

ATTACHMENT 1

<h2>PAST PERFORMANCE SURVEY</h2>

REFERENCE INSTRUCTIONS: The Department of Veterans Affairs, VISN-17, is considering the Offeror listed above for award of a VA contract. Your comments would be appreciated regarding this firm's past performance. The intent of this form is to evaluate **Psychiatry Services**. Your comments are considered Source Selection Sensitive. Therefore, you are advised that the Federal Acquisition Regulation (15.506) prohibits the release of the names of individuals providing reference information about Offeror's past performance. Survey should be completed by *evaluator* and returned **no later than** the closing date of the solicitation. Responses may be submitted either via fax to (972)708-0892, ATTN: **Yomika Brock**; or e-mail to yomika.brock@va.gov.

Name of Contractor being evaluated: _____

1. What services were provided?
2. How long has your company had a contract with this contractor? _____
2. What was the total contract award amount? _____
3. Where is the location of this service? _____
4. Have there been late deliveries of performance or other unsatisfactory performance resulting in additional contractual or administrative costs?

Yes _____

No _____

If yes, explain

Please evaluate the past performance using the following ratings without variation. If the rating is Marginal or Unacceptable, please provide additional information in the appropriate block or in the additional remarks section of this form.

"O" = Outstanding = Performance greatly exceeded the contract requirements	
"A" = Above Average = Performance exceeded the contract requirements	
"S" = Satisfactory = Performance met the contract requirements	
"M" = Marginal = Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory	
"U" = Unacceptable = Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory	
Please rate and provide information/comments for the following:	Circle one
1. To what extent did the contractor comply with contract requirements?	O A S M U
2. If reports were required, were they accurate in meeting contract requirements?	O A S M U
3. To what extent did the contractor use appropriate personnel for contract requirements?	O A S M U
4. To what extent did the contractor display technical expertise?	O A S M U
5. Quality control:	O A S M U
Please rate and provide information/comments for the following:	Circle one
1. To what extent was contractor able to meet the performance schedule?	O A S M U
2. What extent was contractor flexible in responding to changing needs?	O A S M U
3. To what extent was the contractor reliable?	O A S M U
4. To what extent was the contractor responsive to technical directions?	O A S M U
5. Have any cure notices, show cause letters, suspension of payment, or termination been issued? If yes, please explain.	O A S M U
1. Would you award another contract to the party being evaluated? If no, please explain.	O A S M U
2. Was the customer satisfied with the end product? If no, please explain.	O A S M U
3. To what extent did contractor notify you of problems or potential problems?	O A S M U

Additional Remarks:

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Signature of Reference:

Date:

Print Name:

Company:

Title:

Telephone:

ATTACHMENT 2

V17-HCR-07 – Contractor Certification

The Contractor certifies 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 Department of Veterans Affairs patient referrals;

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.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors. Signature:

Date: _____

Typed Name and Title: _____

Company Name: _____

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.

CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Representative (COR). If the contractor believes the policies and guidance

provided by the COR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

h. I will report suspected or identified information security/privacy incidents to the COR and to the local ISO or Privacy Officer as appropriate.

2. GENERAL RULES OF BEHAVIOR

a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive

information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, Electronic Media Sanitization to protect VA information. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders.

(12) Ensure that the COR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COR for policies and guidance on complying with this requirement and will follow the COR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

3. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly-available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

4. STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

5. ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

_____	Signature	_____
Print or type your full name		
_____	Date	_____
Last 4 digits of SSN		
_____	Position Title	_____
Office Phone		
Contractor's Company Name:		_____

Please complete and return the original signed document to the COR within the timeframe stated in the terms of the contract.

ATTACHMENT 4

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY U.S. Department of Veterans Affairs – Financial Services Center		
AGENCY IDENTIFIER: 111036183	AGENCY LOCATION CODE (ALC): 36001200	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: P.O. Box 149971 Austin, TX 78714-8971		
CONTRACT PERSON NAME: Customer Support Help Desk – Vendorizing Team		TELEPHONE NUMBER 1-877-353-9791
ADDITIONAL INFORMATION Fax completed form to (512) 460-5221		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 21

Standard Form (SF) 3881 Instructions

Note: All information on the SF 3881 is required. Vendorizing Coversheet must be attached at the time of submission. Any submission missing information will be returned to the sender for completion. Forms are processed in the order of receipt.

Agency Information

1. Vendor must select the preferred ACH format for direct deposit. Check the corresponding box for either CCD+ or CTX format. If no choice is made, this defaults to CCD+.

Payee/Company Information

1. Name
 - A. This must be the legal name for the vendor as on file with IRS.
 - B. If invoice billing or remit to name is different from the legal name, also provide this name as a doing business as (DBA) name.
2. SSN No. or Taxpayer Id No.
 - A. This must be the legal social security number (SSN), federal employer id number (EIN), or federal taxpayer id number (TIN).
3. Address
 - A. This is the correspondence mailing address to include city, state, and zip code. Please do not abbreviate city names.
4. Contact Person Name
 - A. This is the name of the vendor's contact person.
5. Telephone Number
 - A. This is the phone number of the vendor's contact person. Please be sure to include area code. This person may be contacted by VAFSC Vendorizing Team to answer questions related to the vendor's file with VA.

Financial Institution Information – VAFSC does not have wire capability. ACH Direct Deposit is used to make payments.

1. Name
 - A. This is the name of the bank being used for direct deposit.
2. Address
 - A. Address of bank, to include city, state, and zip code. Please do not abbreviate city names.
3. ACH Coordinator Name
 - A. Banks have ACH Coordinators who can answer questions for vendors regarding the process. VAFSC does not use this name. It is for your information only.
4. Telephone Number
 - A. This is the phone number of the bank or ACH Coordinator. This can be useful information if payments reject.
5. Nine-Digit Routing Transit Number
 - A. This number identifies the bank when direct deposits are made.
 - B. This number should begin with 0, 1, 2, or 3.
 - C. Take this number from a *check*, not a deposit slip.
 - (1) Deposit slip routing numbers are internal numbers for bank use only.
 - (2) If you cannot locate your routing number, contact your bank and ask for the routing number for direct deposit.
6. Depositor Account Title
 - A. This is the name on the account.
7. Depositor Account Number
 - A. This is the account number.
8. Lockbox Number
 - A. Lockbox numbers are treated as checking accounts. Please include the lockbox number if there is one.
9. Type of Account
 - A. Please select the type of account used (checking, savings, lockbox). Again, lockboxes are treated as checking accounts.
10. Signature and Title of Authorized Official
 - A. Signature is required on all SF 3881 submissions. The signature must be the owner of the account in cases of individuals or a company official (with title) in cases of companies.
11. Telephone Number
 - A. This is the phone number of the individual or company official who signed the form.

Submit forms by fax to (512) 460-5221 or by mail to PO Box 149971 Austin, TX 78714-8971.