

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. \_\_\_\_\_ PAGE 1 OF 135

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NO. \_\_\_\_\_  
5. SOLICITATION NUMBER VA260-13-R-0761 6. SOLICITATION ISSUE DATE 02-11-2015

7. FOR SOLICITATION INFORMATION CALL: a. NAME Tamara Potwora b. TELEPHONE NO. (No Collect Calls) 360-852-9877 8. OFFER DUE DATE/LOCAL TIME 03-16-2015 11:00 PM PDT

9. ISSUED BY CODE \_\_\_\_\_ Department of Veterans Affairs Network Contracting Office 20 5115 NE 82nd AVE Suite 102 Vancouver WA 98662  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621498  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$20.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
12. DISCOUNT TERMS \_\_\_\_\_  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
13b. RATING N/A  
14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE \_\_\_\_\_ See Delivery Schedule  
16. ADMINISTERED BY CODE \_\_\_\_\_ Department of Veterans Affairs Network Contracting Office 20 5115 NE 82nd Ave, Suite 102 Vancouver WA 98662

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
18a. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_ Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  
PHONE: 866-372-1149 FAX: 512-460-5432

TELEPHONE NO. \_\_\_\_\_ DUNS: \_\_\_\_\_ DUNS+4: \_\_\_\_\_  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Will result in a single VA Firm Fixed Price-Indefinite Delivery Indefinite Quantity (FFP-IDIQ) contract for: Lincoln County, Oregon CBOC Primary Care Services and Mental Health Space.  Period of Performance see schedule on page 16  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_  
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael Morrison Contracting Officer 31c. DATE SIGNED \_\_\_\_\_

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer Michael Morrison; Administrative Contract Specialist Tamara Potwora

Department of Veterans Affairs  
Network Contracting Office 20  
5115 NE 82nd Ave, Suite 102  
Vancouver WA 98662

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- 52.232-34, Payment by Electronic Funds Transfer -  
Other than Central Contractor Registration, or  
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly   
b. Semi-Annually   
c. Other [monthly]

4. INVOICING:

Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows: Invoice Number, Invoice Date, Purchase Order Number, Unit Price, Quantity and Unit of Measure, Total Invoice Price, Ship-To Location Name and/or code, Receipt of Goods/Services, Invoice Payment Terms. See VAAR Clause 852.232-76 in Section C.

Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It currently states:

#### **FSC Mandatory Electronic Invoice Submission**

The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.

5. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

## B.2 SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Lincoln County, OR CBOC, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

### 1. SERVICES:

- a. The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract.
- b. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.
- c. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility.

### 2. TERM OF CONTRACT:

This contract is effective from 9/1/2015 through 8/31/2016, plus four (4) option years. The contract is subject to the availability of funds. The contractor shall perform no services after September 30 of any year until the Contracting Officer authorizes such services in writing.

### 3. POST AWARD ORIENTATION (Awards over \$1M):

The Contracting Officer will schedule a post award orientation conference for contract orientation purposes as required by IL 003A3-12-04. <http://www.va.gov/oal/docs/library/ils/il12-04.pdf>

### 4. ALTERNATE SECURITY LANGUAGE IN LIEU OF UPDATED VAAR DATA SECURITY CLAUSE FEBRUARY 2012:

A. Any contractor and/or subcontractor retained to do work for VA under this contract/order that requires the access, use, storage, modification, or transmission of VA Sensitive Personal Information (SPI) must follow and adhere to the security controls, enhancements, compensating controls, protocols, regulations, and VA directions as the Contracting Officer (CO) shall direct, including, but not limited to those derived from the Federal Information Security Management Act (FISMA), OMB Circular No. A-130 ([http://www.whitehouse.gov/omb/circulars\\_a130\\_a130trans4](http://www.whitehouse.gov/omb/circulars_a130_a130trans4)), VA Handbook 6500 ([http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=56](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=56)) and VA Handbook 6500.6 ([http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=471&FTYPE=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=471&FTYPE=2)). The contractor must report any data breach according to the protocols and timeframes in HB 6500.

B. If any contractor/sub-contractor retained to do work for VA under this contract/order requires access, use, etc., of VA SPI as aforesaid, and if an actionable data breach occurs because of the contractor/subcontractor's acts, omissions, or negligence in following the VA-directed security controls, enhancements, compensating controls, protocols, and/or measures, including, but not limited to the sources above, the contractor/subcontractor is further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

## B.3 IT CONTRACT SECURITY

### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

#### 1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

#### 2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contractor Security Investigation Requirements: Background Investigations (BI) are required to give contractor personnel routine access to a facility and to authorize access to VA/Federally owned information systems. Background Investigations must be completed prior to the start date.

- a) This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. This process is specific and required beyond any additional agency credentialing and vetting processes.
- b) This contract requires a NACI level clearance. The NACI is a position sensitivity designation of low risk.
- c) Prior to commencing work, each contract employee, including any subcontract employees, must complete the following within five (5) business days of receiving this letter:
  - 1) From the VHA Service Center (VSC) Human Resources website to obtain the most recent VSC Personnel Security Services Overview packet and other required forms: See Attachment D1.
  - 2) The contractor point of contact (POC) shall submit completed **Contract Security Services Request Form (Form #1A or #1B)** that lists all contract employees, including any subcontract employees, who will be working on the contract (or task/delivery order) to the COR. Do NOT e-mail a document containing social security numbers unless the email is encrypted or the form is password protected.
  - 3) Each contractor employee listed on the **Contract Security Services Request Form (Form #1A or #1B)** must complete the Optional Form 306. Send completed forms to [VSCSecurity@va.gov](mailto:VSCSecurity@va.gov) or fax to 216-447-8025.
  - 4) Each contractor employee listed on the **Contract Security Services Request Form (Form #1A or #1B)** must take the Contractor/Employee Fingerprinting Request Form (Form #2) and two forms of ID to their nearest VA facility to have their fingerprints submitted and the form completed and submitted in accordance with the instructions on the form. It is imperative for each applicant to take a copy of the Contractor/Employee Fingerprinting Request Form (Form #2) to the fingerprinting facility as it determines which facility is billed for the fingerprint submission and where the results are sent. Contractors can contact the Contracting Officer's Technical Representative or local VA facility for assistance in scheduling an appointment. If a contractor employee is not located near a VA facility, he/she should contact VSC at [VSCSecurity@va.gov](mailto:VSCSecurity@va.gov) for further instructions.
  - 5) Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the PIV Sponsorship Form (Form #3) and submit it via encrypted e-mail to [VSCSecurity@va.gov](mailto:VSCSecurity@va.gov) or fax to 216-447-8025.

- 6) As contract personnel are substituted and/or added to the contract (or task/delivery order), each individual must complete items 1-4 above prior to commencing work.
- 7) Upon receipt of the screening decision from the VSC, the Contracting Officer will contact the contractor and determine when they can begin working.
- 8) Each contractor employee shall complete the following training via VA's Talent Management System (TMS), which includes electronically signing the Contractor Rules of Behavior as part of the training: "VA Privacy and Information Security Awareness and Rules of Behavior" and "Privacy and HIPAA". In order to obtain access to VA's TMS, please contact the Contracting Officer's Representative (COR). The contractor shall provide copies of training certificates for each employee to the COR & CO within five (5) business days of receiving notification that the contract employee can begin work. Thereafter, training must be completed and training certificates must be submitted to the COR (or CO) on an annual basis for contracts (or delivery/task orders) that have a period of performance greater than one year.
- 9) Contract employees working less than 180 days aggregate on the contract are eligible for a non-PIV badge and do not need to submit for a Background Investigation (BI).
- 10) For contract employees that do require a PIV and a BI, take the following steps:
  - a. Each contractor employee will receive an e-mail from VA Security Investigations Center (SIC) with instructions for completing the Electronic Questionnaire for Investigations Processing (e-QIP). The employee must complete the e-QIP within five (5) business days of receiving the e-mail from the VA SIC. Please Note: Those employees who have been contacted by the VHA Service Center (VSC) with a reciprocation notice will not receive this e-mail.
  - b. The VA SIC reviews e-QIP for completion and accuracy. If no errors are identified, the VA SIC releases the e-QIP to the Office of Personnel Management (OPM) to conduct the background investigation. If the e-QIP contains errors, the VA SIC will reject the e-QIP and contact the contractor with corrective instructions via e-mail. The corrections must be made immediately in e-QIP system. Once the documents are completed correctly and released to OPM, the VA SIC e-mails the contractor employee, the contractor POC, and the VHA Service Center (VSC), stating that the background investigation has been released to OPM.
  - c. Upon receipt of the e-mail from the VA SIC, the VSC will verify that the investigation has been scheduled at OPM. Once the VSC confirms that the investigation has been scheduled at OPM, it will contact the contractor employee, contractor POC, CO, and COR, with further instructions for obtaining a Personal Identity Verification (PIV) badge.
  - d. Questions should be sent to [VSCSecurity@va.gov](mailto:VSCSecurity@va.gov).
  - e. Non US citizens will be required to submit a copy of their e-Verify record.
- d. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
- e. The contractor will notify the COR immediately when their employee(s) no longer require(s) access to VA computer systems.
- f. Failure to complete the background Investigation process will result in possible termination of access. Any second BI request will require payment of the fees associated with reinitiating the NACI process from the Contractor.
- g. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This contract is subject to FAR 52.227-17 may limit the contractor/subcontractor's rights to use data.

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

h. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

i. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations:

- (i) in response to a qualifying order of a court of competent jurisdiction, or
- (ii) with VA's prior written approval.

The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

j. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

k. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

#### 4. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or

the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then:
  - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
  - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

**5. SECURITY INCIDENT INVESTIGATION**

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the contractor is deemed to have discovered a data breach when the contractor knew or should have known of a breach of such information. Upon discovery, the contractor must notify the covered entity of the breach.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

**7. LIQUIDATED DAMAGES FOR DATA BREACH**

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

#### 8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

#### 9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and

provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

## **B.4 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

**B.5 PRICE SCHEDULE AND SERVICES**

BASE YEAR – 9/1/2015 through 08/31/2016

CLIN No.	Services <i>Provide Primary Care and Mental Health services to VA patients in Lincoln County, OR</i>	Unit	Estimated Quantity (empanelled patients per month)	Price Per Unit	Total Estimated Cost
0001	<i>Primary Care Services at capitation rates per member per month (PMPM)</i>	PMPM	<u>1,457</u>	\$	\$
0002	<i>Mental Health Services at capitation rates PMPM (patients not enrolled in Primary Care)</i>	PMPM	<u>219</u>	\$	\$

Total for Base Year: \$ \_\_\_\_\_

OPTION YEAR 1 – 9/1/2016 through 08/31/2017

CLIN No.	SUB CLIN No.	Services <i>Provide Primary Care and Mental Health services to VA patients in Lincoln County, OR</i>	Unit	Estimated Quantity (empanelled patients per month)	Price Per Unit	Total Estimated Cost
1001	None	<i>Primary Care Services</i>	PMPM	<u>1,515</u>	\$	\$
1002	None	<i>Mental Health Services (patients not enrolled in Primary Care)</i>	PMPM	<u>228</u>	\$	\$

Total for Option Year 1: \$ \_\_\_\_\_

Total for Base Year and Option Year 1: \$ \_\_\_\_\_

OPTION YEAR 2 – 9/1/2017 through 08/31/2018

CLIN No.	SUB CLIN No.	Services <i>Provide Primary Care and Mental Health services to VA patients in Lincoln County, OR</i>	Unit	Estimated Quantity (empanelled patients per month)	Price Per Unit	Total Estimated Cost
1001	None	<i>Primary Care Services</i>	PMPM	<u>1,576</u>	\$	\$
1002	None	Mental Health Services (patients not enrolled in Primary Care)	PMPM	<u>237</u>	\$	\$

Total for Option Year 2: \$ \_\_\_\_\_

Total for Base Year and Option Years 1 and 2: \$ \_\_\_\_\_

OPTION YEAR 3 – 9/1/2018 through 08/31/2019

CLIN No.	SUB CLIN No.	Services <i>Provide Primary Care and Mental Health services to VA patients in Lincoln County, OR</i>	Unit	Estimated Quantity (empanelled patients per month)	Price Per Unit	Total Estimated Cost
1001	None	<i>Primary Care Services</i>	PMPM	<u>1,639</u>	\$	\$
1002	None	Mental Health Services (patients not enrolled in Primary Care)	PMPM	<u>245</u>	\$	\$

Total for Option Year 3: \$ \_\_\_\_\_

Total for Base Year and Option Years 1 through 3: \$ \_\_\_\_\_

OPTION YEAR 4 – 9/1/2019 through 08/31/2020

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity (empanelled patients per month)	Price Per Unit	Total Estimated Cost
		<i>Provide Primary Care and Mental Health services to VA patients in Lincoln County, OR</i>				
1001	None	<i>Primary Care Services</i>	PMPM	<u>1,705</u>	\$	\$
1002	None	Mental Health Services (patients not enrolled in Primary Care)	PMPM	<u>255</u>	\$	\$

Total for Option Year 4: \$ \_\_\_\_\_

SUM TOTAL FOR BASE AND ALL OPTION YEARS: \$ \_\_\_\_\_

B.5.1 Offers with one or two proposed clinics in Lincoln County, OR will both be considered based on the strength of the proposal. Multiple awards will not be made (only one firm will receive award). The Lincoln County Community-Based Outpatient Clinic (CBOC) shall provide Health Care Services as defined in the PWS in a hospital, office, or clinic environment to veterans primarily residing in, but not limited to, the following Oregon counties: Lincoln, Tillamook, Benton, and Polk. Under the authority of Public Law 104-262, Title 38 U.S.C. 8153, the Contractor shall lease, furnish, equip and staff the site(s). All sites will provide the same level of care and services as outlined in the PWS at the prices specified in the Price Schedule. A contract resulting from this solicitation will be awarded for one year, with the Government having the option to extend the contract for four (4) additional one-year periods.

B.5.2. Contractual Minimum and Maximum: The guaranteed minimum contract amount, including the base year and any option years exercised, is \$500,000.00 and the maximum contract amount, including the base year and any option years exercised, shall not exceed \$ 3,800,000.00.

## B.6 PERFORMANCE WORK STATEMENT

### Community Based Outpatient Clinic (CBOC) Services

1. **GENERAL: SERVICES REQUIRED:** VA Portland Health Care System (VAPORHCS) requires clinic space, equipment, supplies and staff as detailed in this solicitation for two Veterans Affairs (VA) Primary Care providers (PCP) in the Lincoln County area. Space will be needed and shared by VA Mental Health providers. The requirement can be met at one or two physical location within Lincoln County, Oregon.
  - 1.1.1. The VA Portland Health Care System (VAPORHCS) requires a CBOC providing Primary Care and Mental Health (MH) services in a hospital, office or clinic environment to Veterans, primarily residing in Lincoln County, Oregon.
  - 1.1.2. VA will supply the required primary care providers (Licensed Independent Practitioners (LIPs) who are VA employees). The Contractor will supply all other staff necessary to operate the CBOC, conforming with the Patient Aligned Care Team (PACT) model of at least (1) Registered Nurse, (1) Clinical Associate (Health Technician (HT) or Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), and (1) Medical Support Assistant (MSA) (provides clerical support), per (1) Primary Care Provider (PCP).
  - 1.1.3. The vendor will provide a Clinic manager to supervise the duties of the Registered Nurse, Clinical Associate, and Medical Support Assistant. The PCPs will be supervised by the Group Practice Manager, located at the Salem, Oregon CBOC.
- 1.2. **PLACE OF PERFORMANCE:** VAPORHCS anticipates that the Contractor's facility/facilities will be located within the Lincoln County OR limits of Newport, Oregon and/or Lincoln City, Oregon; but all proposed site locations which can effectively serve the complete county area will be considered.
- 1.3. **AUTHORITY:** In accordance with Title 38 United States Code (USC) 8153 to be furnished by the contractor on behalf of VAPORHCS.
- 1.4. **POLICY AND REGULATIONS:** The contractor is responsible for supporting the VA provider and the contract staff in meeting VHA performance and quality criteria and standards including, but not limited to, customer satisfaction, prevention index, chronic disease index and clinical guidelines. These metrics involve the assistance of contract staffing care management and coordination, team work, workflow and system design promoting performance expectations. Performance and quality standards may change during the course of the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before implementation date. Compliance with mandated performance is required as a condition of this contract. Contractor shall comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance, including, but not limited to, the following:
  - 1.4.1. The care provided by the Contractor should be patient centered, continuous, accessible, coordinated, and consistent with VA standards, including the thirteen service standards detailed in VHA Directive 2006-041, "Veterans Health Care Service Standards," dated 6/27/06 (2006-041 expired on June 30, 2011 but will still be effective until a revision or rescission is published and/or subsequent revisions thereto).

[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)

- 1.4.2. Title 21 C.F.R 900.12(c) Mammography Quality Standards.  
<http://www.gpo.gov/fdsys/pkg/CFR-2012-title21-vol8/pdf/CFR-2012-title21-vol8-sec900-12.pdf>
- 1.4.3. Title 21 CFR “Food and Drugs” Section 1300-end. [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title21/21tab\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title21/21tab_02.tpl)
- 1.4.4. 38 USC. Section 7332, regarding a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. <http://www.gpo.gov/fdsys/granule/USCODE-2011-title38/USCODE-2011-title38-partV-chap73-subchapIII-sec7332/content-detail.html>
- 1.4.5. 42 CFR Part 482 Conditions of Participation. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=aceca18b9fbe0110ffa37c08075c2b0e;rgn=div5;view=text;node=42%3A5.0.1.1.1;idno=42;cc=ecfr>
- 1.4.6. 42 CFR 493.15(b) Laboratories performing waived tests.  
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title42-vol3/pdf/CFR-2003-title42-vol3-sec493-17.pdf>
- 1.4.7. Clinical Laboratory Improvement Amendments (CLIA). <http://cms.hhs.gov/Regulations-and-Guidance/Legislation/CLIA/index.html?redirect=/clia/appendc.asp>
- 1.4.8. VA Directive 1663: Health Care Resources Contracting – Buying.  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
- 1.4.9. VA Directive 6371, Destruction of Temporary Paper Records.  
[http://vaww.va.gov/vapubs/viewPublication.asp?Pub\\_ID=742&FType=2](http://vaww.va.gov/vapubs/viewPublication.asp?Pub_ID=742&FType=2)
- 1.4.10. VHA Record Control Schedule 10-1. <http://www1.va.gov/vhapublications/rcs10/rcs10-1.pdf>
- 1.4.11. "Patient Medical Records-VA" (24VA19). 24VA19.  
<http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>
- 1.4.12. VHA Directive 2006-041 “Veterans’ Health Care Service Standards” (expired but still in effect pending revision).  
[https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
- 1.4.13. VHA Directive 2007-016 Coordinated Care Policy for Traveling Veterans.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1562](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1562)
- 1.4.14. VHA Directive 2007-033 "Telephone Service for Clinical Care".  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1605](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605)
- 1.4.15. VHA Directive 2008-015 “Public Access to Automated External Defibrillators (AEDs): Deployment, Training, and Policies for use in VHA Facilities”.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1665](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1665)
- 1.4.16. VHA Directive 2009-019, “Ordering and Reporting Test Results”.  
[www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1864](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1864)
- 1.4.17. VHA Directive 2009-038 “VHA National Dual Care Policy”.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2058](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2058)
- 1.4.18. VHA Directive 2010-020 “Anticoagulation Management”.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2234](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2234)
- 1.4.19. VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures".  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2252](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2252)

- 1.4.20. VHA Directive 2010-033 “Military Sexual Trauma (MST) Programming,”  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2272](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2272)
- 1.4.21. VHA Directive 2011-012 “Medication Reconciliation”.  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2390](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2390)
- 1.4.22. VHA Handbook 1003.4, "VHA Patient Advocacy Program".  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1303](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303).
- 1.4.23. VHA Handbook 1100.17: National Practitioner Data Bank Reports.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2135](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135)
- 1.4.24. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1364](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364)
- 1.4.25. VHA Handbook 1100.19 Credentialing and Privileging.  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
- 1.4.26. VHA Handbook 1101.02 Primary Care Management Module.  
[http://www.va.gov/vdl/documents/Clinical/Pri\\_Care\\_Mgmt\\_Module\\_\(PCMM\)/pcmmug.pdf](http://www.va.gov/vdl/documents/Clinical/Pri_Care_Mgmt_Module_(PCMM)/pcmmug.pdf)
- 1.4.27. VHA Handbook 1105.03 “Mammography Program Procedures and Standards”.  
[http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=2411](http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2411)
- 1.4.28. VHA handbook 1106.1 “Pathology and Laboratory Medicine Service Procedures.”  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1779](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1779)
- 1.4.29. Handbook 1120.2, "Health Promotion and Disease Prevention Core Program Requirements". [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2763](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2763)
- 1.4.30. Handbook 1330.1, "VHA Services for Women Veterans" dated 7/16/04.  
[http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=2246](http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2246)
- 1.4.31. Handbook 1160.01 “Uniform Mental Health Services”.  
[http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1762](http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1762)
- 1.4.32. VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards. [http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=512&FTYPE=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=512&FTYPE=2)
- 1.4.33. Privacy Act of 1974 (5 U.S.C. 552a) as amended. <http://www.justice.gov/opcl/privacy-act-1974>
- 1.4.34. VHA Handbook 1101.10, “Patient Aligned Care Team (PACT) Handbook”.  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2977](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2977)
- 1.4.35. The Contractor must be poised to respond quickly to VA policy and procedure changes.
- 1.5. DEFINITIONS/ACRONYMS:
- 1.5.1. ABMS: American Board of Medical Specialties.
- 1.5.2. ACLS: Advanced Cardiac Life Support.
- 1.5.3. ACPE: American Council on Pharmaceutical Education.
- 1.5.4. ACO: Administrative Contracting Officer.
- 1.5.5. ADE: adverse drug events.
- 1.5.6. AED: Automatic External Defibrillator.
- 1.5.7. AIS: Automated Information Security.
- 1.5.8. ANA: American Nurses Association.
- 1.5.9. AOA: American Osteopathic Association.
- 1.5.10. ARRT: American Registry of Radiologic Technology.
- 1.5.11. BAA: Business Associate Agreement.
- 1.5.12. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting.
- 1.5.13. BLS: Basic Life Support.

- 1.5.14. BOS: Bureau of Osteopathic Specialists.
- 1.5.15. CAHEA: Committee on Allied Health Education and Accreditation .
- 1.5.16. CAP: College of American Pathologists.
- 1.5.17. CARF: Commission on Accreditation of Rehabilitation Facilities.
- 1.5.18. CBO: VA Central Business Office.
- 1.5.19. CBOC: Community Based Outpatient Clinic.
- 1.5.20. CDC: Centers for Disease Control and Prevention.
- 1.5.21. CEU: Certified Education Unit.
- 1.5.22. CLIA: Clinical Laboratory Improvement Amendments.
- 1.5.23. CME: Continuing Medical Education.
- 1.5.24. CMS: Center for Medicare and Medicaid Services.
- 1.5.25. CO: Contracting Officer.
- 1.5.26. COPD: chronic obstructive pulmonary disease.
- 1.5.27. COR: Contracting Officer's Representative.
- 1.5.28. COS: Chief of Staff.
- 1.5.29. CPA: collaborative practice agreement.
- 1.5.30. CPS: Clinical Pharmacy Specialist.
- 1.5.31. CPT: Current Procedural Terminology.
- 1.5.32. CRNP: Certified Registered Nurse Practitioners.
- 1.5.33. CSWE: The Council on Social Work Education The CSWE website is <http://www.cswe.org/>.
- 1.5.34. CPARS: Contractor Performance Assessment Reporting System.
- 1.5.35. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.5.36. CVT: Clinical video Tele-health.
- 1.5.37. DICOM: Digital Image and Communication in Medicine.
- 1.5.38. DIGMA: Drop In Group Medical Appointment.
- 1.5.39. DRG: Diagnostic Related Group.
- 1.5.40. DSS: Decision Support System.
- 1.5.41. ECC: Extended Care Center.
- 1.5.42. EPRP: External Peer Review Program.
- 1.5.43. FDA: Food and Drug Administration.
- 1.5.44. FSMB: Federation of State Medical Boards.
- 1.5.45. HHS: Department of Health and Human Services.
- 1.5.46. HCFA: HealthCare Financing Administration.
- 1.5.47. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.
- 1.5.48. HT: Home Telehealth.
- 1.5.49. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories.
- 1.5.50. INR: International Normalized Ratio.
- 1.5.51. ISO: Information Security Officer.
- 1.5.52. LIP: Licensed Independent Practitioner.
- 1.5.53. MCCR: Medical Care Cost Recovery.
- 1.5.54. MQSA: Mammography Quality Standards Act.

- 1.5.55. MSN: Master of Science in Nursing.
- 1.5.56. NCCPA: National Commission on Certification of Physician Assistants.
- 1.5.57. NLN: National League for Nursing.
- 1.5.58. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program.
- 1.5.59. OTC: Over the Counter.
- 1.5.60. PA: Physician Assistant.
- 1.5.61. PACS: Picture Archiving and Communications System.
- 1.5.62. PACT: Patient Aligned Care Team Background & Introduction: VA has implemented a PCMH model at all VA Primary Care sites which is referred to as PACT. This initiative supports VHA's Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in team based environment including the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions. Actions that will assist CBOC Contractor in implementing PACT model:
  - 1.5.62.1. Participation in PACT national teleconferences and educational forums.
  - 1.5.62.2. Teamlet staff should attend VA sponsored Transformational Learning Centers of Excellence.
- 1.5.63. Parent Facility: VAMC responsible for performance monitoring and payment for contracted CBOC services.
- 1.5.64. PCMH: patient-centered medical home.
- 1.5.65. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.
- 1.5.66. PCP: Primary Care Provider.
- 1.5.67. Pharm.D: Doctor of Pharmacy.
- 1.5.68. POC: Point of Care Testing.
- 1.5.69. PWS: Performance Work Statement.
- 1.5.70. QAPI: Quality Assessment and Performance Improvement.
- 1.5.71. QASP: Quality Assurance Surveillance Plan.
- 1.5.72. RME: reusable medical equipment.
- 1.5.73. SOP (Clinical): Scope of Practice.
- 1.5.74. SELF- REFERRAL: Referring patients to Contractor's facility for follow-up care. Self-referral for outpatient services at the Contractor's facility is prohibited.
- 1.5.75. SFT: Store-and-Forward Telehealth
- 1.5.76. SM: Secure Messaging
- 1.5.77. SMA: Shared Medical Appointments.
- 1.5.78. SPD: Sterile Processing Division.
- 1.5.79. SPE: Senior Procurement Executive.
- 1.5.80. JC: Joint Commission.
- 1.5.81. TIU: Text Integration Utility.
- 1.5.82. TCT: Telehealth Clinical Technicians.
- 1.5.83. VA: Veterans Affairs.
- 1.5.84. VAMC: Veterans Affairs Medical Center.
- 1.5.85. VAPORHCS: VA Portland Health Care System

- 1.5.86. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.87. VHA: Veterans Health Administration.
- 1.5.88. VISTA: Veterans Health Information Systems and Technology Architecture.

2. **CBOC PACT STAFFING AND QUALIFICATIONS:**

2.1. **CBOC PACT STAFFING REQUIREMENTS:**

- 2.1.1. The Contractor shall provide personnel, either through direct hire or through subcontracting, in numbers and qualifications capable of fulfilling the PACT requirements of the resultant contract. VA Portland HCS will provide two Primary Care providers. The contractor will provide six additional staff to complete the PACT model of care: (2) Registered Nurses, (2) Clinical Associates, and (2) Medical Support Assistants (or comparable clerical support). VA Primary Care providers will have panel capacity for those currently enrolled at Lincoln County sites of care, as well as the growth estimates provided in the “Price Schedule and Services.” These numbers may be adjusted, upon approval by the Government, based on the availability of exam rooms and support staff (refer to VHA Handbook 1101.02).
- 2.1.2. PACT Staffing Model: Provision of appropriate staffing resources is an essential component of the PACT model. Teams need to be staffed adequately to fully implement a robust PACT model. Staffing for the PACT model is divided into the teamlet and expanded team. The teamlet staff is responsible for managing the care for a panel of patient(s) equivalent to a full time provider (~1200). The expanded PACT staff is equally important for the roles they play in the overall care of the Veteran and the care they deliver to multiple teamlets.
- 2.1.3. Teamlet staffing: The recommended staffing for a “teamlet” is 4.00 FTE for a full time provider panel (approximately 1200). Members of the teamlet include a primary care provider (MD), an RN Care Manager, a Clinical Associate (LPN/LVN or HT) and a Medical Support Assistant, who will provide clerical support. The Contractor shall provide all teamlet staffing, except for the primary care providers. The PCPs and teamlet staff will be on-site providing the clinical services.
- 2.1.4. Discipline-specific team member: A discipline-specific team member is a health care professional designated to a PACT position in the Primary Care Management Module (PCMM) who provides direct discipline-specific patient care to more than one panel of patients, but not to all primary care patients at the facility. Examples of discipline-specific team members are: Clinical Pharmacy Specialists, Registered Dietitians, Social Workers, and Primary Care-Mental Health Integration providers. All discipline-specific team members will have on site or tele-health appointments, as needed, and will be provided by VA. They are not considered members of CBOC staff for purposes of this solicitation.
- 2.1.5. Discipline-specific staffing: Discipline-specific members such as pharmacists, social workers, and dieticians are critical to effective and efficient PACT delivery. Expanded team members deliver care to multiple teamlets. Recommended staffing for expanded team members per teamlet includes 0.3 FTE Clinical Pharmacy Specialist (CPS), 0.5 FTE social worker and 0.2 FTE registered dietician. The following are recommendations for minimal staffing ratios of select discipline-specific team members. These team members are available to all Primary Care patients at all sites of care, and would be required to support Lincoln County patients, as needed. All discipline-specific team members will have on site or tele-health appointments, as needed, and will be provided by VA. They are not considered members of CBOC staff for purposes of this solicitation.

## 2.1.6. Minimum staffing requirements:

- 2.1.6.1. Sufficient support staff to conduct daily business in an orderly manner, including such functions as patient registration, financial assessments, and medical record documentation in VISTA. "Support staff" is defined as staff present in the clinic area assisting providers in the actual delivery of primary care to patients. It consists of RNs, LPNs, Medical Assistants, Health Technicians, and Medical Clerks in the clinic.
- 2.1.6.2. Staff involved in Coumadin Anticoagulation Clinics. Anticoagulation clinic management and Telephone Care for the primary care patients are also considered support staff, even if located in a separate area. VA will provide any needed staff for Coumadin Anticoagulation Clinics. Staff time dedicated to Business Office functions (means testing, registrations or billing), phlebotomy, file room activities, or supporting non-primary care clinics (e.g., podiatry, social work, and dietary) are not considered support staff for the purposes of this definition, and therefore, not required to be provided by the contractor.
- 2.1.6.3. Support staff should be in ratios to Primary Care Providers of at least three support staff for each full time equivalent Primary Care Provider.
- 2.1.6.4. The VA provider will be supervised by the Group Practice Manager at the Salem, OR CBOC and teamlet staff (RN, Clinical Associate, Medical Support Assistant) will be supervised by a Clinic manager provided by the contractor. There will be a collaborative approach between the provider and contract employees. There is no need for a Medical Director.
- 2.1.6.5. Other primary care staff: Provider staff including nurse practitioners and physician assistants will be provided by the VA, and registered nurses, support staff including licensed practical nurses, medical assistants, and health technicians, as deemed necessary to support the PACT concept outlined and the caseload ratios described in the PWS, will be provided by the contractor.
- 2.1.7. CBOC STAFFING QUALIFICATIONS: Personnel provided by the contractor (including subcontractors) shall provide the education and credentials of each clinical employee by name (C.V. and/or resume acceptable) to the COR.
- 2.1.7.1. CONTRACTOR'S TELEHEALTH SERVICES (including subcontractors): All VA staff providing tele-health related services into the clinic will be appropriately credentialed and; where necessary, privileged. All contractor staff who supports tele-health services must be working within permitted licensure and scope of practice. Where non-licensed staff is supporting tele-health services provided through the contractor they must do so under the appropriate clinical supervision.
- 2.1.7.2. Contractor staff may function as Tele-health Technicians (TCTs). TCT's will serve in a generalist role to support and manage tele-health clinical encounters from a patient and provider location as the Tele-presenter and imager for Tele-health store and forward applications. This position serves as the clinic manager for real time Tele-health events, including patient education activations, provision of equipment for the Home Tele-health program, technical and scheduling activities, training, developing and monitoring improvement process for all Tele-health activities as well as other program support duties as assigned. TCTs will perform patient screening and determine the cognitive, physical, emotional and chronological development of adult and geriatric patients effecting appropriate inter/intra facility and outpatient transportation. Ensure proper operation of equipment and products by performing

routine maintenance and maintaining proper records for quality reports and workload reporting.

- 2.2. LICENSE AND ACCREDITATION: All licenses held by the personnel working on this contract shall be full and unrestricted licenses.
  - 2.2.1. Technical Proficiency/Board Certification: The qualifications of such personnel shall also be subject to review and approval by the VA COS. Personnel shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently.
  - 2.2.2. The Contractor must ensure that all individuals who provide services and/or supervise services at the CBOC, including individuals furnishing services under contract are qualified to provide or supervise such services.
  - 2.2.3. Contractor staff qualifications, licenses, certifications and facility accreditation must be maintained throughout the contract period of performance. In the event that Contractor's staff are not directly employed by the treating facility, documentation must be provided to the COR to ensure adequate certification. All actions required for maintaining certification must be kept up to date at all times. Documentation verifying current licenses, certifications and facility accreditation must be provided by the Contractor on an annual basis.
  - 2.2.4. The Contractor is responsible for assuring that all persons acting for or on behalf of the Contractor, are properly licensed at all times under the applicable state law and/or regulations of the provider's license, and shall be subject to credentialing and privileging requirements by VA.
    - 2.2.4.1. The Contractor will not permit any employee to begin work at the CBOC prior to confirmation from the VA that the individual's background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the VA Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until such time as the deficiency is corrected:
    - 2.2.4.2. The VA will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.
    - 2.2.4.3. The contractor shall not approve of subcontracts with non-licensed individual or group providers. The contractor will rescind subcontractor approval if the subcontractor should lose their license during the course of the contract.
    - 2.2.4.4. If the contractor's employees or subcontracts with non-licensed individuals or group providers the VA may refer the matter to the appropriate licensing authority for action, as well as notify the patient that he/she was seen by a provider outside the scope of the contract and may pursue further action.
- 2.3. THE GOVERNMENT RESERVES THE RIGHT TO REFUSE ACCEPTANCE of Contractor, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by

current federal personnel regulations. The CO and COR shall deal with issues raised concerning contract personnel conduct. The final arbiter on questions of acceptability is the CO.

2.3.1. All patient complaints are reported immediately (within 24 hours.) The CO shall resolve complaints received from the COR concerning Contractor relations with the Government employees or patients. Providers and staff are familiarized with the process outlined in contractor's grievance procedures as well as patient rights. The CO is final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

2.4. CREDENTIALING AND PRIVILEGING: Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This VHA Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the Federation of State Medical Boards (FSMB); credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for other required providers. Of note, all RNs and LPNs under this contract will be required to meet educational requirements for credentialing and privileging, which includes graduation from an accredited school.

2.4.1. Contractor will ensure that any specialist that requires licensure or accreditation under this contract participate in the Credentialing and Privileging process through VHA's electronic credentialing system, "VetPro." No services are to be provided by any contract provider requiring credentialing until the parent VA Medical Executive Board and Director have granted approval. The Contractor will be provided copies of current requirements and updates as they are published.

2.4.2. Credentials and Privileges shall require renewal annually in accordance with VA and The JC requirements. Credentialed staff assigned by the Contractor to work at the CBOC shall be required to report specific patient outcome information, such as complications, to the VA. Quality improvement data provided by the Contractor and/or collected by the VA will be used to analyze individual practice patterns. The Service Chief, Primary Care Service Line will utilize the data to formulate recommendations to the Medical Executive Board when clinical privileges are being considered for renewal.

2.5. CME/CEU: Contractor staff registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credentials office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.

2.6. TRAINING (ACLS/BLS/VA MANDATORY): Contractor staff shall complete VA mandatory training as requested and complete ACLS/BLS training and keep ACLS/BLS certifications current throughout the life of the contract. Copies of current certifications shall be provided to the COR.

2.7. PATIENT INFORMATION: In performance of official duties, Contractor's provider(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. Contractor's provider(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or

unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.

- 2.7.1. Contractor staff shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished **annually**. Contractor staff shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please fax training certificates to the Contracting Officer's Representative (COR) at (503) 721-7942.
- 2.7.2. In addition, if providing medical services, Contractor staff will attend CPRS training prior to providing any patient care services. Contractor staff shall document patient care in CPRS to comply with all VA and equivalent TJC standards.
- 2.8. **RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS:** Contractor staff having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor for the respective facility.
- 2.9. **STANDARD PERSONNEL TESTING (PPD, ETC):** Contractor shall provide statement that all required infection control testing is current and that the contractor is compliant with OSHA regulations concerning occupational exposure to blood borne pathogens. The Contractor shall also notify the VA of any significant communicable disease exposures and the VA will also notify the contractor of the same, as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel ( as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.10. **NATIONAL PROVIDER IDENTIFICATION (NPI):** All Contractors who provide billable healthcare services to VA; VHA, shall obtain a NPI as required by the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier Final Rule, administered by the CMS. This rule establishes assignment of a 10-digit numeric identifier for Contractor staff, intended to replace the many identifiers currently assigned by various health plans. Contractor staff needs only one NPI, valid for all employers and health plans. Contractor staff must also designate their Specialties/Subspecialties by means of Taxonomy Codes on the NPI application. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>.
- 2.11. **CONFLICT OF INTEREST:** the Contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.
- 2.12. **CITIZENSHIP RELATED REQUIREMENTS:** While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United

States. Additionally, the Contractor is required to comply with all “E-Verify” requirements consistent with “Executive Order 12989 and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations. The Contractor must return a signed certification at the time of proposal that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, as amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S. Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to the VA. 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 18 U.S.C. 1001 and is applicable to the entire period of performance. See D.9 Contractor Employees Legal Status for e-verify certificate please fill out and return with solicitation.

- 2.13. ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT: In accordance with The Health Insurance Portability and Accountability Act (HIPAA) and the Balanced Budget Act (BBA) of 1977, the VA OIG has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
- 2.13.1. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed Contract staff and/or firm(s) are not listed. Contractors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP’s may also be imposed against the Contract staff and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.
- 2.13.2. By submitting their proposal, the Contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Contractor and/or firm is/are not listed as of the date the offer/bid was signed.
- 2.14. NON-PERSONAL SERVICES: The parties agree that The Contractor, contract staff, agents and sub-Contractors shall not be considered VA employees for any purpose. All individuals that provide services under this resultant contract and are not employees of the Contractor will be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by any and all of its subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service.
- 2.15. CONTRACT PERSONNEL: The Contractor shall be responsible for protecting all Contractor personnel furnishing services. To carry out this responsibility, The Contractor shall provide or certify that the following is provided for all contract staff providing services under the resultant contract:
- Workers’ compensation
  - Professional liability insurance
  - Health examinations
  - Income tax withholding, and
  - Social security payments

- 2.16. CONTRACTOR AND CONTRACT STAFF SHALL NOT PERFORM INHERENTLY GOVERNMENTAL FUNCTIONS. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
- 2.17. TORT: The Federal Tort Claims Act does not cover Contract staff. When a contract staff member has been identified as a provider in a tort claim, the Contractor's staff member shall notify the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's provider's action or non-action is the responsibility of the Contractor and/or insurance carrier.

3. HOURS OF OPERATION:

- 3.1. BUSINESS HOURS: Services shall be available from the contractor Monday through Friday, between the core hours of 8:00 am and 4:30 pm. Occasional extended hours may be necessary. Extended hours would include any times beyond core hours as well as weekends. Federal holidays are outlined in the next paragraph.
- 3.2. FEDERAL HOLIDAYS: The following holidays are observed by the Department of Veterans Affairs:

New Year's Day  
Washington's Birthday  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Christmas  
Any day specifically declared by the President of the United States to be a national holiday.

4. CONTRACTOR RESPONSIBILITIES

- 4.1. GENERAL: Contractor performing Primary Care and MH services shall provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up.
- 4.1.1. The Contractor shall provide CBOC services to Veterans, regardless of gender or age.
- 4.1.2. Those patients needing specialty or follow-up care shall be referred to VA.
- 4.1.3. Contractor's CBOC must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure continuity of health care.
- 4.1.4. If requested or required by either the Government or the Contractor, the Contractor will work closely with the CO and COR to modify the contract expeditiously, in order to limit the impact on the clinic's Veterans and ensure consistency with the care provided by the VA's other Primary Care Clinics.

- 4.1.5. STANDARDS OF PRACTICE: Contractor shall be responsible for meeting or exceeding VA and The Joint Commission (or equivalent) standards.
- 4.2. PACT PILLARS AND FOUNDATIONS: The PACT delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. A systems redesign approach has been developed to help teams focus on important components of the model including Patient Centered Care, Access, Care Management and Coordination as well as redesigning the team and work.
- 4.3. ENHANCE PATIENT CENTERED CARE: Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Contractor's CBOC staff shall be required to complete the following tasks in order to begin to implement Patient Centered Care:
  - 4.3.1. Engage the patient/family in self-management and personal goal setting.
  - 4.3.2. Provide education pertinent to care needs and document the provision of that education.
  - 4.3.3. Provide support on site to enroll patients in MyHealtheVet & Secure Messaging.
  - 4.3.4. Ensure staff is trained in self-management techniques, motivational interviewing, shared decision making as made available by VA.
  - 4.3.5. CBOC patients will be notified of all normal test results within 14 days.
- 4.4. ENHANCE ACCESS TO CARE: PACT strives for superb access to care in all venues including face to face and virtual care. Achievement of the following list of requirements will assist the Contractor's CBOC in achieving superb access for Veterans.
- 4.5. Face to Face Visit Access:
  - 4.5.1. Provide same day access for patients.
  - 4.5.2. Increase (establish) group visits and shared medical appointments.
  - 4.5.3. Avoid unnecessary cancellations as much as possible.
- 4.6. Virtual Access:
  - 4.6.1. Telephones:
    - 4.6.1.1. Phones should be answered by a "live" person with a focus on achieving first call resolution. First call resolution is taking care of the Veteran's issue/request during that call. This approach requires thoughtful planning and strategy.
    - 4.6.1.2. Increase telephone care delivered to Veterans by PACT members.
- 4.7. MyHealtheVet (MHV):
  - 4.7.1. Provide support to enroll into MyHealtheVet.
  - 4.7.2. Increase enrollees in MHV and Secure Messaging.
  - 4.7.3. Secure Messaging (SM):
    - 4.7.4. Encourage & educate patients to use SM as a non-synchronous mode of communication.
    - 4.7.5. Establish SM as a communication method in clinic.
    - 4.7.6. Increase Veteran participation.
- 4.8. Telemedicine & Telehealth:
  - 4.8.1. Improve access to scarce medical services via telemedicine capabilities as described in the FY13 T21 Implementation Guidance document. (see attachment)
  - 4.8.2. Increase Veteran enrollment in tele-health modalities available at VA Portland Health Care System.
- 4.9. ENHANCE CARE MANAGEMENT & COORDINATION OF CARE: Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays,

and emergency department visits. CBOC staff shall focus on the following actions to achieve improvements:

- 4.9.1. Improve Critical Transition Processes:
- 4.9.2. Inpatient to Outpatient:
- 4.9.3. Develop systems to identify admitted primary care patients.
- 4.9.4. Provide follow up care either by face to face visit or telephone visit within 2 days post discharge.
- 4.9.5. Document the follow up care in CPRS delivered and communicate among the team.
- 4.10. Enhance Primary Care to Specialty Care Interface:
  - 4.10.1. Participate in electronic virtual consults & SCAN ECHO as available.
  - 4.10.2. Develop resource listing of specialty care points of contact for nursing and medical care.
  - 4.10.3. Participate in VA Portland Health Care System sponsored medical educational activities to enhance networking with specialty staff.
- 4.11. Enhance VA & Community Interfaces in Caring for Veterans:
  - 4.11.1. Develop a list of community points of contact.
  - 4.11.2. Develop mutually agreeable interface systems with community facilities and providers.
- 4.12. Improve Systems for Managing the Care of Patient Populations:
  - 4.12.1. Enhance Management of Patients with Chronic Illness.
  - 4.12.2. Identify patients with suboptimal chronic disease indices from VHA databases (registries).
  - 4.12.3. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- 4.13. Provide enhanced Health Promotion & Disease Prevention Focus in Care Delivery by identifying patients with preventive care needs using VHA databases (registries). Once identified, care plans will be developed and implemented by including the required staff roles and responsibilities in addressing the veteran's care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- 4.14. Enhance Management of High Risk Veterans by identifying patients with preventive care needs from VHA databases (registries) who have frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and the severely injured/disabled or the frail elderly.
- 4.15. Improve Practice Design & Flow to Enhance Work Efficiency & Care Delivery:
  - 4.15.1. Maximize functioning of all team members through role and task clarification for work flow processes.
  - 4.15.2. Develop a plan to improve work flow process for visit or virtual care.
  - 4.15.3. Conduct daily teamlet huddles to focus on operational needs for that day.
  - 4.15.4. Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.
- 4.16. DIRECT PATIENT CARE: Contractor's Clinic shall provide Primary Care and MH services supporting a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Simple to Moderately Complex workload that can be appropriately managed in primary care and mental health are identified below:

Hypertension

Depression

Ischemic Heart Disease	Anxiety
Hypercholesterolemia	Degenerative Arthritis
Congestive Heart Failure	Respiratory Infection
Cerebral Vascular Disease	Chronic Obstructive Pulmonary Disease (COPD)
Peripheral Vascular Disease	Urinary Tract Infection
Diabetes Mellitus	Common Dermatological Conditions
Chronic Pain	Acute Wound Management
Gastric Disease	Skin Ulcers (Stasis and Dermal)
Anemia	Male Genitourinary (GU) Issues
Stable Chronic Hepatic Insufficiency	Cervical Cancer screening
Constipation	Osteoporosis
Common otic and optic conditions	Preventative Medicine Screening and Procedures
Basic diagnostic evaluation and tests for infertility	Cervical Cancer Screening
Breast Cancer Screening	Pharmacology in Pregnancy & Lactation
Evaluation & Treatment of Vaginitis	Evaluation of Abnormal Uterine Bleeding
Amenorrhea/Menstrual Disorders	Menopause Symptom Management
Diagnosis of pregnancy and initial screening tests	Crisis Intervention; Evaluate psychosocial well-being and risks including issues regarding abuse
Evaluation and management of Acute and Chronic Pelvic Pain	Violence in women & Intimate Partner Violence Screening
Recognition and management of Postpartum Depression and Postpartum Blues	-Personal and physical abuse -Verbal/Psychological abuse
Evaluation and management of Breast Symptoms (Mass, Fibrocystic Breast Disease, Mastalgia, Nipple Discharge Mastitis, Galactorrhea, Mastodynia)	Preconception Counseling Assessment of abnormal cervical pathology

4.17. Contractor shall schedule initial or follow-up visits to primary care providers at the Contractor's CBOC site.

- 4.18. Contractor shall obtain a complete history and physical examination which must be performed on the first visit other than in exceptional circumstances. Cervical cancer screening is not required on first visit but must be accomplished within VA screening guidelines, documenting any outside results and meeting guidelines for a new patient within the guideline time limits. This is a Vesting CPT Code visit.
- 4.18.1. Exceptional circumstances - means the Veteran is seen for his first visit as an emergency for a shorter duration visit. In this case, a complete history and physical examination must be completed within 72 hours.
- 4.18.2. The complete history and physical examination shall be performed with documentation of Veteran problems via the on-line Problem List option in VISTA/CPRS computer system which shall be updated as needed on each subsequent visit.
- 4.18.3. The Problem List shall be updated by the third visit and all subsequent visits, and include all significant diagnoses, procedures, drug allergies, and medications.
- 4.18.4. Contractor shall ensure within twenty four (24) months of the last visit, the Veteran receives a visit which justifies any of the Vesting CPT Codes.
- 4.18.5. Contractor shall schedule office, telephone and tele-health visits with other health care providers including nurses, physician extenders, CPSs, or dietitians for the purposes of monitoring or preventing disease and providing patients with information and/or skills so they can participate in decision-making and self-care.
- 4.18.6. Contractor shall ensure phone contacts with patients and primary care providers or their designee.
- 4.19. INPATIENT CARE: Should elective inpatient care be deemed necessary by the Contractor, the Contractor shall contact the VA Portland Health Care System at (503) 220-8262, ext. 55429 or 55430 to schedule admission.
- 4.20. Should emergency inpatient care be deemed necessary by the Contractor, the Contractor shall contact the VA Portland Health Care System at (503) 220-8262, ext. 55438 for guidance. Under no circumstances should emergent medical intervention be delayed pending administrative guidance from the VA. After notification, the VA will make a determination of eligibility for payment purposes.
- 4.21. AMBULANCE SERVICES: If an ambulance is required to transport a patient to a local hospital for emergency care, the Contractor shall contact a local ambulance company. The ambulance company shall be instructed to bill the VA for these services at the following address:

VA Portland Health Care System  
Mail Stop: P3TRAVEL  
3710 SW U.S. Veterans Hospital RD  
Portland, OR 97201

- 4.22. To qualify for emergency ambulance transportation, Veterans must meet the following criteria: 1) he or she must be rated at least at the 50% service connected level; 2) a physician must deem the emergency ambulance transport as medically necessary and related to the service connected condition; and 3) before the transportation can take place, the Veteran must receive prior approval. The CBOC can obtain such approval by contacting the Access Office at (503) 220-8262, ext. 55685. Once a decision has been made that the Veteran meets the above criteria, the contractor's physician shall complete automated VA Form 2105, Request for Special Transportation, a form provided by the VA which serves as authorization for ambulance service payment. The automated VA Form 2105 must be signed by the physician and faxed to the Travel Office, at (503) 273-5020 the same day the ambulance is requested. The Contractor shall also

notify the Access Office at (503) 220-8262, ext. 55685 if a patient is transferred to a local hospital.

- 4.23. In non-emergent situations when the patient needs to be transferred to the VA, the Contractor physician or his/her designee shall contact the Access Office at (503) 220-8262, ext. 55685 to discuss the case. In addition, a brief electronic Progress Note should be entered immediately and electronically signed outlining the reason for the urgent referral. The Progress Note should be completed in such time that the note is available for viewing by the hospital staff when the patient arrives for care. During regular business hours, the Contractor shall contact the Travel Office, at (503) 273-5020 and the Travel Office will make arrangements for either in-house or contract transfer. The Contractor's physician shall complete VA Memorandum Form 2105, *Request for Transportation*, and fax to the Travel Office, at (503) 273-5020. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at 503-220-8262, ext. 55424.
- 4.24. LABORATORY SERVICES: The Contractor is responsible for entering orders for laboratory tests into VISTA utilizing CPRS. Information concerning the laboratory tests is available in CPRS under the Tools Menu.
  - 4.24.1. The Contractor will send laboratory tests to the VA, *except* for those specified in this PWS.
  - 4.24.2. The VA will provide a courier service to deliver the specimens to our central testing facility.
  - 4.24.3. The specimens shall be sent to the VA Core Laboratory once daily.
  - 4.24.4. The Contractor shall be responsible for the proper collection, collection supplies, and other preservation of specimens. The Contractor is responsible for providing appropriate specimen collection containers that are compatible with the instrumentation and methodology used by the VA laboratory.
  - 4.24.5. Specimens must arrive at the VA in a condition that allows for safe specimen handling and not compromise the analyzers used for testing or specimen integrity. In the event that specimens are received in a container that does not satisfy those requirements, the VA reserves the right to specify the collection container to be used. A listing of specimen collection containers and laboratory test panels/profiles utilized by VA is included as an attachment to this requirement. The Contractor may not purchase the specimen collection containers from the VA since Federal Acquisition Regulations prohibit the purchase of supplies for resale. Specimens with a shipping manifest shall be delivered to the VA laboratory receiving area, building 100, room 2C-107, at the VA Portland Health Care System. Instructions for specimen collection, specimen processing, shipping manifest, and packaging of specimens for transport as an attachment to this requirement. The VA will not be responsible for the quality of laboratory test results obtain from specimens improperly collected or labeled, processed (centrifuged and aliquoted) and/or transported by the Contractor. The CBOC will be contacted to resolve any discrepancies identified on the shipping manifest. The CBOC will be notified of any specimen or testing problems. All laboratory test results will be available through VISTA/CPRS upon completion. Questions regarding VA laboratory services shall be addressed to the Supervisory Pathologist at (503) 220-8262 ext. 58061.
  - 4.24.6. The cost of all lab work, with the exception of lab work sent to the VA or emergency lab work sent to another site which has been authorized by the VA Communications Center, shall be borne by the Contractor.

- 4.24.7. If laboratory services to be provided under this resultant contract are not performed at Contractor's site, the Contractor shall be responsible for packing the laboratory samples for transport in a manner to ensure the integrity of the specimens and proper safeguarding of protected health information. The Contractor shall supply any special preservatives required for specimen preservation. Frozen specimens shall be shipped on dry ice, if required. If laboratory services are performed at a site other than the VA, the Contractor is responsible for entering the laboratory results into VISTA. The results for laboratory tests performed at another site cannot be entered into VISTA using existing test files. The Contractor must contact VAPORHCS Pathology and Laboratory Medicine at (503) 220-8262, ext. 56718 to create new test files prior to entering results.
- 4.24.8. The Contractor's CBOC shall provide POC Testing for the following conditions:
- 4.24.8.1. Mandated POC testing includes: Urine pregnancy testing.
  - 4.24.8.2. All waived testing at the Contractor's site will not be under the oversight of the VA.
  - 4.24.8.3. The Contractor must adhere to the VA (as detailed in VA handbook 1106.1) standards/requirements when performing waived laboratory tests. The results of all waived testing must be entered into the medical record in CPRS. The Contractor must take immediate action on any critical waived test result and immediately inform the VA, document the action taken through CPRS.
- 4.24.9. The Contractor's CBOC shall **not** provide POC Testing for the following conditions:
- 4.24.9.1. Non Mandated POC Testing.
  - 4.24.9.2. Conditions requiring chronic anticoagulation with warfarin. All patients requiring immediate testing will be referred to the centralized Anti-Coagulation at the VA Portland Health Care System.
  - 4.24.9.3. Glycosylated Hemoglobin (HbA1C) testing for patients with diabetes.
- 4.25. **LAB RESULTS:** VHA Directive 2009-019, "Ordering and Reporting Test Results," dated March 24, 2009, mandates that all test results, even normal results, be reported to the patient within 14 days of when the results become available. For critical laboratory results, the responsibility will be with the VA primary care provider and not the Contractor.
- 4.26. **RADIOLOGY SERVICES:** Radiology services will not be provided by the Contractor. All patients will be referred to a VA facility for radiology services.
- 4.26.1. For critical radiology results, the responsibility will be with the VA primary care provider and not the Contractor.
- 4.27. **ELECTROCARDIOGRAM SERVICES:** The contractor must utilize MUSE-compatible EKGs which are interfaced with VistA Imaging: the GE/Marquette MAC 5500. This will be supplied by VA at cost to the contractor. EKGs are done by the CBOC and documentation will be sent electronically from the GE/Marquette 5500 EKG machine directly into VistA Imaging. When a MUSE-compatible system is not available, EKGs will be confirmed, interpreted and documented by the CBOC licensed provider (normally the VA primary care provider). The report will be scanned directly into VistA Imaging by the CBOC. The EKGs will be confirmed and/or read by CBOC providers.
- 4.28. **PHARMACY SERVICES:** Routine prescriptions will be dispensed by at the VA and mailed to the Veteran. The PCP will enter all prescription orders using the CPRS outpatient medication order entry option, to include complete directions for the prescription, the indication for the medication use, and the appropriate quantity and subsequent refills for the medication.
- 4.28.1. Medication orders for controlled substance (Schedule II) prescriptions must be entered into CPRS (as per local policy) as well as be written (on an authorized VA Form 10-2547F

- or other State or Federally approved controlled substance order form) and sent to the VA Pharmacy at the end of each business day. The VA will dispense controlled substances in accordance with Federal Law CFR Title 21 1300-end. The VA PCP will do this.
- 4.28.2. Prescriptions, with the exception of CII narcotics, shall be entered electronically in CPRS for transmission to the VA Pharmacy for processing and mailing. CII narcotic prescriptions shall be couriered to the VA at the end of each business day. The VA PCP will do this.
- 4.28.3. The VA Pharmacy will work closely with the PCP in prompt mailing of medications. Should the provider determine that it would be detrimental to the patient's health to wait 7-10 days before initiating drug therapy, the provider may write a prescription (based on a limited formulary of emergent items attached) for a bridge supply of the drug to be filled at the local contracted pharmacy vendor until the prescription can be processed and mailed from VA Pharmacy.
- 4.28.4. NOTE: The provider must enter an order for the drug in CPRS as with documentation that the medication was filled locally.
- 4.28.5. Medications determined by the provider to be emergent but NOT on the emergent formulary list must be pre-approved by VA pharmacy service prior to being filled at the local contracted pharmacy vendor (Check with PBM website at <http://www.pbm.va.gov/default.aspx>). Authorization must occur BEFORE sending the patient to the local pharmacy to ensure the prescription will be filled. To gain said authorization, the PCP must contact the outpatient pharmacy supervisor at (503) 220-8262, ext. 33516 PRIOR to sending the patient to the local pharmacy. The VA CBOC EMERGENT DRUG FORMULARY should NOT be used to bridge refills for the patient (i.e. used to give partials until refills are processed).
- 4.28.6. All medications and supplies that are stocked at the CBOC location must be approved and procured by VA Pharmacy. All routine medications and supplies used in the treatment of outpatients on premises are required to be stored and secured to meet compliance with TJC standards, VHA policy, and OSHA guidelines. Efforts should be made to limit the number of ward stock medications and supplies stored at the CBOC. The Contractor is responsible to ensure all medications are subject to routine inspection, inventory as required by VA Pharmacy, proper storage (in a secure and locked location), and meet all VA policy and TJC standards for medication management.
- 4.28.7. The Pharmacy will provide the Contractor with a limited supply of routine vaccines for administration. An order for the vaccine must be entered into CPRS by the provider. The Contractor must keep all vaccines furnished by the VA separated from all other pharmaceuticals, in a secure and locked location, refrigerated and monitor temperatures of vaccines and other refrigerated drugs on a twice daily basis per TJC and CDC guidelines for vaccines. A record of refrigerator temperature monitoring must be maintained by the contractor. If a temperature variation is identified by the contractor, the contractor should contact the VA immediately to determine the appropriate disposition for the refrigerated medications. Vaccines furnished to the Contractor by the VA are only to be used for VA patients. To monitor the use of VA provided vaccines, the Contractor must develop an electronic log for each VA-furnished vaccine.
- 4.28.8. Upon dispensing or administration to a VA patient, the Contractor shall enter in the log the first initial of the patient's last name, the patient's first name (to avoid confusion between patients with the same SSN or last name), the last four digits of patient's SSN, date, vaccine name, and quantity. The electronic log book will reside on a VA shared drive or SharePoint site. No paper based log books are to be maintained for any reason. When nearing

depletion, the supply of vaccines provided to the Contractor will be replenished by VA upon faxing a copy of the appropriate properly completed log to (503) 721-1068. Influenza, pneumococcal, tetanus/diphtheria toxoid, with and without pertussis (TD/TDaP), Herpes zoster, human papilloma virus, and PPD will be stocked at the CBOCs. The more expensive, less routine vaccines will not be stocked, but must be ordered by prescription for the specific patient.

- 4.28.9. A patient's new allergy information shall be entered into the patient's record via CPRS. The specifics of the patient's allergy or adverse drug reaction, if known, must be included in the documentation. VA Pharmacy is not permitted to dispense any prescriptions without documentation of a patient's allergies being listed in the chart (or documentation that no known allergies exist as appropriate).
- 4.28.10. In accordance with TJC standards, the Contractor shall conduct nursing station inspections in collaboration with the local VA Pharmacy on a monthly basis (with oversight provided by VA Pharmacy and governing bodies). The medication storage sites and clinic nursing station will be inspected to ensure that medications are being stored properly (i.e. under refrigeration, if required; externals separated from internals; expiration dates checked, etc.), and VA Medication Inspection Form (VA Form 10-0053) will be completed and mailed to the VA Outpatient Pharmacy Supervisor and the COR by the tenth (10th) day of each month. This information will be used in conjunction with the COR's quarterly evaluation of the Contractor's performance. The VA will provide the Contractor with a supply of VA Form 10-0053. The mailing address is:

VA Portland Health Care System  
Mail Stop: P6PHAR  
3710 SW U.S. Veterans Hospital RD  
Portland, OR 97201

- 4.28.11. The Primary Care Division shall be responsible for providing all necessary information for each provider with prescriptive authority to VA Pharmacy to include a signature documentation that includes the prescribers name, state license information, DEA number (as applicable), address, phone number and the original prescribers "wet" signature. A signature card with the prescribers "wet" signature must be provided to the VA Pharmacy prior to the prescribers start date.
- 4.28.12. New drug orders: The PCP will ensure that at least 95% of all new drug order requests follow all VA Portland Health Care System prescribing guidelines. This is including but not limited to ensuring all appropriate labs have been previously ordered and that the order is not a non-formulary drug.
- 4.29. The PCP shall provide counseling to patients, family or caregivers in accordance with State and Federal laws and VHA requirements, family, including, but not limited to:
- 4.29.1. Medication instructions regarding drug, dose, route, storage, what to do if dose is missed, self-monitoring drug therapy, precautions, common side effects, drug-food interactions, and medication reconciliation, and importance of maintaining an accurate and up-to-date list of all medications (including herbals and over-the-counter medications). Confirmation and documentation of patient/caregiver instruction and the of patient's/caregiver patient's understanding of the instructions including telephone contacts must be documented in the Progress Notes or by using a template provided for this purpose.
- 4.29.2. Instructions of VA refill process (VA patient handout).

- 4.29.3. Instructions to Veterans and/or care giver on the safe and appropriate use of equipment being supplied shall be documented in the Veteran's medical record.
- 4.29.4. Instructions on VHA Directive 2007-016 "Coordinated Care Policy for Traveling Veterans".
- 4.29.5. Instructions on VHA Directive 2009-038 "VHA National Dual Care Policy".
- 4.30. Reports of ADEs will be documented in the patients' medical records (under the Allergy/Adverse Drug Reaction tracking option in CPRS) and the specifics of the events must be forwarded to VA Pharmacy as they occur via E-mail distribution to VHAPOR-Pharmacy Supervisor.
- 4.31. All medication errors and medication related incidents shall be reported immediately to the Chief, Pharmacy Service or designee. Additionally, the Contractor shall record and report these events to prescribers and the VA Chief Pharmacy service on a routine basis (as determined by the VA Chief, Pharmacy Service).
- 4.32. Customer complaints regarding pharmacy services must be addressed by the VA pharmacy service. The Contractor cannot resolve a medication related issue; the Contractor shall notify the PCP who will contact the VA pharmacy service to assist in resolution. Reports of such complaints must be recorded and forwarded to the VA Chief, Pharmacy Service on a routine basis.
- 4.33. The PCP must work in collaboration with VA Pharmacy when there are identified medication management needs of the CBOC patients. Examples of this include notification and management of patients that are taking medications that pose a medication safety concern or patients that are taking medications that require therapeutic substitution based on formulary or medication safety concerns. PCP requirements will be identified by VA governing bodies and VA Pharmacy.
- 4.34. In accordance with TJC regulations, the PCP or Contractor shall provide the patient with an accurate, reconciled list of medication to include medications that the patient is receiving from the VA, medications that he takes from non-VA providers, and any over-the-counter, herbal or alternative medications that the patient reports taking. The PCP and Contractor shall meet all requirements of VHA Directive 2011-012 "Medication Reconciliation" (or subsequent revisions thereto) as well as VA policy related to medication reconciliation. The PCP and Contractor shall also maintain compliance with Medical Center Memorandum 11-14, Medication Reconciliation Process (Attachment 4).
  - 4.34.1. The PCP shall meet all requirements for anticoagulation management outlined in VHA Directive 2010-020 "Anticoagulation Management" (or subsequent revisions thereto) as well as VA policy related to the management of patients on anticoagulation. The PCP will provide quarterly and annual anticoagulation quality assurance summaries as outlined by the Drug Utilization Committee format. For questions, please contact Colleen Colley, VAPORHCS Anticoagulation Coordinator at [Colleen.Colley@va.gov](mailto:Colleen.Colley@va.gov).
- 4.35. CLINICAL PHARMACY SERVICES: The provision for clinical pharmacy services and expertise of a CPS should be available to all patients managed by the PCP. This service may be provided by the VA pharmacy or through the Salem, Oregon CBOC.
  - 4.35.1. Clinical pharmacy: These services should be provided by a CPS with appropriate knowledge, skills, and abilities (KSAs) to perform comprehensive medication management as described previously. The CPS will function in the capacity of a mid-level provider (through a SOP) or CPA as their primary duty is to collaborate with providers to provide comprehensive medication management to patients.
  - 4.35.2. The PACT CPS and other CBOC providers will receive support from VA to handle routine outpatient medication activities such as prescription verification, refill, renewal, and

extension of medication, therapeutic substitutions and conversions, and other general pharmacy issues.

- 4.35.3. Core privileges should be established in the SOP or CPS to include medication prescriptive authority, assessments, laboratory and other test ordering privileges in the most common Primary Care disease states (chronic diseases including, but not limited to, diabetes, hypertension, hyperlipidemia, smoking cessation, pain management, hepatitis C, osteoporosis).
- 4.35.4. Direct patient care activities are essential to the role of the CPS in impacting comprehensive medication management and optimal patient care outcomes in PACT. The CPS should have 30-35 hours of bookable appointment time per week. Direct patient care activities in PACT Pharmacy Clinics should contain the 160 stop code in the primary or secondary position to ensure workload capture for clinical pharmacy services.
- 4.35.5. As appropriate, telephone clinic shall contain appropriate stop codes as well to ensure billing and workload for clinical pharmacy services (160 in the secondary position).
- 4.35.6. Direct patient care refers to patient care functions which are carried out by a pharmacist in an advanced practice role and are above and beyond those functions considered to be routine part of a pharmacist's duties. Some examples of direct patient care activities include:
  - 4.35.6.1. Face-to-face comprehensive medication management of complex patients and chronic diseases (such as anticoagulation, hypertension, diabetes, hyperlipidemia, COPD, heart failure, hepatitis C, pain management);
  - 4.35.6.2. Urgent or same day face-to-face patient visits including but not limited to patient medication review for polypharmacy, recent hospital discharges, co-managed care patients;
  - 4.35.6.3. Virtual Care modality visits such as Veteran requests through secure messaging, telephone-based care, CVT, HT; SMA; and DIGMAs.
- 4.36. MENTAL HEALTH: The VA shall provide the services of a Licensed Social Worker (LSW) independent provider (LIP) to provide psychosocial assessment, brief treatment, and referral management for support and supportive counseling to Veterans on site at the CBOC in Salem, Oregon.
  - 4.36.1. The VA shall provide both Primary Medical Care and primary MH Care services within the identified locations.
  - 4.36.2. The LSW LIP shall provide consultative advice to the CBOC primary care team, provide direct clinical care when indicated and maintain an ongoing relationship with the enrolled patient for counseling and case management of Veterans with psychiatric disorders and arrange and manage for referral to VA if more specialized mental health services (such as PTSD evidence based psychotherapy, psychological testing, or treatment of more complex diagnoses) are indicated. The VA LSW LIP shall also establish contact with VA if inpatient care is needed and serve as liaison between the CBOC primary care staff to coordinate primary care and specialty mental health treatment.
  - 4.36.3. During normal business hours, transfer to VA can be arranged by calling the Access office at (503) 220-8262 ext. 55685; and after normal business hours by calling the Administrative Officer of the Day (AOD) at (503) 220-8262 ext. 55424. The nurses or Administrative Officer of the Day will assist in arranging transfer to VA. If immediate consultation with a psychiatrist is needed, the LSW can also call this number and request assistance. Patients with health-related questions may also be directed to call the VA

Portland Health Care System at (503) 220-8262, and follow the menu options to reach the Nurse Helpline.

- 4.36.4. Estimated Veteran Workload: It is estimated that 15% of enrolled Veterans will require Behavioral Health Services.
- 4.37. VIRTUAL CARE SERVICES: Several medical initiatives are either in service or being planned for the near future are either in service or being planned for in the near future. The Contractor will be prepared to implement any virtual care services upon direction by the VA. Contractor shall implement VHA T21 guidance for/or in requirements (attached) in coordination with Portland's Consumer Informatics & Information Retrieval (CIR.) Manager. Tele-health involves the delivery of clinical care and testing in situations in which patient and provider are separated by geographic distance. There are a number of Tele-health services implemented with the Portland Medical Center. These services consists of Clinical Video (e.g., Tele-mental Health, Tele-Dementia, Tele-Cardiology, Tele-Primary Care, etc.) and Store and Forward services (Tele-Retinal and Tele-Dermatology, etc.).
- 4.37.1. Links to VA tele-health resources that detail clinical, technology and business associated processes. These are provided for information and to guide the contractor in configuring the tele-health services that VA requires. The contractor cannot assume that all clinical, technology, business, regulatory and legal aspects of tele-health that apply to VA and VA practitioners will automatically apply to a third party contracting for tele-health-related services with VA. It is the responsibility of the contractor to ensure that all services provided by a third party to VA using tele-health meet all such requirements and will work with Portland's CIIR Manager to ensure that all requirements are met.
- 4.37.2. It is the responsibility of the contractor to ensure that in the event of a patient emergency, e.g. acute medical event, violence or threat of self-harm that explicit processes are in place that ensures a distance provider can alert the clinic and institute the appropriate actions to protect patients and/or staff from harm. These processes must be regularly checked to ensure they are operational and meet specified response times.
- 4.38. The Contractor shall provide Clinical Video Tele-health (CVT) and Store-and-Forward Tele-health (SFT) services including:
- 4.38.1. Clinical Video Services: The Contractor shall be prepared to provide medical specialty services through Clinical Video for a number of specialties, to include Tele-retinal and Tele-dermatology. VA will provide all necessary equipment and supplies, to include: Tele-health carts with peripherals, specialized camera with associated memory cards, tripod, storage case, battery pack and cleaning equipment; transmission software; cleaning supplies with instructions; and rulers.
- 4.38.2. Tele-retinal: Imaging for a target population of patients, to include those with Diabetes Mellitus who have not been evaluated for retinopathy within the past year, in accordance with Memorandum XX-123, "Tele-retinal Imaging Program," dated 1/19/10 (or subsequent revisions thereto). The VA Primary Care Providers (PCPs) will determine, based on CPRS eye clinic records or patient eye history documented in CPRS, which patients that need to be imaged.
- 4.38.3. Staffing: The Contractor will be required to provide two (2) personnel for performance of these services; one primary and one back-up.
- 4.38.4. Competency: Tele-retinal Imagers will be expected to provide clinical care in compliance with established clinical protocol. Additional guidelines governing operations will be utilized and provided to Contractor by VA. The Tele-retinal Imager will be expected to successfully complete training programs required for certification as a Tele-retinal

Imager including VA required training and any VA training mandated for Tele-retinal Imagers. Tele-retinal Imagers will be responsible for maintaining imager certification. Tele-retinal Imagers will be expected to demonstrate competency on the function and use of the digital retinal imaging system. VA will provide training to Tele-retinal Imager and document competency.

- 4.38.5. Equipment: The VA will provide the necessary tele-retinal imaging equipment and maintenance beyond the user level. The Contractor will provide routine user-level maintenance and cleaning (to include cleaning supplies) ensuring that preventive maintenance is performed on schedule, reporting of equipment failures per protocol, entry of service requests, routine minor maintenance, troubleshooting, and interfacing with vendor to resolve equipment issues.
- 4.38.6. Services: The Contractor's tele-retinal service will include but are not limited to: coordinating tele-retinal clinic set up, scheduling, coordination of consult loading into local CPRS account, consult management, provision of data on request, attendance on VA or Network Tele-retinal Imaging Team calls, maintaining records required for quality control processes, and participating in performance improvement activities. The Contractor will be responsible for transmitting tele-retinal images and all other supporting data to the assigned VA reading center within time lines established by policy. The Contractor will notify patient of results within 14 days of procedure and is responsible for scheduling follow up evaluations based on clinical protocol. The Contractor will be responsible for satisfying the clinical reminder for eye care.
- 4.38.7. Patient Education: The Contractor will provide basic education to patients including but not limited to: review of acquired images for anatomic and general findings, discussion with Veteran regarding the association between glucose control and ocular health, review of the importance of receiving routine eye evaluations, review of photos, and provision of approved handouts.
- 4.39. Tele-Dermatology: The Contractor shall be prepared to set up for medical specialty consultative services in Dermatology. VA will provide all necessary equipment and supplies, to include: specialized camera with associated memory cards, tripod, storage case, battery pack and cleaning equipment; transmission software; cleaning supplies with instructions; and rulers. The VA Primary Care Division will be required to:
  - 4.39.1. VA Primary Care Provider will complete online Tele-Dermatology training and compile documents necessary to modify scope of practice and collaborative practice agreements.
  - 4.39.2. As requested by a CBOC PCP, utilize the trained mid-level provider to measure and photograph (using VA provided rulers and a tele-derm camera) potential dermatologic concerns.
  - 4.39.3. Using VA provided VistA Imaging software, utilize the trained mid-level provider or other staff member to transfer images from the tele-derm camera to a computer workstation at the CBOC, and then transmit the images to the VA Dermatology Department for consultative analysis.
  - 4.39.4. Initiate treatment, as directed by the VA Dermatology Department.
  - 4.39.5. Provide for storage of one tele-derm camera (and associated supplies) and the ability to move the camera to various exam rooms to take photos of potential dermatologic concerns.
- 4.40. Secure Messaging: Involves the way patients can send secure emails to their provider to address simple questions, address needs for appointments, and medication questions. It is the responsibility of the contractor to ensure that all services provided by a third party to VA using

secure messaging meet all such requirements. The Contractor will be responsible for responding to all secure messaging within time lines established by policy.

- 4.41. **MILITARY SEXUAL TRAUMA (MST) SCREENING:** VHA Directive 2010-033 “Military Sexual Trauma (MST) Programming”, dated July 14, 2010 (or subsequent revisions thereto) requires the expansion of the focus on sexual trauma beyond counseling and treatment, mandates that counseling and appropriate care and services be provided, and mandates that a formal mechanism be implemented to report on outreach activities. The VA has mandated screening of every Veteran, male and female, for sexual trauma while in the military. This includes asking the Veteran whether they have experienced sexual harassment, sexual or physical assault, or domestic violence while on active duty. Screening will be conducted by the VA primary care physician and documented in the electronic medical record and in the MST software package in VISTA. If a Veteran screens positive for such trauma and would like to receive evaluation or counseling services, a consult can be initiated to Behavioral Health outpatient services. The Veteran may decline such services, and this should be documented as well. Immediate assistance can be obtained by calling the VA Mental Health Military Sexual Trauma Coordinator at (503) 220-8262, ext. 57429.
- 4.42. **SPECIALTY CONSULTATIONS, DIAGNOSTIC TESTING, AND CARE PROVIDED AT VA AND SITES OTHER THAN THE CONTRACTOR SITE:**
- 4.42.1. *More specialized evaluations and treatments beyond the purview of a primary care provider can be provided at no cost to the Contractor through the VA.*
- 4.42.2. Non-emergent specialty consultations and diagnostic tests not performed at the CBOC will be performed at the VA. The charges incurred from *non-emergent* specialty evaluations, diagnostic testing, and care provided at sites other than the VA are outside this contract, and reimbursement will be made outside of this contract. If prior authorization is obtained from the Purchased Care Division at (360) 759-1674 a request for Authorization for Outpatient Fee Basis Services is requested by the ordering Provider by completing the CPRS Generic Fee Consult with full vendor information including name, address, fax, phone and date of appointment, if the date of appointment is known. Subsequent approval may be granted upon review by the Fee Basis Approving Physician or Nurse. These authorizations, however, will be granted only in rare instances, as *non-emergent* referrals should be made to the VA.
- 4.43. **Women Veterans Health Care.** Mammograms will be filled by the VA Provider completing the Mammogram consult. No further action by contract staff is required.
- 4.43.1. The Purchased Care Division of the VAPORHCS will arrange a mammography appointment at an accredited facility.
- 4.43.2. The full range of primary care needs for women Veterans is described below: Care for acute and chronic illness includes routine detection and management of disease such as acute upper respiratory illness, cardiovascular disorders, cancer of the breast, cervix, colon, and lung, diabetes mellitus, osteoporosis, thyroid disease, COPD, etc. Gender-specific primary care, delivered by the same provider, encompasses sexuality, contraception counseling, pharmacologic issues related to pregnancy and lactation, management of menopause-related concerns, and the initial evaluation and treatment of gender-specific conditions such as pelvic and abdominal pain, abnormal vaginal bleeding, vaginal infections, etc.
- 4.43.3. Preventative care includes services such as age-appropriate cancer screening, weight management counseling, smoking cessation, immunizations, etc. The same primary care

provider should screen and appropriately refer patients for military sexual trauma as well as evaluate and treat uncomplicated mental health disorders and substance use disorders.

- 4.43.4. Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request.
- 4.43.5. Equipment such as privacy curtains, exam tables with stirrups and lights, adjacent bathrooms where pelvic exams are conducted, speculums, supplies, and equipment to perform Pap smears and pregnancy testing should be on hand in the clinic area.
- 4.44. Medical Emergency: If the VA is informed at the time of medical emergency (by contacting the Access Office at (503-220-3483) or after 4:30 PM and on weekends and holidays the Administrative Officer of the Day (AOD) at (503-721-7803) and subsequent approval is granted after review of medical records, *emergency* care charges will be paid for by the VA, generally *only* if the Veteran is seen at the Contractor’s site and then sent for emergency medical care at the nearest facility.
  - 4.44.1. However, the Veterans Millennium Health Care and Benefits Act (38 U.S.C. 1725) (effective 5/29/00) established provisions for the possible payment of non-VA emergency services provided for non-service connected conditions of certain Veterans who have no medical insurance and no other recourse for payment. Refer to ‘Patient Scheduling’ regarding patients who self-refer or are directed by telephone contact with the CBOC to go to local emergency facilities.
  - 4.44.2. **Under no circumstances should emergency care be delayed pending administrative guidance from the VA.**
- 4.45. Hard copies of reports from sites other than the Contractor's must be scanned by the Contractor into the electronic medical record maintained at the CBOC. No hard copies of medical records will be maintained at the CBOCs.
- 4.46. Available Consult Services: Consult services available at VA via electronic request:

<b><u>Medicine:</u></b>	<b><u>Surgery:</u></b>	<b><u>Other:</u></b>
Allergy	Anesthesia	Anticoag
Autopsy Request	Bariatric Surgery	Audiology Speech
Cardiology	Cardiac Surgery	Behavioral Health
Dermatology	Colorectal Cancer	Clinical Pharmacy
Emergency Dept Referral	Care	Community Based Care
Endocrine/Diabetes	ENT	Communication
General Medicine	General Surgery	Dental
Gastro Intestinal (GI)	Gynecology	Laboratory
Hematology/Oncology	Neurosurgery	Geriatric
Hospice (Palliative Care)	Ophth/Optomtry	Miscellaneous

Team)	Orthopedic	Nutrition & Weight
Infectious Disease	Plastic	Pain Management
Neurology	Podiatry	Pastoral Care
Pulmonary	Pressure	Primary Care
Renal	Ulcer/Wounds	Prosthetics
Rheumatology	Thoracic Surgery	Radiation Therapy
Therapeutic Phlebotomy	Transplant	Recreation
	(Liver/Renal)	Rehab Medicine
	Urology	Social Work
	Urogynecology	Speech Pathology
	Vascular	

4.47. Referral Process: Contractor shall request specialty consultations electronically through CPRS and include consult service requested, urgency, diagnosis (when required), and reason for request. Any and all additional information required by some Specialty Sections must be entered by the referring VA Primary Care Provider via the consult template.

4.47.1. The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. The VA serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by the VA.

4.47.2. The VA is responsible for communicating with the Contractor results of any treatment provided by the VA for the patient. The primary communication link will be the computerized patient record system in CPRS.

4.48. SPACE REQUIREMENTS:

4.48.1. Mental Health: VA Mental Health Provider Work Space: The Contractor shall provide a private office, no smaller than 100 square feet, and appropriate office furniture for a VA mental health provider who will work out of the CBOC. The Contractor shall provide administrative support for scheduling and answering and forwarding calls. The Contractor shall provide a phone, basic administrative office supplies, and use of the CBOC's shared office machines. The VA will provide a computer work station for this provider.

4.48.2. Tele-psychiatry: The Contractor shall provide space for telepsychiatry equipment to be placed within the facility by the VA. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VA via electronic transmissions. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (provided by VA). The VA will maintain the VA-provided tele-psychiatry equipment. VA will also provide the networking capability to support the tele-psychiatry equipment. The Contractor's staff will facilitate use of the equipment for the Veterans. Contractor will provide clerical support, including scheduling, for VA tele-psychiatry CRNP.

4.49. ADMINISTRATIVE: 20% of contract staff's time will not involve direct patient care.

- 4.49.1. Contractor's Personnel shall attend service staff meetings as required by the VA COS or designee. Contractor is to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.
- 4.50. **PATIENT SCHEDULING:** The Contractor clinic is not designated as an emergency or urgent care center, and as such is by "appointment only." Nonetheless, the Contractor shall maintain a triage system for walk-in patients. Urgent walk-in patients are to be triaged by the Contractor RN or the VA Provider.
- 4.50.1. Face to Face Episodic Care for Patients Not Assigned at the CBOC: At no additional cost the contractor is expected to provide approximately 7 per month nurse-only visits and 5 per month provider visits to Veterans who are not enrolled (assigned) for care at the CBOC. These visits occur when a Veteran (not assigned to the CBOC), but who is an otherwise eligible Veteran, comes to the clinic seeking limited episodic care that cannot be provided by the Veteran's assigned primary care provider/team at their preferred facility. The clinic shall ensure that the Veteran is triaged by a nurse and that any basic care that can be provided by the nurse and/or provider is provided. An example of this type of care would be a Veteran traveling from Texas to Virginia who is enrolled at a VAMC in Texas but needs a nursing visit for phlebotomy or a provider visit for an acute/urgent illness.
- 4.50.2. Telehealth support for Patients Not Assigned at the CBOC— At no additional cost the contractor is expected to provide approximately 10/month specialty tele-health visits with the VAMC parent for Veterans who are not enrolled (assigned) for care at the CBOC. These visits occur when a Veteran (not assigned to the CBOC), but who is an otherwise eligible Veteran, requires a specialty tele-health visit with the parent VAMC (vs. requiring the patient traveling to the parent VAMC). The CBOC will support the scheduling and visit management as per requirements and normal routine as defined in the PWS.
- 4.50.3. Open Access is an important concept for VHA primary care and is in part measured by the Same Day Access metric: 70% of patients should receive same day access with their Primary Care Team.
- 4.50.4. The Contractor will schedule routine appointments within seven (7) calendar days of request for Primary Care patients and urgent appointments within two (2) business days of request or as medically indicated. The CBOC shall meet the Veterans Health Administration's (VHA's) timeliness standards as outlined in VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures," dated June 9, 2010 (or subsequent revisions to VHA Performance Standards).
- 4.50.5. Contractor will not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner. Any appointment cancelled needs to be rescheduled within 2 weeks. This means the patients must be seen within 2 weeks of the original cancelled appointment date.
- 4.50.6. Critical patients (those with true emergent needs) shall not be served by the Contractor, and shall be referred to the nearest "safe harbor" medical facility capable of providing critical emergent services. Immediate notification of the Authorization Unit at (360) 759-1674 is mandatory.
- 4.50.7. In most instances, patients shall be seen within 20 minutes of scheduled appointments in accordance with VHA Directive 2006-041 (expired on June 30, 2011 but will still be effective until a revision or rescission is published).
- 4.51. **My Healthe Vet:** Veterans interested in the MyHealtheVet initiative will be directed to the web site [www.myhealth.va.gov](http://www.myhealth.va.gov) where they can register as a Veteran seen at the VAPORHCS. Once registered, the Veteran can present to the CBOC to be authenticated.

## 4.52. TELEPHONE ACCESS:

- 4.52.1. The VA must make provisions for toll free telephone care, twenty-four (24) hours a day, seven (7) days a week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033 "Telephone Service for Clinical Care."
- 4.52.2. VHA Directive 2007-033 mandates that the VA's telephone services will provide health care advice and information to all veterans receiving care via any CBOC and details requirements for telephone service during regular working hours, weekend-holiday-every-night 7:30 am to 4:30 pm, and answering staff (physicians, providers, or registered nurses with direct access to patient records).
- 4.52.3. VHA requires that all Veterans have access for toll free telephone care twenty-four (24) hours a day, seven (7) days a week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033.
- 4.52.4. VHA Directive 2007-033 mandates that the CBOC's telephone services will provide health care advice and information to all Veterans receiving care via the CBOC and details requirements for telephone service during regular working hours, weekend-holiday-every-night (WHEN) hours, and answering staff (physicians, providers, or registered nurses with direct access to patient records).
  - 4.52.4.1. This directive further establishes metric benchmarks for telephone service, (e.g., call volume, abandonment rate, and average speed to answer). Benchmarks include an average speed of answer by a live person within 30 seconds and a call abandonment rate of less than 5%.
  - 4.52.4.2. CBOC's delivering care for >5,000 patients are required to implement an automated call distribution system and report telephone metrics on the VSSC Telephone Access Database.
- 4.53. After Hours Telephone Care: This requirement is met if the Contractor makes arrangements with the parent VA facility after hours with the call center to provide after-hours telephone access. It is recommended that the CBOC telephone rolls over to the VA after-hours number if technology allows. If not, the after-hours telephone message should clearly provide instructions regarding access to WHEN telephone triage.
- 4.54. Business Hours Telephone Care: CBOC's should strive for 1) answering all incoming calls by answering with a "live person" (vs. voice mail) and 2) resolving the patient's reason for calling while on the phone with the Veteran (known as First Call Resolution).
- 4.55. **EMERGENCIES:** The CBOC will have a local policy or standard operating procedure defining how emergencies are handled, including mental health. The CBOC will maintain appropriate emergency response capability.
  - 4.55.1. Patients who self-refer to local emergency facilities and their associated charges for care are not the responsibility of the Contractor and shall not be provided service under this contract, even if the designated Primary Care Provider under this contract is performing "on call" duties at the local facility. If an enrolled patient who is not actually receiving care in Contractor's facility contacts the Contractor, and the Contractor believes that the Veteran needs emergency care that the Contractor cannot provide, the Contractor shall advise the patient to go to the nearest emergency care facility. The Contractor shall also advise the patient that VA may not be able to pay for emergency care at the non-VA facility and that the Veteran should contact the VA as soon as possible to determine if VA will pay.
- 4.56. CBOCs and CBOCs without ACLS teams are required to have an AED. The VA will provide the CBOC with an AED and train the staff in its use and checks of the device. The Contractor is responsible for performing the device checks and supplying monthly reports to the COR

verifying that the checks are being performed in accordance with the contract requirements. Smaller sites that do not have the appropriate staff mix to manage a code need to dial 911 in addition to retrieving and using the AED. At these facilities, the Chief Medical Officer, in consultation with the code team at the VA, must determine the best location for AEDs throughout the facility. VHA Directive 2008-015, "Automatic External Defibrillators (AEDs)," dated March 12, 2008 (or subsequent revisions thereto).

4.57. **VISTA:** VA will provide the Contractor access to VISTA, VA's patient record computer system, Computerized Patient Record System (CPRS) that contains: patient medical records, medication profiles, laboratory and radiology data, and other diagnostic test results. Access will be for the purpose of:

4.57.1. Obtaining patient specific information.

4.57.2. Requesting specialty consults, laboratory, radiology, or other diagnostic tests.

4.57.3. Communicating with VA Staff about patient care issues.

4.57.4. Checking formulary status of drugs.

4.58. **MEDICAL RECORDS REQUIREMENTS:**

4.58.1. **Authorities:** Contractor providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act).

4.58.2. The resultant contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractor by the VA are covered by the VA system of records entitled 'Patient Medical Records-VA'(24VA19). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor's provider at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

4.59. **Professional standards for documenting care:** Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by the VA.

4.59.1. Clinical Reminders: Proper documentation and completion of all clinical reminders as they appear during a patient's visit. Standard is 90% completion of all clinical reminders monthly. VISTA/CPRS will automatically remind providers to complete the following clinical reminders during patients' visits:

-Alcohol Use Screen.

-Positive AUDIT-C Needs Evaluation.

- Depression Screening.
- Evaluation of positive PTSD.
- Tobacco Counseling by provider.
- Tobacco Counseling.
- Iraq and Afghanistan Post- Deployment Screening.
- TBI Screening.
- Influenza Immunization.
- Pneumovax.
- Colorectal Ca Screening.
- FOBT Positive F/U.
- Diabetes Eye Exam.
- Diabetes Foot Exam.
- Mammogram Screening.
- Pap Smear Screening.

4.59.2. Medical record entries shall be legible and maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.

4.59.3. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VA medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.

4.59.4. The Contractor shall maintain up-to-date electronic medical records at the site where medical services are provided for each member enrolled under this contract. Records accessible by the Contractor in the course of performing this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records-VA" (24VA19). 24VA19. The VA shall have unrestricted access to these records.

4.59.5. The contractor will maintain electronic medical records using the computerized patient record system, CPRS, and Vista Imaging making sure they are up-to-date and will include the enrolled patient's medical records for all subcontractor providers. The electronic record shall include, at a minimum, medical information, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of

services performed or ordered under this contract. Each member's record must be electronic, which includes scanned images, will maintained in detail consistent with good medical and professional practice, which permits eDocumentation that occurs in CPRS and Vista Imaging. No documents from the electronic medical record will print and no shadow records are authorized. Effective internal and external peer review and/or medical audits facilitate an adequate system of follow-up treatment. Hard copies of external source documents may be scanned into the electronic medical record by the Contractor or a summary progress note written by an appropriate clinician after a review of the external source documents may be used in lieu of scanning any external source documents. After these documents have been scanned, the original hard copies will be included in the daily courier delivery to VAPORHCS. An audit of the scanned records must be conducted by the contractor to assure they are scanned properly, and that the original documents are to be sent to the VA Medical Records file room via courier, to be stored for 9 months and then destroyed. Scanning and audit reports will be sent via PKI encrypted e-mail to the VA File Room/Scanning Supervisor and File Room/Scanning Lead by the end of the first week of every month. No paper record shall be maintained. If there are no errors found the CBOC will report via email that there were no errors to be reported for the previous month.

- 4.59.6. Availability of Records: The Contractor shall make all records available for review, audit, or evaluation by authorized federal, state, and Comptroller or VA personnel. Access will be during normal business hours and will be either through on-site review of records or at VAPORHCS. All records to be sent to VAPORHCS will be sent via daily courier service within one (1) business day of the request, at no additional expense to VA.
- 4.59.7. External Peer Review Program: The Contractor shall document in the medical record preventive health case management measures and the chronic disease indicators of the enrolled patient. The medical treatment records generated by the contractor in the course of performing services under this contract shall be made available for audit by the VA's External Peer Review Program (EPRP). Medical record data must be available in CPRS and Vista Imaging and any additional records required for EPRP audit will be promptly forwarded to the VA upon request. This data will be sent **via UPS Ground delivery** at contractor's expense if necessary to meet the due date requested by the VA. EPRP is provided to the VA by other contractors. Contract providers who are seeing VA patients are considered to be the VA providers and as such are provided access to confidential patient information as contained in the medical record.
- 4.60. **Release of Information:** The VA shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VA authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use VA Form 3288, Request for and Consent to Release of Information from Individual's Records, to process "Release of Information Requests". In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VAPORHCS Privacy Officer, Phillip Cauthers, at:

VA Portland Health Care System

Mail Stop: P4ROI  
3710 SW U.S. Veterans Hospital RD  
Portland, OR 97201  
(503) 220-8262, ext. 56480

- 4.61. **Disclosure:** Contractor may have access to patient medical records: however, Contractor must obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor, Contractor and/or sub Contractors.
- 4.62. The Contractor must provide copies of medical records, at no charge, when requested by the VA to support billing and/or VA mandated programs if these records are not available in CPRS or Vista Imaging. The Contractor will use VA Form 5345 (release of records to outside parties), and VA Form 5345a (release of records to Veterans themselves), *Request for and Consent to Release of Medical Records Protected by 38 U.S.C.*, for Veterans wishing to have their CBOC records released. The Contractor will release information in accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act. Release of Information software will be used to print and release record information thus accounting for any and all disclosures of record information. The contractor will use the provided software package DSS ROI Manager to record and account for all release of information request processed by the contractor. When releasing medical records to the Veteran themselves, the 5345a form will clearly indicate:
- 4.62.1. The Veteran full name and full SSN.
  - 4.62.2. The information that was released as authorized by the Veteran.
  - 4.62.3. The date the information was released (inferred that date signed is date released).
  - 4.62.4. Block will be checked that the information was released in person to the Veteran.
  - 4.62.5. When releasing the information to an outside third party, the 5345 form will clearly indicate:
    - 4.62.5.1. Full name of Veteran and full SSN.
    - 4.62.5.2. Complete address of third party to who the records were released to.
    - 4.62.5.3. The exact information that was released as authorized by the Veteran.
    - 4.62.5.4. The purpose for third party receiving the records.
    - 4.62.5.5. The expiration date for authorization.
- 4.63. The date the information was released, what was released, and by who shall be noted in the bottom right corner of the form in the area designated for such if software is unavailable for more than a 1 week period, the contractor will send via UPS or daily courier the signed, completed release forms clearly noting packaged material is for entry into the release of information disclosure tracking system. Complex requests, those requiring a bill or those where all the information may not be available to the CBOC, will be forwarded via fax to the VA Release of Information Office at (503) 721-1054, or via mail to VA Portland Health Care System, Mail Stop: P4ROI, 3710 SW U.S. Veterans Hospital RD, Portland, OR 97201. Faxed information that is confirmed as received must be shredded.

**4.64. Patient Handbook:**

- 4.64.1. The Contractor shall provide each patient with a copy of a patient handbook. A sample patient handbook which the Contractor can edit to apply specifically to the CBOC will be provided by VAPORHCS. The handbook shall include:
- 4.64.1.1. Address of CBOC, names of providers, telephone number(s), and office hours;
  - 4.64.1.2. Description of services provided;
  - 4.64.1.3. Procedures for obtaining services;
  - 4.64.1.4. Procedures for obtaining emergency services; and
  - 4.64.1.5. Notice to the patient that they have the right to grieve eligibility related decisions directly to the VA.
- 4.65. **Records Retention:** The Contractor must retain records generated in the course of services provided under this contract for the time periods required by VHA Record Control Schedule 10-1 and VA regulations (24 VA 136, *Patient Medical Records - VA*, par. *Retention and Disposal*). No hard copies of medical records or logbooks of any type may be maintained. If this agreement is terminated for any reason, the contractor will promptly provide the VA with any individually-identified VA patient treatment records or information in its possession, as well as the database created pursuant to this agreement, within two (2) weeks of termination date.
- 4.66. **Work-Related Incident Treatment:** When treating the Veteran for injuries sustained as a result of a work-related incident or an accident, the Contractor must complete the appropriate forms to allow the VA to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.
- 4.67. **The VA utilizes both a scanned and electronic medical record (EMR).** The primary electronic component is the Veterans Information System and Technology Architecture (VISTA)/CPRS (Computerized Patient Record System), which consists of hardware configurations and software developed by the VA. VISTA/CPRS is a collection of over one hundred (100) applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, Progress Note, laboratory, radiology, scheduling/admission-discharge-transfer and discharge summary. The present VISTA/CPRS packages combined comprise an estimated 80 percent of a total electronic medical record. The scanned component of the medical record will consist only of those items not already on-line in CPRS. CPRS requires that all medical entries be done electronically, including, but not limited to, prescriptions, labs, radiology requests, Progress Notes, vital signs, problem lists, and consults.
- 4.67.1. Contractor personnel will utilize VA's current VISTA/CPRS technology to compile a concise and relevant account of the patient's health care with VA-owned workstation equipment and communication software.
- 4.68. **Training:** VA will provide the necessary training to Contractor personnel on the proper use and operation of the CPRS system. VA will provide VISTA training and access appropriate to Contractor's decision to utilize clinic staff or subcontracted vendor for data entry.
- 4.69. **Documentation and Clinical Records:** Documentation and clinical records shall be complete, timely, and compliant with VA policies, and current Joint Commission Standards.
- 4.69.1. The Primary Care Administrative office will pull PCP workload data (check-in, check-out) weekly and other important clinical data including entry into the Patient Care Encounter (PCE module) including ICD9-CM diagnostic codes as well as CPT as defined by the American Medical Association.
  - 4.69.2. The Primary Care Administrative office will pull individual PCP patient encounters (visits) workload in accordance with established VA reporting procedures. The Progress

Notes for each enrolled patient visit shall be entered electronically in the patient's record through the VA CPRS system.

- 4.69.3. Documentation must be complete for all fields including whether or not the patient is service connected. The CPT and provider codes must match and codes must accurately reflect complexity of visit. Documentation must be completed before the 18th of each month.
- 4.69.4. All Progress Notes, medication orders, and test results, applicable to services which the PCP is responsible to provide and perform at its site, shall be entered into CPRS by the Contractor within seven (7) calendar days of the patient's visit, with the exception of radiology reports.
- 4.69.5. VA Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by a VA Provider will be entered into VISTA/CPRS by VA. The VA PCP shall be responsible for entering into VA's CPRS all information and requests for laboratory and radiology test requests.
- 4.69.6. Progress Notes will be entered into CPRS or the Progress Note portion of the TIU package.
- 4.69.7. Progress Notes must meet CMS guidelines for documentation which include the 3 key components to determine the level of evaluation and management (E/M). These key components include: (1) History; (2) Exam; and (3) Medical decision making. Progress Notes associated with each clinic visit will include pertinent medical treatment, a treatment plan, teaching that was provided to the patient and/or the patient's family, the date of appointment, and the electronic signature of the treating clinician.
- 4.69.8. All notes must be linked to the correct visit and location. A patient problem list must be present on the patient's record by the third clinic visit and will be entered via CPRS on the Problem List tab. This list will include all diagnoses, medications and procedures and will be updated as the patient's condition changes. Laboratory reports and results will be entered into the Laboratory Package.
- 4.69.9. The process for entry of data may include manual entry or an automated procedure; however, it must adhere to applicable VA Automated Information Security (AIS) system regulations. Questions may be directed to a VAPORHCS Information Security Officer at (503) 220-8262, ext. 57454.
- 4.70. **Encounter Forms:** The PCP will electronically complete encounter form data in the VISTA/CPRS system within two (2) working days of visit. Completed Encounter Forms will include, but are not limited to, the Problem list, appropriate CPT code(s), a primary ICD-9 Diagnosis Code(s), designation of a primary provider, and whether the treatment or care rendered was for a service connected condition or as a result of exposure to agent orange, environmental contaminants, or ionizing radiation.
- 4.71. **Women's Health Software Package:** The PCP must utilize the Women's Health Software package to track and document preventative care for women Veterans (in addition to all other VISTA requirements of this contract). Mammograms, pap smears, bone density tests and HPV vaccine administration must be ordered via clinical reminders and the results of same must be documented via clinical reminders. In addition, every mammogram ordered must be tracked. In addition to the documentation of results in the clinical record, every mammogram report received must be faxed to the Women Veterans Program Manager, at (503) 402-2939.
- 4.72. **Forms:** Any new or existing Templates used by the CBOC must be approved by the VA Forms Team of Clinical Informatics Team. Request for approval shall be submitted to the forms team via e-mail VHA FORMS.

- 4.73. **Access to VA Records:** Subject to applicable federal confidentiality laws, the Contractor or its designated representatives may have access to VA records at VA's place of business on request during normal business hours where necessary to perform the duties under this resultant contract.
- 4.74. **Reports:** The Contractor is responsible for complying with all related VA reporting requirements requested by the VA.
- 4.75. **Equipment and Technical Support:** In accordance with VA and VHA directives, policies, and handbooks, all equipment attaching to a VA network will be owned by the VA and controlled by the VA. No other equipment will be connected to this network. The use of the equipment will be for the benefit of the Government in providing care to our Veterans. The equipment will only be used by those expressly authorized in support of VA Portland Health Care System. All users must comply with and adhere to VA Directives and VA Cyber Security policies.
- 4.75.1. The VA shall provide the PC workstations, software, primary telecommunications lines and networking equipment required to access the VISTA system. The VA shall provide necessary antivirus software for PC workstations and ensure that data definition files are current. In addition the VA will ensure that all Microsoft critical updates and patches are current.
- 4.75.2. The VA will provide advisory technical support to the Contractor's technical support person for the initial CBOC set-up relative to VISTA, CPRS and VPN connectivity. The VA will provide on-going technical support for VISTA and CPRS software and any other VA software applications. Technical support will be through an escalation process. The Contractor's employee technical representative will submit a "Help Desk" request by calling (800) 921-9278. Initial technical support will be provided by the VA via telephone, which will consist of a VA technical representative speaking to a Contractor employed representative to identify the problem, trouble-shoot and attempt to resolve the problem with the Contractor's end-user. If the problem cannot be resolved the VA will provide on-site support for VA owned equipment, VISTA, CPRS software and other VA software applications, if necessary within two business days or less depending on the nature and severity of the problem.
- 4.75.3. The Contractor will not allow its inability to access VISTA to prevent any patient from being seen by a provider. In the event, and for any reason, that the Contractor is not able to access the VISTA system, the Contractor will record all data manually including the completion of the Encounter Form. Upon recovery of the Contractor's ability to access the VISTA system, the Contractor will input all data recorded manually into the VISTA system within forty-eight (48) hours of the system becoming operational.
- 4.75.4. The Contractor shall have a contingency plan for computer downtime that defines the processes in order to ensure continuity of patient care and maintenance of the integrity of the patient's medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award. In addition, a contingency plan template that designates criticality of application/system, estimate of impact, locations of equipment, and contact persons will be provided to the Contractor for completion after award.
- 4.75.5. The Contractor shall provide a secure, double locked communications closet to house the computer networking equipment and network patch panel to service the clinic space. This space shall be at least 10'x10' with air conditioning and fire suppression. The solid core door to the communications closet shall have no vents, windows, or other gaps. This door shall be keyed separately with a copy of the key only provided to the VA Office of

Information & Technology department and the site manager. Access to this space shall be strictly controlled to ensure adequate information security.

- 4.75.6. VA Handbook 6500 that requires the following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.*"

**4.76. Contractor Personnel Security Requirements:**

- 4.76.1. Patient Rights and Responsibilities: Contractor shall conform to all patients' rights issues addressed in VA Medical Center Memorandum 11-06, Patient Rights and Responsibilities (Attachment 5).

**4.77. Veteran Eligibility and Benefits:** All Veterans applying for care at the CBOC will have an application processed in VISTA by the Contractor to determine priority enrollment category for benefits. The Contractor will process all applications for Veterans requesting to be followed at the CBOC. The Contractor will use a number of processes in making priority group determinations including discharge documentation, Hospital Inquiry (HINQ), and communications (written and telephonic) with the VA Regional Office and Records Management Center in St. Louis. The Contractor will contact the VA Supervisor, Patient Registration for any unusual or complicated enrollment issues/questions. The Contractor will adhere to the processes and guidelines established by the Supervisor, Patient Registration in regard to all issues concerning patient enrollment and registration. No Veteran should receive clinical care without the Contractor confirming enrollment within the VA. Persons not verified eligible who present to the VA in need of urgent or emergent care will be treated on a humanitarian basis until stable and discharged from VA, or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care at the Contractor's CBOC, the patient will be billed directly by the VA and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site.

- 4.77.1. Registration and Enrollment: All applications will be registered and enrolled into VISTA by the Contractor using the "Register a Patient" option in the VISTA Registration package. All registrations will then be "Dispositioned" in VISTA by using the "Disposition an Application" option before close of business each day. Any questions related to registrations, enrollment, and dispositions can be referred to the Patient Enrollment Office at (503) 273-5069.

- 4.77.2. Financial Assessments (Means Tests and Copayment Exams): For some Veterans, an annual assessment of household income (and sometimes assets) must be completed by the Veteran prior to being seen by the Contractor's provider. The Contractor will provide a blank VA Form 10-10EZR (Renewal Application for Health Benefits) to the Veteran; and the Veteran will fill it out completely, including the financial information on side two of the form. The demographic and financial assessment information will be input into VISTA and maintained by the Contractor. For some Veterans, a financial assessment is not required (VA pensioners, service-connected Veterans receiving VA compensation, etc.). VA will provide the Contractor with guidelines regarding Financial Assessments, and questions can be addressed to the Patient Enrollment Office at (503) 273-5069.

- 4.77.3. Co-Payment: A co-payment may be assessed for in-patient and outpatient services, as well as pharmaceuticals, to Veterans. This co-payment is determined by priority group

status and the law. All VA co-payments shall be billed and collected by the VA and are not the responsibility of the Contractor. The Contractor shall notify the patient that, depending on the priority group determination, there may be a co-payment. All disputes for VA co-payments shall be referred to the Customer Service Representative for Billing at (866) 290-4618.

- 4.78. Patient Safety:** Adverse events at the CBOC will be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (<http://www.va.gov/ncps/Pubs/NCPShb.doc>). Adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to Lead Patient Safety Manager at (503) 220-8262, ext. 55818; or if unavailable, contact Patient Safety Coordinator at (503) 220-8262, ext. 56515.
- 4.78.1.** Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.
- 4.79. Patient Complaints:** The VA Patient Advocacy Program was established to ensure that all Veterans and their families, who are served in VHA facilities and clinics, have their complaints addressed in a convenient and timely manner in accordance with VHA Handbook 1003.4, "VHA Patient Advocacy Program," dated 9/2/2005 available at the following hyperlink: [http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1303](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303). Response to complaints will occur as soon as possible, but no longer than seven (7) days after the complaint is made. All patient complaints will be entered in the National Patient Complaint database. Information concerning the Patient Advocacy Program must be prominent and available to CBOC patients. The VA will provide the Contractor with informational handouts describing the program and how to contact the VA Patient Advocate.
- 4.80. Grievance System Requirements:** Enrolled patients have the right to grieve actions taken by the Contractor, including disenrollment recommendations, directly to the Contractor. The Contractor shall provide readable materials reviewed and approved by VA, informing enrolled patients of their grievance rights. The Contractor shall develop internal grievance procedures and obtain VA approval of the procedures prior to implementation. The grievance procedures shall be governed by the guidelines in VHA Handbook 1003.4 (dated September 2, 2005).
- 4.81. Performance Standards, Quality Assurance and Quality Improvement:** Services and documentation of care provided under the resultant contract shall be subject to quality management and safety standards as established by VA, consistent with the standards published by TJC or equivalent. The contractor shall develop and maintain Quality Improvement/ Quality Assurance Programs and provision of care equal to or exceeding VA Standards. The results of all Quality Improvement activities performed by the contractor involving VA patients will be shared with VA Quality Management Office. Documentation by the Contractor provided to the VA includes, but is not be limited to the following:
- 4.81.1.** Quality improvement plans: Staff meetings minutes (or summary minutes) where quality improvement has been discussed and which include practitioner-specific findings, conclusions, recommendations and written plans for actions taken in response to such conclusion and recommendations, and evaluation of those actions taken.
- 4.81.2.** Contractor must be accredited by the TJC or maintain a level of service that is in compliance with all current TJC standards. If the Contractor is TJC accredited, he/she will be required to furnish a copy of the accreditation letter(s) upon request by the Contracting Officer prior to award.

- 4.81.3. Listed below is the current outline of topics covered in The TJC manual of standards that must be met by the Contractor:
- 4.81.3.1. Patient-Focused Functions:
    - 4.81.3.1.1. Ethics, Rights, and Responsibilities.
    - 4.81.3.1.2. Provision of Care, Treatment, and Services.
    - 4.81.3.1.3. Medication Management.
    - 4.81.3.1.4. Surveillance, Prevention, and Control of Infections.
  - 4.81.3.2. Organization Functions:
    - 4.81.3.2.1. Improving Organization Performance.
    - 4.81.3.2.2. Leadership.
    - 4.81.3.2.3. Management of the Environment of Care.
    - 4.81.3.2.4. Management of Human Resources.
    - 4.81.3.2.5. Management of Information.
  - 4.81.3.3. Structure with Function:
    - 4.81.3.3.1. Medical Staff.
    - 4.81.3.3.2. Nursing.
    - 4.81.3.3.3. Medication Management.
- 4.82. The Contractor shall notify the Chief of Staff in writing whenever a malpractice claim involving a VA patient has been filed against the Contractor. The Contractor will forward a copy of the malpractice claim within three (3) workdays after receiving notification that a claim has been filed. The Contractor will also notify the VAPORHCS Risk Manager when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the following address:
- VA Portland Health Care System  
Mailstop: P4Q&P  
3710 SW US Veterans Hospital Rd  
Portland, OR 97239
- 4.83. The Chief of Staff or designee will notify the Risk Manager of any notifications received from the Contractor. Contact Terisa Sjue-Loring at (503) 220-8262 x54879.
- 4.84. The Contractor shall permit on-site visits by VA personnel and TJC surveyors accompanied by VA personnel and/or other accrediting agencies to assess contracted services, e.g. adequacy, compliance with contract requirements, record-keeping, etc.
- 4.85. The VAPORHCS is responsible for the quality management plan for monthly clinical pertinence review of ambulatory care records. The results shall be forwarded to Chair of the Clinical Informatics Committee via the Technology & Information Management Service (TIMS). If in the course of VA business, a concern is identified, the issues will be addressed by the VAPORHCS and a performance improvement plan initiated. Recommendations and implementation of performance improvement activities will be the responsibility of the Program Director of the clinic. The VAPORHCS shall conduct audits of JC standards that require performance measures. Those audit results shall be sent to the Business Office Manager (Mail Stop: V4BUS) on a quarterly basis.
- 4.86. The VA is committed to providing high quality primary care. The VA measures quality in primary care through its performance measurement system. Several "process" and "outcome" measures are extracted by external reviewers from random samples of records of Veterans who visited VA primary care providers at CBOCs. These measures change from year to year.

- 4.87. The current performance measures and method of extraction are available at <http://vaww.oqp.med.va.gov>. The Contractor is responsible for achieving levels of performance on these measures that meet or exceed the annual expectations for performance of VISN 20 as outlined in the Network Performance Plan and Network Technical Manual. Revisions/updates to the Network Performance Plan and Network Technical Manual may be obtained from the website above. The Contractor is required to utilize the VISTA CPRS clinical reminder system as a means of both ensuring high performance on these measures and to facilitate monitoring of performance at the site independent of external reviewers. Levels of performance on the quality measures in primary care will be used as a factor in decisions about renewal of the contract.
- 4.88. The Contractor shall document in writing on appropriate orientation programs for all employees involved in the delivery of patient care, e.g. infection control procedures, patient confidentiality, handling emergencies, patient safety, etc., and provide a copy to the VA COR. Contractor shall be required to furnish method/guidelines by which he/she intends to meet above requirement.
- 4.89. The Contractor will have a quality monitoring/performance improvement program. This program will be available to VA staff and TJC. The VA will provide regular feedback on clinic performance measures, including but not limited to the following: licensure verification, workload, consults, drug and lab utilization, formulary compliance, prescription writing patterns, Prevention and Performance measures, patient satisfaction, and medical record completeness. The Contractor shall conduct audits pertaining to access, quality improvement, documentation, safety and performance measures. These reports shall be submitted to the COR on a monthly basis and sent via secured email using PKI or utilizing UPS.
- 4.90. The Contractor should comply with all PBM formulary guidance regarding medication use, monitoring and safety. The Contractor should collaborate with VA Pharmacy when CBOC patients are identified that require intervention.
- 4.91. The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes.
- 4.92. The Contractor shall be responsible for meeting national quality standards and shall comply with mandated policies established by VA Central Office (VACO) Patient Care Services (PCS). Each fiscal year new quality standards are developed by PCS and forwarded to each VISN for implementing at each primary care site to include CBOCs. Those standards are found at the VA website and also provided by the COR for implementing.
- 4.93. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) - As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 4.93.1. Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or

COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

4.93.2. Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

## 5. GOVERNMENT RESPONSIBILITIES:

### 5.1.1. OVERSIGHT OF SERVICE/PERFORMANCE MONITORING:

#### 5.1.1.1. CO Responsibilities:

5.1.1.1.1. The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

5.1.1.1.2. The CO shall resolve complaints concerning Contractor's provider relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

5.1.1.1.3. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for the contract staff to be provided by the VA; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract.

#### 5.1.2. The COR:

5.1.2.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor's provider noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.1.2.2. The COR will be responsible for monitoring the Contractor staff performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring is outlined in the QASP.

5.1.2.3. The COR will maintain a record-keeping system of services by reviewing the QASP and invoices submitted by the Contractor. The COR will review this data

monthly when invoices are received and certify all invoices for payment. Any evidence of the Contractor's non-compliance shall be forwarded immediately to the Contracting Officer.

5.1.2.4. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.

5.2. All contract administration functions will be retained by the VA.

5.2.1. Contract Administration: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to the Administrative Contract Specialist:

Tamara Potwora  
NCO 20 Contract Specialist  
Medical Sharing Team  
Network Contracting Office (NCO) 20  
U.S. Department of Veterans Affairs  
Phone: (360) 852-9877  
Fax: (360) 553-7607  
Address: 5115 N.E. 82nd Avenue, Suite 102  
Vancouver, WA 98662

5.3. Liaison Persons: The VA has designated the following liaison personnel for the resultant contract:

Title	Role	Phone Number
Primary Care Service Line	Clinical Contact	(503) 721-7897
CBOC Manager	COR and Admin Contact	(503) 721-7897
CBOC Coordinator	Admin Contact	(503) 721-7897
Administrative Officer of the Day	Contact for any administrative and clinical problems that arise after normal working hours of 8:00 AM-4:30 P.M., Monday - Friday, weekends and holidays	(503) 220-8262, ext. 55424
OI&T "Help Desk"	Assistance with VISTA	(503) 273-5289
TIMS ADPAC	Assistance with Patient Information Management System (PIMS)	(503) 220-8262, ext. 34161
Patient Enrollment Office	Assistance with Patient Eligibility	(503) 273-5069
Medical Care Cost Recovery	Assistance with Financial Assessments	(503) 220-8262, ext. 57721
Outpatient Pharmacy	Outpatient Pharmacy Supervisor	(503) 220-8262, ext. 33516
Health Information Management Service	Assistance with CPRS and Medical Records	(503) 220-8262, ext. 34161
VA Patient Advocate	Assistance with patient complaints, etc.	(503) 273-5308
Ancillary Testing	Questions involving lab work, x-rays, and other ancillary testing	(503) 721-7823
Pathology and Laboratory Medicine	Chief Medical Technologist for pathology and laboratory medicine	(503) 220-8262, ext. 58061
Women Veterans Health Services	Program Manager for women Veterans health issues	(503) 273-5595
Radiology Service	Chief Technologist for radiology imaging related questions	(503) 721-7883

5.3.1. While the liaison persons identified and other VA staff may be contacted for questions/information and/or may visit the CBOCs to oversee policy compliance, **only the CO is authorized to make commitments or issue changes which will affect the price, quantity, quality, or delivery terms of this contract.** Any guidance provided, which the Contractor feels is beyond the scope of this contract, must be communicated to the CO, via the COR, for possible contract modification.

5.3.1.1. The Contractor shall identify a contact person, who shall serve as liaison between the Contractor and the VA. This individual will also ensure the functionality of the clinic according to contract specifications.

5.3.1.2. The contact person will be available during the administrative tour of duty from 8:00 AM - 4:30 PM Monday through Friday. The Contractor's point of contact for other than its normal working hours should be reachable by phoning the 24-hour Phone Triage number referenced in paragraph, Patient Scheduling.

## 6. **SPECIAL CONTRACT REQUIREMENTS**

### 6.1.1. **Contract Start-up Requirements:**

6.1.2. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA enrolled patients. Upon approval by the VA of the Contractor's completion of the start-up requirements, the VA will issue a written Notice to Proceed to the Contractor.

6.1.3. The Contractor shall have ninety (90) days from contract award to commencement of the provision of medical care to local Veterans. However, the Contractor must have all start-up requirements in place and ready to commence operation NLT eighty-three (83) calendar days from contract award. The final seven (7) days will be used for training and resolution of any last minute or unexpected technical or personnel related challenges.

6.1.4. The Contractor shall comply with the following contract requirements prior to commencement of clinical operations:

6.1.5. The Contractor will hire, train, and ensure licensure of all necessary personnel.

6.1.6. The Contractor shall furnish evidence of insurability of the offeror and/or of all health-care providers, who will perform under this contract (see VAAR 852.237-7, *Indemnification and Medical Liability Insurance*, OCT 1996).

6.1.7. All Contractor-provided health care services shall be available:

6.1.7.1. Preventive Health Services.

6.1.7.2. Primary Care Services.

6.1.7.3. Physician Services.

6.1.7.4. Mental Health Services.

6.1.8. The Contractor's case management program with primary care providers as case managers for all health care services provided to enrolled patients shall be operational.

6.1.9. The Contractor's VA approved performance improvement program shall be operational.

6.1.10. The Contractor's facility shall be in compliance with the requirements of this contract.

6.1.11. The VA will provide training to the Contractor at the VA relative to data reporting needs, computer system access to VISTA, CPRS, eligibility issues, billing procedures and medical referral procedures within eighty-nine (89) calendar days of contract award. The Contractor is responsible to provide future training to his/her personnel after the initial ninety (90) calendar days of the contract award. The Contractor must provide documentation of training

prior to Pathology and Laboratory Medicine providing access to VISTA laboratory software options. The Contractor will be responsible for attendance and performance regarding training sessions. Training will be coordinated by the COR and the Contractor's designee. After contract performance begins, VA staff is readily available by telephone and e-mail to answer questions and provide guidance.

- 6.1.12. Upon receipt of Notice of Award, Contractor will **immediately** commence the credentialing and privileging process for all applicable staff through the VA. A minimum of six (6) calendar weeks is required for VA credentialing after the package has been completed and received from the provider.
- 6.2. **Patient Transportation**: Each patient will be responsible for his/her own transportation to appointments.
- 6.3. **Signage**: The Contractor shall furnish and install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo, hours of operation, and phone number.
  - 6.3.1. The Contractor shall provide the Contracting Officer with a diagram of the proposed sign which specifies dimensions and identifies the installation location for approval by the Contracting Officer prior to fabrication of the sign. The VA has renamed CBOCs, when necessary, to reflect the community in which they are located. The CBOC in Lincoln County is currently referred to as the Newport CBOC. At start up, the name of the resulting CBOC(s) will be named to reflect the city/cities in which it/they are located.
- 6.4. **Contractor's Physical Facility**: The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Americans with Disabilities Act. It must also assure privacy for women during examinations and with restroom facilities. Restrooms must also provide at least one changing table for infants. VA shall inspect the Contractor's facility. Contractor must be in compliance with these requirements prior to contract start date. Any inspection shall be conducted during normal VA business hours of 8:00 AM – 4:30 PM, Monday through Friday by the VA Safety Specialist. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the CBOC must be reviewed and approved by the VA to ensure that all life safety codes are met. Parking should be adequate enough to accommodate Veteran patients, and shall include at least two (2) handicapped parking spaces.
- 6.5. **Privacy Standards**: Veterans must be provided adequate visual and auditory privacy at check-in. Patient names are not posted or called out loudly in hallways or clinic areas.
  - 6.5.1. Veterans must be provided adequate visual and auditory privacy in the interview area.
  - 6.5.2. Patient-identified information must not be visible in the hall including charts where names are visible. Every effort should be made to restrict unnecessary access to hallways by patients and staff who do not work in that clinic area.
  - 6.5.3. Patient dignity and privacy must be maintained at all times during the course of a physical examination.
  - 6.5.4. The examination rooms must be located in a space where they do not open into a public waiting room or a high-traffic public corridor. Appropriate locks (either electronic or manual) for examination room doors are required (allowing staff to have key or code access in the case of emergency). When doors are closed, all healthcare personnel must knock, WAIT and enter only after invited in.

- 6.5.5. Privacy curtains must be present and functional in examination rooms. Privacy curtains must encompass adequate space for the healthcare provider to perform the examination unencumbered by the curtain. A changing area must be provided behind a privacy curtain.
- 6.5.6. Examination tables must be placed with the foot facing away from the door. If this is not possible, tables must be fully shielded by privacy curtains.
- 6.5.7. Patients who are undressed or wearing examination gowns must have proximity to gender appropriate restrooms that can be accessed without going through public hallways or waiting rooms.
- 6.5.8. If toilet facilities cannot be located in close proximity to the examination room, the woman must be discreetly offered the use of a toilet facility before she disrobes for the exam.
- 6.5.9. Sanitary napkin and tampon dispensers and disposal bins must be available in women’s public restrooms. Tampons and sanitary pads should also be available in examination rooms where pelvic examinations are performed and in bathrooms within close proximity.
- 6.5.10. Restrooms must also provide at least one changing table for infants.

6.6. **Billing-CPT CODES:** The Contractor shall adhere to the most current procedural terminology (CPT) coding standards used for primary care services – examples listed of CPT and Health Care Common Procedural Coding System (HCPCs) – this list is not all inclusive as it is subject to conformance to the Centers for Medicare and Medicaid Services (CMS) regulations. The contractor will submit applicable codes should changes be required based on CMS updates. As such, the contractor is responsible for identifying applicable CPT, HCPCs and any additional coding each year as CMS regulations are updated.

<u>CPT CODES</u>	<u>SERVICES</u>
99201-99215	Office or Other Outpatient Services (Primary Care)
99354-99355	Prolonged Services Face to Face
99441-99443	Telephone Calls to Patient or Other Health Care Professionals
99381-99397	Preventive Medicine Service
36410, 36415	Venipuncture for collection of specimens
Included in CPT codes listed elsewhere in this table.	Female: Women's health services, including but not limited to, pelvic/breast exams; contraception counseling and management; management of osteoporosis, menopause, pelvic pain, abnormal uterine bleeding, and sexually transmitted diseases; in addition to screening for breast and cervical cancer or, a history of sexual trauma. Referral for pregnancy, mammography and recognition of ectopic pregnancy. GYN abnormalities should be referred through a Gynecology consult to the Parent facility.
65205	Eye: Superficial removal of foreign bodies.

69000-69200 69210	Ear: Simple procedures (e.g., drainage ext. ear abscess, removal foreign body).
81002, 81025, 82272QW, 82075, 82948, 83036QW, 85610QW	Laboratory Services as follows: Urinalysis (non-automated w/o microscopic), pregnancy testing (visual color comparison), occult blood feces 1-3 tests, breath alcohol, whole blood glucose, glyated Hemoglobin (A1C), and prothrombin time/INR. Optional Provider Performed Tests are as follows: Gastrocult and crystals. <i>Note: These (waived) laboratory tests can be typically done in physicians' offices. All other laboratory services should be referred to VA.</i>
90700-90749	Immunization Injections as recommended by CDC, or other recognized medical groups/academies.
93000, 93005, 93010, 93040, 93041, 93042	Cardiography Services are limited to ECG performance and interpretation.  <i>Note: The Contractor must utilize MUSE-compatible EKGs – FILLIN – VA provided EKGs and Holter Monitor (as applicable to your facility).</i>
94010, 94060, 94640, 94760	Performance and interpretation of spirometry and pulse oximetry for oxygen saturation. Other pulmonary procedures are excluded.
10060, 10061, 10080, 10081, 10120, 11200, 11730, 11770, 12001, 12002, 12004, 12005, 12006	Minor Surgery. Procedures are limited to minor surgeries that only require local anesthesia.

### 6.7. Billable Roster:

6.7.1. Additions to Billable Roster: The VA will maintain a specific number of vested patients in the clinic. All patients associated with contracted clinic should have current and active VESTING CODE visit per VHA Guidelines.

6.7.1.1. VA has the sole authority to assign Veterans who are treated by the Contractor into the PCMM software program used to track Primary Care Clinic Veteran rosters. Eligibility determination and enrollment of VA eligible enrolled Veterans in the Contractor's plan shall be the responsibility of the VA. The Contractor is responsible for notifying the VA through electronic shared-drive spreadsheets of newly seen Veterans at the Contractor's site that are not already assigned in the PCMM software program. The VA will then verify that the Veteran was seen through VISTA documentation, and enter the Veteran into the PCMM software as credited to the Contractor's site and associated clinic roster.

6.7.1.2. If the Contractor seeks to place on the billable roster a Veteran at the Contractor's site who is already assigned to another primary care team or provider in the VHA, the VA will have final authority to designate the primary care site for the

Veteran. The main basis for this decision will be Veteran preference. Veterans shall not be allowed to be assigned to more than one VA CBOC. In addition, Veterans will not be allowed to be assigned simultaneously at the Contractor's site and in any of the primary care teams at the VA. A Veteran's checked out visit to a particular CBOC shall be deemed to be an expression of that Veteran's preference as to a particular primary care site.

- 6.7.1.3. For Veterans newly assigned in PCMM, the Contractor shall be paid the monthly capitation rate for the full month in which the first visit occurs where medical care is provided to the Veteran at the Contractor's facility by a PCP completing and properly documenting an appropriate vesting visit and using the proper vesting CPT Codes. (Podiatrists, nurses, dieticians, social workers, psychologists, etc., are **not** considered appropriate PCPs by VA.). Acceptable *Vesting CPT Codes* for this purpose are: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397. All payments shall be monthly in arrears.
- 6.7.2. Removal from Billable Roster The Contractor is responsible for confirming with the VA Veterans who no longer should be included on the billable roster at the Contractor's site. This includes Veterans who have died, moved to other areas, have decided to receive their primary care elsewhere or whom the Contractor has determined have **not** received a proper Vesting Exam Visit in the previous 24 months, i.e. not have a visit with a Primary Care Provider which merited at least one of the *Vesting CPT Codes*. Delayed notification that a Veteran should be removed from the billable roster for reasons (9)-(12), in paragraph d below, will result in offsets being taken against subsequent invoices. Delayed notification includes circumstances in which the Contractor or VA, through no fault of their own, do not receive such information until after the fact.
- 6.7.3. In the event that a Veteran has a legitimate complaint and demands disenrollment for cause, payment shall be discontinued the month after the patient is reassigned in PCMM and Contractor is notified. If arbitration is necessary, clinical issues will be referred to the Executive Director of the contracted facility and the Vice President, Primary Care Service Line section of the VA. In the event that a decision cannot be reached at the clinical level, referral shall be made to the CO for final determination. This decision shall be binding.
- 6.7.4. Contractor, with approval of the **Chief, Coordinated Care Programs at (503) 220-8262, ext. 52963**, may disenroll a Veteran (remove from billable roster) for legitimate cause that may include:
- 6.7.4.1. Repeated disruptive behavior in clinic;
- 6.7.4.2. Threatening behavior towards CBOC personnel;
- 6.7.4.3. The Contractor shall contact the COR, or his designated representative, to discuss any issues, including possible removal from the billable roster, due to disruptive Veteran behavior.
- 6.7.4.4. The VA has ultimate authority to remove from the billable roster, at any time, an enrolled Veteran from the responsibility of the Contractor. The VA will notify the Veteran (with the exception of par. 6.1.2.5.9-12 below) and the Contractor of the effective date of removal from the billable roster. Removal of Veterans from the Contractor's responsibility may occur, but not be limited to, the following reasons:
- 6.7.4.4.1. The Veteran loses eligibility for VA care.
- 6.7.4.4.2. The VA decides that removal from the billable roster is in the best interest of the Veteran.

- 6.7.4.4.3. The Veteran was found to have falsified the application for VA services, and approval was based on false information.
- 6.7.4.4.4. When it is determined that a Veteran has abused the VA system by allowing an ineligible person to utilize the Veteran's identification card to obtain services.
- 6.7.4.4.5. When it is determined that the Veteran has willfully and repeatedly refused to comply with the Contractor's requirements or VA requirements, subject to federal laws and regulations.
- 6.7.4.4.6. When it is determined that the Veteran has abused the VA program by using VA identification card to seek or obtain drugs or supplies illegally or for resale, subject to state and federal laws and regulations.
- 6.7.4.4.7. The Contractor gives written notification to the VA that the Contractor cannot provide the necessary services to the Veteran or establish an appropriate provider Veteran relationship.
- 6.7.4.4.8. If the Veteran fails to show up for two consecutive appointments, Contractor will notify the Veteran by letter after second "no show," advising of potential disenrollment from the CBOC (and removal from the billable roster) if Veteran does not contact provider within two (2) weeks of notification. The Contractor shall notify the VA of any Veteran that does not respond to disenrollment notification, immediately after the lapse of the two (2) week period from notification of the Veteran.
- 6.7.4.4.9. Death of the Veteran.
- 6.7.4.4.10. When a Veteran moves to another area.
- 6.7.4.4.11. When a Veteran receives his/her primary care elsewhere.
- 6.7.4.4.12. The Veteran receives no Vesting Visit treatment from the Contractor within 24 months of his/her last visit *as defined in this PWS*.
- 6.7.4.4.13. **NOTE:** These circumstances may become known after the fact. Upon discovery of these situations, the Contractor will credit or reimburse the VA back to the original date of the removal criteria being met for reasons (6.1.2.5.9-12) above.
- 6.7.4.5. For Veterans removed from the billable roster under the "per Veteran [patient] per month (PPPM)" capitation payment method, the Contractor will be paid the monthly capitation rate for the full month in which the date of removal occurred.
- 6.7.4.6. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VA Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the CO is binding.

6.8. Monthly Billable Roster and Invoice Reconciliation

6.8.1. Monthly billable roster and invoice reconciliation shall take place as follows:

- 6.8.1.1. The VA shall present to the Contractor the VA billable roster for the applicable month to be invoiced.
  - 6.8.1.2. The Contractor shall reconcile the VA billable roster with its records, negotiate any differences between its records and the VA billable roster, and invoice the VA.
  - 6.8.1.3. The VA shall certify the Contractor's invoice.
- 6.8.2. No later than the **seventh** (7th) workday of each month, the VA CBOC Coordinator or the COR (or their designee) will submit to the contractor a list of Veteran names who properly meet the billing criteria. This list is the VA "billable roster" for the applicable month to be

invoiced. This list will represent the Veterans for whom the VA is willing to provide payment for the previous month. This list will include the names of all Veterans who have received a “vesting” exam from a PCP within the previous 24 calendar months using one or more of the Vesting CPT codes listed earlier in this solicitation / contract. (Example: A list sent to the Contractor on October 7, 2010 will cover the time frame of October 1, 2008 through September 30, 2010.). These “vesting” exams must be completed by an appropriate provider employed by the Contractor and working in that particular CBOC. An appropriate provider can only be a physician trained in Internal Medicine or Family Practice, or a Certified Registered Nurse Practitioner, or a Physician Assistant, or a Psychiatrist (if the psychiatrist actually completes and documents a proper vesting exam and uses a proper vesting CPT code). **The list of proper vesting CPT codes is: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397.** This billable roster represents all Veterans seen in a “vesting” appointment in the previous 24 months minus any Veterans who may have been seen in that timeframe but have, in the meantime, died, moved to another location and do not plan to receive care at the particular CBOC, or have transferred their care to either another CBOC, a VA Medical Center, or to a private medical practitioner, or who meet any of the remaining disenrollment categories.

6.8.2.1. The VA will also provide the Contractor with an alphabetically arranged lists of names of Veterans who were removed that month from the billable roster due to death, relocation, transfer of care, failure to be seen in a vesting visit for the previous 24 months and/or any one of the reasons listed above. The list shall also include which disenrollment reason is applicable to the particular disenrolled Veteran.

6.8.2.2. Veteran names that come to either the VA’ or the Contractor’s attention “after the fact” will not only be removed from the current list of invoiced names, but the Contractor will also credit or reimburse the VA for any previous months that may have passed during which time the VA and/or the Contractor were unaware of the Veteran’s demise, relocation, receipt of health care at a different location or any other reason listed in above, for which the VA was paying the Contractor for perceived care.

6.8.3. The Contractor shall reconcile the VA billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding the VA provided billable roster, will be required to be negotiated between the Contractor and the CBOC Coordinator/COR or the CO or their designee. The final Arbitrator to any disagreements between the Contractor and the VA regarding this billable roster is CO. CO decisions in this regard are final, provided that such decision is consistent with the other terms of the contract.

6.8.4. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data, the VA will certify the invoice for payment. The Contractor shall have 30 calendar days from the date of invoice to justify any additions to the billable roster for the applicable month of invoice. After 30 calendar days, no further changes will be authorized for the applicable month’s invoice.

#### 6.9. INVOICING AND PAYMENT:

6.9.1. Department of Labor Wage Determination: The Service Contract Act of 1965 and the Department of Labor Wage Determination at attached applies to the resultant contract(s).

6.9.2. Payment in Full. Costs are responsibility of parent VA contracting this service. The contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for

those services. This provision shall survive the termination or ending of the contract. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment. The contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

6.9.3. Payments will only be made for actual services rendered.

6.9.4. Payments shall be made monthly, in arrears. The Contractor shall be reimbursed at the capitation rate specified in the *Supplies or Services and Prices/Costs* Section. The Contractor will be reimbursed upon receipt of a proper invoice. Invoices must contain the following information:

6.9.5. Invoices must include the following three separate categories:

6.9.5.1. Total number of listed Veterans from the previous month's invoice.

6.9.5.2. New Veterans added to the billable roster since the previous month's invoice.

6.9.5.3. Veterans removed from the billable roster since the previous month's invoice.

6.9.5.4. Names of Veterans (if any) whose disenrollments generate a credit, the amount of the credit, and the calculation(s) used to arrive at the credit.

6.9.5.5. The newly enrolled and disenrolled categories will list, alphabetically, each listed Veteran Patient's name followed with his/her social security number and date of first visit and/or date of removal, as appropriate.

6.9.6. Vendor Electronic Invoice Submission Methods: Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below: VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, TUNGSTEN NETWORK (formerly OB10), to transition vendors from paper to electronic invoice submission. Please see TUNGSTEN NETWORK contact information below to begin submitting electronic invoices, free of charge. A computer system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) will be required.

6.9.7. Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows:

6.9.7.1. Invoice Number

6.9.7.2. Invoice Date

6.9.7.3. Contract Number

6.9.7.4. Purchase Order Number

6.9.7.5. Capitation Rate

6.9.7.6. Month Being Invoiced

6.9.7.7. Number of Patients Being Invoiced

6.9.7.8. Total Invoice Price

6.10. Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It states:

- 6.10.1. FSC Mandatory Electronic Invoice Submission: The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.
- 6.10.2. Vendor e-Invoice Set-Up Information: Please contact TUNGSTEN NETWORK at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or TUNGSTEN NETWORK, please contact the FSC at the phone number or email address listed below:
- 6.10.2.1. TUNGSTEN NETWORK e-Invoice Setup Information: 1-877-489-6135;
  - 6.10.2.2. TUNGSTEN NETWORK e-Invoice email: VA.Registration@ob10.com;
  - 6.10.2.3. FSC e-Invoice Contact Information: 1-877-353-9791; and
  - 6.10.2.4. FSC e-invoice email: vafscshd@va.gov
- 6.11. Veteran Patients determined to be ineligible for VA medical care will be billed by VA for the care rendered in accordance with VA regulations. VA shall reimburse the Contractor for one visit for patient or Veteran subsequently deemed ineligible by VA. Reimbursement will be at the Medicare rate in effect on date of service for the state of Oregon for the CPT codes utilized during the initial visit. In accordance with the *Description/Specifications/Work Statement* Section, the VA is required to verify Veteran eligibility within twenty-four (24) hours from the time the Contractor requests an eligibility determination for each applicant.
- 6.12. The VA may deny payment for emergency medical services performed locally outside the Contractor's facility if the VA physician reviewing the Veteran's medical record determines that no emergency existed. The Contractor can appeal this determination in writing to the Contracting Officer by submitting supporting documentation. If a dispute still exists after Contractor's documentation is reviewed, the Contractor may file a claim under the *Disputes* clause of the contract, FAR 52.212-4(d)
- 6.13. PROCEDURE REGARDING THIRD PARTY RESOURCES:
- 6.13.1. The VA shall be entitled to, and shall exercise full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled Veterans under this contract and recover any such liability from the third party.
  - 6.13.2. If the Contractor has determined that third party liability exists for part or all of the services provided directly by the Contractor to an enrolled patient, the Contractor shall make reasonable efforts to notify VA for recovery from third party liable sources the value of services rendered. All such cases will be referred to the MCCR Section at VA.
- 6.14. VA has the authority to bill insurance carriers for treatment provided to Veterans for non-service related conditions. Veterans presenting for care will be asked by the Contractor's staff to provide their insurance and/or Medicare card(s). Per the national mandate, the Contractor's staff will then scan the insurance cards (front and back) into the DSS program for processing. In the event the card is not able to be scanned, a photocopy of the front and back should be made and courier delivered to the MCCR Section at (P4-FISCB). The copy of the card must be faxed no later than the end of the **second business** day the Veteran is seen. The system automatically requires update of this data every six months (180 days) unless the Veteran identifies a change in his insurance status. Contractor is not liable for data older than 6 months if Veteran has not visited. The Contractor shall review the health insurance information at the time of each clinic visit. The Contractor shall provide the VA with Veteran treatment information on a daily basis in

order to facilitate third party billing. The Contractor shall also provide copies of medical records, at no charge, when requested by the VA to support billing.

- 6.15. The Contractor shall obtain, as required by 38 U.S.C. 7332, a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. This release of Information Form (VA# 10-5345 <http://www.va.gov/vaforms/medical/pdf/vha-10-5345-fill.pdf&sa=U&ei=mw41UM3oLqbI2AWch4HwBw&ved=0CBIOFjAA&usg=AFQjCNHAqetaMIvcgLUkzUyfyRSOz0Dmnw>) also should be sent via courier to the **Medical Care Cost Recovery (MCCR) Section at (P4-FISCB)**.
- 6.16. **“VETERANS ONLY” CLINIC REQUIREMENTS FOR CO-LOCATED FACILITIES:**  
To meet VA’s requirements for a “Veterans Only” clinic in a co-located facility, the CBOC must have separate signage. The system used by the Contractor for tracking Veteran patients for billing purposes must be separate from the system used to track and bill non-Veterans treated in the co-located clinic. Clinical staff providing care to Veteran patients must be dedicated solely to the task of serving the Veteran patients associated with this clinic. There must be a separate telephone number associated with the Veterans’ clinic.
- 6.17. CONTRACTOR Security Requirements (Handbook 6500.6):
- 6.17.1. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor will be responsible for the actions of those individuals they provide to perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. Printed output containing sensitive VA data will be stored in a secured area and disposed of properly, per VA Directive 6371, Destruction of Temporary Paper Records. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information indefinitely. At cost to the contractor the chosen shredder device must have a crosscutting capability which produces particles that are 1 X 5 millimeters in size or that will pulverize/disintegrate paper material using disintegrator devices with a 3/32 inch security screen. (Reference NSA Disintegrator Evaluated Products List). Furthermore it is the contractor's responsibility to notify the service line ADPAC, Office of Information and Technology (OI&T) staff, or the Information Security Officer (ISO) when access to Automated Information Systems is no longer needed by personnel performing work under this contract.
- 6.17.2. Contractor employees are required to complete the online training classes entitled “VA Cyber Security Awareness” and “VHA Privacy Awareness Training” prior to receiving an account on the VA network and annually thereafter. The Contractor employee will self-enroll and create an account in the VA Talent Management System (TMS). TMS enrollment instructions will be provided by the COR. The link to the training web site is <https://www.tms.va.gov/learning/user/login.jsp>. A Certificate of successful completion will be generated and maintained by the COR. These certificates shall be made available upon request to the Privacy Officer, Information Security Officer or VAPORHCS Primary Care CBOC Manager.

- 6.17.3. In performing this agreement, the Contractor shall be considered part of the Department of Veterans Affairs (VA) for purposes of 38 U.S.C. §§ 5701 and 7332. Its employees may have access to patient medical records to the extent necessary to perform this contract. Notwithstanding any other provision of this agreement, the Contractor and its employees may disclose patient records and individually-identified patient information, including information and records generated by the Contractor in performance of this agreement, only pursuant to explicit disclosure authority from VA.
- 6.17.4. The VA may provide Contractor and subcontractor employees with access to VA automated patient records maintained on VA computer systems only to the extent and under the same conditions and requirements as VA provides access to these records to its own employees.
- 6.17.5. All Contractor personnel and any subcontracted employees, if applicable, accessing the VistA system will be required to sign and abide by all VA security policies, and applicable VA confidentiality statutes, 38 U.S.C. §5701, 38 U.S.C. §7332, and the Privacy Act, 5 U.S.C. §552a. The VA will provide access applications and security agreements. All access request forms must be submitted to the ISO with required signatures. Contractor shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality. Due to the confidential nature of medical reports, all transcription must be completed in areas that provide reasonable security and maintain the highest degree of auditory privacy. All documents are confidential and are protected under the Privacy Act of 1974, as amended. All vendor personnel shall be required to observe the requirements imposed on sensitive data by law, federal regulations, VA statutes and policy, DM&S policy and the associated requirements to insure appropriate screening of personnel.
- 6.17.6. The database utilized by the Contractor under this agreement, the adverse drug event reports provided to the Contractor by VA, and documents created from analyzing this database, the adverse drug event reports, and patient medical records are medical quality assurance records protected by 38 U.S.C. § 5705, its implementing regulations at 38 U.S.C. §§ 17.500-.511 and VHA Directive 2008-077, Quality Management (QM) And Patient Safety Activities That Can Generate Confidential Documents (or subsequent revisions thereto). These records may be disclosed only as authorized by § 5705 and the VA regulations. Disclosure of these records in violation of § 5705 is a criminal offense under 38 U.S.C. § 5705(e).
- 6.17.7. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records - VA (24VA136).
- 6.17.7.1. Records created by the Contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations and VA policies. Upon expiration of this contract or termination of the contract, the Contractor will promptly provide the VA with any individually identified VA patient treatment records.
- 6.17.8. All portable media (including but not limited to thumb-drives, CD-ROMs, etc) utilized by the Contractor under this contract must be encrypted in accordance with the security requirements identified in FIPS 140-2. Only thumb drives and encryption software explicitly approved by the VA may be used. The use of floppy disks is not permitted without written approval. Exemption requests must be processed through the ISO office.

- 6.17.9. No VA data is permitted to be stored on a desktop or laptop computer hard drive. Any portable computer used under this contract must have the hard drive encrypted in accordance with FIPS 140-2.
- 6.17.10.No records containing Individually Identifiable Information or Protected Health Information, as defined by Federal law and regulation, shall be sent, maintained, stored or accessed by the Contractor (or any Subcontractor(s)) outside of the United States.
- 6.17.11.Privacy and Security incidents shall be report immediately to the VAPORHCS Privacy Officers for entry into the Privacy Violation and Tracking Software.
- 6.17.12.Poster containing the names and contact information for the VAPORHCS Privacy and Security Officers shall be prominently display in an area where all Veterans can easily view.
- 6.17.13.The VA’s Notice of Privacy Practices must be prominently displayed and copies available upon request.
- 6.18. LIQUIDATED DAMAGES FOR DATA BREACH: Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
  - 6.18.1. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
  - 6.18.2. Each risk analysis shall address all relevant information concerning the data breach, including the following:
    - 6.18.2.1. Nature of the event (loss, theft, unauthorized access);
    - 6.18.2.2. Description of the event, including:
    - 6.18.2.3. Date of occurrence;
    - 6.18.2.4. Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
    - 6.18.2.5. Number of individuals affected or potentially affected;
    - 6.18.2.6. Names of individuals or groups affected or potentially affected;
    - 6.18.2.7. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
    - 6.18.2.8. Amount of time the data has been out of VA control;
    - 6.18.2.9. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
    - 6.18.2.10. Known misuses of data containing sensitive personal information, if any;
    - 6.18.2.11. Assessment of the potential harm to the affected individuals;
    - 6.18.2.12. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

- 6.18.2.13. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- 6.18.3. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
  - 6.18.3.1. Notification;
    - 6.18.3.1.1. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
    - 6.18.3.1.2. Data breach analysis;
    - 6.18.3.1.3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
    - 6.18.3.1.4. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
    - 6.18.3.1.5. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

**7. Pharmacy: Emergent Formulary**

Acetaminophen w/codeine	Dalteparin
Acetazolamide	Dextromethorphan
Acyclovir	Dextromethorphan/Guaifenesin
Albuterol	Dicloxacillin
Albuterol/Ipratropium	Digoxin
Amantadine	Diltiazem ER
Amitriptyline	Diphenhydramine
Amoxicillin	Diphenoxylate w/Atropine
Amoxicillin/Clavulante	Dorzolamide
Atenolol	Doxycycline
Azithromycin	Doxazosin Mesylate
Bacitracin-Polymyxin	Doxepin
Benzonatate	Enoxaparin Sodium
Benzotropine Mesylate	Erythromycin
Brimonidine	Etodolac
Captopril	Fluoxetine
Carbamazepine	Furosemide
Cephalexin	Gentamicin
Chlorpheniramine	Glipizide
Chlorthalidone	Guaifenesin
Ciprofloxacin	Guaifenesin/Codeine
Citalopram	Haloperidol
Clindamycin	Hemorrhoidal supps
Clonazepam	Homatropine
Clonidine	Hydrochlorothiazide
Clotrimazole Cream	Hydrocodone-Acetaminophen
Colchicine	Hydrocortisone Cream
Cyclobenzaprine	Hydroxyzine Pamoate

- |                                    |                               |
|------------------------------------|-------------------------------|
| Ibuprofen                          | Oxycodone w/Acetaminophen     |
| Indomethacin                       | Penicillin VK Potassium       |
| Insulins – vials                   | Permethrin cream              |
| Detemir                            | Phenazopyridine               |
| Glargine                           | Phenytoin Sodium              |
| Novolin 70/30                      | Phytonadione                  |
| Novolin NPH                        | Pilocarpine                   |
| Novolin Regular                    | Polymyxin                     |
| Insulin syringes                   | Polymix/bacitracin ophth      |
| Ipratropium Bromide                | Polymix/neomycin/HC otic      |
| Isosorbide Mononitrate             | Potassium                     |
| Ketorolac Tromethamine             | Potassium Chloride            |
| Latanoprost                        | Prednisone                    |
| Levonorgestrel (Plan B) Lisinopril | Prednisolone                  |
| Lithium Carbonate                  | Prochlorperazine              |
| Lorazepam Meclizine                | Promethazine                  |
| Meloxicam                          | Propranolol                   |
| Methadone (5 mg)                   | Pseudoephedrine               |
| Methocarbamol                      | Pseudoph/triprolidine         |
| Methylprednisolone                 | Quetiapine Fumarate           |
| Metformin                          | Ranitidine                    |
| Metolazone                         | Risperidone                   |
| Metoprolol Tartrate                | Salsalate                     |
| Metronidazole                      | Sertraline                    |
| Metronidazole Vaginal              | Sodium Polystyrene Sulfonate  |
| Mometasone Furoate                 | Sulfacetamide Sodium          |
| Morphine Sulfate                   | Sulfamethxazole               |
| Moxifloxacin                       | Sumatriptan                   |
| Naproxen                           | Terazosin                     |
| Nifedipine                         | Tramadol                      |
| Nitrofurantoin                     | Trazodone                     |
| Nitroglycerin                      | Trifluridine                  |
| Nortriptyline                      | Triamcinolone Acetonide Cream |
| Nystatin                           | Timolol                       |
| Ofloxacin                          | Valproic Acid                 |
| Oseltamivir                        | Venlafaxine                   |
| Oxycodone                          | Warfarin                      |

8. Workload History/Projections

8.1. **WORKLOAD Estimates:** *Enter the applicable workload data from the updated business plan. The following is an example of workload. Amend to reflect the specifics of the CBOC required.*

8.1.1. As of 05/08/2014, enrollment in the current Lincoln County CBOC is 1,232. The following is a listing of estimated numbers of Veterans residing in Lincoln, Tillamook, Benton, and Polk County for Fiscal Year 2014 according to the following website:

[http://reports2.vssc.med.va.gov/ReportServer/Pages/ReportViewer.aspx?%2fWorkload%2fWkld%2fVetPop\\_MainMap&rs:Command=Render](http://reports2.vssc.med.va.gov/ReportServer/Pages/ReportViewer.aspx?%2fWorkload%2fWkld%2fVetPop_MainMap&rs:Command=Render)

<b>County</b>	<b>Veterans</b>
Lincoln County, USA	5,162
Tillamook County, USA	2,537
Benton County, USA	5,641
Polk County, USA	6,999

All these Veterans are not actually “enrolled” at VA or CBOC’s but have potentially been seen.

- 8.2. There are eight (8) Priority Groups to which Veterans may be assigned after processing. All applications for all eight (8) groups are input into VISTA by the CBOC for reporting and accountability purposes, but those Veterans in Priority Group 8, who applied after 1/17/03, are ineligible and will not receive services by the Contractor. Veterans are not "assigned" to a CBOC but may choose either to be seen at VA or to be enrolled in a CBOC. VA will notify eligible Veterans about the availability of the Lincoln County CBOC and the services to be provided there. The Government estimates that each patient will make 2.0 visits per contract year to the CBOC.
- 8.3. The numbers of Veterans residing in the counties identified above and estimated number of visits per patient per year as stated above are **estimates** and are to be used for information purposes only. VA in no way guarantees the accuracy of the estimates. Contractor fully understands and agrees that costs for any additional visits above the estimated average visits per unique Veteran patient and all primary care services as specified in the *Description/Specifications/Work Statement* Section are borne by the Contractor, and are included in the capitation rates agreed to by the Contractor in the *Schedule of Services and Prices/Costs* section.
- 8.4. Patients have the right to receive primary care other than from VA or a CBOC. The VA, however, encourages patients to have only one primary care provider; and it is VA’ expectation that the patient is seen at the VA CBOC at least once per twelve (12) month period, or as often as deemed clinically appropriate by the Veteran’s CBOC Primary Care Provider (for further guidance, please also refer to VHA Directive 2009-038 dated August 25, 2009 – include as hyperlink/attachment).
- 8.5. Statistical Information: Lincoln County CBOC, currently located in Newport, OR, has been in operation since September, 2003. The following is the most recent statistical information for services provided for Lincoln County CBOC for the period **09/2010 to Present (05/2014)**:
- 8.6. Number of Uniques, Number of Visits, and Average Number of Visits per Patient (as of May 2014):

	Lincoln County CBOC
Total Encounters	2,471
Uniques	1,217
Visits/Unique	1.12

- 8.7. Number of Visits and Uniques by month during the period 04/2013 to 03/2014

Month	Total Encounters	Uniques
Apr-13	383	1269
May-13	419	1263

Jun-13	394	1265
Jul-13	397	1272
Aug-13	351	1264
Sep-13	438	1235
Oct-13	570	1229
Nov-13	367	1222
Dec-13	354	1213
Jan-14	414	1207
Feb-14	354	1208
Mar-14	412	1217

8.8. Age and Sex Distribution for the Salem CBOC catchment area, which includes Lincoln County (breakdown is not available for only Lincoln County). Data as of May 2014:

<b>Age Group</b>	<b>FEMALE</b>	<b>MALE</b>	<b>Grand Total</b>
< 25	2	43	45
25-34	94	594	688
35-44	108	535	643
45-54	123	808	931
55-64	147	1760	1907
65-74	87	3146	3233
75-84	31	1223	1254
85+	26	588	614
<b>Grand Total</b>	<b>618</b>	<b>8697</b>	<b>9315</b>

8.9. Most Frequent ICD Diagnoses during the period 04/2013 to 03/2014

<u>Code</u>	<u>Description</u>
V72.60	LABORATORY EXAM NOS
401.9	HYPERTENSION NOS
272.4	HYPERLIPIDEMIA NEC/NOS
V70.0	ROUTINE MEDICAL EXAM
250	DMII WO CMP NT ST UNCNTR
278	OBESITY, UNSP
V72.6	LABORATORY EXAMINATION
530.81	ESOPHAGEAL REFLUX

311 DEPRESSIVE DISORDER NEC  
 600 BPH W/O URINARY OBSTRUCT  
 305.1 TOBACCO USE DISORDER  
 272 PURE HYPERCHOLESTEROLEM  
 715.9 OSTEOARTHROS NOS-UNSPEC

- 8.10. Laboratory Tests: The following laboratory tests were collected at our Lincoln County CBOC and performed at the VA during the period 10/1/2012-9/30/2013:

***TESTS***	QUANTITY
ALBUMIN:	1
ALKALINE PHOSPHATASE:	1
ALPHA FETOPROTEIN:	2
ANTI NEUTROPHIL CYTOPLASM AB(PAN-ANCA):	1
B12/FOL:	20
BILIRUBIN, TOTAL:	1
C DIFFICILE EIA:	3
CALCIUM:	3
CARBAMAZEPINE:	2
CBC:	9
CBC with Auto Diff:	97
CBG GLUCOSE:	61
CHEM 7 PANEL:	1132
CHEM 8 PANEL:	6
CHLAMYDIA AND GONORRHEA PCR, SWAB:	2
CHLAMYDIA SPP. IgA, IgM, IgG ANTIBODIES:	2
CHOLESTEROL:	45
CONFIRMATION, OPIATES:	2
CONFIRMATION, OXYCODONE:	1
CPK :	6

***TESTS***	QUANTITY
CREATININE:	16
CULTURE & SMEAR - AFB:	2
CULTURE & SUSCEPT - BACTI:	37
D-DIMER DVT/PE OR DIC:	1
DIGOXIN:	1
ESR WESTERGREN:	6
FECAL LEUKOCYTES:	3
FERRITIN:	11
FIBRINOGEN:	1
FREE PHENYTOIN:	1
FREE T4:	1
GLUCOSE:	5
HCV PCR, QUANT:	3
HCV PCR, QUANT(REFLEX):	15
HEMATOLOGY BLOOD SMEAR EXAM:	15
HEMOCHROMATOSIS GENE:	1
HEMOGLOBIN A1C:	483
HEPATITIS A ANTIBODY IgM:	15
HEPATITIS B CORE ANTIBODY IgM:	15
HEPATITIS B SURFACE ANTIGEN:	15
HEPC ANTIBODY (SEE PANEL #6727):	15
HERPES SIMPLEX VIRUS TYPES I/II, IGG/IGM:	5
HIV SEROLOGY:	18
HSV DNA ULTRAQUANT, BLOOD ONLY:	1
IMAG BUN/CREAT:	32

***TESTS***	QUANTITY
INR/PT:	1
IRON GROUP:	12
LAMOTRIGINE:	3
LDL-CHOL DIRECT:	54
LEVETIRACETAM:	3
LIPIDS, FASTING:	1114
LIVER FUNCTION PANEL:	30
MAGNESIUM:	5
MICROALBUMIN/CREATININE PANEL:	4
MICROSCOPIC URINALYSIS:	1
NT-proBNP (Roche):	2
OCCULT BLOOD GUAIAC-HS X3 SCREEN:	12
OVA & PARASITE EXAM:	3
PARTIAL THROMBOPLASTIN TIME:	1
PEP-PANEL, NON-CSF:	1
POC URINALYSIS:	1
POTASSIUM:	4
PROLACTIN:	2
PROSTATIC SPECIFIC ANTIGEN:	669
PROTEIN,TOTAL:	3
PTT/INR:	1
QUALITATIVE URINE PROTEIN CLASS TEST:	1
QUEST HEMOGLOBIN A1C:	1
RBC MORPHOLOGY:	5
RETIC PANEL:	4

***TESTS***	QUANTITY
RPR:	3
SGOT (AST):	1072
SGPT (ALT):	1061
SPL CANNABINOIDS CONFIRMATION:	1
SPL METHADONE CONFIRMATION, URINE:	3
SPL OPIATES CONFIRMATION, URINE:	1
TESTOSTERONE,FREE/WKLY BND PNL:	8
TOPIRAMATE:	1
TROPONIN T:	1
TSH:	118
TYPE & SCREEN - LAB:	2
UA/MICRO WITH CULTURE IF INDICATED:	1
URIC ACID:	1
URINALYSIS & MICROSCOPIC:	222
URINALYSIS ONLY:	2
URINE DRUG ABUSE SCREEN w/REFLEX TESTING:	3
URINE DRUG ABUSE SCREEN, EIA:	16
URINE HCG:	2
VALPROIC ACID:	1
VITAMIN B-12:	1
VITAMIN D, 25- HYDROXY(CALCIFEROL):	4
hsv 1 igm ab ifa confirm:	2
hsv 2 igm ab ifa confirm:	2

<b>***TESTS***</b>	<b>QUANTITY</b>
TOTAL	6580

## **SECTION C - CONTRACT CLAUSES**

### **C.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

### **ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have 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 following clauses are incorporated into 52.212-4 as an addendum to this contract:

(End of Addendum to 52.212-4)

### **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

(36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
12071 LPN II	GS-5 \$15.82
12100 Medical Assistant	GS-4 \$14.14
12312 RN II	GS-9 \$23.97
12313 RN III	GS-11 \$29.00

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

[] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### **C.3 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 contract effective date through contract completion date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.4 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 \$120,000, 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 \$500,000;

(2) Any order for a combination of items in excess of \$760,000.00; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be

required to make any deliveries under this contract after the end of the 4th option year or extension, if exercised.

(End of Clause)

#### **C.6 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. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 30 calendar days.

(End of Clause)

#### **C.7 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 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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.

(End of Clause)

#### **C.8 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30th of each 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 September 30th of each 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.

(End of Clause)

### **C.10 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

### **C.11 52.233-1 DISPUTES (MAY 2014)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or related to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

**C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR	JAN 2011

<u>FAR</u> <u>Number</u>	<u>PERSONNEL</u> <u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012

**C.13 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

**C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.15 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

### **C.16 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

### **C.17 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

### **C.18 LIMITATIONS ON SUBCONTRACTING**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments.

Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support

contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

### **C.19 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.20 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers 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 or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \*\_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical

liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating 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. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

Medical Liability Insurance \$1,000,000 per occurrence; \$3,000,000 in aggregate  
General Liability bodily injury liability insurance coverage written on the comprehensive form of policy of at least  
\$500,000 per occurrence.

(End of Clause)

## **C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Oregon. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

See attached document: D1 - VSC\_Security\_Request\_Packet\_Complete\_Packet\_APRIL\_2012.

See attached document: D2 - Guidelines for Display of the Flag.

See attached document: D3 - VHA Dir 2008-077.

See attached document: D4 - VHA Handbook 1050 01.

See attached document: D5 - VHA T21 Implementation Guidance.

See attached document: D6 - Specimen collection containers and laboratory test panels-profiles utilized by VA.

See attached document: D7 - PVAMC Specimen Collection Manual.

See attached document: D8 - Wage determination West Oregon.

See attached document: D9 - Contractor Employees Legal Status.

See attached document: D10 - Quality Assurance Surveillance Plan 9.5.2014.

## **SECTION E - SOLICITATION PROVISIONS**

### **E.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 a 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 to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a 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 paragraphs (a)(1) through (a)(3) of this provision; 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 paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*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) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

## **E.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)**

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 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 its 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 contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, 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 U.S.C. 1352. Any person 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 such failure.

(End of Provision)

### **E.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)**

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

**E.4 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)**

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity?:  Yes or  No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)

## **E.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(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 subdivision (a)(1)(i)(B) of this provision; and

(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. Sec. 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. Sec. 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. Sec. 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 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a 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.

(End of Provision)

#### **E.6 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does  does not  have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

#### **E.7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.8 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in

its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(e) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(f) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(g) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(h) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(i) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the

internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(j) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(k) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## **E.9 ADDENDUM TO FAR 52.212-1(c)**

ADDENDUM TO FAR 52.212-1(c): change to read as follows:

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its bid firm for 120 calendar days from the date specified for receipt of bids or, if requested, from the date specified for receipt of bids.  
ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO BIDDERS—COMMERCIAL ITEMS

GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS. Failure to follow instructions provided in this solicitation may preclude the bidder from further consideration. These proposal instructions are for two clinic locations operated by one Contractor.

(1) Specific Instructions: All proposals shall be legible and prepared in the following general format to be properly evaluated. Proposals need to be in either Microsoft Word or Adobe readable format. Submit proposals via email to Tamara.Potwora@va.gov with Subject: VA260-13-R-0761. Proposals shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

(2) Bidders shall include a table of contents and use Times New Roman font, eleven (11) pitch, single spaced, with one (1)” margins all around.

**Executed Request for Proposals:** The bidder shall complete blocks 17a (block 17a must include a Dun and Bradstreet number), 17b, 30a, 30b, and 30c, as applicable. Complete all necessary fill-ins and certifications for FAR provisions 52.203-2, 52.209-5, and 52.212-3; online ORCA documentation is acceptable and preferable, <https://www.sam.gov/>. Complete and submit FAR provision 52.209-7 (not available under ORCA). Acknowledge any amendments issued. Provide a statement regarding contractor’s authorized negotiators for this RFP by name, title, email address, and phone number. Complete and return D.9 Contractor Employees Legal Status. Submit name of Contractor Representative for D10 – Quality Assurance Surveillance Plan. Also submit a response to Evaluations Factors 1 – 6 included in Section E.9 (FAR 52.212-2 Addendum, Basis of Selection.)

(3) Provisions that are incorporated by reference (by Citation Number, Title, and Date), have 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 following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

(End of Addendum to 52.212-1)

## **E.10 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Staffing
2. Coordination and Continuity of Care
3. Site/Facility
4. Past Performance
5. Veteran Involvement
6. Price

(b) All non-price factors, when combined, are significantly more important than price for the purposes of determining the best value to the Government, therefore, the Government may award to other than the lowest priced offeror if it is in the Government’s best interest to do so. Only Factors will be evaluated. Sub-factors will be evaluated as part of the factor.

(c) Resulting Contract shall be based on the Contractor’s Technical Capabilities to provide the services listed in the Performance Work Statement (factors 1, 2, & 3), their Past Performance (factor 4), Veteran Involvement (factor 5), and the proposed Price (factor 6).

(d) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(C\$END-OF-PROV)

## E.11 FAR 52.212-2 ADDENDUM, BASIS OF SELECTION

### BASIS OF SELECTION

#### Lincoln County

#### Community Based Outpatient Clinic (CBOC)

#### Department of Veterans Affairs (VA)

#### VA Portland Health Care System, Oregon

### EVALUATION - COMMERCIAL SERVICES - BASIS OF SELECTION

**1. Responsive and Responsible:** This is a Best Value Trade Off negotiated acquisition. An offeror will be selected that is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1 and whose offer conforms to the RFP's requirements. Past performance will be evaluated in accordance with FAR 15.305(a)(2).

**2. Questions:** Submit all questions by email to Tamara.Potwora@va.gov with Subject: VA260-13-R-0761 by 03/03/2015 10:00 AM Pacific Time. Questions should be general in nature; because, questions will be answered by modification to the solicitation and all offerors will be able to view all questions.

**3. Evaluation factors:**

Factor 1 - Staffing

Factor 2 - Coordination and Continuity of Care

Factor 3 - Site/Facility

Factor 4 - Past Performance

Factor 5 - Veteran involvement

Factor 6 - Price

**(1) Factor 1 – Staffing:** This factor will be used to determine each offerors ability to provide qualified staff that possess the expertise necessary to successfully perform designated contract work. Proposal should address areas below. Subfactors are listed in descending order of importance.

1. Provide a list of qualified staff, including level of training and experience. Evidence that enough staff are provided to support the VA Primary Care Provider as detailed in the performance work statement.
  - a. Provide copies of the following information on any Registered Nurse to be used under this contract:
    - i. Graduation certificate from an Accredited Registered Nurse Program meeting the requirements.
    - ii. Active, current, unrestricted license.
    - iii. Evidence of a minimum of two (2) years successful nursing practice.
  - b. Provide copies of the following information on any Licensed Practical Nurse or Health Technician to be used under this contract:
    - i. Graduation certificate from an Accredited Registered Nurse Program or Health Technician certification meeting the requirements.
    - ii. Active, current, unrestricted license.
2. Personnel Turnover. Describe average medical personnel turnover rate and how it might affect contract performance. Describe the capability to recruit adequate staffing to meet the needs of the contract. The rate must be based on the offerors' clinic staffing only, and shall be based on turnover for the twelve (12) month period just prior to submission of the proposal.
3. Clinic Coordinator. Provide name, experience, education, capability, and availability of Clinic Coordinator who will ensure that clinic operates efficiently and effectively.

**(2) Factor 2 - Coordination and Continuity of Care:** Subfactors are listed in descending order of importance.

- (a) Describe mechanism for maintaining continuity of care between VA Portland Health Care System and Contractor's facility and continuity of care between private sector and VA care.
- (b) Describe the methods by which the Contractor will ensure that the CBOC will meet or exceed the Performance Measures including quality measures relevant to primary care and mental health, access measures.
- (c) Describe capability and/or mechanism to be used to begin contract performance within eighty-nine (89) calendar days after award.
- (d) Provide evidence of a working knowledge of applicable Joint Commission regulations and describe ability to meet Joint Commission requirements. Provide evidence of Joint Commission accreditation, if applicable; and in addition, provide date of last survey, expiration date of present accreditation, and date of next survey. Indicate any conditions to the accreditation.
- (e) Describe your contingency plan for equipment downtime.

**(3) Factor 3 - Site/Facility:** (A site visit may be conducted as part of the evaluation process.) Subfactors are listed in descending order of importance.

(a) Specify location of proposed facility to be utilized under this contract. Include mailing address, street address (if different from mailing address), city or town, zip code, and county.

Proposed locations within a 20 mile radius of the current CBOC locations are deemed to be most desirable to ease Veteran transition. Locations will be evaluated on accessibility; safety, vitality of neighborhood; and amenities such as shopping and eating establishments. Proposals should address these topics. PROVIDE EVIDENCE OF FIRM COMMITMENT TO USE THE FACILITY YOUR FIRM PROPOSES TO USE UNDER THE CONTRACT.

Current clinic locations are:

**Newport facility:**

1010 SW Coast Hwy, Suite 203

Newport, OR 97365

**Lincoln City facility:**

4422 NE Devils Lake Blvd., Suite 2

Lincoln City, OR 97367

(b) Specify total square feet of clinic space and total square feet for clinic waiting area.

(c) Describe handicap accessibility of the facility including a description of the handicapped parking.

(d) List room utilization proposal, to include structure for all disciplines (i.e, mental health, tele health). This includes conference rooms; staff breaks rooms; and any proposed use of multi-disciplinary work rooms. List number of exam rooms per VA provider.

(e) Describe availability of adequate parking at facility. Include in this description the number of parking spaces readily available to the clinic location, and the average number of all patients expected to visit the clinic per day. When reporting the number of parking spaces available, DO NOT simply relate the number of spaces in the near vicinity of the clinic if there are other businesses that are “sharing” those spaces.

(f) Describe location of facility in relation to major highways.

(g) Describe access to public transportation at the facility.

**(4) Factor 4 - Past Performance:** This factor will be evaluated at the factor level and will be used to assess a offeror’s likelihood of performing successfully on this contract. Past performance will be assessed for relevancy and success. For this factor:

(a) The Government shall review available past performance data in the Federal Awardee Performance and Integrity Information System found in the Past Performance Information Retrieval System found at <https://fapiis.ppirs.gov/>.

(b) The Government shall review submitted current or recently completed contracts similar in scope and dollar value to the contract being solicited. Offerors shall identify up to three (3) current or recently completed (within the past three years) contracts that are similar in scope and dollar value to

the contract being offered herein, to include contract name, dates of performance, point of contact, telephone number and e-mail address. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers.

(d) The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

(e) In accordance with FAR 15.305(a)(2)(iv), if an offeror has no record of relevant past performance or for whom information is not available, they will be rated neutral.

**(5) Factor 5 - Veteran involvement:** In accordance with VAAR 852.215-70 included herein, this factor will take into consideration a offerors status as an SDVOSB, or a VOSB and/or its proposed use of eligible SDVOSB or VOSB as subcontractors. This factor will give credit in the following order of descending importance:

(i) Service-Disabled Veteran-Owned Small Business (SDVOSB) performing work as the prime contractor.

(ii) Veteran-Owned Small Business (VOSB) performing as a prime contractor.

(iii) Non-SDVOSB or VOSB committing to subcontracting with either SDVOSB or VOSB in the performance of the contract.

(a) In order for SDVOSB or VOSB to receive credit under this factor, the offeror must be registered and verified in the Vendor Information Pages database at <https://www.VetBiz.gov> per VAAR 804.1102.

(b) In order for an offeror who is not a SDVOSB or VOSB to receive credit under this factor, the offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be registered and verified in Vendor Information Pages (VIP) database at <http://www.VetBiz.gov> per VAAR 804.1102 in order for the offeror to receive consideration under the Veterans Involvement Factor. The contract may be terminated if offerors who receive credit under this factor and do not use SDVOSB/VOSB subcontractors.

**(6) Factor 6 – Price:** Pricing is to be submitted utilizing appropriate spaces in Schedule of Supplies/Services. This factor indicates what each offeror’s proposal will cost the Government, if selected. The offeror(s) proposal will be evaluated on the total price for the Base Year plus the four (4) Option Years. Price proposals will be evaluated for fairness and reasonableness and will be compared against competing proposals and the Independent Government Cost Estimate. The offerors proposing the lowest total price for the Base Year plus four (4) Option Years will be rated highest for price evaluation purposes. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced or unreasonable. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Addendum to 52.212-2)

## E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or 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 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) 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.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its 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 his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, 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.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2)  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 Federal, state or local government 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;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 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.

(B) 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. Sec. 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.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 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.

(D) 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).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 U.S.C. 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.

(3) *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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *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 \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

### **E.13 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (FFP-IDIQ) contract resulting from this solicitation.

(End of Provision)

**E.14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**E.15 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

**E.16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that—

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

### **E.17 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tamara Potwora

Michael Morrison  
Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 20

5115 NE 82nd Ave. Suite 102  
Vancouver WA 98662  
Mailing Address:

Department of Veterans Affairs

Network Contracting Office 20

5115 NE 82nd Ave. Suite 102  
Vancouver WA 98662

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

(End of Provision)

### **E.18 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)**

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would

warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

### **E.19 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

### **E.20 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.21 852-233.71 Alternate Dispute Protest Procedure**

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.22 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.23 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

## E.24 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)