

Draft

PERFORMANCE WORK STATEMENT FOR DEPARTMENT OF VETERANS AFFAIRS, OFFICE OF ASSET
ENTERPRISE MANAGEMENT STRATEGIC SUPPORT SERVICES FOR VA FACILITY DONATIONS

A. GENERAL INFORMATION

1. **Title of Project:** Pilot Donation Acceptance Program Framework, Assessment, and Support.
2. **Scope of Work:** The contractor shall provide all resources necessary to accomplish the deliverables described in this Performance Work Statement (PWS). The contractor shall be responsible for the following:

The contractor shall be responsible for developing a detailed program framework and plan of action, including flowchart, timeline and processes to provide support and expertise as the Department of Veterans Affairs (VA) initiates and executes a Pilot Program on Partnership Agreements to construct new facilities. The program will consist of no more than five (5) donations of real property and facility improvements to VA from either a public or private entity. The scope of the contract shall include the development of all necessary processes and documents to develop a framework to establish the donation program. This will include, but is not limited to, internal and external communication documents, internal approval support documents, and solicitation documentation, for these real property donations.

Section I – Program Establishment

The contractor will support VA in developing the program framework under which VA will manage any current or future facility donation opportunities. This will include the creation of a VA governance structure under which the program will operate, to include policies and procedures, roles and responsibilities, and an approval structure for any potential donation.

Section II – Concept Viability Assessment

Once the program framework/structure is in place, the contractor shall help develop a process to solicit proposals and develop criteria for VA to evaluate facility donation concepts that are submitted to VA, including their viability and how the concepts align with VA's facility needs.

Section III – Feasibility Study and Analysis of Proposed Concepts

The contractor will assist VA by completing a feasibility analysis of the proposed concept. This analysis shall include an evaluation of how the proposed concept aligns with VA's documented long-range capital needs and how the concept will comply with the Department's construction standards.

Section IV – Transaction Support (Option)

Once initial concept feasibility is complete, VA may require transaction support expertise to support the due diligence process prior to VA entering into an agreement with the donor. The contractor(s) will provide transaction services and legal support to validate the proposal to ensure the proposal complies with legislative requirements, assesses financial viability/financial structure, and ensures the project scope aligns with VA's facility needs and incorporates the Department's construction standards. VA's Office of General Counsel is responsible for providing legal advice and services to the Secretary and the managers of all VA organizational components. OGC interprets all laws pertaining

to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC will have sole authority and responsibility for all final decision on all legal matters that arise or relate to any issues under the contract.

3. Background:

VA Strategic Capital Investment Planning (SCIP) process has more than \$50 billion in capital needs over the next 10 years to grow, modernize, and maintain its infrastructure. Even with increases in appropriations, capital needs cannot be met solely by traditional sources. Alternative financing mechanisms such as public-private agreements or donation agreements are critical to help address VA's capital needs.

In December 2016, Congress passed and the President enacted a bill known as the "Communities Helping Invest through Property and Improvements Needed for Veterans Act of 2016" or "CHIP IN for Vets Act of 2016" (H.R. 5099). The Act allows the Department to enter into partnership agreements in order to address infrastructure needs identified through the Department's long-range capital planning process. This new authority offers an alternative mean for VA to meet a portion of its capital need. The authority authorizes the Secretary of Veterans Affairs to carry out a pilot program to accept the donation of up to five facilities and related improvements for use by VA. The Act is contained in Attachment B below.

Specifically, the legislation allows:

- VA to carry out a pilot program to accept up to five donations of real property from non-Federal entities, such as constructed facilities, sites for new facilities, and facilities to be constructed on land under VA's jurisdiction and control.
 - VA may only accept donations consisting of property for which Congress has already appropriated funds; or property that either meets a need under the Department's long-range capital planning process, or property that is for a location identified in the Department's Strategic Capital Investment Planning process priority list within the President's most recent budget submission to Congress.
 - The non-Federal entity must enter into a formal agreement with the Secretary and agrees to independently donate real property, improvements, goods, or services in an amount acceptable to the Secretary, and at no additional cost to the Department.
 - The donor shall conduct all necessary environmental and historic preservation due diligence, and comply with all local zoning and permitting requirements; adhere to the Department's construction standards except as the Secretary determines otherwise; and provide the donated real property, improvements, goods, and services in a manner sufficient to complete the construction of the underlying facility, at no additional cost to the Federal Government.
 - VA may donate funds that Congress has already appropriated for the underlying project.
 - Proposed donors must submit an application seeking to address needs relating to facilities of the Department, including as identified in the Department's Long-Range Capital Plan.
- 4. Performance Period:** The initial period of performance is for 18 months from date of award. If the contract is extended to include the option, the period of performance will be extended for up to five years.

Work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO).

5. **Type of Contract:** Firm Fixed Price.

6. **Place of Performance:** The primary place of performance will be at the contractor's facilities; however, some task orders may require work to be performed at a Government facility. Any work at the Government site shall not take place on Federal holidays or weekends, unless directed by the Contracting Officer (CO).

It is anticipated that Contractor may be required to travel to potential donation sites to speak with local staff, both at the Medical Center and VISN level.

7. **Contract Title:** Strategic Support Services for VA Facility Donations

B. CONTRACT AWARD MEETING

The contractor shall not commence performance on the tasks in this PWS until the CO has conducted a kick-off meeting or has advised the contractor that a kick-off meeting is waived.

C. GENERAL REQUIREMENTS

The following general requirements apply to this contract:

1. The contractor shall identify their proposed technical approach in writing. The contractor's task order quote shall include their proposed labor categories, rates and number of hours by task, together with associated delivery dates and sub milestone dates (if any), and proposed key personnel résumés if not in file. Résumés are not required for clerical personnel.
2. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.
3. Unless otherwise specified, the following schedule requirements apply: Where a written milestone deliverable is required in draft form, the VA will complete their review of the draft deliverable within five calendar days from date of receipt. The contractor shall have seven calendar days to deliver the final deliverable from date of receipt of the Government's comments.
4. The contractor shall provide, via email, minutes of all government-contractor meetings. The contractor shall provide these minutes within one calendar day after completion of the meeting unless otherwise specified in an individual task order.
5. Except for proprietary information in company quotes identified and marked in accordance with FAR 52.215-1(e), the contractor shall not deliver to the OAEM any proprietary products or information of any type in completing the requirements of each task order PWS. The contractor's internal development tools (that is, those development tools not developed for OAEM work and not required by OAEM to install, use, or revise the deliverables) are exempted from this requirement. If the contractor believes an exception to this requirement is necessary for the effective or efficient execution of a task order, the contractor shall request a specific exception, in

writing, to the CO, and shall not use the proprietary tools or information in OAEM work until approval is received from the CO.

6. The contractor shall ensure contract employees maintain an open and professional communication with the staff at the VA facilities. For transparency purposes, email to the CO shall not be blind carbon copied (BCC) to other Government personnel. Complaints or violation validated by the COTR or VA staff will be reported in writing to the CO, OIG, or HCA for action. If the contractor fails to correct validated complaints raised by the COTR and or CO, it will be considered a failure in performance.
7. The CO may require the contractor to meet with the CO, contract administrator, and other Government personnel at least quarterly, and as often as deemed necessary. The contractor may request a meeting with the CO when deemed necessary.

D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Description of Tasks and Associated Deliverables: The contractor shall provide the specific deliverables described below within the performance period stated in Section A.4 of this PWS.

a. Task One: Project Management Plan (PMP) and Briefing

The contractor shall provide a PMP and briefing for the project team, which presents the contractor's plan for completing the task order. The contractor's plan shall be responsive to this PWS and describe, in further detail, the approach to be used for each aspect of the task order as defined in the technical proposal. The contractor shall keep the PMP up to date throughout the period of performance.

Deliverable 1: PMP and Briefing

b. Task Two: Communications

- 2.1 Kick-off Meeting
- 2.2 Status Teleconferences (weekly)

Deliverable 2: Kick-Off Meeting and up to seventy- six (76) weekly Status Teleconferences.

c. Task Three: Program Establishment

The contractor will develop the framework to establish a program under which VA will manage any current or future facility donation opportunity. This will include the creation of a governance structure under which the program will operate, to include policies and procedures, roles and responsibilities, and an approval structure for any potential donation.

Deliverable 3: Initial Program Framework to establish the program structure/concept. Framework should also include the application solicitation and application review processes, and assessment criteria that will be used to ensure donation concept aligns with VA's documented facility needs.

Deliverable 4: Draft and Final policy documents to be used for the establishment of a new donation acceptance program for VA which includes sufficient detail and structure, to include VA defined roles and responsibilities, and steps to follow to implement the program, review and approve potential

donation opportunities, and program oversight procedures once a site is approved.

Deliverable 5: Draft application template and associated support materials, including potential selection criteria.

Deliverable 6: Summary PowerPoint outlining the framework and processes to be provided for presentation to VA Leadership.

Deliverable 7: Standard Operating Procedures for the VA facility donation program and program communication.

d. Task Four: Feasibility Study and Analysis of Proposed Concepts

The contractor will assist the Department by completing a feasibility analysis of the proposed facility donation concepts. Once the solicitation process is complete and VA receives applications that address needs relating to facilities of the Department, the contractor will assess the concepts outlined in the application. The contractor will complete a report that evaluates how the concept aligned with the previously established assessment criteria, including how well the proposed concepts address VA's documented facility needs.

Deliverable 8: Concept feasibility assessment report and summary PowerPoint presentation for VA leadership. The report should include:

- Executive Summary
- Methodology & Data Sources
- Analysis (including each option, sub-options, costs and timing)
- Conclusions
- Appendix: Presentations, data tables/sources, and references

e. Task Five: Transaction and Legal Support (Optional at VA's Discretion)

If the Department decides to proceed and enter into a formal agreement with a donor, VA will require transaction support to complete due diligence (3rd party studies) (including legal support) before finalizing the partnership agreement. Transaction support will include pre-application notice, proposal validation, healthcare needs, financial analysis of proposed donor structure, and financial viability assessment of proposed donation. This task will require the contractor to validate that the donation aligns with VA's facility needs and that the proposal complies with the legislative requirements outlined in the legislation, "CHIP IN for Vets Act of 2016."

Deliverable 9: Transaction assessment for up to five potential donations.

Deliverable 10: For each site in which VA chooses to move forward with a real property donation an action plan and timeline should be provided, to include:

- a. Governance and/or Memorandum of Agreement of between VA and the donating party which will meet all US Federal Government Laws and regulations. This will include the clear areas of responsibilities for each entity on acquisition of property, determining services offered and at what level, staffing, maintenance, repairs and improvements.
- b. Develop Staffing and Resource Plans to include staff needs (management structure, types of expertise, and FTE positions) needed to administer and manage pilot;
- c. Develop Risk Mitigation Plan (Implementation issues, Veterans care, Legal issues, Stakeholder

- Issues etc.);
- d. Include development of an Exit Strategy for each Pilot Project;
 - e. Develop Specific Communication Plan for each project.

E. SCHEDULE FOR DELIVERABLES

See Attachment A Schedule of Deliverables.

1. If for any reason the scheduled time for a deliverable cannot be met, the contractor is required to explain why (include the original deliverable due date) in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response in accordance with applicable regulations.
2. Any hard copy documents the Contractor provides to OAEM must be printed double-sided on recycled paper with at least 30 percent post-consumer fiber.

F. CHANGES TO PERFORMANCE WORK STATEMENT

Any changes to this PWS and all Task Orders shall be authorized and approved only by the CO in writing. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

G. TRAVEL

As required by each task order, the contractor may be required to travel to Washington, D.C., or to other VA locations. Travel and per diem shall be reimbursed in accordance with Federal Travel Regulations. Each contractor invoice must include copies of all receipts that support the travel costs claimed in the invoice. No General and Administrative (G&A) fees or costs, and no other fees or costs shall be added to travel expenses. Local travel within a 50-mile radius from the Contractor's facility is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Local travel within a 50-mile radius from the Contractor's employee's residence is considered the cost of doing business and will not be reimbursed. This includes travel, subsistence, and associated labor charges for travel time. Travel performed for personal convenience and daily travel to and from work at the contractor's facility will not be reimbursed. Travel, subsistence, and associated labor charges for travel time for travel beyond a 50-mile radius of the Contractor's facility are authorized on a case-by-case basis and must be pre-approved by the CO at least 30 calendar days in advance for the requested travel.

H. GOVERNMENT FURNISHED PROPERTY AND INFORMATION

The Government will provide access to the Space Analysis model, Space Calculator tool, and all required data files required for use in these two tools. In addition, the Government will also provide current and projected inpatient and outpatient workload and utilization data and assumptions for both the hospital and surrounding area which will be validated by the contractor.

I. CONTRACTOR EXPERIENCE REQUIREMENTS—KEY PERSONNEL

1. These skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract and subsequent task orders and options. The contractor shall include in the technical proposal for each task order the résumés on all proposed professional and/or technical personnel who will perform the tasks in the task order. Résumés are not required on clerical personnel. The personnel whose résumés are submitted are defined as key personnel. The contractor agrees that the key personnel listed below shall not be removed, diverted, or replaced from work without approval of the CO and COTR (résumés do not need to be provided if it is already in the contract file).
2. Any personnel the contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel that are being replaced. Requests to substitute personnel shall be approved by the COTR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COTR and the CO at least 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete résumé for the proposed substitute, any changes to the rate specified in the order (as applicable) and any other information requested by the CO needed to approve or disapprove the proposed substitution. The CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

Note:

- a. Standards of Conduct. The Contractor shall ensure that personnel assigned to this contract comply with the Standards of Ethical Conduct specified by the Office of Government Ethics at 5 CFR 2635.
- b. Personnel assigned by the Contractor to perform work on this contract shall be acceptable to VA in terms of personal and professional conduct and technical knowledge. The Contracting Officer may notify the Contractor and request that a person be immediately removed from assignment on this contract should any contractor personnel be determined to be unacceptable in terms of technical competency or personal conduct during duty hours. The contractor shall immediately remove and replace the unacceptable on-site personnel at no additional costs to the Government. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced. Employment and staffing difficulties shall not be justification for failure to meet established schedules.
- c. Contractor personnel shall be able to communicate effectively in English, both written and oral.
- d. The contractor shall notify the CO whenever an employee of the United States Government is utilized by the contractor in the performance of the contract. The notification shall include sufficient information for the Contracting Officer to review the matter in accordance with FAR Part 3 and Subpart 9.5.
- e. The contractor shall verify employee eligibility through the E-Verify system.

J. SECURITY REQUIREMENTS

1. The contractor shall follow the following (or other established procedure) contractor personnel security guidance:

a. The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov>

b. To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov>.

c. These provisions shall apply to all contracts in which VA sensitive information is stored, generated, transmitted, or exchanged by VA, a contractor, subcontractor or a third-party, or on behalf of any of these entities regardless of format or whether it resides on a VA system or contractor/subcontractor's electronic information system(s) operating for or on the VA's behalf.

d. Clauses (a) and (b) shall apply to current contracts and acquisition vehicles including, but not limited to, job orders, task orders, letter contracts, purchase orders, and modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301 et seq.

2. The required contractor employee Position Sensitivity level is Limited Risk and the level of Background Investigation is NACI for contractor employees who require access.

3. The designated Government employee will provide the contractor a Background Investigation Request Worksheet within two days of task order award listing the place of performance, type of investigation requested, the VA sponsor and requesting the applicant's name, date of birth, social security number, company name and point of contact, and other required data.

a. The contractor shall complete the Background Investigation Request worksheet and return it within five days of receipt.

b. The CIS will send an email notification to the contractor identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the background investigation.

c. The COTR will notify the contractor when the investigation has been favorably or unfavorably completed and adjudicated by the Government. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from 4. The contractor shall not commence performance prior to the initiation of the process that requests the appropriate investigative action be taken. During the time required to conduct the appropriate investigation, the contractor shall be responsible for the actions of its respective employees until official notification of a favorable determination is received from the Office of Security and Law

Enforcement.

5. Cost of Background Investigations will be borne by the organization requesting the investigation. For contractors and its personnel performing the contract, the VA office or organization that is requesting the procurement will coordinate with the designated contracting officer to ensure VA initiates the necessary investigations and/or screenings for contractor personnel. For those contractors and its personnel, the contractor will bear the cost of such investigations.

6. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default also please reference to VA Directive 0710 for further guidance consideration from working under the contract.

K. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the COTR with a copy to the CO at the conclusion of the task order.

2. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.

3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

L. ORGANIZATIONAL CONFLICT OF INTEREST

The contractor shall disclose any actual or potential organizational conflicts of interest to VA at the time of submitting quotes. The contractor may be precluded from bidding on or working on future contracts in accordance with applicable law and regulations, including the Federal Acquisition Regulation (FAR), including FAR subpart 9.5.

Attachment A – Schedule of Deliverables

| Deliverable No. | Item | Quantity | Due Date |
|------------------------|--|---------------------|---|
| 1 | PMP and Briefing | 1 | Within five work days of Notice to Proceed |
| 2 | Kick-Off Meeting and Weekly Teleconferences | 77 | Weekly within 7 days of Notice to Proceed |
| 3 | Initial Program Framework | 1 Draft and 1 Final | Three (3) weeks from contract award |
| 4 | Draft and Final Policy Documents for VA | 1 Draft and 1 Final | Draft: Six (6) weeks from contract award; Final: Ten (10) weeks from contract award |
| 5 | Draft application template and support materials, including selection criteria | 1 | Four (4) weeks from contract award |
| 6 | Summary PowerPoint outlining framework and Processes | 1 | Ten (10) weeks from contract award |
| 7 | Standard Operating Procedure (SOP) for VA facility donation program | 1 | Ten (10) weeks from contract award |
| 8 | Concept feasibility assessment report and summary PowerPoint | 2 | Ongoing |
| 9 | Transaction Assessment for up to five (5) potential donations | 5 | Ongoing |
| 10 | Action Plan and Timeline for each donation site | 5 | Ongoing |

**ATTACHMENT B – Communities Helping Invest through Property and Improvements Needed for Veterans Act
of 2016 (H.R. 5099)**

To establish a pilot program on partnership agreements to construct new facilities for the Department of Veterans Affairs.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ``Communities Helping Invest through Property and Improvements Needed for Veterans Act of 2016'' or the ``CHIP IN for Vets Act of 2016''.

SEC. 2. PILOT PROGRAM ON ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS OF DONATED FACILITIES AND RELATED IMPROVEMENTS.

(a) Pilot Program Authorized.--

(1) In general.--Notwithstanding sections 8103 and 8104 of title 38, United States Code, the Secretary of Veterans Affairs may carry out a pilot program under which the Secretary may accept donations of the following property from entities described in paragraph (2):

(A) Real property (including structures and equipment associated therewith)--

(i) that includes a constructed facility; or

(ii) to be used as the site of a facility constructed by the entity.

(B) A facility to be constructed by the entity on real property of the Department of Veterans Affairs.

(2) Entities described.--Entities described in this paragraph are the following:

(A) A State or local authority.

(B) An organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of such Code.

(C) A limited liability corporation.

(D) A private entity.

(E) A donor or donor group.

(F) Any other non-Federal Government entity.

(3) Limitation.--The Secretary may accept not more than five donations of real property and facility improvements under the pilot program and as described in this section.

(b) Conditions for Acceptance of Property.--The Secretary may accept the donation of a property described in subsection (a)(1) under the pilot program only if--

(1) the property is--

(A) a property with respect to which funds have been appropriated for a Department facility project; or

(B) a property identified as--

(i) meeting a need of the Department as part of the long-range capital planning process of the Department; and

(ii) the location for a Department facility project that is included on the Strategic Capital Investment Planning process priority list in the most recent budget submitted to Congress by the President pursuant to section 1105(a) of title 31, United States Code; and

(2) an entity described in subsection (a)(2) has entered into or is willing to enter into a formal agreement with the Secretary in accordance with subsection (c) under which the entity agrees to independently donate the real property, improvements, goods, or services, for the Department facility project in an amount acceptable to the Secretary and at no additional cost to the Federal Government.

(c) Requirement To Enter Into an Agreement.--

(1) In general.--The Secretary may accept real property and improvements donated under the pilot program by an entity described in subsection (a) (2) only if the entity enters into a formal agreement with the Secretary that provides for--

(A) the donation of real property and improvements (including structures and equipment associated therewith) that includes a constructed facility; or

(B) the construction by the entity of a facility on--

(i) real property and improvements of the Department of Veterans Affairs; or

(ii) real property and improvements donated to the Department by the entity.

(2) Content of formal agreements.--With respect to an entity described in subsection (a) (2) that seeks to enter into a formal agreement under paragraph (1) of this subsection that includes the construction by the entity of a facility, the formal agreement shall provide for the following:

(A) The entity shall conduct all necessary environmental and historic preservation due diligence, shall comply with all local zoning requirements (except for studies and consultations required of the Department under Federal law), and shall obtain all permits required in connection with the construction of the facility.

(B) The entity shall use construction standards required of the Department when designing, repairing, altering, or building the facility, except to the extent the Secretary determines otherwise, as permitted by applicable law.

(C) The entity shall provide the real property, improvements, goods, or services in a manner described in subsection (b) (2) sufficient to complete the construction of the facility, at no additional cost to the Federal Government.

(d) No Payment of Rent or Usage Fees.--The Secretary may not pay rent, usage fees, or any other amounts to an entity described in subsection (a) (2) or any other entity for the use or occupancy of real property or improvements donated under this section.

(e) Funding.--

(1) From department.--

(A) In general.--The Secretary may not provide funds to help the entity finance, design, or construct a facility in connection with real property and improvements donated under the pilot program by an entity described in subsection (a) (2) that are in addition to the funds appropriated for the facility as of the date on which the Secretary and the entity enter into a formal agreement under subsection (c) for the donation of the real property and improvements.

(B) Terms and conditions.--The Secretary shall provide funds pursuant to subparagraph (A) under such terms, conditions, and schedule as the Secretary determines appropriate.

(2) From entity.--An entity described in subsection (a) (2) that is donating a facility constructed by the entity under the pilot program shall be required, pursuant to a formal agreement entered into under subsection (c), to provide other funds in addition to the amounts provided by the Department under paragraph (1) that are needed to complete construction of the facility.

(f) Application.--An entity described in subsection (a) (2) that seeks to donate real property and improvements under the pilot program shall submit to the Secretary an application to address needs relating to facilities of the Department, including health care needs, identified in the Construction and Long-Range Capital Plan of the Department, at such time, in such manner, and containing such information as the Secretary may require.

(g) Information on Donations and Related Projects.--

(1) In general.--The Secretary shall include in the budget submitted to Congress by the President pursuant to section 1105(a) of title 31, United States Code, information regarding real property and improvements donated under the pilot program during the year preceding the submittal of the budget and the status of facility projects relating to that property.

(2) Elements.--Information submitted under paragraph (1) shall provide a detailed status of donations of real property and improvements conducted under the pilot program and facility projects relating to that property, including the percentage completion of the donations and projects.

(h) Biennial Report of Comptroller General of the United States.-- Not less frequently than once every 2 years until the termination date set forth in subsection (i), the Comptroller General of the United States shall submit to Congress a report on the donation agreements entered into under the pilot program.

(i) Termination.--The authority for the Secretary to accept donations under the pilot program shall terminate on the date that is 5 years after the date of the enactment of this Act.

(j) Rule of Construction.--Nothing in this section shall be construed as a limitation on the authority of the Secretary to enter into other arrangements or agreements that are authorized by law and not inconsistent with this section.



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