436.

It includes:

- replacement of hip, knee and other minor articulations including cement that may be necessary.
- nails, plaques, screws, wire and other elements.
- amputation prosthesis. Renovation shall be recognized every five years, except express medical indication.
- corsets (Taylor/Milwaukee type) only when this is the last therapeutic alternative or in case of total destruction.

C.5.2. Cardiovascular: \$ 11052.

It includes:

- Definite pacemakers and their unipolar and bipolar catheters.
- Cardiac valvular prosthesis, biological or mechanical.
- Vascular prosthesis.
- Defibrillator
- Intracardiac patches.

Renovation shall be recognized pursuant to the prosthesis's useful life, except express medical indication.

C.5.3. Neurosurgical: \$ 8841.60

It includes:

- Valves for hydrocephaly, ventricular catheters, Richman reservoirs, cephalorachitic lumbar peritoneal liquid derivation system.
- Clips for aneurysms.

C.5.4. Audiological: \$ 2824.40.

It includes:

- Hearing aids (only unilateral) according to beneficiary's audiometric characteristics. Renovation shall be recognized every five years, except express medical indication.
- Ear ventilation tubes
- Middle ear prosthesis
- Cochlear prosthesis.

C.5.5. In every case, expenses shall be paid directly by the beneficiary and reimbursed by the Contractor up to the maximum limits established for each prosthesis.

C.5.6. Expenses excluded:

- Traumatologic and orthopedic prosthesis: Electronic or computerized.
- Neurosurgical Prosthesis: epidural stimulators.

C.6. Eligible Participants.

Eligible Employees - The employees eligible for the health insurance services include the following:

C.6.1 All current active employees of the United States Government, employed within the geographic boundaries of Argentina paid under the local compensation plan, and certified by the Contracting Officer. Covered employees include:

- Locally engaged Staff (LES) employed as direct hires;

- LES employed under Personal Services Agreements (PSAs);
- LES employed under Personal Services Contracts (PSCs);
- LES employed under Internship Agreements;
- Third country nationals (TCNs) employed as direct hires;
- TCNs employed under PSAs;
- TCNs employed under PSCs;
- Locally hired U.S. citizens employed as direct hires; and
- Locally hired U.S. citizens employed under PSCs or PSA Plus.

C.6.1.1 The above individuals must be employed within the geographic boundaries of Argentina by the following U.S. Government agencies: Department of State, Department of Commerce, Department of Agriculture, Department of Defense, Department of Justice, Department of Transportation, and Department of Homeland Security and Social Security Administration.

Individuals not eligible for coverage under this contract are non-personal services contract personnel; and any other individual not falling within one of the categories of employees described in this clause.

C.6.2 Participants Covered Under a Rider. All current active employees of the Ambassador and the Deputy Chief of Mission assigned to their respective official Government residences and paid under an ORE (Official Residence Employees) account (see separate rider, Exhibit A). ORE employees are included under this contract only as a rider. All costs for ORE employees are the responsibility of the employing officer, not the U.S. Government.

C.6.3. Other Eligible Participants.

The following additional categories of persons are covered by this insurance:

- Employees' spouses, including common-law spouses;
- Unmarried children up to 21 years of age;
- Unmarried children up to 25 years of age included who are full-time students and who are not employed and who are 100 percent legally dependent on their parent(s);
- Children up to any age who are disabled and who are unable to work and who are 100 percent legally dependent on their parent(s).

The definition of "children" in all of the above cases includes those legally adopted, children under legal guardianship, and stepchildren of an enrolled employee or an enrolled retiree or his/her spouse, provided the child is economically dependent upon the employee or retiree.

- US Government local retirees on voluntary base (see section C.17).

- Employee's immediate family members on voluntary base (see section C.16)

C.6.4. Eligibility

C.6.4.1. Term of Eligibility and Effective Date.

Each current active eligible employee (employee and eligible dependent), and each new employee and eligible dependent shall be automatically registered for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved annual or sick leave, whether paid or unpaid.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

C.6.4.2. Period of Ineligibility.

Employees and their dependents are not entitled to health benefits during any period of employment for which premiums are not paid. Additionally, employee's dependents are not entitled to health benefits during any period of employment during which the employee was not eligible to participate.

During a period of extended (beyond one pay period) of Leave Without Pay or unpaid leave, the employee is responsible for the full cost of the insurance premiums for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee on a quarterly basis. Alternatively, the employee may elect to have coverage cease if that employee prefers not to pay the premium.

C.7. Brochure Requirement

C.7.1. The contractor shall provide a document (brochure/pamphlet/ other written document) in Spanish that sets forth a complete listing of the health insurance benefits to be provided under this contract including names and addresses of physicians broken down by specialty, medical centers, pharmacies, etc. professionals included in the closed system list shall be Board Certified and re-Certified in their specialty. This brochure will be provided in Volume 3, Technical Proposal (see section L.4.3.1 c1). Upon contract award, this brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the booklets to the COR, who will ensure that appropriate distribution is made. The contractor shall also provide individual membership cards to all insured persons.

C.7.2. The contractor shall provide the document described in C.7.1 to the COR (copies of the booklet and membership cards for each covered employee) not later than three weeks after date of contract award. The Contractor will provide additional brochure for new employees within ten (10) days of the COR's request.

C.7.3. The contractor assumes full responsibility for ensuring that the document described in C.7.1 accurately reflects the requirements of the contract, as implemented by the contractor's

technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

C.7.4 The contractor shall inform the COR in writing about any change in brochure data and it will be subject to the Government's concurrence, especially with regard to ongoing treatments with excluded professionals or medical centers.

C.8 Health Benefits Conditions and Limitations.

Conditions and limitations on the entitlement to health care under this contract are as follows:

C.8.1. For new employees and eligible dependents the first day of coverage shall begin on the effective day of employment or enrollment. Coverage ceases on the last day of the month in which an employee resigns or retires from Government employment or is involuntarily terminated. When employment/enrollment does not take place at the beginning of the month, payment shall be made in proportion to the coverage time.

C.8.2. The Contractor shall allow employees to voluntarily withdraw from the plan for periods of time corresponding to extended leaves of absence without pay, with the option of being reinstated upon resuming official duty with the Embassy, subject to the limitations described below. During the periods of voluntary withdrawal, the employee will neither pay for nor be covered by the Contractor's plan, nor will the Government pay any premiums on behalf of the employee. Temporary withdrawal of an employee from the Contractor's plan will be made only upon the Government's presenting the Contractor with an amended delivery order as specified in Section H.4. Temporary withdrawal from the Contractor's plan, with the option of reinstatement, is permissible under the following circumstances:

C.8.2.1. Optional six-month maternity leave without pay provided for under Argentine law. Corresponding periods of withdrawal from the plan shall be by prior written arrangement with the Contractor. At the end of the employee's period of optional maternity leave without pay, the Contractor shall reinstate the employee as a covered beneficiary of the plan as described in this contract, effective with the first day of the following month, without any limitations on coverage or waiting periods of any kind, and shall begin billing the Government for that employee's coverage as of that date and upon receipt of an amended delivery order from the Government as described in Section H.4.

C.8.2.2. Leave without pay for extended travel outside of Argentina, for personal or professional reasons. Corresponding temporary withdrawals from the Contractor's plan shall be by prior written arrangement with the Contractor and may be for a period of not less than six (6) months and not more than two (2) years. As evidence of his or her period of stay outside of Argentina, the employee must present certified photocopies of the Argentine entry and exit stamps in his or her passport. If the employee requests reinstatement in the Contractor's plan within 30 days of his or her return to Argentina, as evidenced by the passport entry stamp, the Contractor shall reinstate the employee as a covered beneficiary of the plan as described in this contract, effective with the first day of the following month, without any limitations on coverage or waiting periods of any kind, and shall begin billing the Government for that employee's coverage as of that date and upon receipt of an amended delivery order from the Government as described in Section H.4. If the employee requests reinstatement more than 30 days after his or her return to Argentina, the Contractor shall reinstate the employee as a covered beneficiary of the plan as

described in this contract, effective the first day of the following month. If the employee's entry and exit stamps indicate a stay outside of Argentina of less than six (6) months, the Contractor shall bill the employee for the full amount of premiums corresponding to the period of his or her absence, with payment being a condition for reinstatement in the Contractor's plan.

C.9. Coverage Outside Argentina.

The Contractor shall cover for emergency medical services while traveling outside of Argentina, either at medical centers affiliated with the Contractor's plan, or according to a system of coordination by which the Contractor assists the beneficiary telephonically (collect call system) in locating a medical center or care provider in a country outside of Argentina.

C.10. Survivor Benefits

In the event of the death of a covered employee under 65 years of age, the Contractor shall continue to extend to all surviving members of the deceased employee's family who were covered under the plan the same benefits such covered family members received prior to the employee's death for a period of two calendar years from the date of the employee's death. The Contractor shall provide such extended coverage at no cost to the Government or to the surviving family members.

C.11. Pre-Existing Conditions.

No exclusions or waiting periods shall be made because of pre-existing medical conditions at the time of employment and enrollment in the provider's plan.

C.12. Second Opinions.

The beneficiary shall be entitled to a "Second Opinion" regarding a diagnosis or recommended medical procedure and to this end only an affiliate doctor may refer the beneficiary to the corresponding "Accredited consulting specialist" included in the Second Opinion Consulting List to be submitted as required in section L.4.3.1e.

When a case presents different diagnosis and/or treatment criteria, the Government is entitled to consult with the professional experts they deem appropriate, in order to solve the controversy/disagreement.

C.13. Coverage of Treatment in Progress at Time of Award.

Effective with the date of contract award, the Contractor agrees to assume from the previous Contractor the costs of treatments in progress, including maternity care for pregnancies in progress at the time of award, up to the limits described in the previous health insurance contract, and using the same medical centers and medical professionals managing such care and treatment, regardless of whether the medical centers and/or medical professionals are affiliated with the new Contractor's medical plan, until: (a) the treatment or care is completed; or (b) the applicable maximum limits under the prior contract are reached; whichever occurs first.

C.14. Ambulance Services.

The Contractor shall offer, at no charge to the beneficiary, non-emergency ambulance services for purposes of transporting a beneficiary from home to medical center, from medical center to home, or between medical centers, as medically required. Ambulance service shall be available by phone on a 24-hour basis.

C.15. Home Care Services.

The Contractor shall offer, at no charge to the beneficiary, necessary medical services or treatments in the home when a beneficiary is confined to home for medical reasons (“internación domiciliaria”). Such home care services include, but are not limited to, examinations, tests, dental treatment, new baby care, and nursing services. Home care medical services shall be provided only with the prior approval of the Contractor’s coordination office (see Section C.3.1.1, above) and shall be subject to the same terms, conditions, and limitations of the “Closed” and “Open” Systems, described at Sections C.3.1. and C.3.2 above, respectively, depending on the provider of the home care services.

C.16. Optional Coverage for Immediate Family Members.- Direct Billing

Upon request, the Contractor shall offer the services described in this Contract to non-covered members of an employee’s immediate family, regardless age and whether or not domiciled with the employee. Immediate family members include the employee’s parents, parents-in-law, brothers, sisters, and unmarried children who are not otherwise covered by the Contractor’s medical plan (see Section C.6.3

- Beneficiaries shall not be subject to any requirement when the active employees request the subscription to this contract coverage within thirty (30) days from their date of employment,
- The contractor will have the right to ask immediate family members to submit sworn statements about their health condition and perform physical examination prior to his/her enrollment when request for enrollment is made between day thirty one (31) and day ninety (90) from the employee’s date of employment.
- It will be at contractor’s discretion to offer services at the rates quoted in Section B when the inclusion of an immediate family member is requested ninety one (91) days after the date of employment of the employee.

Days will be computed from the date that the request is submitted to the contractor.

Services shall be billed at the same premium rate at which the family member would be billed were that family member an employee of the Government (rates in section B). Such optional coverage shall be at the election of, and solely at the expense of, the participating immediate family member. The Contractor shall bill service directly to the participating family member at his/her home address.

C.17. Continuing Coverage for Retirees - Direct Billing

The Contractor shall offer to retirees of the U.S. Embassy, as verified by the Contracting Officer’s Representative, the option of subscribing to the coverage described in this plan at his or her own expense, under an individual or group plan appropriate to and billed at the rate corresponding to the retiree’s age, marital status, and number of dependents (as quoted in Section B).

Retirees shall not be subject to any requirement when subscribing to this contract coverage within thirty days from the effective retirement day. The contractor will have the right to ask retirees to submit sworn statement about their health condition when request for enrollment is

made within 31st to 90th day from the effective retirement date and perform physical examination prior to his/her enrollment. Days will be computed from the date that the retiree's request is submitted to the contractor. In all cases the retiree shall not be subject to waiting periods due to pre-existing medical conditions at the time of enrollment.

It will be at the contractor's discretion to offer services at the rates quoted in Section B when retirees request their subscription ninety (90) days after the effective retirement date.

In all cases the Contractor shall bill such coverage directly to the participating retiree at his/home home address.

C.18 DEFINITIONS

Affiliated (1) A medical center which is wholly or partially owned by the Contractor or which has a written contractual agreement with the Contractor, in either case such that the medical center provides services on behalf of the Contractor under the Contractor's "Open" medical plan at no charge to the beneficiary and under the Contractor's "Combined" medical plan up to the limitations specified under the latter plan. (2) A medical professional who is employed by or who has a written contractual agreement with the Contractor in order to provide medical services on behalf of the Contractor under the Contractor's "Open" medical plan at no charge to the beneficiary and under the Contractor's "Combined" medical plan up to the limitations specified under the latter plan. (See also the definition of "**Non-Affiliated,**" below.)

Beneficiary: A covered employee or qualifying dependent who obtains health care services under the Contractor's medical plan.

Case: A specifically diagnosed illness or medical condition requiring a course of treatment on an in- or out-patient basis. For purposes of in-patient treatment, a case is considered to be closed once a patient has been released from the hospital and is not interned for the same condition for a period of 90 days or more. Internment for the same condition within 90 days of prior release is considered to be the same case for purposes of calculating time limits and dollar limitations, when applicable.

Closed System: A health-care delivery system in which all services are offered without charge to the beneficiary (except as noted), who obtains the services of the professional staff and medical centers such as laboratories, clinics, hospitals, etc. which are affiliated with the provider's medical plan. Physicians are Board Certified and re-certified in their specialty in accordance with the Argentine regulations. Medical clinics are properly staffed, equipped and have satisfactory reputation in the health care activity. Each health care provider complies with the insurance coverage required by FAR 52.237-7 (see section I.2)

Combined System: A health-care delivery system in which a beneficiary utilizes services included under the Closed System, with the assistance of outside professionals not affiliated with the provider's medical plan. For example, a beneficiary who is interned in a medical center affiliated with the provider's plan may seek a consultation with a specialist who is not affiliated with the plan. The beneficiary pays the fees of the medical professional not affiliated with the plan, and is reimbursed by the provider according to a schedule of pre-established fees and annual and per-case maximum limits. Certain limits may apply to services provided in the provider's affiliated medical centers when these services are ordered or supervised by a medical professional not affiliated with the plan.

COR (Contracting Officer's Representative): The Embassy employee who serves as the main point of contact with the Contractor for contract administration, on behalf of the Embassy's Contracting Officer. For purposes of this contract, the COR is Post Human Resources Officer.

Contracting Officer: The U.S. Embassy official solely authorized to negotiate, sign, and modify contracts on behalf of the Government. For purposes of this contract, the General Services Officer (GSO) is the Contracting Officer.

Contributory Insurance for which the employee contributes toward the premium.

Customary and Reasonable Treatment A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.

Dependent :A person who wholly depends on another individual for economic support as defined by local law; specifically, as relating to employees covered under this plan, the term dependent includes employees' spouses (including common-law spouses); unmarried children up to 21 years of age; unmarried children up to 25 years of age included who are full-time students and who are not employed and who are 100 percent legally dependent on their parent(s); and children up to any age who are disabled and who are unable to work and who are 100 percent legally dependent on their parent(s).The definition of "children" in all of the above cases including those legally adopted and those considered legal wards as defined by local law.

Disability A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.

Employee An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract, or personal services agreement, as further defined in Section C.6. This may also include an ORE employee, if this category of individual is an eligible participant, as defined in C.6.2.

Employer The United States Government or in the case of ORE, the Chief of Mission / Deputy Chief of Mission, respectively

FMO The Financial Management Officer or the paying office for all U.S. Government Agencies except AID.

GSO General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

Hospital An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.

Hospital Patient An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.

Maximum Benefit The total amount that will be paid to any one employee for injury or disease.

Non-Affiliated: (1) A medical center that is neither owned by nor has a written contractual agreement to provide medical services on behalf of the Contractor. (2) A medical professional

who is neither employed by nor has a written contractual agreement to provide medical services on behalf of the Contractor. When such a medical center or professional is elected by a beneficiary to provide services under the Contractor's "Open" medical plan, such services are paid directly by the beneficiary and reimbursed to the beneficiary by the Contractor subject to certain limitations under the Contractor's "Open" plan.

Open System: A health-care delivery system in which a beneficiary has a free choice of doctors and medical centers. The beneficiary pays the fees of the medical center or medical professional not affiliated with the plan and is reimbursed by the provider for fees and expenses according to a schedule of pre-established fees and annual and per-case maximum limits.

Physician An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty.

Surgical procedure Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.

SECTION D
PACKAGING AND MARKING

(RESERVED)

SECTION E INSPECTION AND ACCEPTANCE

E.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all the insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.17	All required services are performed and no more than one (1) customer complaint is received per month

E.2.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.2.3 Procedures

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is one year beginning on July 1, 2010 with four (4) one-year options to renew.

F.3 OPTIONS

(a) The Government may extend this contract in accordance with the option clause at Section I, clause I.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.

(b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 REPORTS AND OTHER DELIVERABLES

All reports and other deliverables required under this contract shall be delivered to the following address:

Embassy of the United States of America
Human Resources Office
Colombia 4300
(C1425GMN) Ciudad Autónoma de Buenos Aires
Argentina

SECTION G
CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one Government employee, by name or position title, to take action for the Contracting Officer under this contract. This designee shall be identified as a Contracting Officer's Representative (COR). Such designation shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Human Resources Officer or his / her designee

G.2 COR DUTIES

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer through the Broker, without prejudice to the ineligibility clause.

G.2.3. The COR has the additional responsibility of maintaining the eligible listing of employees and dependents for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3. Payment shall be made in local currency (Pesos)

G.4 SUBMISSION OF INVOICES AND PAYMENT

G.4.1. Invoices shall be submitted in an original and three (3) copies to the following address (designated billing office only for the purpose of submitting invoices):

Embassy of the United States of America
Financial Management Office
Colombia 4300
(C1425GMN) Ciudad Autónoma de Buenos Aires
Argentina

The Contractor shall issue the following invoices monthly:

G.4.1.1 One consolidated invoice for all employees (and their dependents) who are paid through the U.S. mission's payroll office. Such invoice to be either itemized, or have an attachment as to the make-up of the costs (names and premium due).

G.4.1.2. One consolidated invoice for all ORE staff. Such invoice to be either itemized, or have an attachment as to the make-up of the costs (names and premium due).

G.4.1.3. Individual invoices for each of those Insured Persons who are responsible for the entire cost of premiums, such employees on extended LWOP and retirees. Such Insured persons are personally and individually responsible for payment to the Contractor. These invoices shall be mailed (registered) directly to the employees at their residential address.

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Invoices may be submitted monthly with payments being made monthly by the Government.

Billing Procedures: FAR 52.212-4, "Contract Terms and Conditions - Commercial Items, paragraph (i), addresses payment procedures by stating that payment will be made for items accepted by the Government. This means that there shall be no advance payments, e.g., payments made in advance of services rendered.

G.4.3. U.S. Government Employees. The Government shall make payments directly to the contractor for all Government employees, whether or not the employee is contributing to the premium amount.

G.4.4 ORE Staff. The Chief of Mission and/or Deputy Chief of Mission will make payment directly to the contractor for the entire premium amount of the ORE staff, whether or not the ORE employee is contributing to the premium amount

G.5 REFUNDS TO THE GOVERNMENT

If at any time during performance of the contract the Government finds that the contractor has been overpaid because the number of employees and/or dependents covered has decreased, the Contracting Officer may either allow that overpayment to be credited to the Government's account or require that the contractor refund the overpayment. If the Contracting Officer requests a refund, the contractor shall make that refund to the Government within ten calendar days of receipt of the request.

G.6 The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment. U.S. Government VAT / IVA Status: FINAL CONSUMER. Tax amount is refundable by the Government of Argentina upon submittal of contractor's type B invoices.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY. On occasion, a Contractor employee may require entry into U.S. Government-owned or -operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.

H.2 STANDARDS OF CONDUCT. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 ORDERING PROCEDURES. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract and the coverage selected by each employee, including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [X] monthly, [] quarterly basis. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

H.3.1. The ORE staff under separate riders are not included under the task orders issued by the Contracting Officer. Because their coverage is under a rider, their employer is responsible for directly interacting with the contractor to order any coverage for their employees. When contacted by the employer, the contractor shall advise the employer of the paperwork and payment that will be necessary to order coverage for the identified individuals. Because more than one employer may have ORE staff, the contractor may be contacted by more than one employer (typically the Chief of Mission and Deputy Chief of Mission).

H.4. CONTRACTOR RESPONSIBILITY IN CLAIMS AND REIMBURSEMENT TO CLAIMANTS

General. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employee' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

(1) The Contractor shall maintain medical insurance files for each covered employee and each covered dependent including receipts and proof of paid claims, requests for

claim reimbursements, and accounting of paid benefits with balances of amounts remaining in the annual per person reimbursement ceiling.

(2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.

(3) The Contractor shall use the Spanish spelling of the employees' names in all transactions, including reimbursement checks.

(4) The Contractor shall send employee claim reimbursement checks to employees or make electronic funds transfer not later than two weeks after a claim is submitted.

(b) Medical Insurance Claims. Settlement of medical insurance shall be completed as follows:

(1) All medical claims shall be submitted directly to the Contractor by employees, through a drop box in the COR's office. The claims shall be picked up from the COR each Tuesday by a contractor's representative who will additionally advise beneficiaries and the Government and all matters related to the provision of services.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within two days, with a copy to the COR (if notification is written).

(3) The contractor shall settle the claims no later than two weeks from the date the claim is submitted to the Contractor.

(4) Settlement shall be by issuance of checks in the name of the employee or by making electronic funds transfer for each claim submitted. Each check shall be accompanied by a form providing details of the amount reimbursed with an explanation of deductions, if any.

(5) The Contractor shall accept the employee's or dependent's choice to go for surgery to hospitals designated by the Contractor in order that the Contractor will pay the expenses directly to the hospitals.

(c) RESERVED

H.5. REPORT REQUIREMENTS. The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.

Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

(b) Basic statistical data: This report will be required quarterly and it will include the following:

Number of consultations, broken down by specialty and diagnosis.
 Number of hospital releases broken down by specialty and diagnosis.
 Number of re-admissions for a period of under 30 days within 30 days from release.
 Surgical ambulatory treatments, chemotherapy.
 Home confined patients.
 Complementary diagnosis tests of low, medium and high complexity.
 Goals achieved under Prevention Programs.

H.6. MISCELLANEOUS CONTRACTOR REQUIREMENTS

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the Government of Argentina to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the Argentine government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.6.2. Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the Government. The Contractor shall perform this contract in accordance with local laws.

H.7 Erroneous Payments. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

H.8 Requiring Activity. The requiring activity under this contract is the U.S. Embassy/Consulate.

H.9 Contractor's Technical Proposal. The Contractor's technical proposal dated -----, pages ----- is incorporated by reference and made part of this contract. In the event of any inconsistency between the terms of this contract and the Contractor's technical proposal, the contract terms shall take precedence.

SECTION I CONTRACT CLAUSES

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 address: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

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 (SEP 2006)
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 (SEPT 2007)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB2008)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (AUG 2007)
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)

52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKER'S COMPENSATION INSURANCE (Defense Base Act)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2008)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	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)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES (AUG 1997) - ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

I.2. FAR CLAUSES INCORPORATED IN 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 the first day of the ongoing performance period through the last day of that performance period. See F.2.

(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.

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 Pesos 8,000, 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 Pesos 70,000
- (2) Any order for a combination of items in excess of Pesos 150,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement 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 10 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.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 30 days

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: Pesos 350,000.00. Minimum cumulative per year: Pesos 1,400,000.00

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
CLAUSES, 48 CFR CH. 6 Included in Full Text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE
PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards. (end of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS
AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country

against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
 - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during the normal Monday through Friday workweek except *except* for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

(a) The Department of State observes the following days as holidays:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

The Embassy in Buenos Aires also observes the following days as holidays:

Good Friday
 Labor Day (May)
 Revolution Day
 Independence Day
 Death of San Martin
 Immaculate Concepcion
 Malvinas Veterans and Memorial Day
 Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

Exhibit A - ORE EMPLOYEES RIDER

Exhibit B – USG LOCAL RETIREES RIDER

EXHIBIT C – IMMEDIATE FAMILY MEMBERS RIDER

Exhibit D – MANDATORY LIST OF MEDICAL CENTERS AVAILABLE TO
BENEFICIARIES

**SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

- (a) **Definitions.** As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled **Limitation on Payments to Influence Certain Federal Transactions (52.203-12)**.
- (b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled “**Limitation on Payments to Influence Certain Federal Transactions**” (52.203-12) are hereby incorporated by reference in this provision.
- (c) **Certification.** The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) **Definitions.**

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904,

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

Sole Proprietorship;

Partnership;

Corporate Entity (not tax exempt);

Corporate Entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent;

Name _____

TIN _____

K.4 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—
Certification (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the

production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.5 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 524114.

(2) The small business size standard is 5.0 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination Reserved

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). Reserved
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [52.214-14](#), Place of Performance—Sealed Bidding Reserved.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) – (xii). Reserved
- (xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) [52.223-4](#), Recovered Material Certification This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause

K.6 [52.209-5 Certification Regarding Responsibility Matters \(May 2008\)](#)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ____, have not ____, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no local workers' compensation laws</i>		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country <i>where there are local workers' compensation laws</i>		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Argentina

X Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

K.10. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (July 2009)

(a) Definition. Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that used to be a partnership in the United States but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country that meets the criteria specified in 6 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).

(b)Relation to Internal Revenue Code. A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)

(c)Representation. By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. SUBMISSION OF OFFERS

This solicitation is for the provision of insurance and services described in Sections C and J, under the terms and conditions set forth herein.

L.2. SUMMARY OF INSTRUCTIONS. Each proposal must consist of the following separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.	2
2	Price Proposal and complete Section B Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and subfactors	4

L.3. DELIVERY OF PROPOSALS AND EXCEPTIONS TO SOLICITATION. The offeror shall submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4. CONTENTS OF PROPOSALS. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year; Complete the price proposal for the base year of the health insurance programs, filling in the "Unit Rate per Employee," "Total Premium," and "Adjusted Total" columns for each applicable employee category in Section B, carrying over the totals for each category into the chart entitled, "Summary: Base Year," and filling in the "Total Price for Base Year (Categories A, B, and C)" on the same summary chart.

(b) Price proposal for the option years: Complete the price proposal for each of the four (4) option years in the same manner as described for the base year.

Price proposal for the option years, however, a price proposal for an option year for with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods for that same type of insurance.

(c) Total Contract Price: Complete the “Total Contract Price” chart, carrying over the price for the base year and each of the option years, and filling in the “Total Contract Price” at the bottom of the chart. Offers shall be priced in Argentine pesos, IVA/VAT tax included.

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach.

(a) Understanding of the Requirement.

(i) The offeror must demonstrate that it understands the requirement set forth in Sections C, Parts I and/or II through Section J of the solicitation. The offeror must demonstrate a knowledge and familiarity in providing the insurance and services required in the aforementioned sections of the solicitation. For health insurance, if the proposal is for a health maintenance organization (HMO) or clinic type, describe the facilities and medical personnel that will be available. The offeror must also describe the pool of coverage in which the covered employees will be contained, and, a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain only the benefit levels stated in Section C. Proposals offering benefit levels greater or less than those levels required in Section C may be rejected as unacceptable.

(b) Plan Administration.

The offeror must demonstrate how it plans to perform the contract, especially as it relates to:

- Providing the insurance
- Maintaining adequate reserves to pay claims, including accounting procedures
- Administering and prompt payment of insured claims for reimbursement
- Procedures for reviewing claims (including where and how claims will be processed and settled)
- Description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles and comparing them against regional or national norms
- Availability of central point of contact and phone number for employees to call regarding claims or information
- Providing periodic reporting and accounting of financial results of the plan, including reporting formats
- Procedures and rates for converting from group insurance to individual insurance policies
- The overall management of the contract.

(c) Medical Service Data

The offeror must comply with the following:

(c.1) Provide booklet (see section C.7) that sets forth a complete listing of the health insurance benefits to be provided under this contract including names and addresses of physicians broken down by specialty; medical centers; pharmacies; and any pertinent data to demonstrate the extent of the services to be provided and the level of quality of medical professionals and institutions. It shall be same booklet that will be distributed to employees after the award of the contract .

(c.2) Submit sworn statement to certify that professionals and institutions included in the booklet have adhered to the plan offered in the proposal. The Government reserves the right to verify the compliance with this requirement by means of randomized sampling of the list.

(c.3) Submit sworn statement to certify that professionals included in the closed system and listed in the medical plan booklet are Board Certified in their specialty and shall be re-certified when due according to the Argentine regulations.

(c.4) Provide copy of current Quality Control and Customer Satisfaction programs. Explain methodology utilized and results obtained during year 2003.

(c.5) Describe the firm Preventive Health Care program and report achievements during year 2003.

(c.6) Submit Year 2003 Production Data, to include:
 Ambulatory medical assistance: number of consultations, in general and broken down by specialty;
 Hospital releases/patients discharged: clinical, surgical, obstetrical and pediatric cases;
 Dental care: number of patients attended.
 Used service rate for the covered population.

(c.7) Provide copy of the Beneficiary Service user manual.

(c.8) Provide copy of current medical liability insurance policy along with written assurances that physicians and medical centers included in the closed system have similar coverage.

(c.9) Describe the nationwide health coverage network proposed to comply with clause C.3.1.6 (coverage in Argentine outside Federal Capital and suburbs), and explain the scope of this service and procedures for its utilization by the beneficiary.

(c.10) Explain how the offeror proposes to provide coverage outside Argentina as required under clause C.9.

(d) List of Medical Centers and Ambulatory Diagnosis Centers

The offeror shall submit a List of any medical center proposed in addition to or instead of the medical organizations listed in Section J, Exhibit D (see section C.2, last paragraph)

The offeror shall also present a List of Ambulatory Diagnosis Centers and health professionals with their addresses and broken down per specialization.

(e) Second Opinion Consulting List

The offeror shall submit a list of accredited consulting specialists to whom the beneficiary may be referred for second option (see section C.12)

(f) List of lawsuits

The offeror shall submit a complete and accurate list of sentenced lawsuits and active cases pending of sentence concerning medical malpractice and filed against the offeror and/or its professionals and medical centers. The list will provide the parties names, date of the sentence or initiation of the active action, and identify the intervening court.

L.4.3.2.1. Experience and Past Performance.

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e., types of insurance provided and range of population covered, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- g) Brief discussion of any major technical problems and their resolutions.
- h) Number of beneficiaries under each contract.

L.4.3.2.2 Licensing Information

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of Argentina or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Argentina it must demonstrate that it is licensed/certified/accredited by a government other than Argentina to provide health insurance for persons in Argentina and must demonstrate its capacity to provide health benefits in Argentina to meet the minimum requirements and other conditions set forth in this solicitation.

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of Argentina or its agents.

Failure to demonstrate that the offeror is an authorized insurance company permitted to write and administer health insurance policies in Argentina shall be grounds for rejection of the proposal.

L.4.3.3. Profit Sharing Credit

The offeror shall indicate whether any insurance plan offered will be subject to participation in any profit sharing credit program, pooling agreement (including multinational agreements) or any other premium credit procedure. If this is applicable, please describe. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

L.4.3.4 Employee Pool

The offeror shall describe in an Exhibit C the pool that will apply to the employees under this contract. The offeror will describe the size of the pool, whether it is a mixture of commercial and government (if applicable), alternative pools that are available in the event the economic price adjustment clause becomes effective.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.204 6 CONTRACTOR IDENTIFICATION NUMBER – (APR 2008)
DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
NUMBER
- 52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS
(JAN 2004)

L.6 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

L.6.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type contract that contains fixed prices with economic price adjustment, resulting from this solicitation. The quantities shown in

Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 ECONOMIC PRICE ADJUSTMENT

See B.4 and B.8 for information relating to the economic price adjustment features of this contract.

L.6.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer's office at the U.S. Embassy, Colombia 4300, Ciudad Autonoma de Buenos aires, Argentina

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Dorothy Sarro at telephone 5777-4413. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

L.8. PRE-PROPOSAL CONFERENCE

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **April 5, 2010** at 10:00 hours at the Embassy, Av. Colombia 4300, Ciudad Autonoma de Buenos Aires. Offerors interested in attendance should contact the following individual:

Alejandro M. Saborido Battaglia	011-5777-4607	011-5777-4220
NAME	TELEPHONE NUMBER	FAX NUMBER

L.8.2. Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference. All firms that provide this information will receive copy of the responses whether or not they have submitted questions.

L.8.4. The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party. This current statement shall include:

Income (profit-loss) Statement that shows profitability for the past five years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2. OVERALL EVALUATION

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity of employees specified in Section B.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

adequate financial resources or the ability to obtain them;
ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
satisfactory record of integrity and business ethics;
necessary organization, experience, and skills or the ability to obtain them;
necessary equipment and facilities or the ability to obtain them; and
otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.3. AWARD SELECTION

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition", which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited as described in Section M.5.2 below.

M.3.2. Profit Sharing Credit Plan

In the event of equal proposals and in the event that one offeror presents an acceptable Profit Sharing Credit plan, the offeror proposing the most generous plan, in terms of benefit to the Government will receive the award. This profit sharing credit plan will be part of the resultant contract.

M.4. FIXED PRICES

Offerors must propose fixed prices for the coverage identified in Section B - SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. TECHNICAL EVALUATION. Offers will be evaluated on:

(i) meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:

(a) fail to provide the minimum benefits required by the solicitation; or

(b) offer additional benefits not required by the solicitation (even though there is no increase in the price).

(ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of Argentina or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of Argentina, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide health insurance for persons in Argentina and must demonstrate its capacity to provide health benefits in Argentina to meet the minimum requirements and other conditions set forth in this solicitation; and,

(iii) meet all other terms and conditions set forth in this solicitation.

M.6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7. QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation.

M.8. SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9. AWARD WITHOUT DISCUSSIONS

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).

EXHIBIT A
ORE EMPLOYEES RIDER

CATEGORY A: ORE / AEA SINGLE FEMALE EMPLOYEES		
Employee Age	Dependents	Estimated Number of Employees in Category (a)
<21 years	0	0
	1	0
	2	0
	3	0
	4+	0
21-30 years	0	1
	1	0
	2	0
	3	0
	4+	0
31-40 years	0	0
	1	2
	2	0
	3	0
	4+	0
41-50 years	0	1
	1	0
	2	0
	3	0
	4+	0
51-65 years	0	0
	1	0
	2	0
	3	0
	4+	0
>65 years	0	0
	1	0
	2	0
	3	0
	4+	0

**CATEGORY B: ORE / AEA SINGLE MALE
EMPLOYEES**

Employee Age	Dependents	Estimated Number of Employees in Category (b)
<21 years	0	0
	1	0
	2	0
	3	0
	4+	0
21-30 years	0	2
	1	0
	2	0
	3	0
	4+	0
31-40 years	0	0
	1	0
	2	1
	3	0
	4+	0
41-50 years	0	0
	1	0
	2	0
	3	0
	4+	0
51-65 years	0	0
	1	0
	2	0
	3	0
	4+	0
>65 years	0	0
	1	0
	2	0
	3	0
	4+	0

CATEGORY C: ORE MARRIED COUPLES (MALE OR FEMALE EMPLOYEES		
Employee Age	Children	Estimated Number of Employees in Category (c)
<21 years	0	0
	1	0
	2	0
	3	0
	4+	0
21-30 years	0	1
	1	0
	2	0
	3	0
	4+	0
31-40 years	0	0
	1	0
	2	1
	3	1
	4+	0
41-50 years	0	0
	1	0
	2	0
	3	1
	4+	0
51-65 years	0	0
	1	1
	2	0
	3	0
	4+	0
>65 years	0	0
	1	0
	2	0
	3	0
	4+	0

**EXHIBIT B
USG LOCAL RETIREES RIDER**

OPTIONAL COVERAGE FOR RETIREEES (POPULATION OF RETIREEES + THEIR BENEFICIARIES)	
Age Ranks	Population of Retirees and beneficiaries (112)
0-5	0
6-10	0
11-15	0
16-20	2
21-25	4
26-30	6
31-35	11
36-40	2
41-50	3
51-55	2
56-60	8
61-65	17
66-70	20
71-75	19
76-80	10
81-85	5
86-90	0
91-95	1

EXHIBIT C
IMMEDIATE FAMILY MEMBERS RIDER

OPTIONAL COVERAGE FOR IMMEDIATE FAMILY MEMBERS	
Age Ranks	Population (41 Beneficiaries in charge of 41 employees)
0-5	0
6-10	0
11-15	0
16-20	0
21-25	3
26-30	9
31-35	3
36-40	0
41-50	1
51-55	3
56-60	0
61-65	2
66-70	9
71-75	3
76-80	5
81-85	2
86-90	1

EXHIBIT D
MANDATORY LIST OF MEDICAL CENTERS AVAILABLE TO PLAN BENEFICIARIES

The following is a list of minimum requirements for medical centers which shall be available to beneficiaries under the Contractor's medical plan. The Contractor may offer services at medical centers other than those listed below, providing they meet equal or higher professional standards than those listed below.

NOTE (1): Medical centers designated as providing in-patient treatment and out-patient consultations for beneficiaries of the Contractor's plan. Beneficiaries seeking laboratory or radiological services within these designated medical centers will be considered to receive the services from the individual medical professionals providing these services, and coverage of and/or reimbursement for these services will be made according to the medical professionals' affiliation with (closed system) or lack of affiliation with (open system) the Contractor's medical plan.

Federal Capital

Clinica Bazterrica
Juncal 3002

Clínica del Sol
Av. Coronel Díaz 2211

Clinica Santa Rosa (Psychiatric Hospitalization)
Luis Maria Campos 1091

Clinica Las Heras (Psychiatric Hospitalization)
Avda. Las Heras 2492

Clinica San Camilo
Avda. Angel Gallardo 899

Clinica de Microcirugia
Pte. Peron 1834

Clinica La Sagrada Familia
J. Hernandez 1642

Clínica y Maternidad Suizo Argentina
Av. Pueyrredón 1461

Centro de Cirugia Especializada (Ambulatory surgery only)
M.T. de Alvear 2261 - 7o

Centro de Diagnostico S.A.R. (Outpatient consultations only)
Boyaca 92

Fundacion Favaloro (1)
Avda. Belgrano 1746

Fundacion Hospitalaria (1)
Cramer 4601

Hospital Aleman
Avda. Pueyrredon 1640

Hospital Britanico
Coordinacion Emilio Freixas
Perdriel 74

Instituto Argentino de Diagnostico y Tratamiento
M.T. de Alvear 2346

Instituto Cardiovascular de Buenos Aires
(for Cardiovascular Surgery)
Blanco Encalada 1543/47

Instituto Otorrinolaringologico
Pte. Peron 2150

Instituto de las Clinicas Cardiovasculares (1)
Paraguay 3128

Interdia (Ambulatory surgery only)
Viamonte 1438

F.L.E.N.I
Montañeses 2325

Sanatorio Agote
Dr. L Agote 2477

Sanatorio de la Trinidad
Cervino 4720

Sanatorio Mater Dei
San Martin de Tours 2952

Sanatorio Mitre
Bartolome Mitre 2553

Sanatorio Otamendi y Mirolí
Azcuena 870

Unidad de Cuidados Intensivos
Cardiovascular Fundacion Pombo
Avda. Coronel Diaz 2423

North Area

Centro Medico San Carlos (Outpatient consultations only)
Ing. White 1024 - Victoria

Centro Medico Santa Rita (Outpatient consultations only)
Blanco Encalada 158 - Boulogne

Centro de Ojos San Isidro
Ituzaingo 157 - San Isidro

Centro de Traumatologia y Ortopedia
Avda. del Libertador 16.664 - San Isidro

Hospital Austral (1)
Fondo de la Legua 390 - Lomas de San Isidro

Clinica Olivos (1)
Avda. Maipu 1660 - Vicente Lopez

Clinica Privada Fatima (1)
Spadaccini 1084 - Belen de Escobar

Clinica Privada Independencia (1)
Luis Maria Drago 5681 - Munro

El Solar Grupo Pediatrico (Outpatient consultations only)
25 de Mayo 626 - San Isidro

Grupo Medico Lomas de San Isidro (Outpatient consultations only)
Monseñor Magliano 3041 - Lomas de San Isidro

Hospital Privado Modelo (1)
Gral. Roca 1811 - Florida

Hospital Universitario Austral
Panamericana Acceso Pilar, salida km 50
Av. Juan D. Perón 1500, Pilar

Instituto de Medicina Infantil (Outpatient consultations only)
Velez Sarsfield 20 - Martinez

Instituto Oftalmologico del Norte
(Piantoni, Gustavo; Lema, Julio)
Chacabuco 279 - San Isidro

Instituto Otorrinolaringologico
(Lacour, Miguel; Thompson, Valentin G.; Turin, Norberto D.)
Chacabuco 585 - San Isidro

Instituto del Corazon
Avda. Rolon 1927 - Boulogne

Sanatorio Trinidad San Isidro

Avda. Fleming 590 - San Isidro

San Isidro Medicina (Outpatient consultations only)
Avda. del Libertador 16.483 - San Isidro

Sanatorio San Lucas
Belgrano 369 - San Isidro

Unidad de Cirugia Plástica de San Isidro
(Aranceles preestablecidos)
Chacabuco 250 - San Isidro

West area

Clinica Bessone SRL (1)
Paunero 1652 - San Miguel

Clinica Modelo Moron (1)
Rep. O. del Uruguay 224 - Moron

Clinica Modelo Los Cedros (1)
Catamarca 2275 - San Justo

Clinica Nuestra Senora de Fatima (1)
Mayor Victor Vergani 830 - Pilar

Clinica Nuestra Senora del Buen Ayre (1)
Av. Ricchieri 396 - Bella Vista

Clinica Privada Pilar (1)
Av. Rivadavia 335 - Pilar

Consultorio Medico Privado (Outpatient consultations only)
Av. Rivadavia 14238 - Ramos Mejia

Corporacion Medica de Gral. San Martin (1)
Caseros 55 - San Martin

Hospital San Juan de Dios (1)
Ardoino 714 - Ramos Mejia

Instituto Medico Central SA (1)
Olazabal 319 - Ituzaingo

Instituto Otorrinolaringologo Panamericana
Shopping Country - Pilar

Policlinica Privada de la Ciudad (Outpatient consultations only)
Reynaldo Rodriguez 3784 - Ciudad Evita

Sanatorio Gral. Sarmiento Clinica Privada (1)

Av. Pte. Peron 1792 - San Miguel

South Area

Centro Integral de Diagnostico y Tratamiento
(Outpatient consultations only)
Acevedo 201 - Lomas de Zamora

Centro Integral de Especialidades Neurologicas y Terapeuticas
Mitre 1248 - Avellaneda

Centro de Diagnostico Integral (Outpatient consultations only)
Av. Hipolito Yrigoyen 7126/28 - Banfield

Centro de Diagnostico Pavon (Outpatient consultations only)
Av. Pavon 209 - Avellaneda

Clinica Materno Infantil Privada Lomas (1)
Acevedo 253 - Lomas de Zamora

Clinica Espora (1)
Espora 645 - Adroque

Clinica Estrada (1)
Flores de Estrada 5246 - Remedios de Escalada

Clinica Privada Monte Grande (1)
Gral. Rodriguez 158 - Monte Grande

Clinica Privada San Vicente de Paul (1)
Juan B. Palaa 325 - Avellaneda

Clinica del Nino (1)
Lamadrid 444 - Quilmes

Instituto Medico Adroque (1)
Segui 593 - Adroque

Instituto del Diagnostico (1)
62 370 - La Plata

Inter Nos (Psychiatric hospitalization)
San Martin 536 - Bernal

Sanatorio Bernal (1)
Av. San Martin 572 - Bernal

Sanatorio Modelo Quilmes (1)
Andres Baranda 282 - Quilmes

Sanatorio Privado del Nino (1)

Alsina 1519 - Lomas de Zamora

Sanatorio Profesor Itoiz (1)
Alsina 174/82 - Avellaneda

OUTSIDE FEDERAL CAPITAL AND SUBURBS

Consultorios Med. del Sol
Av. Libertador 243 - Pinamar

Hospital Privado de Comunidad (1)
Cordoba 4545 - Mar del Plata

Hospital Privado Centro Medico de Cordoba (1)
Naciones Unidas 346 - Cordoba

Policlinica de Cuyo (1)
Jose Vicente Zapata 63 - Mendoza

Sanatorio Adventista del Plata (1)
25 de Mayo 255 - Entre Rios

Sanatorio Parque (1)
Hipolito Irigoyen 273 - Salta

Sanatorio Parque del Rosario (1)
Blv. Oroqo 860 - Rosario

Sanatorio San Carlos (1)
Av. Ezequiel Bustillo Km.1 - San Carlos de Bariloche

Sanatorio de Ninos SA (1)
Av. Alvear 863 - Rosario