

2. AMENDMENT/MODIFICATION NO. A00004	3. EFFECTIVE DATE 10/22/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable) none
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6. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 Medical Sharing Team 325 New Castle Road Butler, PA 16001	CODE 00244	7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs Network Contracting Office 4 Medical Sharing Team 325 New Castle Road Butler, PA 16001	CODE 00244
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NO. VA244-14-R-0109
	X	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1.) The purpose of Amendment #4 is for Offerors within the Competitive Range to revise Proposals based on the Government's tailored requirements attached here in this amendment.

Offerors' revised proposals are due no later than November 12, 2015 3:00pm EST. to Contracting Specialist listed below. Instructions to Offerors For Proposals Submission are attached to this amendment.

ACO: Bethany Diaz, Bethany.diaz5@va.gov (724)285-2262

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHAWN SMITH Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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

1. REQUISITION NO.  
646-14-1-093-0001

PAGE 2 of 160

2. CONTRACT NO.      3. AWARD/EFFECTIVE DATE      4. ORDER NO.      5. SOLICITATION NUMBER  
VA244-14-R-0109

6. SOLICITATION ISSUE DATE  
11-12-2013

7. FOR SOLICITATION INFORMATION CALL:      a. NAME  
Bethany Diaz

b. TELEPHONE NO. (No Collect Calls)  
724-285-2262

8. OFFER DUE DATE/LOCAL TIME 11/12/2015 1500 EST

9. ISSUED BY      CODE 00244

Department of Veterans Affairs  
Network Contracting Office  
Medical Sharing Team  
325 New Castle Road  
Butler, PA 16001

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 00646

Department of Veterans Affairs  
VAPHS  
1010 Delafield Road  
Pittsburgh PA 15215-1802

16. ADMINISTERED BY      CODE 00244

Department of Veterans Affairs  
Network Contracting Office  
Medical Sharing Team  
1010 Delafield Road  
Pittsburgh PA 15215-1802

17a. CONTRACTOR/OFFEROR      CODE      FACILITY CODE

18a. PAYMENT WILL BE MADE BY      CODE

Austin Payment Center  
Department of Veterans Affairs

PO Box 149971  
Austin TX 78714-8971

PHONE: (877) 353-9791      FAX: (512) 460-5545

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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provide Community Based Outpatient Clinic (CBOC) Services to Veterans residing primarily in Beaver County, PA  Schedule is located on page 5.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA      See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$0.00

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)  
SHAWN SMITH  
Contracting Officer

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)      30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)      31c. DATE SIGNED

## 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 (90C-A ) Shawn Smith, Contracting Officer

Department of Veterans Affairs

Network Contracting Office  
Acquisitions (90C-A)  
1010 Delafield Road  
Pittsburgh PA 15215-1802

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other  Monthly, in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Austin Payment Center  
Department of Veteran Affairs  
PO Box 149971  
Austin TX 78714-8971

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

AMENDMENT NO	DATE
A0001	12/04/2013
A0002	12/11/2013
A0003	12/16/2013
A0004	10/22/2015

## Subcontracting Commitments - Monitoring and Compliance

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, VAAR 852.215-71, Evaluation Factor Commitments and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. 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.

## B.2 PRICE SCHEDULE AND SERVICES

The quantities listed in the Price Schedule below are estimates only and are not to be considered a minimum or maximum. The guaranteed minimum contract amount, including the base year and any option years exercised, is **\$1,380,000** and the maximum contract amount, including the base year and any option years exercised, shall not exceed **\$17,910,000**. A task order shall be issued at the start of each performance period.

ORDERING PROCEDURES: VA has the sole authority to assign Veterans treated by the contractor into the Primary Care Management Model (PCMM) software program used to track primary care clinic Veteran rosters. Specific billable processes for issuing task orders under the resultant contract include: determining veteran eligibility, enrollment eligibility, and patient vesting which is further defined in PWS. Please review in detail to ensure compliance for issuance of subsequent task orders and payment processing.

**B2.1 Base Period POP: (estimated 06/01/2016 – 05/31/2017)**

CLIN No.	Services	Unit	Estimated Quantity Per Month	Price Per Unit	Total Estimated Cost – 1 year
0001	<i>Primary Care Services</i> at capitation rates per member per month (PMPM)	PMPM	4,600		

**B2.2 Option Period #1 POP: (estimated 06/01/2017 – 05/31/2018)**

CLIN No.	Services	Unit	Estimated Quantity Per Month	Price Per Unit	Total Estimated Cost– 1 year
1001	<i>Primary Care Services</i> at capitation rates per member per month (PMPM)	PMPM	4,660		

**B2.3 Option Period #2 POP: (estimated 06/01/2018 – 05/31/2019)**

CLIN No.	Services	Unit	Estimated Quantity Per Month	Price Per Unit	Total Estimated Costs– 1 year
2001	<i>Primary Care Services</i> at capitation rates per member per month (PMPM)	PMPM	4,680		

**B2.4 Option Period #3 POP: (estimated 06/01/2019 – 05/31/2020)**

CLIN No.	Services	Unit	Estimated Quantity Per Month	Price Per Unit	Total Estimated Costs– 1 year
3001	<i>Primary Care Services</i> at capitation rates per member per month (PMPM)	PMPM	4,700		

**B2.5 Option Period #4 POP: (estimated 06/01/2020 – 05/31/2021)**

CLIN No.	Services	Unit	Estimated Quantity Per Month	Price Per Unit	Total Estimated Cost– 1 year
4001	<i>Primary Care Services at capitation rates per member per month (PMPM)</i>	PMPM	4,720		

Grand Total Base + Option Periods:

\$

Estimated Quantities - All quantities listed herein are estimated annual quantities. The Government is not obligated to purchase any specified amount of services under this contract, but will be obligated to make payment for all services requested and received in the quantities and of the quality requested. The Government does not guarantee or imply that any fixed number of orders/referrals for services will be placed under the resultant contract.

For each Base Period and Option Period thereafter, the Government will use separate task orders for funding purposes only. Contracting Officer will provide the most current Task order for each period of performance for the estimated amounts according to the terms and conditions of the awarded contract under the Services Schedule. Each Task Order will describe the period that the task order covers. All option periods quantities are estimated amounts as indicated above. If additional funding is needed, offeror must contact the Contracting Officer Representative immediately.

## B.3 PERFORMANCE WORK STATEMENT

### Community Based Outpatient Clinic (CBOC) Services

#### 1. GENERAL:

1.1. **SERVICES REQUIRED:** This solicitation is for a single Community Based Outpatient Clinic (CBOC) providing Primary Care and Mental Health (MH) services to an estimated enrolled Veterans of 4,600 primarily residing in **Beaver County**, Pennsylvania. Current enrollment is 4,488 as of 09/02/2015. Location of the CBOC will be within **Beaver County**, Pennsylvania. Primary Care services include longitudinal outpatient medical care the purposes of prevention and detection of disease and subsequent management of medical conditions, for veterans deemed eligible. The care shall be provided by primary care providers who are board certified in Internal Medicine or Family Practice, with experience in the care of adult patients with multiple medical problems of high complexity and Physician Assistants/Nurse Practitioners who are nationally certified and licensed to practice within a primary care environment. The proposed CBOC, at a minimum, shall provide one standard of care that must be consistent, safe and of high quality. Additionally, the proposed CBOC is expected to comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance. The CBOC must be poised to respond quickly to VA policy and procedure changes. Unless otherwise noted, hereafter within this document, singular terms such as "CBOC", "clinic" or "Contractor's facility" shall refer to the **Beaver County** CBOC.

1.1.1. The VA Pittsburgh Healthcare System (VAPHS), also known as the "parent facility" requires CBOC services providing Primary Care and Mental Health (MH) services in a private hospital, office or clinic environment to veterans, primarily residing in **Beaver County**.

1.1.2. CLINICAL RN ADMINISTRATOR: A full time Registered Nurse (RN) Clinical Administrator is required to oversee the day to day duties and operations of the CBOC. This is in addition to the PACT RN staff.

1.1.3. The Contractor shall provide complete Primary Care services to include professional and technical fees, routine and stat radiology procedures and labs as required, injections, routine spirometry, pulse oximetry at rest, pulse oximetry at exercise, blood sugar, INR, Hemoglobin A1C, Pregnancy and urine testing and EKGs as clinically indicated and specified herein.

1.1.4. EPISODIC CARE FOR PATIENTS NOT ASSIGNED AT THE CBOC:

1.1.4.1. At no additional cost the contractor is expected to provide approximately 20/month nurse-only visits and 2/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. Contract nurses at the CBOC shall follow orders written by VA providers. These visits include services covered under CPT Code 99211 – outpatient visit – nurse only (i.e. injections, lab draws, suture removal, dressing changes, wound checks, blood pressure/vital sign checks, lab draws and



preparation for sending to the parent facility, etc.)

1.1.4.2. Flu Vaccine Clinics – At no additional cost the contractor is expected to provide the flu vaccine to veterans who are not vested at the **Beaver** County CBOC.

1.1.5. Contractor shall provide back-up staff to maintain the normal operations of the clinic during absences of staff for vacation, sickness, etc. Back-up plan must include policy on cancellation of appointments. Contractor shall provide VA with its plan for back-up support for approval. Policy must be consistent with VISN 4 policy.

1.2. **PLACE OF PERFORMANCE:** CBOC shall be located in **Beaver** County, PA. The **Beaver** County Contractor's facility must remain in the same Congressional District; currently the 12<sup>th</sup> Congressional District.

Congressional Districts can be viewed at:

<http://www.redistricting.state.pa.us/Maps/Congressional.cfm>

The current CBOC is located within Monaca, PA, which is considered a favorable location. Refer to Section E.1.2.4 – Evaluation Factors for Award; Factor 1; Sub-factor c for further details on preferable locations within Beaver County, PA.

1.3. **AUTHORITY:** In accordance with Public Law 104-262, Title 38 United States Code (USC) 8153, primary care services in a community based outpatient clinic setting are to be furnished by the contractor to eligible veterans on behalf of Pittsburgh VA Medical Center.

1.4. **POLICY AND REGULATIONS:** The Contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, customer satisfaction, prevention index, chronic disease index and clinical guidelines. 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, and throughout the life of the contract, as applicable. 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, access, 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://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](http://www.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://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=523](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=523)
- 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 2012-011 Primary Care Standards  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2504](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2504)
- 1.4.22. 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)
- 1.4.23. VHA Directive 2012-030 "Credentialing of Health Care Professionals"  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2815](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2815)
- 1.4.24. 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)
- 1.4.25. 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)
- 1.4.26. 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)
- 1.4.27. VHA Handbook 1101.10 PACT Handbook  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2977](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2977)
- 1.4.28. VHA Handbook 1101.11 Coordinated Care for Traveling Veterans  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3099](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099)
- 1.4.29. 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)
- 1.4.30. VHA Handbook 1106.1 "Pathology and Laboratory Medicine Service Procedures"  
[http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1779](http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1779)
- 1.4.31. VHA Handbook 1120.02, "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)
- 1.4.32. VHA Handbook 1330.1, "VHA Services for Women Veterans" dated 5/21/10  
[http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=2246](http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2246)
- 1.4.33. VHA 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)
- 1.4.34. VHA Handbook 1122.01, "VHA Handbook 1122.01, "Podiatric Medical and Surgical Services for Veterans Health Administration Medical Facilities"  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2122](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2122)
- 1.4.35. VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards.  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=512&FTtype=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=512&FTtype=2)
- 1.4.36. Privacy Act of 1974 (5 U.S.C. 552a) as amended  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm)
- 1.4.37. VHA Directive 2013-001: "Extended Hours Access For Veteran Requiring Primary Care Including Women's Health and Mental Health Services at Department of Veterans Affairs Medical Centers and Selected Community Based Outpatient Clinics"  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2854](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2854)

- 1.4.38. PG 18-9: Space Planning Criteria  
<http://www.cfm.va.gov/til/space/SPchapter265.pdf>

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. ACGME: Accreditation Council for Graduate Medical Education
- 1.5.4. ACPE: American Council on Pharmaceutical Education
- 1.5.5. ACO: Administrative Contracting Officer
- 1.5.6. ADE: adverse drug events
- 1.5.7. AED: Automatic External Defibrillator
- 1.5.8. AIS: Automated Information Security
- 1.5.9. ANA: American Nurses Association
- 1.5.10. AOA: American Osteopathic Association
- 1.5.11. ARRT: American Registry of Radiologic Technology
- 1.5.12. BAA: Business Associate Agreement
- 1.5.13. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting
- 1.5.14. BLS: Basic Life Support
- 1.5.15. BOS: Bureau of Osteopathic Specialists
- 1.5.16. CAHEA: Committee on Allied Health Education and Accreditation
- 1.5.17. CAP: College of American Pathologists
- 1.5.18. CARF: Commission on Accreditation of Rehabilitation Facilities
- 1.5.19. CBO: VA Central Billing Office.
- 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 telehealth
- 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. HCC: Health Care Center – A HCC is a VA-owned, VA-leased, contract, or shared clinic operated at least 5 days per week that provides primary care, mental health care, on site specialty services, and performs ambulatory surgery and/or invasive procedures which may require moderate sedation or general anesthesia.
- 1.5.47. HCFA: HealthCare Financing Administration
- 1.5.48. 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.
- 1.5.49. HT: Home Telehealth
- 1.5.50. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories
- 1.5.51. INR: International Normalized Ratio
- 1.5.52. ISO: Information Security Officer
- 1.5.53. LIP: Licensed Independent Practitioner
- 1.5.54. Mental Health Services: per VHA Handbook 1160.01 is meant to include services for the evaluation, diagnosis, treatment, and rehabilitation of both substance use disorders and other mental disorders.
- 1.5.55. MCCR: Medical Care Cost Recovery
- 1.5.56. MQSA: Mammography Quality Standards Act
- 1.5.57. MSN: Master of Science in Nursing
- 1.5.58. NAO: Network Authorization Office
- 1.5.59. NCCPA: National Commission on Certification of Physician Assistants
- 1.5.60. NLN: National League for Nursing
- 1.5.61. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program
- 1.5.62. OTC: Over the Counter
- 1.5.63. PA: Physician Assistant
- 1.5.64. PACS: Picture Archiving and Communications System
- 1.5.65. 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:
  - 1.5.65.1. Participation in PACT national teleconferences and educational forums.
  - 1.5.65.2. Teamlet staff should attend VA sponsored Transformational Learning Centers of Excellence.
- 1.5.66. Parent Facility: VAMC responsible for performance monitoring and payment for contracted CBOC services.
- 1.5.67. PCMH: patient-centered medical home
- 1.5.68. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.
- 1.5.69. PCP: Primary Care Provider
- 1.5.70. Pharm.D: Doctor of Pharmacy
- 1.5.71. POC: Point of Care Testing
- 1.5.72. PWS: Performance Work Statement
- 1.5.73. QAPI: Quality Assessment and Performance Improvement
- 1.5.74. QASP: Quality Assurance Surveillance Plan
- 1.5.75. RME: reusable medical equipment
- 1.5.76. SOP (Clinical): Scope of Practice
- 1.5.77. Self- Referral: Referring patients to Contractor's facility for follow-up care. Self-referral for

outpatient services at the Contractor's facility is prohibited.

- 1.5.78. SMA: Shared Medical Appointments
- 1.5.79. SPD: Sterile Processing Division
- 1.5.80. SPE: Senior Procurement Executive
- 1.5.81. TJC: The Joint Commission
- 1.5.82. TIU: Text Integration Utility
- 1.5.83. TCT: Telehealth Clinical Technicians
- 1.5.84. VA: Veterans Affairs
- 1.5.85. VAMC: Veterans Affairs Medical Center
- 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
- 1.5.89. General mental health services include:
  - (a) Diagnostic and treatment planning evaluations for the full range of mental health problems;
  - (b) Treatment services using evidence-based pharmacotherapy, or primary evidence-based psychotherapy for patients with mental health conditions and substance use disorders;
  - (c) Patient education;
  - (d) Family education when it is associated with benefits to the veterans;
  - (e) Referrals as needed to inpatient and residential care programs; and
  - (f) Consultation about special emphasis problems including Post Traumatic Stress Disorder (PTSD) and Military Sexual Trauma (MST)
- 1.5.90. Specialty Mental Health Services Include:
  - (a) Consultation and treatment services for the full range of mental health conditions;
  - (b) Evidence-based psychotherapy;
  - (c) Mental Health Intensive Case Management (MHICM);
  - (d) Psychosocial Rehabilitation Services, including: PRRCs, family psycho-education, family education, skills training, peer support, and Compensated Work Therapy (CWT) and supported employment;
  - (e) PTSD teams or specialists;
  - (f) MST special clinics;
  - (g) Homeless programs; and
  - (h) Specialty substance abuse treatment services.

**SPECIALTY CARE VISIT:** A specialty care outpatient visit is an episode of care furnished in a clinic that does not provide primary care, and is only provided through a referral." These services are generally divided into two sub-categories: medicine specialties and surgery specialties. The VHA site classification defines specialty care as those encounters that occur within the geriatric medicine; allergy; cardiology; dermatology; emergency; employee health; endocrinology; gastroenterology; general medicine; hematology or oncology; infectious disease; nephrology; neurology; outreach; pulmonary or respiratory disease; rheumatology; amputation follow-up; amputation; anesthesia; cardio-thoracic; ear, nose, and throat (ENT); eye; general surgery; gynecology (GYN); neurosurgery; orthopedics; plastic surgery; urology; or vascular clinic stops.
- 1.5.91. Support Staff: 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. 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 requirements of the resultant contract. The Contractor shall provide a sufficient number of primary care providers so that each primary care provider has a reasonable caseload. Current caseload ratios are based on the expectation that a fulltime physician will care for

approximately 1200 patients, and a midlevel provider will care for approximately 900 patients. 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: PACT Staffing Model is required, not a recommendation. 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 deliver care 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 for MD/DO led teams and 900 for NP/PA led teams). Members of the teamlet include a primary care provider (MD, DO, NP, PA) (1.0 FTE), a RN Care Manager (1.0 FTE), a Clinical Associate (LPN/LVN, MA, HCT) (1.0 FTE) and an Administrative Associate (1.0 FTE).
- 2.1.4. Discipline-specific team member: A discipline-specific team member is a health care professional designated to a PACT position in 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 (CPS), Registered Dietitians, Social Workers, Primary Care-Mental Health Integration providers.
- 2.1.5. Expanded Team staffing: Other PACT members such as pharmacists, social workers, and dietitians 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 specialists (Contract provided), 0.5 FTE Social Worker and 0.2 FTE registered dietitian. The following are recommendations for minimal staffing ratios of select discipline-specific team members:
  - 2.1.5.1. At least one CPS (Contract provided) for every three patient panels. The PACT CPS will function in the capacity of a mid-level provider functioning with an advanced scope of practice as their primary duty is to assist teamlets with comprehensive medication management. Staffing ratio may be adjusted upward locally to provide appropriate comprehensive medication management.
  - 2.1.5.2. At least one anticoagulation CPS (Contract provided) for every five patient panels, in addition to the PACT CPS. Since the staffing for anticoagulation management depends on the facility demographics for chronic anticoagulation, this equates to one anticoagulation CPS to safely manage approximately 400-500 chronic warfarin patients. Staffing ratio may be adjusted upward locally to provide appropriate pharmacy-related care to patients.
  - 2.1.5.3. At least one dietitian (Contractor provided) for every five patient panels or approximately 6000 patients per dietitian. Staffing ratio may be adjusted upward locally to provide appropriate medical nutrition therapy or education.
  - 2.1.5.4. At least one primary care social worker (LSW) (excludes mental health Social Workers) for every two patient panels will be provided by the Contractor.
- 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 not considered support staff, even if located in a separate area. 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.
- 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. Clinical Pharmacy Services (provided by Contractor) The CPS should be provided the same support staffing given to other providers on the team when they are working in the capacity of a mid-level provider. The Contractor provided support staff shall include a registered nurse care manager for every 1200 patients served by the CBOC.
- 2.1.6.4. A physician with current licensure in any state shall be designated to serve as Medical Director to oversee and be responsible for the proper provision of covered services to enrolled patients. It is preferred that this physician be board certified in Internal Medicine or Family Practice (see qualifications). This physician must be actively providing care in the CBOC clinic and maintain a panel of VA patients. Circumstances may arise when the Medical Director is not on-site, that is only in rare occasions. Medical Director will be on-site during the hours of operation. For issues arising, coverage will be done by a mid-level provider in the absence of the Medical Director.
- 2.1.6.5. Other primary care staff: Provider staff including nurse practitioners, physician assistants, registered nurses, and 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.
- 2.1.6.6. Licensed Clinical Social Worker (LCSW) – It is anticipated that an LCSW will be required at CBOC 40 hours per week to handle the anticipated mental health workload effectively.
- 2.1.6.7. Registered and Licensed Dietitian scheduled to sufficiently provide for the needs of enrolled patients and to meet all VA scheduling requirements / mandates.
- 2.1.6.8. Clinical Pharmacy Specialists: Provided by Contractor. A pharmacist in this assignment handles routine medication-related activities in accordance with local, Veterans Integrated Service Network (VISN), and national policies and regulations. These include, but are not limited to: reviewing, interpreting, and verifying medication orders for appropriateness; processing and filling medication orders; interacting with and making recommendations to other clinical staff regarding medication therapy ordered to ensure safe and effective care; reviewing the patient's medications, allergies, labs, and other pertinent information from the medical record to identify and solve medication-related problems; contacting providers as appropriate; documenting recommendations and interventions; providing refill extensions and partial medication supplies; taking health and medication histories; performing medication reconciliation; providing drug information; assisting in formulary management including therapeutic substitutions, nonformulary reviews and medication usage evaluations; documenting and assessing adverse drug events (ADEs); assisting in medical emergencies; providing oversight of technical staff in all aspects of medication distribution.

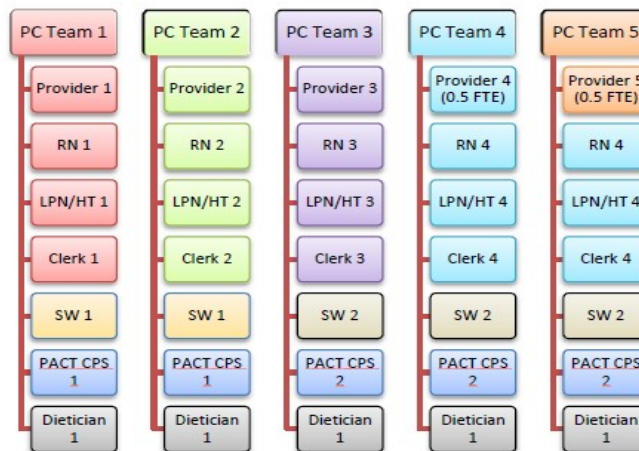


2.1.6.9. Podiatry services: Podiatry is provided by Contractor, and will be sufficient to provide adequate access to Veterans as needed. Historical data, which is hereby provided solely for estimating purposes, and does not bind the Government to a specific number, shows that in the past year, there have been 860 Veterans treated for podiatry at the existing Beaver County clinic, resulting in approximately 2,100 podiatry visits annually.

2.1.6.10. All personnel qualifications listed in this PWS must be met.

**Diagram 1:** Example of PCMM Configuration for PACT.

*NOTE: This example does not contain all of the potential staff positions that may be designated to a PACT.*



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).

2.1.7.1. **Contractor’s Physician(s)** (including subcontractors)

- Contractor’s Physicians providing primary care services under the resultant contract shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice.
- Contractor’s Physicians shall have current DEA licensure. Contractor shall provide copies of DEA cards for staff providing services under the resultant contract.
- Contractor’s Physicians performing under this contract shall be board certified (or board eligible) by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice.
- If selected for contract award and physician(s) proposed by the contractor are not board certified or not eligible for board certification to provide services under this contract, the VA Chief of Staff and Director will make a determination that these physicians are well qualified and fully capable of providing high quality care for veteran patients based on the verification of their credentials related

to education, training, professional experience and competency. If VA rejects a proposed physician, the Contractor is required to propose substitute acceptable personnel within five (5) calendar dates.

- Contractor's Physicians and personnel providing services under this contract must speak and write English proficiently.

2.1.7.2. **CONTRACTOR DIETITIAN SERVICES** (including subcontractors): must be provided by a Registered and Licensed Dietitian. Must meet state qualification requirements in the state of the Outpatient site of care (i.e. CBOC). Bachelor's degree from a U.S. regionally accredited college or university and completed a didactic program in dietetics accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND).

2.1.7.3. **CONTRACTOR'S SOCIAL WORKER(S)** (including subcontractors): The social worker providing services under this contract must have a degree in Social Work from a school accredited by The Council on Social Work Education (CSWE) and be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. The CSWE website is <http://www.cswe.org/>. The VA prefers that the social worker have some experience providing mental health services. Mental health social worker providing services under this contract must have experience in providing psychotherapeutic services in an individual and group treatment setting and have obtained the clinical social work license (LCSW). Experience in substance use, PTSD and/or family therapy services preferred.

2.1.7.4. **CONTRACTOR'S Certified Registered Nurse Practitioners (CRNPs)** (including subcontractors) must have a MSN from a NLN accredited nursing program and have the American Nurse credentialing Center (a subsidiary of the American Nurses Association), or another nationally recognized certifying body as a Nurse Practitioner in either Adult Health or Family Practice. Authorization for prescriptive authority is required. Three years of clinical nursing experience is required. A recommendation of one (1) year clinical experience as a CRNP is preferred (three (3) years optimal). Experience in outpatient care in a Family Medicine or Internal Medicine environment is preferred. Nurse Practitioners assigned to mental health must have at least one year of clinical experience in this specialty.

2.1.7.5. **CONTRACTOR'S PHYSICIAN ASSISTANTS**(including subcontractors) must meet one of the three following educational criteria: a) A bachelor's degree from a PA training program which is certified by the CAHEA; or b) Graduation from a PA training program of at least twelve (12) months duration, which is certified by the CAHEA and a bachelor's degree in a health care occupation or health related science; or c) graduation from a PA training program of at least twelve (12) months duration which is certified by the CAHEA and a period of progressively responsible health care experience such as independent duty medical corpsman, licensed practical nurse, registered nurse, medical technologist, or medical technician. The duration of approved academic training and health care experience must total at least five (5) years. Authorization for prescriptive authority is required. PAs must be certified by the NCCPA.

2.1.7.6. **CONTRACTOR'S RADIOLOGIC TECHNOLOGISTS** (including subcontractors) must be certified in general radiologic technology by the ARRT and possess an active,

current certification. Must meet any State, Territory, or Commonwealth of the United States or District of Columbia radiological technologist requirements.

**2.1.7.7. CLINICAL PHARMACY SERVICES:** (including subcontractors) must meet the following education and licensure requirements.

Graduate of an Accreditation Council for Pharmacy Education (ACPE) accredited College or School of Pharmacy with a baccalaureate degree in pharmacy (BS Pharmacy) and/or a Doctor of Pharmacy (Pharm.D.) degree. Verification of approved degree programs may be obtained from the Accreditation Council for Pharmacy Education, 20 North Clark Street, Suite 2500, Chicago, Illinois 60602-5109; phone: (312) 664-3575, or through their Web site at: <http://www.acpe-accredit.org/>.

Graduates of foreign pharmacy degree programs meet the educational requirement if the graduate is able to provide proof of achieving the Foreign Pharmacy Graduate Examination Commission (FPGEC) Certification, which includes passing the Foreign Pharmacy Graduate Equivalency Examination (FPGEE) and the Test of English as a Foreign Language Internet-Based Test (TOEFL iBT).

Licensure. Full, current and unrestricted license to practice pharmacy in a State, Territory, Commonwealth of the United States (i.e., Puerto Rico), or the District of Columbia. The pharmacist must maintain current registration if this is a requirement for maintaining full, current, and unrestricted licensure. A pharmacist who has, or has ever had, any license(s) revoked, suspended, denied, restricted, limited, or issued/placed in a probationary status may be appointed only in accordance with the provisions in VA Handbook 5005, Part II, Chapter 3, section B, paragraph 16.

**2.1.7.8. PODIATRIST:** (including subcontractors) must meet the following education and licensure requirements:

Education: Degree of doctor of podiatric medicine, or its equivalent, from a school of podiatric medicine approved by the Secretary of Veterans Affairs. Approved schools are United States schools of podiatric medicine approved by the Council on Podiatry Education of the American Podiatry Association in the year in which the degree was granted.

Licensed to practice podiatry in a State, Territory, or Commonwealth of the United States, or in the District of Columbia. Podiatrists are required to possess full and unrestricted licensure and to maintain a current registration in their State of licensure if this is a requirement of the particular State.

**2.1.7.9. CONTRACTOR'S TELEHEALTH SERVICES** (including subcontractors) All staff employed providing Telehealth related services into the clinic must be appropriately credentialed and; where necessary, privileged. All contractor staff who supports Telehealth services must be working within permitted licensure and scope of practice. Where non-licensed staff is supporting Telehealth services provided through the contractor they must do so under the appropriate clinical supervision.

- TCT's (Telehealth Clinical Technician) will serve in a generalist role to support and manage Telehealth clinical encounters from a patient and provider location as the Tele-presenter and imager for Telehealth store and forward applications. This position serves as the clinic manager for real time Telehealth events, including patient education activations, provision of equipment for the Home Telehealth 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. This position is in addition to PACT support staff.

- Contractor shall provide staff to facilitate & assist in Telehealth activities under this Contract. This staff shall be assessed and trained by VAPHS to ensure competent delivery of the business and clinical elements of Telehealth as outlined further in this section or deemed necessary for the modality. Once initial assessment and training is complete and ongoing competency demonstrated, VAPHS may delegate additional responsibilities to the Contractor's designees; this would be on a case-by-case basis and at sole discretion of VAPHS.
- Contractor and staff engaging in Telehealth activities under this Contract shall champion and facilitate Telehealth as an adjunctive, complimentary and/or alternative care/service delivery model. CBOC staff shall obtain consent from the veteran to participate in telehealth. This can include a verbal agreement, but consent includes notification to the veteran that they have the option to stop telehealth at any time and can pursue a traditional visit with a provider.
- Each location shall designate at least 2 staff including (1) Certified Medical Assistant (or Health Technician) and (1) Licensed Practical Nurse as a Telehealth Clinical Technician (TCT) or 2 LPN's. At a minimum, there will be at least 2 Certified Medical Assistant, Health Technician, LPN or higher level provider shall be cross trained to serve as the TCT's backup in the event of sick leave, vacation time, and other absences.

**2.2. LICENSE AND ACCREDITATION:** All licenses required by the personnel working on this contract shall be current, 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.

2.2.1.1. 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.

2.2.2. Contractor staff qualifications, licenses, certifications and facility accreditation must be maintained throughout the contract period of performance. In the event that Contractor's staff is not directly employed by the treating facility, documentation must be provided upon request 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.

2.2.3. The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone 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. The Contractor will not permit any employee to begin work at a 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:

- 2.2.4.1. 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.
  - 2.2.4.2. The VA shall not approve of subcontracts with non-licensed individual or group providers. The VA will rescind subcontractor approval if the subcontractor should lose their license during the course of the contract.
  - 2.2.4.3. 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.
- 2.2.5. All contract providers must be United States citizens or permanent residents. Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. No physician assigned by the Contractor shall have ever had a medical license suspended, revoked or limited by a State, Territory, Commonwealth or the District of Columbia. The qualifications of such personnel shall also be subject to review by the Chief of Staff and approval by the VAPHS Facility Director.
- 2.3. The Government reserves the right to refuse acceptance of Contractor employees, 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's conduct. The final arbiter on questions of acceptability is the CO.
- 2.3.1. All patient complaints are reported to the CO 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 and VAPHS Medical Staff Bylaws. The 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 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.
- 2.4.1. Contractor will ensure that all Physicians, Diagnostic Radiology Technologist, Social Workers and any provider that requires licensure, certificate 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 VHA and The Joint Commission requirements. Credentialed providers 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.

2.4.3. Contractor will ensure that all Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants to be employed under this contract also participate in the Credentialing process through VA's "VetPro," as described above. Since Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are not recognized by the VA as independent practitioners, they function under a Scope of Practice (not Clinical Privileges). The credentials and scope of practice for Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are reviewed at the time of the initial appointment and at least every two years thereafter by an appropriate VA discipline-specific Professional Standards Board. The VA Scope of Practice must adhere to applicable practice acts within that state.

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/scope of practice.

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. BLS training is required by all staff.

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 send training certificates to the Contracting Officer Representative (COR) by e-mail, to be provided at time of award.

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 JC standards.

2.8. **RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS:** Contractor staff having access to VA Information Systems are required to read and electronically 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. With its proposal, the Contractor shall provide a list of all proposed contract providers who will be providing services under the contract as well as the names of immediate family members of those providers who are also employed by the Department of Veterans Affairs. 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. 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.
- 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. **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.

2.16. **TORT CLAIMS, INDEMNIFICATION, COMPLAINTS AND LAW SUITES:** The Federal Tort Claims Act does not cover Contract staff. The Contractor will indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly arising from this contract, or resulting from any act or omission of the Contractor or the Contractor's employees, including failure to comply with any obligation of this Contract. It is the sole responsibility of the Contractor to defend and otherwise respond to any type of legal process initiated against the Contractor or the Contractor's employees pertaining directly or indirectly to any matter arising from this contract; and to bear all costs, expenses, and liabilities incurred from such legal proceeding. The contractor will notify the VA immediately of any written complaint, claim, or notice of any type of legal proceeding made by or on behalf of a Veteran regarding care, treatment or service provided under this contract. In the event of litigation/investigation of a claim of liability or malpractice, the Contractor and/or the Contractor's personnel shall cooperate fully with Government authorities and designated officials in the investigation of the claim or preparation for litigation.

2.17. **CONTRACT PERSONNEL:** Any persons identified under this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs or sites, the Contractor shall notify the Contractor Officer in advance and shall submit justification (including a detailed explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. Any listing of "Contract Personnel" attached to this



contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. During the first ninety-(90) days of performance, the Contractor shall make NO substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer, in writing, within five (5) calendar days after the occurrence of any of these events.

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

### **3. CONTRACTOR RESPONSIBILITIES**

3.1. **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. The Contractor shall provide CBOC services solely dedicated to veterans regardless of gender or age.

3.1.1. Those patients needing specialty or follow-up care not provided by the CBOCs shall be referred as outlined in this contract.

3.1.2. 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.

3.1.3. 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.

3.1.4. Standards of practice: Contractor shall be responsible for meeting or exceeding VA and TJC (or equivalent) standards.

3.2. **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.

3.3. **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 CBOC Clinic staff shall be required to complete the following tasks in order to begin to implement Patient Centered Care:

3.3.4. Engage the patient/family in self-management and personal goal setting

3.3.5. Provide education pertinent to care needs and document the provision of that education.

3.3.6. Provide support on site to enroll patients in MyHealthVet & Secure Messaging

3.3.7. Ensure staff is trained in self-management techniques, motivational interviewing, shared decision making as made available by VA.

3.3.8.CBOC patients will be notified of all normal test results within 14 days.

**3.4. 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.

3.4.4. Face to Face Visit Access:

3.4.4.1. Provide same day access for patients

3.4.4.2. Increase (establish) group visits and shared medical appointments

3.4.5. Virtual Access

3.4.5.1. Telephones:

3.4.5.1.1. 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.

3.4.5.1.2. Increase telephone care delivered to veterans by PACT members.

3.4.5.2. MyHealthVet (MHV):

3.4.5.2.1. Provide support to enroll into MyHealthVet

3.4.5.2.2. Increase enrollees in MHV and Secure Messaging

3.4.5.3. Secure Messaging (SM):

3.4.5.3.1. Encourage & educate patients to use SM as a non-synchronous mode of communication

3.4.5.3.2. Establish SM as a communication method in clinic

3.4.5.3.3. Increase Veteran participation

3.4.5.4. Telemedicine & Telehealth

3.4.5.4.1. Improve access to scarce medical services via telemedicine capabilities as described in FY 13 T21 Implementation Guidance document.

3.4.5.4.2. Increase Veteran enrollment in Telehealth modalities available at VAMC.

**3.5. 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.

3.5.4. Improve Critical Transitions Processes:

3.5.4.1. Inpatient to Outpatient:

3.5.4.1.1. Develop systems to identify admitted primary care patients.

3.5.4.1.2. Provide follow up care either by face to face visit or telephone visit within 2 days post discharge.

3.5.4.1.3. Document the follow up care in CPRS delivered and communicate among the team.

3.5.5. Enhance Primary Care to Specialty Care Interface

3.5.5.1. Participate in electronic virtual consults & SCAN ECHO as available

- 3.5.5.2. Develop resource listing of specialty care points of contact for nursing and medical care
- 3.5.5.3. Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff (e.g., SCAN ECHO and other telehealth education and conferencing)
- 3.5.6. Enhance VA & Community Interfaces in Caring for Veterans
  - 3.5.6.1. Develop a list of community points of contact
  - 3.5.6.2. Develop mutually agreeable interface systems with community facilities and providers
- 3.5.7. Improve Systems for Managing the Care of Patient Populations
  - 3.5.7.1. Enhance Management of Patients with Chronic Illness
  - 3.5.7.2. Identify patients with suboptimal chronic disease indices from VHA databases (registries)
  - 3.5.7.3. 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.
- 3.5.8. Enhance Health Promotion & Disease Prevention Focus in Care Delivery
  - 3.5.8.1. Identify patients with preventive care needs from VHA databases (registries)
  - 3.5.8.2. Develop & implement 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.
- 3.5.9. Enhance Management of High Risk Veterans: frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and severely injured/disabled, frail elderly.
- 3.5.10. Identify patients with preventive care needs from VHA databases (registries)
  - 3.5.10.1. 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.
  - 3.5.10.2. Improve Practice Design & Flow to Enhance Work Efficiency & Care Delivery:
    - 3.5.10.2.1. Maximize functioning of all team members through role and task clarification for work flow processes.
    - 3.5.10.2.2. Develop a plan to improve work flow process for visit or virtual care.
    - 3.5.10.2.3. Conduct daily teamlet huddles to focus on operational needs for that day
    - 3.5.10.2.4. Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.

**3.6. DIRECT PATIENT CARE:**

3.6.4. Contractor's CBOC 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	Personal and physical abuse
Depression and Postpartum Blues	Verbal/Psychological abuse
	Preconception Counseling
Evaluation and management of Breast Symptoms (Mass, Fibrocystic Breast Disease, Mastalgia, Nipple Discharge Mastitis, Galactorrhea, Mastodynia)	Assessment of abnormal cervical pathology

- 3.6.5. Contractor shall schedule initial or follow-up visits to primary care providers at the Contractor's CBOC site.
- 3.6.6. 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.
- 3.6.6.1. 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.
- 3.6.6.2. 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.
- 3.6.6.3. The Problem List shall be updated by the third visit and all subsequent visits, and include all significant diagnoses, procedures, drug allergies, and medications.
- 3.6.6.4. Contractor shall ensure within twelve (12) months of the last visit, the Veteran receives a visit which justifies any of the Vesting CPT Codes. Contractor will receive a roster of all enrolled Veterans at the start of the new contract.
- 3.6.6.5. Contractor shall schedule office, telephone and Telehealth 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.
- 3.6.6.6. Contractor shall ensure phone contacts with patients and primary care providers or their designee.

**3.6.7. INPATIENT CARE:**

- 3.6.7.1. Should elective inpatient care be deemed necessary by the Contractor, the Contractor shall contact the VAPHS Transfer Office at (412) 822-1078 for guidance.
- 3.6.7.2. Should emergency inpatient care be deemed necessary by the Contractor, the Contractor shall contact the VAPHS Transfer Office at (412) 822-1078 during normal working hours and the AOD at (412) 822-1078 after normal working hours 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.

### 3.6.8. AMBULANCE SERVICES:

- 3.6.8.1. 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:

Patient Transportation Office  
VA Pittsburgh Healthcare System  
University Drive C  
Room AE129 Ground Floor  
Pittsburgh, PA 15240

- 3.6.8.2. 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 Patient Transportation Office, Transportation Assistants at (412) 360-6783/3620. Once a decision has been made that the Veteran meets the above criteria, Contractor's physician shall complete a VAF 2105, *Request for Special Transportation*, a form provided by VAPHS which serves as authorization for ambulance service payment. The VAF 2105 must be signed by the physician and faxed to the Patient Transportation Office at (412) 360-6685 the same day the ambulance is requested. Contractor shall also notify the Transfer Office at (412) 822-1078 if a patient is transferred to a local hospital.

- 3.6.8.3. In non-emergent situations when the patient needs to be transferred to VAPHS, Contractor physician or his/her designee shall contact, during the administrative work week, contact the Transfer Office at (412) 822-1078 who will facilitate physician to physician contact with the ED. In addition, a brief electronic Progress Note should be entered immediately and electronically signed outlining the reason for the urgent referral to the EMERGENCY DEPARTMENT. The Progress Note should be completed in such time that the note is available for viewing by the EMERGENCY DEPARTMENT staff when the patient arrives for care. During regular business hours, Contractor shall contact the Travel Assistants at (412) 360-6783/3620, and the Patient Transportation Office will make arrangements for either in-house or contract transfer. Contractor's physician shall complete a VAF 2105, *Request for Transportation*, and fax to the Travel Assistants at (412) 360-6685. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at (412) 360-6162 who will forward the call to the EMERGENCY DEPARTMENT physician. After regular business hours, Contractor shall contact the AOD at (412) 360-6162 for travel arrangements.

### 3.6.9. LABORATORY SERVICES:

- 3.6.9.1. The Contractor is responsible for entering orders for laboratory tests into VISTA utilizing the CPRS. Information concerning the laboratory tests is available in CPRS under the Tools Menu.
- 3.6.9.2. The Contractor will send laboratory tests to the VA, except for those specified in this PWS.

- 3.6.9.3. The Contractor is responsible for any costs associated with transportation of specimens to the VA and for arranging such transportation in a proper secure method and ensuring that all courier service employees have completed VHA Privacy Awareness Training or equivalent.
- 3.6.9.4. The specimens shall be sent to the VA Core Laboratory twice daily, prior to Contractor's mid-day break and after the close of business of the workday.
- 3.6.9.5. 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.
- 3.6.9.6. 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. (**Attachment 1**: List of VA Laboratory Contacts, Specimen Collection Containers, and Waived Testing List.) Please note that specimen collection tubes, test panels and instructions are subject to change. The VA Pittsburgh Laboratory reserves the right to add/delete tests and/or test systems that may result in changes to the above. A list of orderable tests is available in CPRS and by contacting the VA Pittsburgh processing area. This information includes general instructions, tube color/specimen container selection, special collection instructions, etc.. Furthermore, the VA Pittsburgh Laboratory Information Manual is available on VAPHS SharePoint site. 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 second floor laboratory receiving area, Room 2NW101, at VAPHS, University Drive Division, Pittsburgh, PA, 15240. Instructions for specimen collection, specimen processing, shipping manifest, and packaging of specimens for transport are available by contacting the VA laboratory. The VA will not be responsible for the quality of laboratory test results obtained 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. The Pathology and Laboratory Program Laboratory Information Manual is available through CPRS/Tools/Lab Information (local) and will be available electronically at time of award. Questions regarding VA laboratory services shall be addressed to the VA Chief Medical Technologist. Contact information will be made available at time of contract award.
- 3.6.9.7. The cost of all lab work, with the exception of lab work sent to VAPHS or emergency lab work sent to another site which has been authorized by VAPHS Transfer Office, shall be borne by the Contractor.
- 3.6.9.8. If laboratory services to be provided under this resultant contract are not performed at Contractor's site, the Contractor shall be responsible for transporting laboratory samples 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 the Pathology and Laboratory Medicine ADPAC to create new test files prior to entering results.

3.6.10. The Contractor's CBOC shall provide POC Testing for the following conditions:

3.6.10.1. Mandated POC testing includes:

- 3.6.10.1.1. For conditions requiring chronic anticoagulation with warfarin, Contractor shall perform POC INR (International Normalized Ratio) testing to allow for real-time adjustment of warfarin dosing. VAPHS will provide the INR meter.
- 3.6.10.1.2. For patients with diabetes, Contractor shall perform Glycosylated Hemoglobin (HbA1C) testing. Several VA Mission Critical performance targets are based on HbA1C levels in diabetics, including yearly monitoring of HbA1C levels. VAPHS will provide the POC HbA1c machine.
- 3.6.10.1.3. For patients exhibiting appropriate symptoms, Contractor shall perform Stat glucose testing. VAPHS will provide the glucose meter.
- 3.6.10.1.4. For Women Veterans Health Clinic, Contractor shall perform urine dipstick, potassium hydroxide (KOH), Wet Prep, and vaginal PH testing. Contractor shall provide microscope(s) and microscope care and maintenance.

3.6.10.2. The laboratory tests designated as waived under the Clinical Laboratory Improvement Amendments of 1988 and all amendments (CLIA'88, et al.), 42 CFR 493.15(b) and 493.15(c). In the CLIA regulations, waived tests were defined as simple laboratory examinations and procedures that are cleared by the FDA for home use; employ methodologies that are so simple and accurate as to render the likelihood of erroneous results negligible; or pose no reasonable risk of harm to the patient if the test is performed incorrectly. In order to perform these tests, the Contractor must apply for and maintain a current VA CLIA Certificate. The application for the VA CLIA Certificate, obtained from the Chief Medical Technologist, is sent to the National Enforcement Office who issues the CLIA Certificate.

3.6.10.3. In addition, the Contractor must apply for and maintain a Pennsylvania State Department of Health Level II Clinical Laboratory Permit. In the performance of these tests, the Contractor must comply with the terms and requirements of the Ancillary Testing Policy, PE-002. The Ancillary Testing Policy is available electronically or by hardcopy.

3.6.10.4. All waived testing at the Contractor's site will be under the oversight of VAPHS Ancillary Testing Program. The Contractor is required to use the same test systems/instruments; quality control and reagent lot numbers used for waived testing performed at VAPHS. Documents will be available electronically at time of award. VAPHS will provide the test systems/instruments and reagents for CBOC waived testing with the exception of fecal occult blood testing cards and developer, as well as immune fecal occult blood testing collection devices. The Contractor must contact VAPHS Ancillary Testing staff prior to purchasing fecal occult blood test kits to ensure consistency of methodology/ manufacturer. If VAPHS changes fecal occult blood testing methodology/ manufacturer, the Contractor must comply with the change to maintain the same standard of care. All of these test systems/instruments are from manufacturers that have received 510(K) clearance from the FDA.

3.6.10.5. When VAPHS Ancillary Testing Program upgrades or adds waived test systems/instruments, VAPHS will furnish the Contractor with the new test systems/instruments to maintain the same standard of care. It is the Contractor's responsibility to maintain the test systems/instruments in proper working order. The

Ancillary Testing staff will arrange for repair/maintenance in the event of system/instrument failure. If required, the Contractor will provide a courier to transport instruments and/or reagents to the CBOC or the VA Ancillary Testing staff for linearity/correlation studies and minor repairs. The contractor will be responsible for purchasing the appropriate CAP proficiency testing surveys, after consulting with VA Pittsburgh Pathology to review the order for appropriateness of testing covered and completeness. The Contractor must comply with the Pathology and Laboratory Medicine, College of American Pathologists (CAP) and JC requirements/regulations for testing proficiency materials and submitting results.

- 3.6.10.6. Contractor must adhere to VAPHS, CAP, Joint Commission, or equivalent accrediting body, and CLIA'88 standards/requirements when performing waived laboratory tests. The results of all waived testing must be entered into the medical record through the laboratory software package in VISTA or CPRS template notes. The Contractor must take immediate action on any critical waived test result and immediately inform VAPHS, document the action taken through CPRS. VAPHS will provide test procedures and training materials, initial training, and annual competency assessment or a designated trainer will be assigned. The Ancillary Testing staff will make periodic visits to the Contractor's site and monitor the quality control and test results to ensure accuracy and, consistency, and adherences to VAPHS policies and requirements. When necessary, the Contractor must send quality control records and test results to the Ancillary Testing staff for the purpose of troubleshooting test system/instrument malfunction. The Contractor must address all questions concerning waived point of care testing to the Ancillary Testing staff at. Contact information will be made available at time of contract award.
- 3.6.10.7. The contractor shall provide a report of laboratory operations at time of inspections and the findings, if applicable, that affected the certification status. The contractor is expected to have initiated or completed corrective actions needed to reestablish certification within 60 day period
- 3.6.10.8. All labs, with the exception on site Hemocult testing, shall be analyzed by the Pittsburgh VA Medical Center. Contractor shall be responsible for collection and handling of lab specimens in accordance with the instructions in the "Laboratory Testing Information Manual", which will be provided by the VA after contract award. The contractor shall be responsible for ordering and maintaining adequate supply levels to provide services outlined in the "Laboratory Testing Information Manual." The contractor shall be responsible for monitoring expiration dates of supplies.
- 3.6.10.9. Current instructions can be found in FILE 60 in VISTA which includes lab processing instructions for both routine and non-routine tests. The Contractor shall process and ship specimens to the Pittsburgh VA Medical Center in accordance with VA Laboratory instruction to ensure integrity of the specimen are maintained. All supplies required for specimen collection, storage and packaging shall be borne by the Contractor and approved by the Pittsburgh VA Medical Center prior to utilization.
- 3.6.10.10. If PT/INR testing is to be done on point of care instrumentation, the testing instrumentation must be approved by the Pittsburgh VA and all applicable CLIA/VA rules and regulations apply.
- 3.6.10.11. Contractor shall label laboratory refrigerator for "Laboratory Specimens Only" and shall monitor the temperature daily.

**3.6.11. RADIOLOGY SERVICES:**

- 3.6.11.1. The Contractor is responsible for entering requests for Radiology procedures into VISTA utilizing CPRS. X-rays shall be performed by the Contractor on site at the CBOC, using Contractor provided radiology equipment approved by VAPHS Radiation Safety Officer (RSO), and will be interpreted by VAPHS Certified Radiologists. All radiographic images will be sent by Computerized Radiography (CR) Reader, supplied by VAPHS, to VISTA Imaging and the Philips Picture Archiving and Communications System (PACS) via a Digital Image and Communication in Medicine (DICOM) (3.0) send.
- 3.6.11.2. All images shall be stored in VISTA Imaging and which is considered part of the patient's electronic record. These images shall be a result of direct digital (DR) or computed radiography (CR) acquisition and cannot be from a DICOM film digitizer.
- 3.6.11.3. These images shall be case edited by the technologists, and sent to VISTA Imaging/Stentor PACS within two (2) hours of completion. All images shall be stored within VISTA Imaging and become part of the patient's electronic record. All x-ray requests that are STAT, urgent, or from the Emergency Department shall be interpreted within forty five (45) minutes after completion of the exam.
- 3.6.11.4. All X-rays performed at the contractor's facility will be stored on the contractors PACS system and sent to VAPHS radiology department for uploading in to the PACS /VISTA imaging system.
- 3.6.11.5. All x-rays performed on site will be interpreted by Radiologists at VAPHS, University Drive Division, within one (1) working day of receipt. X-ray interpretation reports will be available in VA's VISTA/CPRS computer system within two (2) working days of receipt.
- 3.6.11.6. X-rays performed at VA or at CBOC site can be viewed by the Contractor through VISTA Imaging and the Philips PACS.
- 3.6.11.7. Contractor is responsible for all daily/weekly quality assurance of imaging equipment as determined by the manufacturer and for repairs and maintenance of that equipment.
- 3.6.11.8. The VAPHS Radiology Program may be contacted at (412) 360-3276.
- 3.6.11.9. X-rays must meet the same appropriateness criteria expected of documentation and clinical records.
- 3.6.11.10. Patient anatomical positioning must provide optimal imaging and shall be of the highest quality control standards based on Merrill's Atlas of Radiographic Positions and Radiologic Procedures. Protocols are identified in Radiology Program Memo 132X-20, Routine Fluoroscopic and Radiographic Procedures, which is available by contacting the Business Manager, Radiology at (412) 360-3276.

**3.6.12. LAB AND X-RAY RESULTS:**

- 3.6.12.1. [VHA Directive 2009-019, "Ordering and Reporting Test Results,"](#) dated 3/24/09, mandates that all test results, even normal results, be reported to the patient within 14 days of when the results become available.
- 3.6.12.2. The Contractor shall provide VAPHS with the name, pager and telephone numbers of a LIP (Licensed Independent Practitioner – title assigned through Credentialing once approved) (physician, nurse practitioner, or physician assistant) at the CBOC to accept critical laboratory results discovered on tests done by the VA.

For critical laboratory results, the LIP must respond back to the Core Laboratory within twenty (20) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results.

- 3.6.12.3. VAPHS will not be responsible for the failure of the Contractor to receive critically abnormal test results. For critical laboratory and x-ray results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. Critical results must be reported to the clinician by the radiologist by telephone. Documentation of this notification, "who, when" must appear in the radiology report.
- 3.6.12.4. For critical results that do not pose an imminent danger to the patient, the Contractor shall notify the patient within twenty-four (24) hours of receipt of the results and provide follow-up treatment within the scope of the contract.
- 3.6.12.5. Documentation of actions taken regarding critical laboratory results and serious radiology results must be made by the Contractor in an electronic Progress Note.

3.6.13. **ELECTROCARDIOGRAM SERVICES:** The contractor must utilize MUSE-compatible EKGs which are interfaced with VistA Imaging. Acceptable system must have the following:

- **ECG Interpretation** – Adult analysis to include vectorcardiography
- **15 lead analysis**
- **ECG analysis frequency** – 500 samples/second (SPS)
- **ECG Storage** – 150 typical or more, 200 ECGs or more on removable media
- **Digital sampling rate:** 4000 samples/second/channel or higher
- **Disconnected lead detection**
- **Display:** 640x480 pixels or higher
- **Display Data:** heart rate, patient name, clock, waveforms, lead labels, speed, gain and filter settings, warning messages.
- **Paper type:** thermal, z-fold or fan-fold, perforated
- **Paper size:** 214.63mm x 280mm and 210 mm x 297mm
- **Power:** AC power or batter. Battery must be use replaceable, 18V rechargeable NiMH, 6 hour continuous display
- **Wired/wireless:** Capability to function in a wired and wireless environment.
- **Suggested EKG Machine** (pending upgrades in technology): GE 5500

The contractor shall bear the cost for this equipment. EKGs are done by the CBOC and documentation will be transmitted electronically from the EKG machine directly into the MUSE VistA Imaging. When MUSE -compatible system is not available EKGs will be confirmed, interpreted and documented by the CBOC licensed provider. The report will be scanned directly into VistA Imaging by the CBOC. The EKGs will be confirmed and/or read by CBOC providers.

3.6.14. **PHARMACY SERVICES:**

- 3.6.14.1. Contractor shall be responsible for prescribing medications as needed. Prior to prescribing any medications, the Contractor shall review medication profiles in CPRS for duplicate therapy, drug-disease complications, drug-drug, drug-food, drug-lab interferences, appropriateness of dose, frequency and route of administration, drug allergy, clinical abuse/misuse, and documentation of medications obtained outside of the VA in CPRS "Non-VA" medications list, including over-the-counter and herbal agents and known allergies.
- 3.6.14.2. Routine prescriptions will be dispensed by at the VA and mailed to the veteran. The Contractor is required to enter all prescription orders using the CPRS outpatient medication order entry option. The Contractor must include complete directions for the prescription ("PRN" alone is not acceptable), the indication for the medication use (whenever possible), and the appropriate quantity and subsequent refills for the medication.

- 3.6.14.3. Medication orders for controlled substance (Schedule II-V) prescriptions must be entered into CPRS (as per local policy) using a valid PIV card and the VA-CPRS Electronic Controlled Substance Prescribing software. Controlled substance prescriptions may only be written (on an authorized VA Form 10-2547F or other State or Federally approved controlled substance order form) as part of the electronic prescribing process contingency plans for system down times as approved by the parent facility Pharmacy Manager or designee. The VA will dispense controlled substances in accordance with Federal Law CFR Title 21 1300-end. The electronic prescribing of controlled substances utilized by the contractor will comply with all VA/DEA computerized prescribing requirements, including maintaining their own DEA number.
- 3.6.14.4. The Contractor is required to utilize the VAPHS drug formulary. The formulary is available electronically in CPRS on the tools bar under Physician/Medical Internet Resources then VAPHS Pharmacy. Non-formulary drugs are also marked "NF" in the CPRS drug file. Changes to the formulary effecting prescribing will be sent to the Contractor electronically. Non-formulary medications can be obtained with appropriate clinical justification by utilization of the electronic non-formulary medication order form in CPRS. The Contractor is required to follow national and local VA guidelines for the use of non-formulary or restricted medications, and to support evidence based pharmacy cost savings initiatives undertaken by the VAPHS. These guidelines can be accessed in CPRS through the Tools menu, Web links, Pharmacy Benefits Management website or directly through the PBM website at <http://www.pbm.va.gov/default.aspx>. The Contractor is required to adhere to the local VA Dual Care Policy.
- 3.6.14.5. Prescriptions will be entered electronically in CPRS for transmission to the VAPHS Pharmacy for processing and mailing.
- 3.6.14.6. The VAPHS Pharmacy will work closely with the Contractor 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 following practice shall be followed:
- 3.6.14.6.1. Provider may write a prescription (based on a limited formulary of emergent items, see **Attachment 2: VAPHS CBOC Emergent Drug Formulary**) 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 VAPHS Pharmacy. The provider must enter an order for the drug in CPRS as documentation that the medication was filled locally. (Medications determined by the provider to be emergent but NOT on the emergent formulary list must be pre-approved by VAPHS pharmacy service prior to being filled at the local contracted pharmacy vendor. Authorization must occur BEFORE sending the patient to the local pharmacy to ensure the prescription will be filled. To gain said authorization, Contractor must contact the Outpatient Pharmacy Supervisors at (412) 360- 6304 or (412) 360-6119 PRIOR to sending the patient to the local pharmacy.
- VAPHS CBOC EMERGENT DRUG FORMULARY should NOT be used to bridge refills for the patient (i.e. used to give partials until refills are processed).
- 3.6.14.7. 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 JC 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 monthly inspection, inventory as required by VA Pharmacy, proper storage (secure

and locked location), and meet all VA policy and TJC standards for medication management. A copy of the monthly inspection should be provided to VA Pharmacy Chief or designee by no later than the last day of the month. (**Attachment 3: Medication Inspection Form**)

3.6.14.8. 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 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 VAPHS immediately to determine the appropriate disposition for the refrigerated medications. Vaccines furnished to the Contractor by VAPHS are only to be used for VA patients.

3.6.14.8.1. Upon dispensing or administration of vaccines to a patient, the Contractor shall enter in the electronic medical record the order and an associated progress note documenting the medication administration, including the date, vaccine name, dose, lot number, expiration date and site of administration. When nearing depletion, the supply of vaccines provided to the Contractor will be replenished by the VA pharmacy VISAT auto replenishment process ("on-demand process"). Influenza, pneumococcal, tetanus/diphtheria toxoid, with and without pertussis (TD/TDaP), Herpes zoster, human papilloma virus, PPD and other common vaccines as indicated via Common Practice Guidelines 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.

3.6.14.9. 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).

3.6.14.10. The Contractor shall be responsible for providing all necessary information for each provider with prescriptive authority to VA Pharmacy to include documentation that includes the prescribers name, state license information, DEA number (as applicable), address, and phone number.

3.6.14.11. New drug orders: The contractor will ensure that at least 95% of all new drug order requests follow all VA Pittsburgh 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.

3.6.15. The Contractor shall provide counseling to patients, family or caregivers in accordance with State and Federal laws and VHA requirements, /family, including, but not limited to:

3.6.15.1. 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). (Verbal and/or written instruction). 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

3.6.15.2. Instructions of VA refill process (VA patient handout).

- 3.6.15.3. 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.
- 3.6.15.4. Instructions on VHA Directive 2007-016 "Coordinated Care Policy for Traveling Veterans".
- 3.6.15.5. Instructions on VHA Directive 2009-038 "VHA National Dual Care Policy".
- 3.6.16. Reports of ADEs will be documented in the patients' medical record (under the Allergy/Adverse Drug Reaction tracking option in CPRS) and the specifics of the event must be forwarded to VA Pharmacy as they occur via phone (412) 360-3400 or (412) 360-6119.
- 3.6.17. 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 VAPHS Chief Pharmacy service on a routine basis (as determined by the VAPHS Chief, Pharmacy Service).
- 3.6.18. Customer complaints regarding pharmacy services must be addressed by the VA pharmacy service. If the Contractor cannot resolve a medication related issue; the Contractor shall contact the VA pharmacy service to assist in resolution. Reports of such complaints must be recorded and forwarded to VAPHS Chief, Pharmacy Service on a routine basis.
- 3.6.19. The Contractor must work in collaboration with VAPHS 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. Contractor requirements will be identified by VAPHS governing bodies and VAPHS Pharmacy.
- 3.6.20. In accordance with TJC regulations, the Contractor shall provide the patient with or confirm the patient has an accurate, reconciled list of medications to include medications that the patient is receiving from VAPHS, medications that she/he takes from non-VA providers and any OTC, herbal or alternative medications that the patient reports taking. The provider will perform and document medication reconciliation at each patient visit that includes a prescribing opportunity. The provider will perform medication reconciliation and document medication reconciliation in a manner that includes the following required elements: 1) documentation must indicate that medication reconciliation was completed 2) documentation must indicate that medication discrepancies were resolved 3) documentation must indicate that the discrepancy resolutions were explained to the patient 4) documentation must indicate the patient verbalized understanding 5) documentation must indicate that the patient was provided or confirmed to have an accurate medication list. The Contractor shall meet all requirements of VHA Directive 2011-012 "Medication Reconciliation" (or subsequent revisions thereto) as well as VAPHS local policy related to medication reconciliation. The Contractor shall also provide monthly monitors/QA to the COR, pharmacy or compliance with Medication Reconciliation per Medical Center Memorandum which can be obtained from the Chief, Pharmacy at 412-360-6119.
  - 3.6.20.1. The Contractor 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 Contractor will provide Quarterly and annual anticoagulation quality assurance summaries as outlined by Drug Utilization Committee format. For questions, please contact, POC, VA Anticoagulation Coordinator at 412-822-1938.
- 3.6.21. **CLINICAL PHARMACY SERVICES**
  - 3.6.21.1. The provision for clinical pharmacy services and expertise of a CPS should be available to all patients managed by the contractor. This service will be provided through the contractor.

- 3.6.21.1.1. The support services should be consistent for each CBOC scheduled clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling.
- 3.6.21.2. 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.
- 3.6.21.3. 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.
- 3.6.21.4. 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).
- 3.6.21.5. 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.
- 3.6.21.6. As appropriate, telephone clinic shall contain appropriate stop codes as well to ensure workload for clinical pharmacy services (160 in the secondary position).
- 3.6.21.7. 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:
  - 3.6.21.7.1. 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);
  - 3.6.21.7.2. 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;
  - 3.6.21.7.3. Virtual Care modality visits such as veteran requests through secure messaging, telephone-based care, CVT, HT; SMA; and DIGMAs
- 3.6.21.8. Telepharmacy: The Contractor shall provide space for clinical pharmacy Telehealth services at the CBOC location as appropriate. Clinical Pharmacy services may be provided by the VA pharmacy or through the contractor depending on the location and in some instances may be provided via Telehealth capabilities.
- 3.6.21.9. In the event telepharmacy services are provided by VA (for anticoagulation or PACT), 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).



- 3.6.21.10. The VA will maintain the VA-provided Telehealth equipment. VA will also provide the networking capability to support the Telehealth equipment. The Contractor will facilitate use of the equipment for the veterans.
- 3.6.21.11. Contractor shall provide clerical support, including scheduling, and ancillary support for VA telepharmacy services as appropriate. The support services should be consistent for each CBOC scheduled clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling.

**3.6.22. DIETITIAN SERVICES:**

- 3.6.22.1. Contractor shall provide the services of a registered or registration eligible dietitian during normal working hours. Availability of the dietitian shall be based on the need of the clinic. Services will stress diet education including modified diet education as well as sound nutrition practices. The contractor shall be expected to tie in recurring dietitian follow-up visits and maintain written diet education information. The contractor shall have the option of providing group or individual counseling as needed and based on referral volumes. The contractor shall be expected to monitor and track patient care outcomes as a result of dietitian intervention for qa/cqi. The dietitian services shall be based upon guidelines provided to the contractor by the parent facility. Any deviation from these guidelines shall receive prior approval from the parent facility.
- 3.6.22.2. The dietitian shall provide support to the managing overweight/obesity for veteran's everyway (move) program. Support includes assisting with enrollment, providing individual and group visits for move locally, entering the move 23 questionnaire data from the patients into the national database and then into the patients electronic note created by the dietitian, programming and educating patients on the use of pedometers, assisting patients to set up goals for nutrition and physical activity, providing one on one counseling for nutrition and running local group classes for nutrition based upon the move group modules and move intranet website ([va.www.move.med.va.gov](http://va.www.move.med.va.gov) or [www.move.va.gov](http://www.move.va.gov))
- 3.6.22.3. Contractor shall have available a digital scale that can weigh patients to at least 800 pounds.

**3.6.23. MENTAL HEALTH:**

- 3.6.23.1. The Contractor shall consider extended clinic hours: Off-tour hours such as 8:30am-7:30pm Monday through Friday.
- 3.6.23.2. Contractor shall provide the services of a Licensed Clinical Social Worker(s) (LCSW) to provide psychosocial support and supportive counseling to Veterans on site at the Primary Care CBOC in **Beaver** County.
- 3.6.23.3. VAPHS will provide the services of a Mental Health Provider.
- 3.6.23.3.1. Contractor shall provide a private office, no smaller than 80 square feet, and appropriate office furniture for a VAPHS mental health provider who will work out of the CBOC. Contractor shall provide administrative support for scheduling and answering and forwarding calls. Contractor shall provide a phone, office furniture, basic administrative office supplies, and use of the CBOC's shared office machines. VAPHS will provide a computer work station for this provider.
- 3.6.23.4. The provision of MH services shall comply with The Joint Commission requirements and CARF standards pertaining to patient treatment, VAMC quality

assurance requirements which include the analyses of care at CBOCs and credentialing and privileging of licensed independent and dependent providers. Non-compliance of with these requirements may result in the revocation of clinical privileges by the VA.

- 3.6.23.5. The Mental Health contract staff shall provide consultative advice to the 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. Services to be provide include screening and prevention for mental disorders, psychopharmacology, referral for inpatient or residential care, direct care, social work, case management, group therapy, individual therapy, medication management, outreach and telemental health or arrange and manage for consultation for special emphasis and/or complex problems (such as PTSD evidence based psychotherapy, psychological testing, military sexual trauma, or treatment of more complex diagnoses). The Mental Health staff 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.
- 3.6.23.6. The Contractor shall provide qualified individuals, who have the skills to assess, diagnose and treat mental illness and perform crisis intervention for acutely ill patients. The Contractor shall provide treatment for the less severe mental disorders within the context of the primary care contract. In the Primary Care context, the care provided by the mental health staff is primarily meant to be case management, assessment and brief treatment, for common mental conditions that can be managed in primary care (examples include uncomplicated depression, anxiety and at-risk substance use.)
- 3.6.23.7. The mental staff will assist the Primary Care Provider or team when a need for supportive treatment, case management or referral to community or VA resources is indicated.
- 3.6.23.8. Duties of all mental health staff include, but are not limited to, marshalling VA or local community resources to assist the veteran patient in meeting activities of daily living, arranging for temporary or long term residential care and/or inpatient skilled nursing care, referral to hospice services, performing in an assistive or advocacy role regarding accessing benefit programs for which the patient may be eligible, and completing assessments and providing appropriate intervention for patients suspected of being victims of neglect or abuse.
- 3.6.23.9. The mental health staff will also identify situations where supportive group therapy may be beneficial to veterans and their families. Groups should be time limited (10-12 sessions) and goal directed. Mental health treatments should be consistent with current evidence based practice of mental health in the VA.
- 3.6.23.10. If at any time a patient needs more intense services than those provided on site at the inpatient care, the mental health staff member should take steps to arrange transfer to VA; or if more urgent care is needed, to the nearest emergency room. The CBOC will follow established Medical Center policy when a positive Mental Health Screen or positive Suicide Screen is obtained. Safety plans are to be created and completed with patient input for all Veterans assigned a Suicide Behavior Flag. Veterans shall be provided with a copy of the safety plan.
- 3.6.23.11. During normal business hours, transfer to VA can be arranged by calling the VAPHS Transfer Office at 412-822-1078. If immediate consultation with a psychiatrist is needed, the staff can also call this number and request assistance. Patients with health-related questions may also be directed to call the Nurse Helpline at 1-866-482- 7488 and follow the menu options.

3.6.23.12. VA Behavioral Health also maintains a walk-in service. Patients shall be given specific directions to the location; the contractor shall call the location on the VAPHS Oakland Campus and alert the personnel to expect the walk-in. The patient shall be advised that they will be seen in the Initial Evaluation clinic the same day. The Contractor shall follow up to document that patient successfully arrived or did not arrive at the location and document the file accordingly. If the patient did not arrive, the Contractor shall make phone contact with the patient to determine if the patient requires further direction or assistance.

3.6.23.13. Documentation will be complete, timely and reported in compliance with VA policies. The Progress Note must reflect the time spent with the patient and the diagnosis. Staff will also comply with all VA policies and performance measures. These include but are not limited to: Operation Enduring Freedom (OEF)/Operation Iraqi Freedom (OIF)/Operation New Dawn (OND) psycho-therapy measure, 7 Day Follow up after Mental Health Hospitalization, 24/14 Mental Health Initiatives, 14 Day evaluation and follow-up, AIMS Testing/Medication Education, clinical pathway requirements, and other measures that are determined and issued annually as part of VHA clinical standards. All patient encounters shall be documented using the VA's CPRS electronic medical record system. Mental health encounters are being completed within 5 days and progress notes are to be completed and signed/co-signed in 7 days. The staff must participate in Secure Messaging and comply with all VHA standards regarding the timeliness of responding to secure messages.

3.6.23.14. Estimated Veteran Workload: It is estimated that 30% of enrolled veterans will require Mental Health services. Mental disorders are defined as those disorders listed in the Diagnostic and Statistical Manual of Mental Disorders (5th edition).

### 3.6.23.15. Telepsychiatry

3.6.23.15.1 The Contractor shall provide space for telepsychiatry equipment to be placed within the facility by the VAPHS. The space requirements for telepsychiatry are outlined in the Space Requirement section of this contract. VAPHS will provide each CBOC with a telepsychiatry emergency cell phone for use **solely** for the telepsychiatry program. The Contractor must ensure that the cell phones are monitored and answered from 7:30 AM until close of business each business day. The cell phones must be carried by a CBOC staff member who:

- (1) Can answer the cell phone within three rings
- (2) Understands the telepsychiatry program
- (3) Can immediately troubleshoot scheduling or technical problems
- (4) Understands and has rehearsed the on-site Emergency Protocol
- (5) Knows where the on-site mental health provider (Social Worker and/or Psychologist) is and can get him/her in case of a mental health emergency

3.6.23.15.2 The VA will maintain the VA-provided telepsychiatry equipment. VAPHS will also provide the networking capability to support the telepsychiatry equipment. The Contractor's LSW will facilitate use of the equipment for the Veterans.

Contractor will provide clerical support, including scheduling, for VAPHS telepsychiatry (Psychiatry MD, DO, CRNP and Psychologist). If the VAPHS identifies that it believes negligence was involved with any damaged or lost telepsychiatry equipment, it will present its case to the Contractor for potential replacement. If the Contractor disagrees, the issue will be referred to the

VAPHS Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the Contracting Officer is binding.

### 3.6.24. **PODIATRY SERVICES**

3.6.24.1. Podiatry services will be provided on site and will focus on wellness of the foot and ankle, prevention of podiatric disease, screening for disease precursors and timely interventions and the management of existing conditions. Management includes: The diagnosis, medical, and mechanical treatment of ailments and deformities of the human foot and ankle. Surgical and more specialized podiatric cases shall be referred to the VAPHS.

3.6.24.2. Podiatry services shall be available to meet the demand of podiatry patients and shall also meet the most current access performance measures.

3.6.24.3. All clinical podiatry supplies and instruments, to include reusable medical equipment (RME) (e.g., nippers, rasps, files, knives, spatulas, scissors, mosquitos, anvils, elevators, etc.), will be provided by the Contractor. The Contractor will provide a storage cabinet to securely store sterilized RME at the CBOCs. The cabinet must have drawers/shelves and lockable doors to store and protect the sterile RME. These cabinets must be placed in a temperature and humidity controlled room/area. Contaminated instruments must never be placed in or near this cabinet and must be removed from the procedure room immediately after use via a closed container with a biohazard sticker on it to a soiled holding room. The Contractor will be responsible for maintaining the RME and will replace any RME that is damaged or lost.

3.6.24.3.1. Prior to purchase, all RME instruments must be approved by the VAPHS Clinical Product Review Committee (CPRC). It is required that CBOCs purchase "surgical stainless steel grade" podiatry instruments. It is recommended that CBOC purchase supplies from Miltex.

3.6.24.4. The CBOCs do not possess the required sterilization equipment and facilities necessary to comply with RME policy. Therefore, the VAPHS Sterile Processing Services (SPS) will sterilize all clinical podiatry RME used by the CBOCs. The CBOCs and VAPHS will coordinate the daily exchange of contaminated RME with sterilized RME. The VAPHS Sterile Processing Supervisor can be reached at (412) 360-3730. The Contractor will be responsible for transporting RME to and from the VAPHS. All transportation and handling of the RME will be at the Contractor's expense. It is required that the CBOCs use disposable burs. CBOC personnel handling or supervising the exchange of RME must complete an Initial and Annual Competency Assessment Checklist to document understanding of the process for set-up, use, reprocessing, maintenance, and transportation of RME.

#### 3.6.24.5. **Services to be provided by VAPHS:**

3.6.24.5.1. Cleaning and sterilization of RME instruments

#### 3.6.24.6. **Equipment/services to be supplied by each CBOC:**

3.6.24.6.1. Repair/replacement of any unserviceable equipment, damaged or worn due to normal wear and tear

3.6.24.6.2. Sufficient RME to conduct daily exchange with VAPHS Sterile Processing

3.6.24.6.3. Bins and tote for transporting both contaminated and sterilized RME

3.6.24.6.4. Sterile Processing Cabinet, lockable and located away from sinks

3.6.24.6.5. Clean storage room that temperature and humidity monitored

3.6.24.6.6. Soiled room that is under negative pressure

3.6.24.6.7. Personal Protective Equipment (PPE) for personnel handling and using RME

3.6.24.6.8. Disposable Burs

3.6.24.6.9. Initial cleaning of contaminated RME to remove any visible soil

3.6.24.6.10. Small biohazard bags (sealable baggie style) for storage of contaminated RME

- 3.6.24.6.11. Container with biohazard sticker to transport soiled RME to cooler in soiled room.
- 3.6.24.6.12. Rotation of RME on a first-in, first-out basis to ensure consistent use/rotation of equipment
- 3.6.24.6.13. Inventory of RME to be exchanged daily with the VAPHS SPS
- 3.6.24.6.14. Transportation of RME to and from the VAPHS SPS

3.6.25. **TELEHEALTH SERVICES:** Telehealth brings specialty care, services and convenience to patients when distance and time separate him/her from VA Specialists, clinicians, staff or services. Each CBOC location shall have CVT and/or store and forward (i.e., capture of digital data (photo, audio, video, etc.) for transmission to remote site for clinical review) capabilities and modalities.

3.6.25.1. Several Telehealth medical specialty initiatives (e.g., teleretinal, teledermatology, telesurgery, etc.) are either in service or being planned for in the near future. The Contractor will be prepared to implement these services upon direction by the VAPHS. Contractor shall incorporate Telehealth Strategic Plan guidance for CBOC as found in the following link.

<http://vaww.telehealth.va.gov/about/index.asp>

3.6.25.2. Telehealth involves the delivery of clinical care in situations in which patient and provider are separated by geographic distance. 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.

3.6.25.3. Links to VA Telehealth resources that detail clinical, technology and business associated processes. These are provided for information and to guide the contractor in configuring the Telehealth services that VA requires. The contractor cannot assume that all clinical, technology, business, regulatory and legal aspects of Telehealth that apply to VA and VA practitioners will automatically apply to a third party contracting for Telehealth-related services with VA. It is the responsibility of the contractor to ensure that all services provided by a third party to VA using Telehealth meet all such requirements.

**3.6.25.4. At no additional cost, the contractor is expected to provide Telehealth access to Veterans who are not assigned for care at the CBOC.**

3.6.25.5. VA will provide, install, update and maintain all video teleconferencing and/or digital imaging equipment, accessories, peripherals and/or associated software necessary to facilitate the Telehealth processes and/or interfaces with VA or VA's clinical record system(s).

3.6.25.6. All Telehealth data and/or activities occurring at the patient or originating site (OS) shall be transmitted to the provider at a distant site (DS) via the broadband IT connection(s) established between the CBOC site and the VA Medical Center as detailed elsewhere herein.

3.6.25.7. VA specialists, clinicians and/or other VA authorized staff at provider or distant sites (DS) will receive the data and provide direct care, consultation and/or treatment recommendations and/or services based on clinical findings, indications and/or established protocols specific to the type of Telehealth modality being utilized at the originating site (OS).

3.6.25.8. Contractor and staff engaging in Telehealth activities under this Contract shall champion and facilitate Telehealth as an adjunctive, complimentary and/or alternative care/service delivery model.

3.6.25.9. Contractor shall designate at least four examination rooms (no smaller than

144 square feet) committed to telehealth services. Other exam rooms should be made available, as needed, for examinations using mobile telehealth equipment.

- 3.6.25.9.1. Specific responsibilities include:
- 1) Staff and patient education
  - 2) Scheduling
  - 3) Site and equipment facilitation
  - 4) Rooming of patients
  - 5) Properly documenting workload
  - 6) Imaging and transmission of telehealth data
  - 7) Assist with performance of virtual physical exam by CVT
  - 8) Accomplishment of assigned performance measures
  - 9) Liaison with VAPHS staff
  - 10) Performing vital signs (if required)

3.6.25.10. **Teleretinal:** The Contractor shall provide teleretinal imaging services 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 TX- 183, "Teleretinal Imaging Program," dated 1/19/10 (or subsequent revisions thereto). Upon request, a copy of this memorandum will be provided under separate

correspondence. This service must be performed to meet or exceed the standards and conforming to policies and regulations of the Pittsburgh VAMC. TeleRetinal cameras will need to be in a separate room from the CVT equipment. Room size will need to be large enough to fit the camera and computer. Patients will need to have ample amount of space to move with or without a wheelchair and be placed directly in front of the camera. The contractor's 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.

Competency - Teleretinal 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 VAPHS. The Teleretinal Imager will be expected to successfully complete training programs required for certification as a Teleretinal Imager including VHA required training and any VHA training mandated for Teleretinal Imagers. Teleretinal Imagers will be responsible for maintaining imager certification. Teleretinal Imagers will be expected to demonstrate competency on the function and use of the digital retinal imaging system. VAPHS will provide additional training to Teleretinal Imager and document competency.

Equipment - VAPHS will provide the necessary teleretinal 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. If VAPHS identifies that it believes negligence was involved with any damaged or lost teleretinal equipment, it will present its case to Contractor for potential replacement. If Contractor disagrees, the issue will be referred to the VAPHS Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the Contracting Officer is binding.

Services - The Contractor's teleretinal service will include but are not limited to: coordinating teleretinal clinic set up, scheduling, coordination of consult

loading into local CPRS account, consult management, provision of data on request, attendance on VAPHS or Network Teleretinal Imaging Team calls, maintaining records required for quality control processes, and participating in performance improvement activities. The Contractor will be responsible for transmitting teleretinal images and all other supporting data to the assigned VAPHS 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.

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.

**3.6.25.11. Teledermatology:** The Contractor shall be prepared to provide medical specialty consultative services in Dermatology. VAPHS 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. If VAPHS identifies that it believes negligence was involved with any damaged or lost teledermatology equipment, it will present its case to Contractor for potential replacement. If Contractor disagrees, the issue will be referred to the VAPHS Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the Contracting Officer is binding. The Contractor will be required to:

- 3.6.25.11.1. Identify a TCT to complete online teledermatology training through the Pittsburgh VA Medical Center and compile documents necessary to modify scope of practice and collaborative practice agreements
- 3.6.25.11.2. Utilize the trained TCT to measure and photograph (using VAPHS provided rulers and a telederm camera) potential dermatologic concerns
- 3.6.25.11.3. Using VAPHS provided Vista Imaging software, utilize the trained provider or other staff member to transfer images from the telederm camera to an existing computer workstation at the CBOC, then transmit the images to the VAPHS Dermatology Department for consultative analysis
- 3.6.25.11.4. PCP will initiate treatment, as directed by the VAPHS Dermatology Department.
- 3.6.25.11.5. Provide for storage of one telederm camera (and associated supplies) and the ability to move the camera to various exam rooms to take photos of potential dermatologic concerns.
- 3.6.25.11.6. Provide user-level cleaning supplies and clean camera, as needed, and request maintenance/repair, beyond user-level, from VA Biomedical Repair.



3.6.26. **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 is to be conducted in appropriate clinical settings by CBOC providers with an appropriate level of clinical training; screenings are not to be conducted by clerks or health technicians. Results of screening shall be 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 Pittsburgh VA Medical Center at (412) 360-1040 and asking for the Military Sexual Trauma Coordinator.

**3.7. SPECIALTY CONSULTATIONS, DIAGNOSTIC TESTING, AND CARE PROVIDED AT VA AND SITES OTHER THAN THE CONTRACTORSITECONTRACTORSITE:**

3.7.4. More specialized evaluations and treatments beyond the purview of a primary care provider can be provided at no cost to the Contractor through VAPHS.

3.7.5. Non-emergent specialty consultations and diagnostic tests not performed at the CBOC will be performed at VAPHS. The charges incurred from non-emergent specialty evaluations, diagnostic testing, and care provided at sites other than VAPHS will be the responsibility of the Contractor, unless prior authorization is obtained from the Network Authorization Office (NAO) 1-800-396-7929. A request for Authorization for Outpatient Fee Basis Services is requested by the ordering Provider by completing the appropriate Non-VA Care consult in CPRS. 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.

3.7.5.1. 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

**3.7.6. WOMEN VETERANS HEALTH CARE**

3.7.6.1. The CBOC Providers will follow established VAPHS guidelines for Non-VA Care Mammography.

3.7.6.2. Providers must ensure that any tests done outside of the CBOC are reviewed, check that documentation of results are sent to patient, and ensure that follow-up is ordered and completed.

3.7.6.3. Comprehensive primary care for women veterans is defined as the availability of complete primary care from one primary care provider at one site. The primary care provider should, in the context of a longitudinal relationship, fulfill all primary care needs, including acute and chronic illness, gender-specific, preventative and mental health care.

3.7.6.4. 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, sexually transmitted diseases, etc.

- 3.7.6.5. 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.
- 3.7.6.6. When specialty care is necessary, the primary care provider will coordinate this care and communicate with the specialty provider regarding the evaluation and treatment plan to ensure continuity of care.
- 3.7.6.7. The CBOC must develop a plan to assign women to a Designated Women's Health Provider who has established and maintains competency by VAPHS Women's Health standards. The CBOC must assure a sufficient number of Designated Women's Health Providers for the women Veteran population in the clinic and staffing coverage but also maintain a sufficient percentage of women Veterans per panel in order to maintain practice (goal 10% of panel size). Recruitment of providers should be targeted to fit the population needs.
- 3.7.6.8. The CBOC must ensure ongoing education and training to the Designated Women's Health Providers to assure competency, proficiency, and expertise in providing care to women.
- 3.7.6.9. Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request.
- 3.7.6.10. Equipment such as privacy curtains, adjustable height exam tables with foot rests, appropriate lighting, adjacent bathrooms where pelvic exams are conducted, speculums, supplies, and equipment to perform Pap smears, pregnancy testing, vaginitis testing should be on hand in the clinic area.
- 3.7.6.11. VA is authorized to provide comprehensive pre-natal, intra-partum and post-partum care to eligible women Veterans. Maternity benefits begin with the confirmation of pregnancy, preferably in the first trimester, and continue through the final post-partum visit, usually at 6-8 weeks after the delivery, when the Veteran is medically released from obstetric care. Providers must notify the Maternity Care Coordinator at (412) 360-3753 by phone or placing a consult for Woman's Health, Gynecology, or Non-VA Maternity Care.
- 3.7.6.12. Examination rooms shall be set up in accordance with current VA standards to afford women with privacy (placement of examination tables in the room, privacy screens, etc.). Feminine sanitary products will be available in examination rooms where pelvic examinations are performed. Sanitary napkin and tampon dispensers and disposal bins must be available in women's public restrooms. The Contractor shall have baby changing tables available either in a unisex restroom or in both male and female restrooms.
- 3.7.6.13. Contractor shall provide women's health services including but not limited to: point of care urine pregnancy testing; Pap smear, pelvic exam, clinical breast exam and breast cancer screening according to current guidelines. The use of BD Affirm cultures shall be used for suspected vaginal infections of Candida, Gardnerella Vaginalis and/or Trichomoniasis. CG (Gonorrhea)/Chlamydia infections shall be evaluated using the endocervical multi-collect specimen collection Kit. Herpes simplex virus shall be evaluated using the Viral Culturette. Services shall be in

accordance with VA Handbooks 1330.01 and 1330.03 which include women's health and maternity/obstetrical care.

3.7.6.14. Any Veteran with a breast implant will have mammography ordered through non-VA Care Mammography.

3.7.6.15. Designated Women's Health Providers shall attend a Women's Health mini-residency, biannual Women's Health Updates and other related training provided by the VA. Contractor shall be responsible for all travel expenses associated with the cost of attending the mini-residency.

3.7.7. **Medical Emergency:** If VAPHS is informed at the time of medical emergency (by contacting the Transfer Office at (412) 822-1078 and subsequent approval is granted after review of medical records, emergency care charges will be paid for by VAPHS, generally only if the Veteran is seen at the Contractor's site and then sent for emergency medical care at the nearest facility.

3.7.7.1. 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.

3.7.7.2. Under no circumstances should emergency care be delayed pending administrative guidance from the VA.

3.7.8. Hard copies of reports from sites other than the Contractor's must be sent into VAPHS for scanning into the electronic medical record. No hard copies of medical records will be maintained at the CBOCs.

3.7.9. Available Consult Services: Consult services available VAPHS via electronic request

**Medicine:**

Allergy  
Autopsy Request  
Cardiology  
Dermatology  
Emergency Dept Referral  
Endocrine/Diabetes  
General Medicine  
Gastro Intestinal (GI)  
Hematology/Oncology  
Hospice (Palliative Care Team)  
Infectious Disease  
Neurology  
Pulmonary  
Renal  
Rheumatology  
Therapeutic Phlebotomy

**Surgery:**

Anesthesia  
Bariatric Surgery  
Cardiac Surgery  
Colorectal Cancer Care  
ENT  
General Surgery  
Gynecology  
Neurosurgery  
Ophth/Optomtry  
Orthopedic  
Plastic  
Podiatry  
Pressure Ulcer/Wounds  
Thoracic Surgery  
Transplant (Liver/Renal)  
Urology  
Urogynecology  
Vascular

**Other:**

Anticoag  
Audiology Speech  
Behavioral Health  
Clinical Pharmacy  
Community Based Care  
Communication  
Dental  
Laboratory  
Geriatric  
Miscellaneous  
Nutrition & Weight  
Pain Management  
Pastoral Care  
Primary Care  
Prosthetics  
Radiation Therapy  
Recreation  
Rehab Medicine  
Social Work  
Speech Pathology

### 3.7.10. REFERRAL PROCESS:

- 3.7.10.1. Specialty consultations will be requested electronically through CPRS and include consult or electronic consult (e-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 CBOC Primary Care Provider via the consult template.
- 3.7.10.2. The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. VAPHS serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by VAPHS.
- 3.7.10.3. VAPHS is responsible for communicating with the Contractor results of any treatment provided by VAPHS for the patient. The primary communication link will be the computerized patient record system in CPRS.

### 3.8. SPACE REQUIREMENTS:

- 3.8.4.1. Guidance on set up and design of CBOCs can be referenced at:  
<http://www.cfm.va.gov/til/spclRqmts.asp>

### 3.8.5. Mental Health

- 3.8.5.1. Telepsychiatry: Contractor agrees to provide facilities and support for VA telemental health practitioners who will provide services to enrolled CBOC patients via teleconferencing. The Pittsburgh VA Medical Center Information Technology Service agrees to provide and maintain the equipment necessary to support telemental health services. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the Pittsburgh VAMC via electronic transmissions. At least one out of the required four telehealth exam room should be available for telemental health services. Exam room shall be approximately 120 SF or at a minimum, identical in size or larger than the largest exam room being used for primary care services. Exam room must be capable of supporting standard office equipment (desk, 2 chairs of equal height and must meet ABA requirements, power outlets, telephone, phone lines, computer, computer connections, and videoconferencing equipment.)
- 3.8.5.2. Veterans will present to the CBOC clinic and VAPHS staff will be located at the Pittsburgh VA Medical Center. Telemental health services will be available 5 days a week, Monday through Friday, during the regular VA administrative hours of 8:00 am to 4:30 pm.
- 3.8.5.3. Contractor agrees to provide administrative support for telemental health services. Support will include the scheduling and check-in of patients, rooming of patients, equipment set up to facilitate the tele-video mental health communication and other standard medical office administrative support duties.

### 3.8.6. Telehealth Exam Room(s)

- 3.8.6.1. Measuring 12 foot by 12 foot (minimum) with no exterior windows.
- 3.8.6.2. Walls painted in a matte finish of light grey or beige.
- 3.8.6.3. Illuminated with "daylight" fluorescent bulb(s) having a color temperature not less than 5000 Kelvin (K) or greater than 7000K and a color rendering index (CRI) rating greater than 90; low energy fluorescents in the range of 30 and 50 kHz are to be avoided.
- 3.8.6.4. Furnished, at minimum, with a standard exam table and one (1) office side chair.
- 3.8.6.5. Counter with hand washing facilities and/or cabinetry, not occupying more than one wall, is optional. Hand washing facilities in the exam room are recommended,

however if this is not feasible alcohol based sanitizers shall be placed in the exam

room and hand washing facilities shall be provided in a location that is readily accessible to employees.

3.8.6.6. All Telehealth rooms and group spaces, regardless of number of assigned veterans shall have standard electrical, a phone and IT/LAN accesses on at least two

(2) walls; adjacent or non-adjacent.

**3.8.7. Group Meeting/Conference Space per location**

3.8.7.1. Sufficient to accommodate up to 14 individuals, inclusive of any group facilitators, and one (1) Telehealth real-time video unit. Mental Health meeting/conference space can be used for this purpose.

**3.8.8. Tele-Retinal Room(s):**

3.8.8.1. Measuring 12 foot by 12 foot (minimum) with no exterior windows.

3.8.8.2. Walls painted in a matte finish of light grey or beige

3.8.8.3. Illuminated with "daylight" fluorescent bulb(s) having a color temperature not less than 5000 Kelvin (K) or greater than 7000K and a color rendering index (CRI) rating greater than 90; low energy fluorescents in the range of 30 and 50 kHz are to be avoided.

3.8.8.4. Furnished, at minimum, with a standard exam table and one (1) office side chair.

3.8.8.5. Counter with hand washing facilities and/or cabinetry, not occupying more than one wall, is optional. Hand washing facilities in the exam room are recommended, however if this is not feasible alcohol based sanitizers shall be placed in the exam room and hand washing facilities shall be provided in a location that is readily accessible to employees.

**3.8.9. Open Area Reception:** The Contractor shall have baby changing tables available either in a unisex restroom or in both male and female restrooms.

**3.8.10. Patient Care Room(s):**

**3.8.11. Female Exam Room(s):**

4.8.5.1. Examination rooms shall be set up in accordance with current VA standards to afford women with privacy (placement of examination tables in the room, privacy screens, etc.). Feminine sanitary products will be available in examination rooms where pelvic examinations are performed. Sanitary napkin and tampon dispensers and disposal bins must be available in women's public restrooms.

3.9. **ADMINISTRATIVE:** 10% of time not involved in direct patient

care.

**3.9.4. PATIENT SCHEDULING**

3.9.5. 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 a qualified medical practitioner.

3.9.6. Open Access is an important concept for VHA primary care and is in part measured by the Same Day Access metric.

3.9.7. The Contractor is required to use the Vista Scheduling System to schedule appointments. The Contractor will schedule routine appointments on, or as close to the desired date 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).

3.9.8. Contractor will not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner. Any appointment cancelled needs to be rescheduled within 7 days. This means the patients must be seen within 7 days of the original cancelled appointment date.

3.9.9. Radiology appointments to be made within seven (7) days of order and completed within

30 days.

- 3.9.10. 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 Transfer Office at (412) 822-1078 is mandatory.
  - 3.9.11. 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).
  - 3.9.12. **My Healthe Vet:** Veterans interested in the My HealtheVet 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 VAPHS. Once registered, the veteran can present to the CBOC to be authenticated.
- 3.10. **TELEPHONE ACCESS:**
- 3.10.4. The Contractor 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," This directive further establishes benchmarks for telephone service, which will be used by VAPHS to monitor CBOC performance (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%.
  - 3.10.5. 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, "Telephone Service for Clinical Care," dated 10/11/07 (or subsequent revisions thereto) located at [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1605](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605)
    - 3.10.5.1. 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).
    - 3.10.5.2. Contractor is required to implement an automated call distribution (ACD) system and provide daily and monthly reports to the VAPHS Primary Care Call Center Supervisor. Note: ACD is a "per user" license. At a minimum the main facility number will be tied to the ACD system. It is highly recommended that the call center is located away from the front desk reception area, in a secure area and quiet.
  - 3.10.6. After Hours Telephone Care: This requirement is met if the Contractor makes arrangements with the parent VA facility after hours WHEN 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.
  - 3.10.7. 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).
- 3.11. **EMERGENCIES:**
- 3.11.4. The CBOCs will have a local policy or standard operating procedure defining how emergencies are handled, including mental health. The CBOCs will maintain appropriate emergency response capability.
  - 3.11.5. 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 VAPHS may not be able to pay for emergency care at the non-VA facility and that the Veteran should contact VAPHS as soon as possible to determine if VAPHS will pay.

- 3.11.6. CBOCs without Advanced Cardiac Life Support (ACLS) teams are required to have an AED. VAPHS will provide the CBOC with an Automatic External Defibrillator (AED) and train the staff in its use and checks of the device. The Contractor is responsible for monitoring the AED, performing the device checks and supplying monthly reports to the COR and/or designee 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 VAPHS, must determine the best location for AEDs throughout the facility. See VHA Directive 2008-015, "Automatic External Defibrillators (AEDs)," dated 3/12/2008 (or subsequent revisions thereto), which can be found at [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1665](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1665).
  - 3.11.7. Emergent need/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 Transfer Office at (412) 822-1078 is mandatory. For patients referred to a non-VA facility the Contractor staff shall be responsible for entering a NON VA CARE CONSULT and completing the appropriate information. CBOC personnel will not delay an emergency call, and will provide emergency stabilization (cardiopulmonary resuscitation) to the maximum possible extent.
  - 3.11.8. In all cases where the Contractor is aware of a Veteran’s use of any emergency medical services, the Contractor shall document these encounters in the Veteran’s medical record with a Non-VA Hospitalization Notification note summarizing the occurrence and its outcome.
- 3.12. **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:
- 3.12.4. Obtaining patient specific information.
  - 3.12.5. Requesting specialty consults, laboratory, radiology, or other diagnostic tests.
  - 3.12.6. Communicating with VA Staff about patient care issues.
  - 3.12.7. Checking formulary status of drugs.

3.13. **MEDICAL RECORDS REQUIREMENTS:**

- 3.13.4. 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. § 552a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act).
- 3.13.4.1. Use of contractor's site and services may require management of Federal records. If the contractor holds Federal records, the contractor must manage Federal records in accordance with all applicable records management laws and regulations, including



but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31 & 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to secure storage, retrievability, and proper disposition of all federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The agency also remains responsible under the laws and regulations cited above for ensuring that applicable records management laws and regulations are complied with through the life and termination of the contract.

3.13.5. 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). If the contractor is not a health care provider as defined under HIPAA then a BAA is required. 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 VAPHS 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. Neither the Parent Facility nor the Contractor has the legal authority to require that a patient provide his/her Social Security Number to the VA as a condition for receiving medical care under Title 38, United States Code. If the patient does not provide a Social Security Number, The VA will assign a unique identification number to the patient.

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

3.13.6.1. 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.

3.13.6.2. 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 VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.

3.13.6.3. 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 can be viewed at <http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>. The VA shall have unrestricted access to these records.

3.13.6.4. 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.

3.13.6.5. Availability of Records: The Contractor shall make all records available at the Contractor's expense 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 through the mail. All records to be sent by mail will be sent via UPS Ground delivery at contractor's expense to VAPHS within one (1) business day of request at no expense to VA.

3.13.6.6. 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 faxed to the parent facility to meet the due date requested by the Parent Facility. EPRP is provided to the VA by other contractors. Contract providers who are seeing VA patients are provided access to confidential patient information as contained in the medical record.

3.13.7. **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 VAPHS Release of Information (ROI) Office at the following address:

VA Pittsburgh Medical Center  
Attention: Release of Information

1010 Delafield Road (136H4-A)  
Pittsburgh, PA 15215  
Phone: 412-822-1135  
Fax: 412-822-1161

All first and third party release of information requests will be forwarded to the Pittsburgh HIMS department for processing and the accounting of disclosures in the ROI software. For the convenience of the Veteran wishing to have their CBOC records released, the CBOC staff can provide him/her with the appropriate release of information form, VA Form 10-5345 (release of records to outside parties), and/or VA Form 10-5345a (release of records to veterans themselves) which can be completed and forwarded to the Pittsburgh HIMS dept. for processing. In cases where it may be more efficient or in the best interests of the Veteran to have the CBOC process a first party or in cases of a medical emergency, the CBOC staff must obtain approval from the Pittsburgh VA HIMS ROI Supervisor prior to processing the request to ensure appropriateness and proper procedure is followed. An emergent request is defined as a request for medical records submitted by an emergency department of ICU, or when there is an imminent threat to the life or physical safety of an individual. Providers may give the Veteran health information as a part of ongoing education and treatment without a written request. For example, the provider may give the patient a list of medications, patient instructions and/or lab values during his/her visit that are relevant to that visit and this would not be considered a release of information. Copies of old records (i.e. a progress note or lab report from 6 weeks ago) requested would be considered a release of information and should be forwarded to the Pittsburgh HIMS department.

- 3.13.8. **Disclosure:** Contractor and Contractor may have access to patient medical records: however, Contractor and 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.
- 3.13.9. 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 one week period the contractor will send via UPS the signed, completed release forms as well as copies of all responsive documents 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 Pittsburgh VA Medical Center Release of Information Office at 412-822-1161, or via mail addressed to VA Pittsburgh Medical Center, Attention: Release of Information, 1010 Delafield Road (136h4-A) Pittsburgh, PA 15215. Faxed information that is confirmed as received can be shredded.
- 3.14. **Patient Handbook:** During the intake process, the Contractor shall provide each patient with a copy of the VA provided patient handbook.
- 3.15. **Records Retention:** 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). Since the records generated pursuant to this contract are VA records, the Contractor shall retain the records for the time period that VAPHS is required to retain the records, or, in the alternative, deliver them to the Parent Facility for retention. The

Parent Facility has unrestricted right of access to these records. 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 VAPHS 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.

- 3.16. **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 VAPHS to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.
- 3.17. **Electronic Medical Record:** 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.
  - 3.17.4. Contractor personnel will utilize VAPHS's current VISTA/CPRS technology to compile a concise and relevant account of the patient's health care.
- 3.18. **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. Contract staff must visit VAPHS for training to include scheduling, symposiums, simulation labs, PC or BH meetings, town halls, introductions to the facility and key staff, etc. It is estimated that staff should be on site at VAPHS for up to 0.5d/month for Clinic Managers, 16 hours within first 4 months for new employees, and up to 10 hours per year for others; not to include travel time. Contractor will be responsible for transportation to and from VAPHS.
- 3.19. **Documentation and Clinical Records:** Documentation and clinical records shall be complete, timely, and compliant with VA policies, and current Joint Commission Standards.
  - 3.19.4. The Contractor shall report workload (check-in, check-out) within two (2) working days and other important clinical data including entry into the Patient Care Encounter (PCE module) including ICD9-CM diagnostic codes as well as CPT (Current Procedural Terminology) as defined by the American Medical Association.
  - 3.19.5. The Contractor shall provide individual patient encounters (visits) workload in accordance with established VA reporting procedures. The Progress Notes for each enrolled patient visit, whether the patient visit was with the Contractor or a subcontractor, shall be entered electronically in the patient's record through the VA's CPRS system.
  - 3.19.6. 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.
  - 3.19.7. All Progress Notes, medication orders, and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor's site, shall be

- entered into CPRS by the Contractor within two (2) calendar days of the patient's visit, with the exception of radiology reports.
- 3.19.8. VA Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by the Contractor will be entered into VISTA/CPRS by VAPHS. Contractor shall be responsible for entering into VA's CPRS all information and requests for laboratory and radiology test requests.
- 3.19.9. Progress Notes will be entered into CPRS or the Progress Note portion of the TIU (Text Integration Utility) package. The results of laboratory tests performed at the CBOC must be included in the Progress Notes.
- 3.19.10. Progress Notes must meet CMS (Centers for Medicare & Medicaid Services) 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.
- 3.19.11. 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.
- 3.19.12. 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 the VA Information Security Officer at (412) 822-3270.
- 3.20. **Encounter Forms:** The Contractor 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.
- 3.21. **Document Disposal/Destruction:** The Contractor will be responsible for proper disposal and destruction of documents containing sensitive information (to include personally identifiable and protected health information) as required by VA regulations.
- 3.21.4. Final destruction of the documents must be to the degree that definitely ensures the sensitive information contained on them is not readable or reconstructable to any degree. The documents can be pulped, macerated or shredded. If shredding is used as the final destruction method, with no additional destruction by pulping or recycling, the documents must be shredded. If shredding is not the final destruction method, the documents must be maintained in a locked console, (whether whole documents or shredded to a degree where the information could not be readable or re-constructed, to ensure properly secured, that is later retrieved for off-site destruction by a VAPHS approved vendor (one that is NAID certified or a non-naid certified contractor who can satisfy the standard outlined in Appendix A of VA Directive 6371). The destruction must be witnessed by one of the contractor's employee's on behalf of VA and an attestation of destruction maintained on file by the contractor as proof of proper destruction. If a contractor or subcontractor employee is the witness, then the individual must prior to departing the VA location, provide the designated VA representative with documentation that acknowledges receipt of the temporary paper records.
- 3.22. **Forms:** Any new or existing Templates used by the CBOC must be approved by the VAPHS Forms section of the Clinical Informatics Team. Request for approval shall be

submitted to the forms team via e-mail VHAPTH FORMS.

- 3.23. **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.
- 3.24. **Reports:** The Contractor is responsible for complying with all related VA reporting requirements requested by VAPHS.
- 3.25. **Equipment and Technical Support:**
- 3.25.4. In accordance with VA and VHA directives, policies, and handbooks, all equipment attaching to a VA network will be owned by VAPHS and controlled by VAPHS. 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 Pittsburgh. All users must comply with and adhere to VA Directives and VA Cyber Security policies.
- 3.25.5. The Pittsburgh VAMC shall provide the PC workstations, software, and networking equipment required to access the VISTA system. The Pittsburgh VAMC 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. The Contractor will provide telecommunications access, to include placing physical phones, and network access.
- 3.25.6. The Contractor shall be responsible for installation and maintenance of the network infrastructure within the facility including, but not limited to, cabling located inside the walls of the structure and a secure communications closet space to house the patch panels and networking equipment (see paragraph 4.25.10 below). For backup, contingency and continuity of operations, the Contractor will provide connectivity to the Internet via 2 T1 circuits to their communications closet space. Backup, contingency, COOP connectivity to the Pittsburgh VAMC will be established through the use of Citrix Access Gateway (CAG) through utilizing Contractor provided Internet Service Provider (ISP). The Pittsburgh VAMC will provide and manage the necessary VPN security router hardware. The Contractor shall be responsible for maintenance and on-going technical support for all data and voice wiring within the walls and ceilings from the data closet to the endpoints of the network. The Contractor is responsible for all charges related to the backup, contingency, and COOP connectivity. Pittsburgh VAMC (VA) and Contractor telecom and network infrastructure CAN NOT be co-located within the same data closet.
- 3.25.7. The Contractor shall be responsible for procurement, installation, and maintenance of all various types of printers, copiers, scanners, fax machines, shredders, or other peripheral office equipment required to operate the facility.
- 3.25.8. **Hardware/Software Compatibility List:** The following printers have passed compatibility testing with the VISTA Encounter Form:
- 3.25.8.1. Lexmark T654DTN, Lexmark T650DTN644n, and Lexmark E460DN, or compatible.
- 3.25.8.2. The Contractor shall also provide desktop color printer(s) for printing patient education information. This printer(s) will not be on the VA network.
- 3.25.8.3. Multifunction devices (MFD), if used, VA recommends RICOH AFICIO MP5001, MP4001, or MP2851 (also can utilize Konica and Xerox as long as the manufacturer has Twain Compliant Device Drivers). These devices print drivers are on the VA network.
- 3.25.8.4. The Fujitsu scanner has passed compatibility testing with the VISTA Imaging System: In order to Vista Imaging, the scanners need to have Kofax Compliant Device Drivers. Any other model used will require approval and certification for Vista

Imaging.

3.25.8.5. All Estimated Government Furnished Equipment Offered is under **Attachment #4 Government Furnished Equipment**. Contractor will be the responsible for set-up, installation, and maintain accountability through the duration of the contract for all GFE. Government will be responsible for the servicing of the equipment, updates, and replacements for items that are non-operational at no cost to the Contractor if the items were not deemed damaged negligently by the Contractor. All terms and Conditions applicable to GFE will be outlined in the contract under Far Part 52.245-1.

- 3.25.9. 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. VAPHS 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 the National Service Desk (NSD) at (412) 822-3334. 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 NSD will generate a work ticket and assign it to Pittsburgh VAMC OI&T field Operations for local technical support. VAPHS 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.
- 3.25.10. 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.
- 3.25.11. The Contractor shall have a documented and published 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 Pittsburgh VA Chief Information Officer and the Clinical Applications Coordinator (CAC) 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.
- 3.25.12. VA Handbook 6500 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."*
- 3.25.13. The Contractor shall provide a dedicated secure, double locked communications closet / room 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 room will have a steel frame and door, minimum 36" width. The door will have a primary lock, and a deadbolt (this can be one combined unit). If separate the locks will be keyed the same, but separate and unique from any other facility lock. There will be no signage for the room other than a room number if required. There will be a Contractor supplied 10 LB Dry Chemical ABC fire extinguisher mounted on the inside wall of the IT Room. The door will have the hinges on the inside of the Communications Room, or if on the outside the pins will be spot welded for security. A copy of the key will only be provided to the site manager. Access to this space shall be strictly controlled to ensure adequate information security.

**3.25.14. COMMUNICATIONS/COMPUTER REQUIREMENTS:**

3.25.14.1. Installation of all Unshielded Twisted Pair (UTP) wiring internal to the space between identified end-user workstation locations and the VA telecommunications space shall be Category 6 (CAT 6). The VAPHS Office of Information and Technology (VAPHS OI&T) shall provide all management, operational, and maintenance support of all data networking equipment and personal computer workstations. The personal computer(s) provided to the Contractor by VA OI&T shall not be connected to the Contractor's local area network (LAN) or the Contractor's wide area network (WAN). The communications between the VAPHS OI&T provided workstations and data network are confidential and intended to be viewed and used by authorized VA network users. Any unauthorized attempts or acts to:

- monitor, eavesdrop, access, upload, download, change, or delete information on the system;
- modify this system to include, but not limited to, installation of software or hardware; or operational changes to existing software or hardware without direct approval from VAPHS OI&T staff;
- deny access to any systems;
- accrue resources for unauthorized use, or,
- otherwise misuse of this system;

Are strictly prohibited. There should be no expectation of privacy.

3.25.15. Such attempts or acts and any associated damages are subject to action that may result in criminal, civil, and or administrative penalties. Individual user ID's and passwords shall be issued to the Contractor's staff for access. The Contractor shall be responsible for all supplies necessary for the operation of the VAPHS OI&T provided equipment. The Contractor shall designate a lead individual to serve as liaison between VA OI&T and the Contractor to resolve technical automated data processing (ADP) issues and provide onsite training for technical updates. The Contractor's liaison shall be responsible to coordinate in advance with VAPHS OI&T any relocation or modifications of VAPHS OI&T provided network and personal computer equipment. The Contractor is responsible for the installation and maintenance of the data infrastructure internal to the space, and must have the installation and maintenance performed by a qualified installer, trained and certified in CAT 6 cable. VAPHS OI&T provided equipment must not be connected to any infrastructure until it has been tested and certified (at Contractor expense) to meet the specifications set forth by the Electronics Industries Alliance/Telecommunication Industry Association (EIA/TIA) 568 Commercial Building Telecommunications Wiring Standard. A copy of the test reports must be forwarded to the VA OI&T for each network device installation.

**3.25.15.1. Requirements for Data Rooms:**

- 3.25.15.1.1. No co-location with other tenants is permissible
- 3.25.15.1.2. Room size: min 10' x 10'. Adequate lighting to work. All equipment will be mounted or stored off the floor. Floor will be tile or painted concrete.

**4.25.12.2. Door:**

- 3.25.15.1.3. Only access will be through the main door
- 3.25.15.1.4. ¾ hour fire rating
- 3.25.15.1.5. steel frame and door, minimum 36" width
- 3.25.15.1.6. Primary lock, and a deadbolt (this can be one combined unit). If separate the locks will be keyed the same
- 3.25.15.1.7. hinges on the inside of the room, or if on the outside the pins will be spot welded for security
- 3.25.15.1.8. no signage for the room other than a room number if required

**4.25.12.3. Fire suppression:**

- contractor supplied 10 LB Dry Chemical ABC fire extinguisher mounted on the inside wall of the IT Room



- if room does not have sprinklers, it must have a gaseous clean extinguishing system

4.25.12.4. **Walls / ceiling:**

- provide a one hour fire rating on all four sides, top, and bottom
- inside walls will be sheetrock; must extend from floor to ceiling
- Ceiling may be sheetrock; no drop ceilings
- Painted flat white

- All data communication lines will be terminated in this room on the back wall
- 4.25.12.4.1. this wall will be ¾" plywood
- 4.25.12.4.2. fire retardant rating or painted for fire resistance
- 4.25.12.5. **Air Exchange:**
  - sufficient air exchanges or another acceptable means to cool space
  - independent air conditioner
  - maintain the room at 70 degrees
- 4.25.12.6. **Power requirements:**
  - four (4) L6-20 receptacles
  - one (1)L6-30 receptacle in the closet
  - each receptacle should be on a separate circuit
  - receptacles should be located in close proximity to the top or side of the rack, not to impede the walkway or cable management
- 4.25.12.7. **Racks:**
  - At least 1 standard 19" wide data/relay racks; to support network equipment, and to support PC/Servers.
  - height from 40-48 RU and a depth no less than 21"
  - secured and grounded to the floor
  - placed such that there is at least 3 feet in the front of and behind the rack
  - either aluminum or steel construction and the holes should be standard 10-32 tapped
  - rack(s) will have 2 shelves on the bottom installed to hold IT computers
  - infrastructure installer should install Leviton CAT6 patch panels and connectors in the rack
- 4.25.12.8. **Cable Management:**
  - cables should be installed to the patch panel at the hinged end so that the articulation of the panel doesn't stress the terminations
  - vertical cable trough on both sides of rack
  - horizontal cable troughs between patch panels
  - cable ladder assembly above rack for cable into closet to patch panels
  - "B" connection terminated at each end (wall jack & comm closet, where applicable) IAW TIA/EIA standards

### 3.26. **CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

- 3.26.4. **PATIENT RIGHTS AND RESPONSIBILITIES:** Contractor shall conform to all patients' rights issues addressed in applicable Medical Center Memorandum.
- 3.26.5. All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA. The investigation must be initiated prior to being granted access to VA computer systems.
- 3.26.6. **Position Sensitivity** – The position sensitivity has been designated as Low Risk.
- 3.26.7. **Background Investigation** - The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries (NACI). Non-citizen contract personnel appointed to Low Risk or Nonsensitive positions will be subject to a National Agency Check with Law Enforcement and Credit Check (NACLC).
- 3.26.8. **Contractor Responsibilities:**

- 3.26.8.1. The Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the Contractor shall reimburse VA within 30 days. The estimated cost of the NACI or NACLIC is \$279.00 per person.
- 3.26.8.2. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak, and understand the English language.
- 3.26.8.3. The Contractor shall review the packet of information provided by the VA regarding background investigations. Contractor employees shall complete and submit the required forms according to the instructions within fourteen (14) days of the individual's appointment to the position. The documents required for a Low Risk Position can also be found on the following website:  
[http://www.osp.va.gov/Security\\_and\\_Investigations\\_Center\\_FF.asp](http://www.osp.va.gov/Security_and_Investigations_Center_FF.asp)
- 3.26.8.4. Electronic fingerprinting can be performed free of charge at the Pittsburgh VA Medical Center. The Contractor employees shall also complete the Electronic Fingerprinting Memo which will be provided at award. All documents shall be provided to the Contracting Officer's Representative (COR) for processing.
- 3.26.8.5. The Contractor, when notified of an unfavorable determination by the Government, will withdraw the employee from consideration from working under the contract.
- 3.26.8.6. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- 3.26.9. **Government Responsibilities:**
  - 3.26.9.1. Upon contract award, the VA will provide the Contractor with a packet of information regarding the background investigation process. This packet will contain instructions and forms that must be completed in order to initiate the background investigation process.
  - 3.26.9.2. The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor will reimburse the VA facility within 30 days.
  - 3.26.9.3. The VA Office of Security and Law Enforcement will notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.
  - 3.26.9.4. The contracting officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.
- 3.26.10. 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 dated 4/8/2014 (or subsequent revisions thereto). 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 to a degree that definitively ensures that paper records are not readable or reconstructable to any degree. If interim destruction is not carried out by Contractor, it must be carried out by a National Association for Information Destruction (NAID) certified, bonded, and insured entity who has been

subcontracted to provide sufficient reasonable safeguards to protect the records until final destruction has been completed. 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.

- 3.26.11. Contractor employees are required to complete the online training classes entitled "VA Privacy and Information Security Awareness and Rules of Behavior Training" and "Privacy and HIPPA Focused Training" prior to receiving an account on the VA network and annually thereafter each contract employee self-enrolls for a profile on the VA TMS by visiting <https://www.tms.va.gov/plateau/user/login.jsp>. Once there, employees should follow the steps below to create a profile, launch the mandatory training, and complete the content prior to their next day at VA. Updated instructions will be made available once the COR is notified of a new hire. It is encouraged that this mandatory training be completed as soon as the new hire has completed all other hiring paperwork.
- 3.26.12. 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.
- 3.26.13. 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.
- 3.26.14. 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.
- 3.26.15. 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).
- 3.26.16. 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).
- 3.26.17. 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.

- 3.26.18. 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.
- 3.26.19. 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.
- 3.26.20. 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.
- 3.26.21. Privacy and Security incidents shall be report immediately to VAPHS Privacy Officers or Information Security Officers for entry into the Security & Privacy Event Tracking System.
- 3.26.22. Poster containing the names and contact information for VAPHS Privacy and Security Officers shall be prominently display in an area where all Veterans can easily view.
- 3.26.23. The VA's Notice of Privacy Practices must be prominently displayed and copies available upon request.

### 3.27. **VETERAN ELIGIBILITY AND BENEFITS:**

- 3.27.4. All Veterans applying for care at the CBOC will complete form VA 10-10EZ and submit the fully completed and signed form to CBOC staff. To expedite processing, it is recommended that Veteran also submit a legible copy of their service discharge paperwork (DD-214, DD-215, or for World War II Veterans, a WD form), proof of service connection award, or any other paperwork that can be used in support of their application. Please note that it is recommended, but not mandatory that a Veteran provide copies of their military discharge paperwork at the time of application. CBOC staff will provide limited assistance to all applicants who request help or present with questions in re completing the application. CBOC staff will visually review form for completeness and presence of signature. If Veteran is present, CBOC staff will confirm identity of the applicant via photo ID such as driver's license, non-drivers state ID, federal photo ID, or passport. CBOC staff will ask all applicants if they have private health insurance. If so, applicant will be asked to produce any insurance cards. CBOC will make photocopies FRONT AND BACK, and include them with the applicant's packet. CBOC staff will inform the applicant that there application will be processed within 5 business days, and that they will be notified by mail upon completion of processing. Contractor will DATE STAMP each application with the date it was received in the CBOC office.
- 3.27.5. Registration and Enrollment: Contractor will immediately forward completed application (Completed VA Form 10-10ez, military discharge paperwork packet of each applicant to the VA Pittsburgh Patient Registration office for processing.
  - 3.27.5.1. All applications must be forwarded within 2 (two) hours of receipt via email scanning. All documents should be scanned and e-mailed via official VA Outlook using ENCRYPTION to the "**VHAPTH CBOC 10-10 Document loads**" Outlook group, which consists of the appropriate VAPHS Patient Registration Staff. If CBOC staff are unable to scan and email the documents, they must contact the VAPHS Patient Registration Supervisors office at 412-360-6628, 412-360-1977, or 412-822-2053 in order to arrange for alternate means of transmission. All original documentation will be mailed to the VA Pittsburgh Patient Registration Office within twenty-four (24) hours of receipt by the CBOC.

3.27.5.2. Contractor will keep an electronic log of all 10-10EZ applications received in their office. Once the contractor has confirmed that the application has been processed, the contractor will forward the original paperwork to VAPHS for scanning. Names can be removed from the electronic log once it has been confirmed that the Veteran's application has been processed. The VA Pittsburgh Patient Registration office upon receipt will maintain an electronic log of all 10-10EZ applications received from the Contractor. Processing on all applications received will commence within 1 (one) business day of receipt. All will be completed within one day, except for those that require additional documentation or clarification from the applicant. VA Patient Registration Office will notify the contractor weekly of all completed applications from the past week.

3.27.5.3. For enrollment applications that must be processed immediately due to the applicant experiencing an imminent medical emergency, the VA Pittsburgh Patient Registration office will provide expedited processing of the application packet. Should such processing be needed, the contractor should call one of the following numbers, explain that they have an application that due to medical emergency needs to be processed immediately. Those numbers are:

Supervisors – 412-360-6628; 412-360-1977; 412-822-2049

Lead Clerks – 412-360-1469; 412-360-3650; 412-822-2049

Eligibility staff – 412-360-6993; 412-360-3785

When expedited processing is necessary, VAPHS staff will strive to complete such claims in less than one hour. Upon completion of such expedited claims, VAPHS staff will contact the contractor by phone to alert them of the enrollment status of the applicant.

Contractor will contact VAPHS Supervisor, Patient Registration for any unusual or complicated enrollment issues/questions. 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 by a CBOC without Contractor confirming enrollment within the VHA System. Persons not verified eligible who present to a CBOC in need of urgent or emergent care will be treated on a Humanitarian basis until stable and discharged from CBOC, 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 Contractor's CBOC, the patient will be billed directly by VAPHS and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site.

3.27.6. Financial Assessments (Means Tests and Copayment Exams): In March of 2014, changes went into effect that eliminated the need for most Veterans to provide their annual income information in the form of an annual means test. Beginning then, for Veterans who were previously required to provide an annual means test, a determination of which Priority Group they were to be enrolled in is done by an annual review of federal income tax figures. Nevertheless, for a small group of Veterans, VISTA will show that a means test is required for them. For these Veterans, a means test 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. As with the completion of the VA Form 10-10ez enrollment application, CBOC staff will provide limited assistance to Veterans with questions in re the VA Form 10-10EZR upon request of the Veteran. All documents should be scanned and e-mailed via official VA Outlook using

ENCRYPTION to the “**VHAPTH CBOC 10-10 Document loads**” Outlook group, which consists of the appropriate VAPHS Patient Registration Staff. If CBOC staff are unable to scan and email the documents, they must contact the VAPHS Patient Registration Supervisors office at 412-360-6628, 412-360-1977, or 412-822-2053 in order to arrange for alternate means of transmission. Once the contractor has confirmed that the application has been processed, the contractor will forward the original paperwork to VAPHS for scanning.

- 3.27.7. When expedited processing is necessary, VAPHS staff will strive to complete such claims in less than one hour. Upon completion of such expedited claims, VAPHS staff will contact the contractor by phone to alert them of the enrollment status of the applicant. CBOC staff may also call one of the above numbers to arrange for expedited processing. VAPHS Patient Registration staff will strive to process all such means tests within one hour.
- 3.27.8. Veteran Registration Kiosks: Contractor shall support the use of registration (check-in) kiosks to be located in or near the waiting room. Contractor shall be responsible for power and network infrastructure necessary to connect kiosks to the VHA network, (in accordance with section 4.25: Equipment and Technical Support). Contractor shall provide assistance to Veterans using these kiosks.
- 3.27.9. Pre-registration: Contractor will ensure every patient completes the pre-registration process using either a VetLink kiosk or by a clerk using the Vista pre-registration package as well as ICB. Every patient shall have their demographics reviewed for changes as well as ensuring insurance information is up to date before a patients appointment.
- 3.27.10. Veterans Health Identification Cards (VHIC): Contractor will provide support to process a VHIC when a Veteran presents. Contractor is responsible for ensuring the requestor is eligible for VA healthcare, provide address verification, and provide identity verification using approved forms of identification before issuing a VHIC request.
- 3.27.11. 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 VSC Call Center at 1-888-823-9656.

**3.28. PATIENT SAFETY:**

- 3.28.4. Adverse patient related events and close call patient related events at the CBOC must be reported to the parent facility's Quality & Patient Safety Office to the Patient Safety Manager and Quality Management Director.
- 3.28.5. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.
- 3.28.6. Patient safety shall be the primary focus of the contractor. Every reasonable effort shall be made by the contractor to prevent medication errors (via prescribing or other means), falls, and patient injury caused by acts of commission or omission in the delivery of care. Provider Pharmacy Order Entry (POE) shall be used at all times. All adverse patient related events or close patient related events relat shall be reported to VAPHS Patient Safety Manager using the facility Electronic patient event reporting system (ePER).
- 3.28.7. The contractor shall notify the Parent Facility COR, Patient Safety Manager and/or Quality Management Director immediately if a suspected Sentinel Event has occurred. This should be done verbally and with written notification. The Parent Facility shall determine if a Root Cause Analysis (RCA) is required. The RCA will be conducted by the Parent Facility with input from the contractor. RCA findings and recommendations will be shared by the Parent Facility with the contractor for potential remediation.

3.29. **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 9/2/05 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.

3.30. **GRIEVANCE SYSTEM REQUIREMENTS:**

3.30.4. The 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 the CBOC Administrative Coordinator and/or COR, 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). Grievances shall be resolved promptly but no later than thirty (30) days from initial filing by the enrolled patient and shall include a written description of the grievance, the decision and the basis for the decision plus any documents involved in the grievance. A copy of written resolution shall be provided to the COR within 5 days.

3.31. **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 the Joint Commission 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:

3.31.4. 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.

3.31.5. Contractor must be accredited by The Joint Commission 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.

3.31.6. Listed below is the current outline of topics covered in The JC manual of standards that must be met by the Contractor:

- Rights, and Responsibilities of the individual
- Provision of Care, Treatment, and Services
- Medication Management
- Infection Prevention and Control
- Performance Improvement
- Leadership
- Environment of Care
- Human Resources
- Information Management



- Medical Staff
- Nursing
- Medication Management
- Life Safety
- National Patient Safety Goals
- Record of Care
- Waive Testing

3.31.7. The Contractor shall notify the Contracting Officer in writing whenever a malpractice claim or any type of complaint involving a VA patient has been received by the Contractor. The Contractor will forward a copy of the malpractice claim or complaint within three (3) workdays after receiving notification that a claim has been filed. The Contractor will also notify the Contracting Officer 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:

Shawn Smith, Contract Specialist  
 Department of Veteran Affairs  
 Network Contracting Office 4  
 Service Area Office East  
 Acquisitions 90C-A  
 1010 Delafield Road  
 Pittsburgh, PA 15215

- 3.31.8. 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.
- 3.31.9. The Contractor is responsible for the quality management plan for monthly clinical pertinence review of ambulatory care records. The results shall be forwarded to the Health Information management Service (HIMS) Manager. If in the course of VA business, a concern is identified, the issues must be addressed by the Contractor 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 CBOC shall conduct audits of TJC standards that require performance measures. Those audit results shall be sent to the HIMS Program Manager on a quarterly basis.
- 3.31.10. 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.
- 3.31.11. 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 the Network Performance Plan and Network Technical Manual. Revisions/updates to the Network Performance Plan and Network Technical Manual may be obtained from the above website. 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.

- 3.31.12. 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.
- 3.31.13. The Contractor shall have a quality monitoring/performance improvement program. This program will be available to VA staff and JC. 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.
- 3.31.14. The Contractor shall comply with all PBM formulary guidance regarding medication use, monitoring and safety. The Contractor shall collaborate with VA Pharmacy when CBOC patients are identified that require intervention.
- 3.31.15. The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes.
- 3.31.16. 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.
- 3.31.17. Clinical Reminders: Proper documentation and completion of all clinical reminders as they appear during a patient's visit is required. Expectation is that 90% completion rate of all clinical reminders are completed monthly. VISTA/CPRS will automatically remind providers to complete the following clinical reminders during patient's 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

- 3.32. **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 (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

- 3.33. 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.gov](http://www.cpars.gov) Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or Voice Phone: (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.
- 3.34. 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.
- 3.35. 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.

#### 4. **GOVERNMENT RESPONSIBILITIES:**

##### 4.1. OVERSIGHT OF SERVICE/PERFORMANCE

###### MONITORING:

###### 4.1.4. **CO Responsibilities:**

4.1.4.1. 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.

4.1.4.2. 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.

4.1.4.3. 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.

###### 4.1.5. **The COR:**

4.1.5.2. 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.

4.1.5.3. 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.

**(ATTACHMENT#5)**

- 4.1.5.4. 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.
- 4.1.5.5. 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.
- 4.1.6. All contract administration functions will be retained by the VA.
  - 4.1.6.2. Contract Administration: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Shawn Smith, Contract  
 Specialist Department of  
 Veteran Affairs  
  
 Network Contracting Office 4  
 Service Area Office East  
 Acquisitions 90C-A  
 1010 Delafield Road  
 Pittsburgh, PA 15215  
 Office: (412) 822-3785  
 e-mail : shawn.smith@va.gov

The Contracting Officer's Representative (COR) for this contract

is: Adam Critchlow, COR  
 VA Pittsburgh Healthcare  
 System Finance  
 Department (04F-A) 1010  
 Delafield Road  
 Pittsburgh, PA 15215  
 Office: (412) 822-1208  
 e-mail : adam.critchlow@va.gov

4.1.6.3. Liaison Persons: VAPHS has designated the following liaison personnel for this resultant contract:

Title	Name	Role	Phone Number
Vice President, Primary Care Service Line	Walter Clark, MD	Clinical Contact	(412) 360-1855
CBOC Administrator	Adam Critchlow	COR and Admin Contact	(412) 822-1208
Program Manager, Primary Care Service Line	Alan Petrazzi	Admin Contact	(412) 508-3990
Business Manager, Primary Care Service Line	Jason Fay	Admin Contact	(412) 822-2360

Associate Chief Nurse, Primary Care Service Line	Brenda Shaffer	Clinical Contact	(412) 822-2390
Administrative Officer of the Day	Staff	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	(412) 360-6162
OI&T "Help Desk"	Staff	Assistance with VISTA	(412) 822-3334
HIMS ADPAC	Staff	Assistance with Patient Information Management System (PIMS)	(412) 822-1075
Patient Registration Office	Staff	Assistance with Patient Eligibility	(412) 360-6162
Medical Care Cost Recovery	Staff	Assistance with Financial Assessments	(412) 360-6263
Outpatient Pharmacy	Staff	Outpatient Pharmacy Supervisor	(412) 360-6304
Chief, Health Information Management Service (HIMS)	Shawn De Fries	Assistance with CPRS and Medical Records	(412) 822-1122
VA Patient Advocate	Staff	Assistance with patient complaints, etc.	(412) 360-3614 (412) 860-7218
Ancillary Testing	Staff	Questions involving lab work, x-rays, and other ancillary testing	(412) 360-1545
Pathology and Laboratory Medicine	Staff	Chief Medical Technologist for pathology and laboratory medicine	(412) 360-6544
Women Veterans Health Services	Staff	Program Manager for women Veterans health issues	(412) 360-6289

4.1.6.4. 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.

4.1.6.5. The Contractor shall identify a contact person(s), 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.

4.1.6.6. The contact person(s) 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.

## 5. SPECIAL CONTRACT REQUIREMENTS

### 5.2. Contract Start-up Requirements:

5.2.1. 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.

5.2.2. The Contractor shall have 120 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 113 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.

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

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

5.2.3.2. 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).

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

5.2.3.3.1. Preventive Health Services.

5.2.3.3.2. Primary Care Services.

5.2.3.3.3. Physician Services.

5.2.3.3.4. Mental Health Services.

5.2.3.3.5. Ancillary Services

5.2.3.3.6. Dietitian Services

5.2.3.3.7. Telemedicine Services

5.2.3.4. 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.

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

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

5.2.3.7. 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 120 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.

5.2.3.8. Upon receipt of Notice of Award, Contractor will immediately commence the background investigation and credentialing and privileging process for all licensed 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.

5.3. **PATIENT TRANSPORTATION:** Each patient will be responsible for his/her own transportation to appointments. Transportation at Government expense or reimbursement of transportation expenses are limited benefits that the Veterans Service Center has sole authority to determine. If a Veteran applies for this benefit it may require their Primary Care Provider to make a determination about the medical necessity of a special mode of transportation.

5.4. **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 and reads:



## VA PRIMARY CARE CENTER

5.4.1. 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.

### 5.5. CONTRACTOR'S PHYSICAL FACILITY:

5.5.1. The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Architectural Barriers Act (ABA) including but not limited to bathrooms, ramps, doors and exists. 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. Reinspections will occur at least annually. 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.

5.5.2. The Contractor shall secure safe space in which to conduct CBOC operations.

Contractor shall serve as leaseholder and shall be responsible for all renovation, build-out or alteration of the space to ensure suitability for clinic operations. The site of the CBOC must be physically located in **Beaver County, PA** and shall be easily accessible from public transportation and major roadways. Facilities must be non-smoking environments.

5.5.2.1. Space should comply with VA Finish Guidelines found on the TIL (Technical Information Library) at <http://www.cfm.va.gov/til/room/RoomFinishes.pdf>. Specific references to CBOCs found in section 265-1 through 31.

5.5.2.2. CBOCs are to follow Wayfinding and Signage guidance outlined at: <http://www.cfm.va.gov/til/spclRqmts.asp>

5.5.2.3. Additional guidance on set up and design of CBOCs can be referenced at:

<http://www.cfm.va.gov/til/spclRqmts.asp>

5.5.3. Environmental safety shall be the responsibility of the contractor, who shall provide snow removal services, cleaning services, building and grounds upkeep, adequate lighting and signage.

5.5.4. The Contractor shall provide a TV and Cable TV service in the waiting area for patient use.

5.5.5. Contractor must ensure that they have an operational telephone message system that provides veterans with necessary information on accessing care outside of normal business hours. For example, providing Veterans with the number of the VA VISN 4 triage phone system and/or instructions to call 911 in the event of a medical emergency. Telephone system shall also allow for voice messages to be left by Veterans needing to cancel appointments.

5.5.6. CBOC must comply with applicable requirements found in accordance with the Department of Veterans Affairs, Office of Security and Law Enforcement, VA Directive 0730 "Security and Law Enforcement" and all mandatory procedures from VA Handbook 0730/4, Appendix B, "Physical Security Requirements and Options", dated March 29, 2013. [http://www1.va.gov/vapubs/search\\_action.cfm?dType=2](http://www1.va.gov/vapubs/search_action.cfm?dType=2)

5.5.6.1. The contained Physical Security processes are hereby required by all

Department of Veterans Affairs solicitations with Community-Based  
Outpatient Clinic (CBOC).

5.5.6.2. Specifically, the contractor shall submit a proposal that addresses the following areas:

- 5.5.6.2.1. Windows
- 5.5.6.2.2. Walls
- 5.5.6.2.3. Doors and Locks
- 5.5.6.2.4. Other Room Access Means
- 5.5.6.2.5. Motion Intrusion Detectors
- 5.5.6.2.6. Closed Circuit TV
- 5.5.6.2.7. Special Key Control
- 5.5.6.2.8. Medical Supply Rooms and Closets
- 5.5.6.2.9. Electronic Physical Access Control Systems (PACS)
- 5.5.6.2.10. Robbery/Panic/Duress Alarms

**5.6. PRIVACY STANDARDS:**

- 5.6.1. 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.
- 5.6.2. Veterans must be provided adequate visual and auditory privacy in the interview area.

5.6.3. 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.

- 5.6.4. Patient dignity and privacy must be maintained at all times during the course of a physical examination.
- 5.6.5. 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; unless there is an emergency requiring immediate access.
- 5.6.6. 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.
- 5.6.7. 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.
- 5.6.8. Patients who are undressed or wearing examination gowns must have proximity to women's restrooms that can be accessed without going through public hallways or waiting rooms.
- 5.6.9. 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.
- 5.6.10. 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.
- 5.6.11. Restrooms must also provide at least one changing table for infants.

5.7. **Billing-CPT CODES:** The Contractor shall adhere to the most current procedural terminology (CPT) coding standards used for primary care and mental health 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>
90801, 90804, 90806, 90808, 90847, 90853	Individual Psychotherapy (Mental Health)
90847, 90847	Group/Family Psychotherapy (Mental Health)
99201-99215	Office or Other Outpatient Services (Primary Care)
99241-99245	Consultations
99354-99355	Prolonged Services Face to Face
99441-99443	Telephone Calls to Patient or Other Health Care Professionals
99381-99397	Preventive Medicine Service
99401-99429	Counseling and or Risk Factor Reduction Intervention
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.
69000-69200 69210	Ear: Simple procedures (e.g., drainage ext. ear abscess, removal foreign body).
65205	Eye: Superficial removal of foreign bodies.
<b>70010TC-76499TC</b>	Diagnostic Radiology and Diagnostic Imaging shall be performed with the exclusion of invasive procedures, Fluoroscopy, MRI, CT, Nuclear Medicine, and Ultrasound ultra sound. Contract services include technical and professional component. <i>Mammography will be fee based to a certified mammography center in the area.</i>
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, glycated 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.</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.
10060, 10061, 10120, 10121, 10140, 11042, 11043, 11044, 11720, 11721, 11730, 11732, 20600, 20605, 20550, 64450, 97597, 97598	Podiatry Services

**5.8. Billable Roster:**

5.8.1. Additions to Billable Roster

5.8.1.1. Contractor 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.

5.8.1.2. VAPHS has the sole authority to assign Veterans who are treated by the Contractor into the Primary Care Management Module (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 VAPHS. The Contractor is responsible for notifying VAPHS through electronic shared-drive spreadsheets of newly seen Veterans at the Contractor's site that are not already assigned in the PCMM software program. VAPHS 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.

5.8.1.3. 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, VAPHS 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 VAPHS 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 VAPHS. 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.

5.8.1.4. 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. (Podiatrist, 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.

**5.8.2. Removal from Billable Roster**

5.8.2.1. The Contractor is responsible for confirming with the VAPHS 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 12 months, i.e. not have a visit with one 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 6.7.2.5.9-12, in paragraph 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.

- 5.8.2.2. 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 VAMC. In the event that a decision cannot be reached at the clinical level, referral shall be made to the Contracting Officer (CO) for final determination. This decision shall be binding.
- 5.8.2.3. Contractor, with approval of the Chief of Primary Care Service Line, may disenroll a Veteran (remove from billable roster) for legitimate cause that may include:
  - 5.8.2.3.1. Repeated disruptive behavior in clinic;
  - 5.8.2.3.2. Threatening behavior towards CBOC personnel;
- 5.8.2.4. 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.
- 5.8.2.5. VAPHS has ultimate authority to remove from the billable roster, at any time, an enrolled Veteran from the responsibility of the Contractor. VAPHS will notify the Veteran (with the exception of par. 6.7.2.5.9-12 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:
  - 5.8.2.5.1. The Veteran loses eligibility for VA care.
  - 5.8.2.5.2. The VA decides that removal from the billable roster is in the best interest of the Veteran.
  - 5.8.2.5.3. The Veteran was found to have falsified the application for VA services, and approval was based on false information.
  - 5.8.2.5.4. 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.
  - 5.8.2.5.5. 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.
  - 5.8.2.5.6. 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.
  - 5.8.2.5.7. 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.
  - 5.8.2.5.8. 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.
  - 5.8.2.5.9. Death of the Veteran.
  - 5.8.2.5.10. When a Veteran moves to another area.
  - 5.8.2.5.11. When a Veteran receives his/her primary care elsewhere.

- 5.8.2.5.12. The Veteran receives no Vesting Visit treatment from the Contractor within one (1) year of their last visit *as defined in this PWS*.
- 5.8.2.5.13. 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 (6.7.2.5.9-12) above.
- 5.8.2.6. For Veterans removed from the billable roster under the “per Veteran [member] per month (PMPM)” capitation payment method, the Contractor will be paid the monthly capitation rate for the full month in which the date of removal occurred.
- 5.8.2.7. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VAPHS 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.

**5.8.3. Monthly Billable Roster and Invoice Reconciliation:**

- 5.8.3.1. Monthly billable roster and invoice reconciliation shall take place as follows:
- 5.8.3.1.1. VAPHS shall present to the Contractor the VA billable roster for the applicable month to be invoiced.
- 5.8.3.1.2. The Contractor shall reconcile VAPHS billable roster with its records, negotiate any differences between its records and the VA billable roster, and invoice the VA.
- 5.8.3.1.3. The VA shall certify the Contractor’s invoice.
- 5.8.3.2. No later than the seventh (7th) workday of each month, the VAPHS 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 VAPHS “billable roster” for the applicable month to be invoiced. This list will represent the Veterans for whom the VAPHS 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 12 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, 2009 will cover the time frame of October 1, 2008 through September 30, 2009.) 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 12 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.
- 5.8.3.2.1. VAPHS will also provide the Contractor with an alphabetically arranged list 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 12 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.
- 5.8.3.2.2. Veteran names that come to either the VAPHS’ 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 VAPHS for any previous months that may have passed during which time VAPHS 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.

5.8.3.3. The Contractor shall reconcile VAPHS billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding VAPHS 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 VAPHS 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.

5.8.3.4. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data, VAPHS 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.

## 5.9. INVOICING AND PAYMENT:

### 5.9.1. Department of Labor Wage Determination

5.9.1.1. Contractor is responsible for accessing the Department of Labor website at [www.wdol.gov/sca.aspx](http://www.wdol.gov/sca.aspx) and printing the Wage Determination for the location where services are to be performed.

5.9.1.2. Service employees who will be employed in the performance of the contract shall be paid no less than the wages as indicated in the applicable Wage Determination.

5.9.2. 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.

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

5.11. 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.

5.12. Invoices must include the following three separate categories:

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

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

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

5.13. 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.

5.14. 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. Invoices shall also reference the following:

5.14.1. Contract Number

5.14.2. Month Being Invoiced

5.14.3. Number of Patients Being Invoiced

5.14.4. Capitation Rate

5.14.5. Total Amount Due

5.15. Invoices shall be submitted to:

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin, TX 78714-8971

- 5.16. 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 patients subsequently deemed ineligible by VA. Reimbursement will be at the per member per month rate found in the Fee Schedule. In accordance with the *Description/Specifications/Performance Work Statement* Section, the VA is required to verify patient eligibility within twenty-four (24) hours from the time the Contractor requests an eligibility determination for each applicant.
- 5.17. 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).
- 5.18. **ELECTRONIC FUNDS TRANSFER PAYMENT METHOD:**
- 5.18.1. Payments under this contract will be made by the Electronic Funds Transfer Payment Method. In accordance with FAR 52.232-34, *Payment by Electronic Funds Transfer--Other than Central Contractor Registration*, the Contractor must provide the requested information by completing the SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form and submitting it to VA Financial Services Center, ATTN: Vendorizing Team, PO Box 149971, Austin Texas 78814 or faxing it to VA FSC Vendorizing Team at 512-460-5221 fifteen (15) days prior to submission of the first request for payment under this contract, unless already enrolled in Electronic Funds Transfer (EFT). The Contractor is also required to register in the System for Award Management (SAM) at <http://www.sam.gov>.
- 5.18.1.1. VA published the final rule requiring vendors to submit invoices electronically to the Financial Services Center (FSC) in the November 27, 2012 Federal Register. The rule became effective December 27, 2012.
- 5.18.1.2. The FSC's electronic invoicing system provides a variety of flexible solutions for all vendor types, including small businesses, and does not require any vendor transaction fees. More information on the FSC electronic invoicing process can be found at <http://www.fsc.va.gov/einvoice.asp>
- 5.19. **PROCEDURE REGARDING THIRD PARTY RESOURCES:**
- 5.19.1. VAPHS 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.
- 5.19.2. 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 VAPHS for recovery from third party liable sources the value of services rendered. All such cases will be referred to the MCCR (Medical Care Cost Recovery) Section at VAPHS.
- 5.20. 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 faxed to the MCCR Section at (412) 822-1109. 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 VAPHS 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 VAPHS to support billing.

5.21. 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=mw41UM3oLqbl2AWch4HwBw&ved=0CBIQFjAA&usq=AFQjCNHAqetaMlvcgLUkzUyfyRSOz0Dmnw>) also should be faxed to the MCCR at (412) 822-1109. If the Veteran refuses to consent, the Contractor shall document the refusal and notify the Supervisor, MCCR at (412) 822-1070.

5.22. **“VETERANS ONLY” CLINIC REQUIREMENTS FOR CO-LOCATED FACILITIES:** To meet VAPHS’s requirements for a “Veterans Only” clinic in a co-located facility, the CBOC must have separate signage, a separate waiting room, and dedicated staff for the CBOC. The clerical/administrative personnel who check patients into and out of the clinic, respond to questions, and resolve issues for veterans must be working with veterans only. Contractor CBOC employees must be working with one computer system only (VA’s VISTA and CPRS system). 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. The exam room/treatment area must be separate. 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.

5.23. **CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6):**

Appendix C to VA Handbook 6500.6 is included as Attachment #7. The following language from Appendix C is applicable to this procurement: Paragraphs #2a, b, e, #3a, b, c, d, e, f, g, h, j, k, #6(all), #7(all), #8, #9(all). Additionally, Contractor employees requiring computer access must sign and comply with Appendix D Contractor Rules of Behavior.

5.24. **NEWLY HIRED EMPLOYEES:**

5.24.1. The contractor shall communicate to the COR when recruiting is occurring for clinical, technical, or administrative positions within the clinic. Once the contractor has selected the candidate and the applicant has accepted employment, the Contractor shall notify the COR via completing the new hire form. The contractor shall also submit the new hire’s resume, curriculum vitae, or application completed Contract Security Forms, Background Investigation form, Optional form 306, Vet Pro form and Vet Pro release, and email or faxed to COR. Other forms may/may not be needed and will be provided as the paperwork is received. The COR will distribute to the Contracting Officer and Credentialing staff. Finger printing needs to be accomplished on site, unless notification is received by COR.

- Confirmation of the finger print date is to be forwarded to the COR. In addition each contract employee self-enrolls for a profile on the VA TMS by visiting <https://www.tms.va.gov/plateau/user/login.jsp>
- VA Information Privacy and Information Security Awareness and Rules of Behavior
  - Privacy and HIPPA Focused Training

5.24.2. After completion of the Information Security modular trainings, the employee is required to notify the COR. The employee’s computer access (username/password) will not be



established until the certificates are verified by the Pittsburgh VAMC. The employees start date could be affected if the trainings are not completed in a timely manner.

- 5.24.3. The Contractor will not permit any employee to begin work at a CBOC prior to confirmation from the Pittsburgh VAMC 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).
- 5.24.4. If the contract personnel is hired within a clinical capacity (e.g. physician, physician assistant, nurse, dietitian, phlebotomist, social worker, etc.) the new hire is required to be credentialed by the Parent Facility. The COR will initiate the credentialing process once all the required paperwork has been received. The new hire cannot start working until the credentialing process has been completed and approved by the Pittsburgh VAMC's Credentialing Department. It is recommended that the employees start date reflects time for the credentialing process to be completed.
- 5.24.5. It is the responsibility of the Contractor/ new employee to ensure that all appropriate documentation is submitted to the COR within an appropriate time frame.

5.25. **ADMINISTRATIVE REQUIREMENTS FOR CONTRACTOR EMPLOYEE  
COMPETENCIES:**

- 5.25.1. The Contractor is required to maintain records that document competence/performance level of Contractor employees providing services under this contract in accordance with Joint Commission, and other regulatory body requirements including annual safety training and competency assessment.
- 5.25.2. Documentation of annual competencies shall be provided to the VAPHS COR for primary care as appropriate. Employees shall not engage in tasks for which competency documentation has not been provided to the VAPHS COR.

5.26. **GENERAL LIABILITY INSURANCE REQUIREMENT :**

The Contractor shall maintain, throughout the term of this contract, general liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Proof of insurance shall be provided to the Contracting Officer prior to commencement of performance of services under this contract.

## **B.4 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 Medical Center, 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 one year from date of award plus four (4) one-year options that may be

exercised by **VAPHS NCO 04 Contracting Officer**. The contract is subject to the availability of funds.

### 3. HOURS OF OPERATION/WORK HOURS:

3.1. Business Hours: Services shall be available from the contractor Monday through Friday, 8:00 AM to 4:30 PM. Evening and Saturday hours are permitted and encouraged with scheduled visits being no earlier than 8am and no later than 8pm. Contractor shall be responsible for notifying patients and the COR if clinic hours of operation change. Services will not be scheduled on a Federal holiday. 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

Note: If days are specifically declared by the President of the United States to be a national holiday (for example a day before or after Christmas) then the CBOCs must adhere to VAPHS Medical Director decision. With VAPHS's commitment to the 24/7 care of our Nation's Veterans, our hospital is committed to running clinical business operations as usual. Employees required to support inpatient and outpatient clinical business operations will be expected to report on the "specially declared federal holidays", if currently scheduled. Any existing patients scheduled for appointments on those dates should not be cancelled. The Medical Center Director will have the final decision for any closing of the clinic.

3.3. The Contractor shall be required to obtain approval from VAPHS Director through the COR prior to closing the CBOC for any reason during the regular administrative work hours.

3.4. When the clinic is cancelled by the provider (cancel by clinic) then the patient must be rescheduled within 7 days of the scheduled appointment. Providers are encouraged to give a 90 day notice of any planned leave. In the event of a short notice call off by a provider, the scheduled patients who arrive will be seen that day by another provider if desired; or offered an appointment with their assigned provider within 7 days.

### 4. PERSONNEL POLICY:

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- general liability
- workers compensation
- professional liability insurance
- health examinations
- income tax withholding, and
- social security payments.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

### 5. RECORD KEEPING:

The VA Medical Center, shall establish and maintain a record keeping system that will record the hours

worked by the contractor employee(s). Contractor's employee(s) shall report to Administrative Officer, or designee upon arrival at the .

#### 6. CONTRACT PERFORMANCE MONITORING:

VA official's will responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

#### 7. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:

a. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

c. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

## **B.5 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. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and

operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical

history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

### 3. 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,  
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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.

#### 4. 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-day's 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.

(End of Clause)

## IT CONTRACT SECURITY

### 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. 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. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

## 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 clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

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 on site 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. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. 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.

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.

#### 4. 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 business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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.

## 5. 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.

## 6. 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:

- Sign and acknowledge electronically understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems.
- Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training.
- Successfully complete the appropriate VA privacy training and annually complete required privacy training.

- 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.
- Training must be completed in VA's TMS system (<https://www.tms.va.gov/>). Contractors must use the TMS Management Self Enrollment method to complete the training in TMS. The COR must ensure that all contractors are validated in the PIH domain. Proof of training completion must be verified and tracked by the COR.

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.6 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.7 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

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.

(End of Clause)

## **B.8 RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS**

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of

1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

## SECTION C - CONTRACT CLAUSES

### C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(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).

- [X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (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.
- [X] (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  
Registered Nurse I-IV  
[www.wdol.gov/sca/asp](http://www.wdol.gov/sca/asp)

Monetary Wage-Fringe Benefits  
GS-7 to GS-12

(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 June 1, 2016 through May 31, 2021.

(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 \$1,380,000, 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 \$17,910,000;

(2) Any order for a combination of items in excess of \$17,910,000; 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 60 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 contract expiration.

(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 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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

(End of Clause)

## **C.8 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)**

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

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 *U.S.C. 401 or 402* and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.



(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of Clause)

## **C.9 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## **C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## **C.11 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

(End of Clause)

### **C.12 52.242-13 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

### **C.13 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.14 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.15 852.219-9 VA Small Business Subcontracting Plan Minimum Requirements**

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.

(f) Fiscal Year 2016, which includes the base year period of performance of the resultant contract, goals are:

Small Business – 17.5%

Service Disabled Veteran-Owned Small Business – 3%

Veteran-Owned Small Business – 5%

HUBZone – 3%

Small Disadvantaged Business – 5%

Woman-Owned Small Business – 5%

(End of Clause)

## **C. 16 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS**

(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, e-mail, 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.17 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:

\$1,000,000 per Occurrence and \$3,000,000 per annual policy year aggregate. Primary (basic) limits are \$500,000 per occurrence and \$1,500,000 per annual aggregate and Medicare limits are \$500,000 per occurrence and \$1,500,000 per annual aggregate in excess of the primary coverage or types and amounts as required within the application jurisdiction whichever is higher.

***Rates are Predetermined by Veteran's Administration Central Office, as per Office of Regional Counsel, U.S. Department of Veterans Affairs.***

(End of Clause)

## **C.18 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 Pennsylvania. 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)

### **C.19 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012

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

Attachment 1: List of VA Laboratory Contacts, Specimen Collection Containers, and Waived Testing List

Attachment 2: Emergent Prescription Dispensing for CBOC Patients

Attachment 3: Medication Inspection Form

Attachment 4: Government Furnished Equipment

Attachment 5: Quality Assurance Surveillance Plan

Attachment 6: Past Performance Questionnaire

Attachment 7: VA Handbook 6500.6 Appendix C

Attachment 8: VA Handbook 6500.6 Appendix D – Contractor Rules of Behavior

Attachment 9: Department of Labor Wage Determination 2005-2451

Attachment 10: Rate Breakdown Spreadsheet for Price Proposal



## SECTION E - SOLICITATION PROVISIONS

### E.1 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) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *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.

(f) 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.

(g) *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.

(h) *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.

(i) 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.

(j) *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.

(k) *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>.

(l) *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.1.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS**

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:

Reference paragraph (b) under referenced provision FAR 52.212-1 Submission of Offerors.

Additional information required for Offerors Request for Proposal submissions.

Offers are to be sent to:

Department of Veterans Affairs  
Network Contracting Office 4  
Butler VA Healthcare  
325 New Castle Road  
Room 333 West  
Butler, PA 16001  
Attn: Bethany Diaz

**All offers must be received by Thursday November 12, 2015, 3:00 PM EST.**

Reference paragraph (c) under referenced provision FAR 52.212-1. This paragraph is tailored to read as follows:

(c) Period of acceptance of offerors. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offerors.

The following two (2) paragraphs under referenced provision 52.212-1 are hereby deleted:

(e) Multiple offers

(h) Multiple awards

Veterans Health Association (VHA) current Socioeconomic Goals as of 2015

Small Business – 17.5%  
Service Disabled Veteran-Owned Small Business – 3%  
Veteran-Owned Small Business – 5%  
HUBZone – 3%  
Small Disadvantaged Business – 5%  
Woman-Owned Small Business – 5%

Any subcontractor utilized by Contractor for the provision of services required under this contract must meet the same qualifications specified herein for Contractor, as appropriate to the work being performed. Contractor must obtain prior approval from the Contracting Officer for subcontractor(s) utilized.

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. 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.

Each subcontracting Plan is required to be submitted with Request for Proposal according to the deadline date of **Thursday November 12, 2015, no later than 3:00pm EST**, according to SF 30 Amendment #4 VA244-14-R-0109/A0004, Block 14 Description of Amendment/Modification.

#### **E.1.2.1 PROPOSAL INSTRUCTIONS TO OFFERORS SUBMISSION:**

(a) Offerors shall submit an Offer for all Line Items in the Schedule of Services.

(b) Offerors will submit their complete Proposals in two (2) separate Binders/Envelopes, one marked Price Proposal and one marked Technical Proposal, each to include the submissions indicated below. All offerors must re-submit their proposals via CD. The proposals submitted via CD shall be labeled Price Proposal and Technical Proposal. All proposals submitted via CD shall have a table of contents and follow the outline described for the written proposals. Complete Proposals must be received no later than date and time stated in Block 8 of Standard Form 1449. Offerors should note that the Government may award on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from both cost/price and technical standpoints.

(c) An original plus two (2) copies of the Price Proposal must be submitted, and an original plus six (6) copies of the Technical Proposal must be submitted. Original signatures are required on both copies of the (Page 1) SF 30 Block 15a-c and (Page 2) SF 1449 Block 30a - c. All proposals and subcontracting plans are due no later than November 12, 2015 at 3:00pm EST to Bethany Diaz at the following address listed below. A courtesy Copy of proposals may be sent via email to [bethany.diaz5@va.gov](mailto:bethany.diaz5@va.gov) (724)285-2262.

Department of Veterans Affairs  
Network Contracting Office 4  
Butler VA Healthcare  
325 New Castle Road  
Room 333 West  
Butler, PA 16001  
Attention: Bethany Diaz

### E.1.2.2 PRICE PROPOSAL

The price proposal will contain:

(a) The SF 1449 (Page 1) *Solicitation/Contract/Order for Commercial Items*, on which the offeror has completed blocks 12, 17a, 17b, 30a, 30b and 30c;

(b) Acknowledgement of solicitation amendments (if any).

(c) Offeror's Pricing on within the *Schedule of Services and Prices/Costs Section, pg. 4 for Base Year and Option Periods for Primary Care PMPM* and

(d) Completed Representations and Certifications at FAR 52.212-3, *Offeror Representations and Certifications--Commercial Items* Article #E12 or; Offeror may complete annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>.

(e) PRICE BREAKDOWN: Capitation rates will be evaluated using price analysis. If the price cannot be determined fair and reasonable, then cost analysis will be performed on the following cost elements to determine cost reasonableness and/or realism:

- Staffing
- Start-up Costs
- Property Procurement
- Renovations
- Procurement of Equipment
- IT Infrastructure/Utility Connections
- Operating Costs
- Rent
- Utilities
- Recurring Supplies & Services
- Profit & Overhead
- Marketing Activities
- Insurance Costs (Liability & Malpractice)

Please use the spreadsheet provided in Attachment #10 for the submittal of this breakdown.

### **E.1.2.3 TECHNICAL PROPOSAL**

(a)The Technical Proposal will address evaluation factors 1, Technical Approach (including all Subfactors a-c) and 3 Veteran Preference. Each has a suggested list of information/documentation to be provided by the Offeror which will support the Government's evaluation of those factors. For each factor, Offeror should respond in narrative form, and address each element of information and/or documentation requested, in the sequence listed. This is not intended to restrict the Offeror from answering in as much detail as he/she deems necessary to adequately address each technical factor, and Offerors are free to provide any supplemental information, i.e. information not expressly requested below, but relevant to the Government's evaluation of the particular factor being considered.

(b)The Offeror's response to the Past Performance portion of the technical proposal (Factor 2) will be submitted separately, prior to the proposal due date, utilizing Attachment #6 – Past Performance Questionnaire, as detailed below in Section E.1.2.4. Questionnaires will be sent directly from the Offeror's reference to the Contract Specialist as noted on the form.

(c) Offeror must identify any business Partners (e.g. a joint venture arrangement) and/or any Subcontractor(s) proposed to be utilized for the provision of contract services. All elements applicable to the utilization of Subcontractors must be addressed in the technical proposal. The Government may award on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from cost/price and technical standpoints.



**E.1.2.4 . EVALUATION FACTORS FOR AWARD:**

Proposals will be evaluated based upon the factors and criteria set forth below. Factors are listed in descending order of importance; and Technical Approach sub-factors are of equal importance, relative to each other. Non-price factors, when combined, are significantly more important than price. Each offeror must submit a Price Proposal and submit written information that pertains to its relative technical capability, including past performance. No pricing shall be submitted with Offeror’s Technical Proposal.

Proposals will be evaluated on an Adjectival Rating scale, see chart below:

ADJECTIVAL RATING	DESCRIPTION
EXCELLENT	Comprehensive and complete in all details. Exceeds requirements and objectives. Proposal contains strengths that will significantly benefit the Government and outweigh minimal, if any, weaknesses.
GOOD	Substantial response in clearly definable detail. Meets all critical requirements. Weaknesses are readily correctable and not significant. Proposal contains strengths that may benefit the Government.
FAIR	Generally meets the minimum requirements. One or more weaknesses that may require significant correction. Response may not convey thorough understanding of the requirement.
POOR	Lack of essential information to substantiate data presented. Recitation of the solicitation document with no clear understanding of the requirement. Proposal contains minimal strengths, which are outweighed by multiple weaknesses which would require extensive correction.
UNSATISFACTORY	No understanding of requirements or omissions in major areas. No data. Material deficiencies exist. Award could not be made without a complete overhaul of proposal. Fails to meet requirements.

***Definitions of Key Technical Merit Evaluation Terms***

**Deficiency** – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Strength** – Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.

**Weakness** – A flaw in a proposal that increases the risk of unsuccessful contract performance.

**FACTOR 1: TECHNICAL APPROACH**

The technical proposal will address Sub-factors a through c. Each has a list of information/documentation to be provided by the Offeror which will support the Government’s evaluation of that factor. For each sub-factor, Offeror shall respond in narrative form, and address each element of information and/or documentation requested, in the sequence listed. This is not intended to restrict the Offeror from answering in as much detail as he/she deems necessary to adequately address

each technical factor, and Offerors are free to provide any supplemental information, i.e. information not expressly requested below, but relevant to the Government's evaluation of the particular factor being considered. Sub-factors will be evaluated individually and assigned a rating; the sub-factor ratings will then be combined together to determine the overall rating for the Technical Approach factor.

Offeror must identify any business Partners (e.g. a joint venture arrangement) and/or any Subcontractor(s) proposed to be utilized for the provision of contract services. All elements applicable to the utilization of Subcontractors must be addressed in the technical proposal. The Government may award on the basis of initial offers received, without discussions; therefore, each initial offer shall contain the offeror's best terms from cost/price and technical standpoints.

**Sub-factor a: Technical Capability:**

1.1 The Government wants assurance that the selected firm is capable of performing mission-critical support services. The Government wants assurance that an offeror's capability is exemplified by appropriate resources and understanding to implement the requirements of the PWS. The Government is interested in the offeror's efficient and realistic approach to improving the organization's ability to provide for primary care services to Veterans.

1.2 Offeror shall provide a clear, logical plan for organizing the tasks and feasible methods for delivery of primary care services at location specified in the solicitation. The proposed approach shall address offerors' understanding of the Government organization needs, as well as the degree to which the offeror understands primary care services and appropriateness of care, access, and patient satisfaction. Describe the capability to recruit adequate VA credentialed professional staffing to meet the needs of the requirements of the PWS. Describe and list the numbers of support staff and describe the level of training and experience that will be utilized to meet the administrative support functions of this contract. Describe organization structure and management practices relative to the requirements contained in the PWS. Provide a key personnel plan or proposed key personnel and required qualification and training relevance to the work to be performed. Describe capability and/or mechanisms to be used to begin contract performance within required timeframes after contract award including staffing plan for first 90 days of clinic operations. Describe methods for scheduling appointments, means of scheduling staff, and other factors to provide adequate, timely access/service for patients.

1.3 The strength of the offeror's response will be based on the offeror's response to approach for program goals and the methods, resources, schedules and other aspects essential to the performance of the requirements in the PWS. Proposed key personnel qualifications or proposed key personnel plan will be evaluated for relevance to the work and depth of experience which meet or exceed the training and experience requirements for the positions for which each is proposed.

1.4 The Government is interested in recent and relevant experience which relates to operation of a primary care facility requiring a broad scope of functional responsibilities (similar to those described in the PWS), especially those primarily governmental in nature (Department of Veterans Affairs, Department of Defense, or other federal or state entities).

1.5 Offeror shall provide description of Offeror's capabilities, background and relevant information regarding stability and strengths and shall provide evidence of ability to perform the services of this contract.

**Sub-factor b: Coordination and Continuity of Care:** Offerors' efficient and realistic approach to developing, implementing, and monitoring quality of services provided.

2.1 Offeror shall provide a description of the methods by which it will ensure that the CBOC will meet or exceed the Director's Performance Measures including quality measures relevant to Primary Care and

mental health, access measures, and measures related to timely documentation and electronic signing of progress notes and orders, and the Quality Assurance Surveillance Plan (QASP). Describe offeror's plan for ensuring providers have sufficient time to comply with administrative documentation requirements. Contractor's proposed methods will be evaluated on completeness and feasibility.

2.2 Offeror shall provide a description of the methods by which it will limit key staff turn-over, what incentives offeror uses to retain staff, and its contingency plan for handling any provider turnover. Offeror shall describe its capability to recruit adequate staffing to meet the needs of the contract.

2.3 Offeror shall provide a description of its mechanism to schedule qualified physicians and staff to cover the required clinic schedule. Describe contingency plan for covering clinics due to scheduled or unscheduled leave.

2.4 Offeror shall provide a description of the methods by which it will ensure provider panel sizes remain within established parameters. The VHA nationally has established maximum panel sizes for Primary Care providers. From a baseline of 1,200 patients per full time Primary Care physician, the maximum panel size is adjusted upwards or downwards depending on the ratio of support staff to provider FTEE, exam rooms per provider FTEE, and a measure of Primary Care intensity which is determined by disease burden ascertained thru outpatient diagnostic codes and visit rates. CRNP or Physician's Assistant's maximum panel size is set at 75% of physician's. Offeror shall state in the technical proposal for this sub-factor that it will adhere to this panel size requirement. Provide a detailed discussion of how the structure and/or processes of the Contractor shall be adjusted when/if the providers' panel sizes exceed the established requirements.

2.5 Offeror shall provide a description of its mechanism for maintaining continuity of care between the VA and Contractor's facility and continuity of care between private sector and VA care. Many patients enrolled in CBOCs also have a separate non-VA community provider. Describe the processes that will be used to ensure that all relevant medical information from the private sector is both available to the CBOC Primary Care provider and is available in CPRS for viewing by non-CBOC based clinicians (e.g., VA Pittsburgh Healthcare-based clinicians).

2.6 Offeror shall provide a description of its Performance Improvement Program (PIP).

2.7 Offeror shall provide a transition plan, showing its capability and/or mechanism to be used to begin contract performance within one hundred twenty (120) calendar days of contract award. Submit a chart identifying milestones and anticipated achievement dates based on an estimated contract award date of January 31, 2016.

2.8 Offeror shall provide a description of its ADP contingency plan for equipment downtime.

2.9 Offeror shall 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.

**Sub-factor c: Geographical Location, Physical Address, and Facility** (A site visit will be conducted as part of the evaluation process.).

The proposed facility must be located within Beaver County, within the 12<sup>th</sup> Congressional District. All proposed site locations which can effectively serve the respective complete county will be considered. Offerors whose location is outside of these locations will not be considered. There is no requirement to be a specific distance from VA Pittsburgh Healthcare's main facility.

3.1 Offeror shall specify location of proposed facility to be utilized to include street address, city and county. Describe access for unencumbered public access and location of facility in relation to major highways. Describe availability of adequate parking. Include in this description the number of general and handicap parking spaces readily available to the clinic location and the average number of 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. The suggested number of spaces must realistically approximate the “available” spaces at any given time of day, and the average number of Veterans expected to be arriving at the clinic during those “given” times of day.

3.2 Describe handicap accessibility of the facility, including walking distance from parking areas and any alternate entrances/exits available to handicapped Veterans.

3.3 Provide proposed floor plans which indicate square footage of space and indicated use (i.e. primary care, women health, tele-health, reception, storage, integrated VA behavioral health space etc.). Floor plans shall describe compliance with ADA requirements. Describe and provide schedule for renovations which may be required at the physical location in order for offeror to begin to provide required services. Provide a narrative on the responsibility and understanding for low voltage infrastructure, phone system, peripheral devices, installation and support, and consumables.

3.4 Provide a narrative on how the facility’s geographical location on can best provide for maximum access to the Veteran community as defined in the demographic population in the PWS. Provide a narrative on how the facility’s physical location provides for an integrated behavioral health primary care model.

3.5 Offeror will be evaluated to determine whether it has demonstrated understanding of the requirements to provide for a geographical and physical location for primary care which provides for the full range of services required by the PWS and provides for maximum access for the Veteran community. The physical location will be evaluated to determine if it has demonstrated a structural design that is conducive to patient flow. The location will be evaluated to determine if the appearance of the facility is modern, conducive to good business and projects a positive image of the VA.

3.6 Offeror shall provide the number of exam rooms per provider. VHA Handbook 1101.02, “Primary Care Management Manual (PCMM),” recommends 2.5 or greater exam rooms per provider for optimal efficiency. Proposals for this sub-factor will be evaluated based on whether the number of exam rooms per provider at the offeror's facility fails to meet, meets, or exceeds these recommendations.

3.7 Offeror shall provide a description of the clinic configuration/floor plan. Provide a drawing of the proposed layout of the facility. Proposals for this sub-factor will be evaluated based on how offeror’s facility site plan takes into account the tenets of PACT.

3.8 Offeror shall provide a description of the facility’s location in relation to major highways and applicable traffic control characteristics (e.g., traffic lights, stop signs, turn or merge lanes, etc.). Proposals for this sub-factor will be evaluated based on accessibility and safety.

3.9 Offeror shall provide a description of access to amenities (e.g., public transportation, dining, shopping).

3.10 Offeror shall provide a description of its proposed laboratory, including the name and address of any off-site laboratory to be utilized under this contract, for laboratory services not performed at VA Pittsburgh Healthcare. Provide photocopies of College of American Pathologists (CAP) or Joint Commission accreditation, or Clinical Laboratory Improvement Amendments (CLIA) Laboratory

Certificate of Compliance held and current applicable state licensing and/or Center for Disease Control (CDC) accreditation or proof that such documents are being processed.

## **2. FACTOR 2 – PAST PERFORMANCE:**

- a. Offerors shall provide up to three (3) references for previous or ongoing contracts for the same or similar services as called for in this solicitation provided to the Department of Veterans Affairs or other Federal Agencies. If VA or other Federal experience does not exist, then information may be submitted on state or local government or private sector contracts. Past performance information shall be submitted utilizing the Past Performance Questionnaire (Attachment 6 of solicitation); one questionnaire must be submitted for each contract. The Government will only consider relevant work performed within the past five (5) years. The Government will consider no more than three (3) past performance questionnaires in total, for the prime contractor as well as any subcontractor, teaming partners, or joint ventures. Offerors are encouraged to submit their three most relevant examples of past performance. In the event more than three questionnaires are received, the Government will evaluate only the first three, according to the order in which they are received.
- b. Past performance information is required on the prime contractor, as well as any subcontractors, teaming partners, or joint ventures that will be performing at least 20% of the proposed work. Offerors may also provide information on problems encountered on these identified contracts and the offeror's corrective actions. In addition, provide evidence of any past adverse actions by state, local or federal regulatory agencies (such as citations, notice of violations, etc.).
- c. Failure to provide any information may result in the offeror being removed from consideration for award (NOTE: An offeror with no past/present performance experience should still submit the Past/Present Performance document with an explanation that it has no recent or relevant experience). In accordance with FAR 15.305, offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance may not represent the most advantageous proposal to the Government. Past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that perform major or critical aspects of the requirement may be used, as appropriate, as part or all of the past performance evaluation. The Government will evaluate the offeror's demonstrated record of contract compliance in supporting VA Pittsburgh Healthcare Community Based Outpatient Clinic Services that meet user's needs as identified in the Past Performance Questionnaire (Attachment #6 of Solicitation). In evaluating the offeror's past performance record, information may be obtained through the Past Performance Information Retrieval System (PPIRS), or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. The Government will place more weight and consideration on more relevant and recent past performance information.
- d. Offerors are responsible for providing a past performance questionnaire (Attachment #6 of Solicitation) to each company they list as a reference. The offeror shall ensure that their references complete the Past Performance Questionnaire and return them by e-mail to [Bethany.diaz5@va.gov](mailto:Bethany.diaz5@va.gov). Questionnaires should not be received directly from Offeror, but from Offeror's reference(s). Please ensure that this information is submitted on or before the proposal due date as stated on the front of the Standard Form 1449.

- e. The Government will evaluate Past Performance for both relevancy and quality. The Government may contact references and contact parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror's Past Performance. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete Past Performance information (including completed questionnaires) rests with the offeror. The Government reserves the rights to obtain and evaluate Past Performance information from any source it deems appropriate.

### 3. FACTOR 3 – VETERAN PREFERENCE

- a. Offerors are required to check one of the lines below and return this certification with their proposal.

(1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70 (Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors). Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

(2) For Non SDVOSB/VOSB Offerors Proposing to Subcontract to SDVOSBs/VOSBs: To receive some consideration under this Factor, an 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 (<http://www.VetBiz.gov>) in order to receive some consideration under the Veterans Involvement Factor.

**Select one below and provide required information listed above:** (All replies that are not completed will be scored as N/A)

- SDVOSB (registered and verified in VIP)  
 VOSB (registered and verified in VIP)  
 Non-Veteran proposing to subcontract with SDVOSB/VOSB (registered/verified in VIP)  
 N/A

- b. SDVOSB & VOSB STATUS – Evaluation Method

All Offerors shall provide a certification with their proposal indicating their status as an SDVOSB/VOSB or that they are proposing to subcontract with an SDVOSB/VOSB if applicable to their proposal. Consideration will be given to SDVOSB/VOSB offerors and those offerors subcontracting with SDVOSB/VSOBs. For those who are proposing subcontracting opportunities, the Offeror's subcontracting plan must be submitted as part of the Offeror's Technical Proposal.

### 4. FACTOR 4 - PRICE

- a. Price will be evaluated as its own factor. Proposals shall include all services as outlined in the Schedule. The total price shall be inclusive of all base year contract line item numbers and option years. The Contract Specialist will perform a price evaluation to determine the reasonableness and realism of proposed price in accordance with FAR 15.404-1(B)(2). The Government will utilize a comparison of proposed prices received in response to the solicitation. Normally, adequate price competition establishes price reasonableness (see FAR [15.403-1\(c\)\(1\)](#)). Capitation rates will be evaluated using price analysis. If the price cannot be determined fair and reasonable, then cost analysis will be performed on the following cost elements to determine cost reasonableness and/or realism.
- i. Staffing
  - ii. Start-up Costs
  - iii. Property Procurement
  - iv. Renovations

- v. Procurement of Equipment
- vi. IT Infrastructure/Utility Connections
- vii. Operating Costs
- viii. Rent
- ix. Utilities
- x. Recurring Supplies & Services
- xi. Profit & Overhead
- xii. Marketing Activities
- xiii. Insurance Costs (Liability & Malpractice)

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, including potential 6-month extension accomplished via exercise of FAR 52.217-8. Offerors will not be asked to price the 6-month extension; rather the price will be generated by multiplying out the pricing for the final option over the course of 6 months. 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).

- b. **Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals) technical and functional capabilities of the offeror.
- c. **Realism** is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

(End of Addendum to 52.212-1)

## **E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(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:

- Factor 1: Technical Approach
  - Sub-factor a: Technical Capability
  - Sub-factor b: Coordination and Continuity of Care
  - Sub-factor c: Geographical Location, Physical Address, and Facility
- Factor 2: Past Performance
- Factor 3: Veteran Preference
- Factor 4: Price

Evaluation factors are listed in descending order of importance and sub factors (a-c) are of equal importance. All non-price factors (Factors 1-3) when combined, are significantly more important than price.



(b) *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).

(c) 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 offer'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.

(End of Provision)

### **E.3 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.4 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.5 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

## **E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)**

The 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 (p) 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.

“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.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and



(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 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) *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)(10)(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.

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[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
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_____	_____
_____	_____

\_\_\_\_\_

[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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) 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 (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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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.

(3) If the Offeror indicates “yes” in paragraph (p)(2) 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.7 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (FFP/IDIQ) contract resulting from this solicitation.

(End of Provision)

## **E.8 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:

Shawn Smith

Medical Sharing Branch Chief  
Hand-Carried Address:

Department of Veterans Affairs

VA Pittsburgh Healthcare System  
Acquisitions (90C-A)  
1010 Delafield Road  
Pittsburgh PA 15215-1802  
Mailing Address:

Department of Veterans Affairs

VA Pittsburgh Healthcare System  
Acquisitions (90C-A)  
1010 Delafield Road  
Pittsburgh PA 15215-1802

(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.9 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.10 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)

#### **E.11 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.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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.13 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.14 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.15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

<b><u>FAR</u> <u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
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 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 Document