

A.2 SCHEDULE OF SERVICES

1. The schedule of services sets forth the amount VA pays for the services it purchases through this contract. Healthcare service contract line item numbers (CLINs) shall include only the price for delivery of healthcare services. All other costs are to be included in the administrative fee CLIN or the appropriate CLIN for the service. Attachment E Rev 1, "Summary Demand Data"; Attachment F Rev 1, "Projected Active Veterans"; Attachment XX, "Dental Volume by Station"; Attachment XXZ, "Station Category of Care Provider Zip Unique"; Attachment XXAA, "Uniques by Rurality by Station FY15" Attachment E, "Summary Demand Data" and Attachment F, "Projected Active Veterans" provides information on the services historically purchased by VA from community providers for FY15. Attachments providing historical information and volume data are for estimating purposing only, and are not a commitment stating VA will purchase these volumes of care under the contract. It does provide historical purchasing patterns at the VAMC level; this information can then be used to build proposals and develop networks. Additional line items identified as options are referred to as optional tasks. All optional tasks may be unilaterally exercised by VA. When exercised the optional tasks shall be valid for the duration of the period of performance through the end of the contract, including option periods.

2. All Healthcare services will be reimbursed based on Centers for Medicare and Medicaid Services (CMS) reimbursement requirements, except where otherwise specified in the below schedule of services.

3. The Contractor shall ensure that when an eligible Veteran is receiving Non-Service Connected Care the Veterans' other health insurance (OHI) is billed by the provider prior to the contractor invoicing VA. Upon completion of OHI billing the contractor shall then determine if additional payment is required to fulfill the reimbursable Standard eEpisode of Ceare (SEOC) up to the rates identified in the associated CLIN. "Up to the rates identified in the associated CLIN" refers to the total price a CCN provider can receive from all sources of payment for healthcare services. Upon completion of OHI billing and supplemental payment (if needed), the contractor shall submit to VA a post payment EDI 837 COB transaction that includes all payment and OHI associated activity. The contractor's community providers shall also provide Service Connected Care to Veterans and bill VA for all approved services up to the rates identified in the associated CLIN. Contract pricing for these CLINs is based on rates for the services being performed within the associated CLIN. All services purchased will be paid at the rates associated with the respective CLINs for the applicable localities.

4. Services are required on a national basis to include Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, and the Commonwealth of the Northern Mariana Islands. Services are not required in the Philippines. The nation has been divided into four regions which are referred to as Community Care Regions. Geographic regions are outlined below. For VA Medical Centers within each region, please refer to Attachment A, "VA Medical Center Catchment Area by CCN Region." You may also visit the following link for information on VA medical centers [http://www.va.gov/landing2\\_locations.htm](http://www.va.gov/landing2_locations.htm).

<b>Region 1</b>	<b>Region 2</b>	<b>Region 3</b>	<b>Region 4</b>
Maine	Ohio	Oklahoma	Texas
New Hampshire	Kentucky	Arkansas	New Mexico
Vermont	Indiana	Louisiana	Arizona
Massachusetts	Illinois	Tennessee	California

Connecticut	Missouri	Mississippi	Nevada
Rhode Island	Kansas	Alabama	Utah
New York	Nebraska	Georgia	Colorado
New Jersey	Iowa	South Carolina	Wyoming
Delaware	Wisconsin	Florida	Idaho
Maryland	Michigan	Puerto Rico	Oregon
Pennsylvania	Minnesota	US Virgin Islands	Washington
District of Columbia	North Dakota		Montana
West Virginia	South Dakota		Alaska
Virginia			Hawaii
North Carolina			Northern Mariana Islands
			Guam
			American Samoa

5. For all CLINs in which CMS, (referred to as Medicare), is identified as the pricing methodology, the payment methodology will follow the Medicare payment guidelines respective to the type of service authorized and performed. Contractors will be paid based on the Medicare rate for any authorized Current Procedural Terminology (CPT), including case rate bundled CPTs, and/or Diagnosis Related Group (DRG) code, claim modifiers, Healthcare Common Procedure Codes (HCPCS), etc. that applies to the type of services purchased for that CLIN.

6. VA's payment to the contractor for CLINs XXX1, XXX2, XXX3, XXX4, XXX6, XXX7, and XX14 (excluding XX14AC)) will not exceed the value paid to the healthcare and pharmacy providers.

CLIN XXX1, Healthcare Services, is inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS). This CLIN is priced as 100% Medicare.

CLIN XXX2, is for Reimbursement for Highly Rural Areas. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural area at a rate that exceeds Medicare as required to maintain Network Adequacy. Adequate documentation must be provided to the Contracting Officer to support a request for higher than Medicare rates. This line item is a pass-through of healthcare claims from the provider, up to the amount set forth in this CLIN, but rates charged against this contract shall not exceed the rates paid to the provider. The Contractor may, in highly rural areas, exceed Medicare but shall not exceed the rate in this CLIN. This CLIN is priced based on a percentage of Medicare.

CLIN XXX3, Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items. For purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.

CLIN XXX4, Home Health services includes both skilled home health and unskilled home health services.

CLIN XXX4AA, Skilled Home Health. (other than Home Infusion Therapy) Contract pricing for this CLIN is equal to the Medicare rate for the services being performed.

CLIN XXX4AB, Unskilled Home Health includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide). Contract pricing is equal to the VA Fee Schedule. The VA fee schedule will be updated annually during contract administration and provided as a contract attachment effective October 1 for the next 12 months. In the event the updated VA Fee Schedule is not available prior to October 1<sup>st</sup> and services have been performed after October 1<sup>st</sup> payment will be based on the prior year's fee schedule. No retroactive payment adjustments (positive or negative) will be made once the VA Fee Schedule has been updated. Healthcare claims with dates of service on and after incorporation of a new VA Fee Schedule will be paid using the updated VA Fee Schedule.

~~CLIN XXX5 Seasonal Influenza vaccination. This is for the supply and administration of the trivalent influenza vaccine (CPT Code 90656 and/or 90658). VA will pay the negotiated price for each vaccination.~~

CLIN XXX5 Seasonal Influenza vaccination. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination. Invoice using CLIN XXX1 for the influenza medications.

CLIN XXX6, Non-Medicare Healthcare Services, VA Fee Schedule. When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Medical Center (VAMC) Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN. The VA Fee Schedule sets forth the applicable reimbursement rate. This schedule is determined pursuant to the inpatient methodology described in 38 C.F.R. 17.55 and the outpatient methodology described in 38 C.F.R. 17.56. The VA fee schedule will be updated annually during contract administration and provided as a contract attachment, effective October 1 for the next 12 months. In the event the updated VA Fee Schedule is not available prior to October 1<sup>st</sup> and services have been performed after October 1<sup>st</sup>, payment will be based on the prior year's fee schedule. The contractor will have 30 days to implement the new/updated VA Fee Schedule from the date it is provided to the contractor. No retroactive payment adjustments (positive or negative) will be made once the VA Fee Schedule has been updated.

CLIN XXX7, Non-Medicare, Non-Fee Schedule Healthcare Services. When a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.

CLIN XXX8, Home Infusion Therapy. ~~Contract pricing for Home Infusion Therapy includes fourteen (14) subordinate contract line item numbers (SubCLINs) will be paid at the negotiated price except for services with available Medicare reimbursement rates. The Home Infusion Therapy payment schedule~~

~~will be added at award. Services for home infusion therapy may be required concurrently; billing for services will be accomplished at the appropriate SubCLIN level.~~

~~SubCLIN XXX8AA is for the first two (2) hours of nursing services required for home infusion.~~

~~SubCLIN XXX8AB is for Total Parenteral Nutrition (TPN), all quantities, including lipids, specialty amino acids, supplies and equipment.~~

~~SubCLIN XXX8AC is for Hydration therapy per day, any volume, including supplies and equipment.~~

~~SubCLIN XXX8AD Supplies and equipment for all other infusion therapy (excluding TPN and hydration therapy) including supplies and equipment. This SubCLIN is priced as 100% of Medicare.~~

~~SubCLIN XXX8AE is for Pharmacy brand name medications including Anti Infectives, Immunoglobulins, Pain Management, Antiemetic Therapy, Chemotherapy, Additives to hydration, TPN Additives, Immunosuppressive Therapy, Inotropic (Cardiac) Therapy, Sodium thiosulfate Therapy. VA will reimburse Contractor for brand name medications at a percent of Average Wholesale Price (AWP).~~

~~SubCLIN XXX8AF is for home infusion generic medications including Anti Infectives, Immunoglobulins, Pain Management, Antiemetic Therapy, Chemotherapy, Additives to hydration, TPN Additives, Immunosuppressive Therapy, Inotropic (Cardiac) Therapy, Sodium thiosulfate Therapy. VA will reimburse the Contractor for generic medications at a percent of AWP.~~

~~SubCLIN XXX8AG is for home infusion dispensing fees. One dispensing fee will be paid for each medication dispensed.~~

~~SubCLIN XXX8AH is for home infusion therapy, corticosteroid infusion; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AI is for Home infusion therapy, antibiotic, antiviral, or antifungal therapy; once every 3 hours; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AJ is for home infusion therapy, antibiotic, antiviral, or antifungal therapy; once every 24 hours; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AK is for home infusion therapy, antibiotic, antiviral, or antifungal therapy; once every 12 hours; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AL is for home infusion therapy, antibiotic, antiviral, or antifungal therapy; once every 8 hours, administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AM is for home infusion therapy, antibiotic, antiviral, or antifungal; once every 6 hours; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

~~SubCLIN XXX8AN is for home infusion therapy, antibiotic, antiviral, or antifungal; once every 4 hours; administrative services, professional pharmacy services, care coordination, and all necessary supplies and equipment (drugs and nursing visits coded separately), per diem.~~

CLIN XXX9 Urgent and Emergent Medication. The Contractor may invoice VA for urgent and emergent medications when these are dispensed by pharmacies in the Contractor's network without charge to the Veteran. VA will reimburse the Contractor for brand name medication at Average Wholesale Price (AWP) plus/minus %, plus a \$ dispensing fee; and generic medication at AWP plus/minus %, plus a \$ dispensing fee.

SubCLIN XXX9AA – Brand Name Medication

SubCLIN XXX9AB – Generic Medication

SubCLIN XXX9AC – Dispensing Fee

CLIN XX10 is for reimbursement of dental services under this contract. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided.

CLIN XX11 is for Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractor's charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be billed in accordance with the total number of Active Veterans per month. ~~A flu vaccination alone does not constitute an Active Veteran or result in a payment for a PMPM fee.~~ The PMPM fee is tiered to accommodate for low volumes but to also reduce as volumes increase. As volume progresses to the next tier the PMPM price for the next tier shall be applied for the next grouping of active veterans. For example, if there are 9,000 Active Veterans in the month, the PMPM rate would be billed in accordance with Tier 1 pricing for all Active Veterans; however, if there are 74,999 Active Veterans in the month, the PMPM rate would be billed based on Tiers 1 and 2. Only one Administrative Services fee type (e.g. XX11AA) per Active Veteran per month is allowed, regardless of the number of claims paid during the same calendar month. The contractor may invoice for each of the three types of Administrative Services (XX11AA, XX11AB, and XX11AC) below in the same calendar month per Active Veteran. The PMPM fee tiers are as follows:

CLINXX11AA, Administrative Services for Healthcare Services are based on a per member per month (PMPM) model.

Tier	Number of Active Veterans
One (1)	0 – 35,000
Two (2)	35,001 - 75,000
Three (3)	75,001+

CLIN XX11AB, Administrative Services for Dental are based on a per member per month (PMPM) model.

Tier	Number of Active Veterans
One (1)	0 – 7,500
Two (2)	7,501 - 15,000
Three (3)	15,001+

CLIN XX11AC, Administrative Fee for Pharmacy Benefits Management (PBM) is to be billed based on when an urgent /emergent pharmacy claim is paid for an Active Veteran during that billing month.

**(OPTIONAL)** CLIN XX12, Medical Administrative Management Fees based on a per member per month (PMPM) or per lot models. Implementation services for each Medical Administrative Management Service will be priced on a total lump sum basis. The PMPMs covers the Contractors charges for managing the individual Medical Administrative Management services under this Contract. Medical Administrative Management services include separate fees for each Care Coordination Follow Up (Optional Task), Comprehensive Case Management Program Administration (Optional Task), and Comprehensive Disease Management Program Administration (Optional Task). These fees are to be billed in accordance with the tier structure based on the number of Veterans participating in the applicable program per month. These fees are tiered to accommodate for low volumes but to also achieve savings as volumes increase. As volume progresses to the next tier the PMPM price for the next tier shall be applied for the next grouping of ~~active~~-veterans. For example, if there are 9,000 ~~Active~~-Veterans in the month, the PMPM rate would be billed in accordance with Tier 1 pricing for all ~~Active~~-Veterans; however, if there are 74,999 ~~Active~~-Veterans in the month, the PMPM rate would be billed based on Tiers 1 ~~through 3~~ **and 2**. Only one Medical Administrative Management fee type (e.g. XX12AD) per ~~Active~~-Veteran per month is allowed, regardless of the number of claims paid during the same calendar month. The contractor may invoice for each of the three types of Medical Administrative Management fees (XX12AB, XX12AD and XX12AF) below in the same calendar month per ~~Active~~-Veteran. The PMPM fee tiers are as follows:

Tier	Number of <del>Active</del> -Veterans
One (1)	0 – 35,000
Two (2)	35,001 - 75,000
Three (3)	75,001+

**(OPTIONAL)** CLIN XX12AA, Implementation for Care Coordination Follow-Up. Upon satisfactory completion of the implementation services identified and accepted in the contractor’s

care coordination follow-up plan the contractor shall bill in accordance with the firm fixed price for implementation. CLIN XX12AA reflects the total lump sum for implementation services; these implementation services shall be excluded from other Contractor Administrative Service Fees.

**(OPTIONAL)** CLIN XX12AB, Care Coordination Follow Up (optional task) for all Healthcare Services is based on a lot model. Lots of 50 cases will be ordered.

**(OPTIONAL)** CLIN XX12AC Implementation for Comprehensive Case Management Program Administration. Upon satisfactory completion of the implementation services identified and accepted in the contractor's comprehensive *case* management plan the contractor shall bill in accordance with the firm fixed price for implementation. CLIN XX12AC reflects the total lump sum for implementation services; these implementation services shall be excluded from other Contractor Administrative Service Fees.

**(OPTIONAL)** CLIN XX12AD, Comprehensive Case Management Program Administration (optional task) is based on a PMPM model.

**(OPTIONAL)** CLIN XX12AE, Implementation for Comprehensive Disease Management. Upon satisfactory completion of the implementation services identified and accepted in the contractor's comprehensive *disease* management plan the contractor shall bill in accordance with the firm fixed price for implementation. CLIN XX12AE reflects the total lump sum of implementation services. These implementation services shall be excluded from other Contractor Administrative Service Fees.

**(OPTIONAL)** CLIN XX12AF, Comprehensive Disease Management Program Administration (optional task) is based on a PMPM model.

CLIN XX13, Implementation. Upon satisfactory completion of the start-up/implementation milestones identified and accepted in the contractor's implementation plan the contractor shall bill in accordance with the firm fixed price performance based milestones. CLIN XX13 reflects the total lump sum of implementation services; however, the Contractor may not invoice the entire lump sum amount if it fails to meet the implementation milestones in the accepted implementation plan. These implementation services shall be excluded from other Contractor Administrative Service Fees.

CLIN XX14, Eyeglasses.

CLIN XX14AA, Eyeglass Frame. The Contractor shall bill VA for eyeglass frames up to the Medicare rates, for HCPCS code V2020. VA will not pay the difference in the Medicare rate and a frame provided, if the provider delivers a frame to a Veteran that is not priced within Medicare rates. All frames purchased will be paid at the Medicare rate for the applicable locality.

CLIN XX14AB, Eyeglass Lens (non-progressive, single, bifocal and trifocal). The Contractor shall bill VA for non-progressive eyeglass lenses up to the Medicare rates. All non-progressive lenses purchased will be paid at the Medicare rate for the applicable locality.

~~CLIN XX14AC, Eyeglass Lens (progressive, bifocal and trifocal). The Contractor shall bill VA for each pair of progressive eyeglass lens. VA will pay the Contractor at the negotiated rate.~~

CLIN XX14AC, Eyeglass Lens (progressive, bifocal and trifocal, per lens). The Contractor shall invoice VA for progressive lens using HCPCS code V2781 (progressive lens, per lens). VA will pay the Contractor for progressive lens at the negotiated rate. When billing claims for progressive lenses, the Contractor shall use the appropriate HCPCS Code for the standard bifocal or trifocal lens (CLIN XX14AB) and an additional line item using HCPCS code V2781 for progressive lens.

CLIN XX14AD, Eyeglass lens features. The Contractor shall bill VA for eyeglass lens features up to the Medicare rates. VA will not pay for any lens features not priced via Medicare. Contract pricing for this CLIN is based on Medicare rates for the eyeglass lens features provided. All eyeglass lens features purchased will be paid at the Medicare rate for the applicable locality.

CLIN XX15, Data. This CLIN includes all services associated with delivery of data throughout performance and at the end of the contract. This CLIN also includes services to comply with Section B.4 (Data Rights). This CLIN is not separately priced (NSP). See PWS Section 20.4 item 77 for associated deliverables.

CLIN XX16, Maryland Hospitals' Prices, Health Services Cost Review Commission (HSCRC). This CLIN is applicable only to Region 1 Maryland Hospitals. This CLIN applies Hospital facilities paid under the HSCRC rate structure. For care provided in facilities where billing is under HSCRC the Contractor will invoice and be paid based 100% of the HSCRC negotiated price.

**A.2.1 Pricing Schedule Region 1 - ME, NH, VT, MA, CT, RI, NY, NJ, DE, MD, PA, DC, WV, VA, NC**

CLIN	DESCRIPTION	UNIT	BASE	OPTION I	OPTION II	OPTION III	OPTION IV	OPTION V	OPTION VI	OPTION VII
1001	Healthcare Services	Each	100% Medicare							
1002	Reimbursement for Highly Rural Areas	Each	___% Medicare							
1003	Durable Medical Equipment	Each	100% Medicare							
<b>1004</b>	<b>Home Health Care (Skilled and Unskilled)</b>									
1004AA	Skilled Home Health	Each	100% Medicare							
1004AB	Unskilled Home Health	Each	VA Fee Schedule							
1005	Seasonal Influenza Vaccination	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1006	<del>Non-CMS, Non-VA Fee Schedule Medical and Surgical Services</del> <u>Non-CMS Medical and Surgical Services, VA Fee Schedule</u>	Each	Pursuant to regulation							
1007	Non-CMS, Non-VA Fee Schedule Medical and Surgical Services	Each	Pursuant to regulation							

1008	Home Infusion Therapy – <u>To be provided at award</u>									
1008AA	Nursing per hour up to 2 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AB	Total Parenteral Nutrition	Each Administration	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AC	Hydration	Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AD	All Other Infusion Therapy	Each	100% Medicare							
1008AE	Home Infusion Pharmacy – Brand Name	Percent	% _____AWP							
1008AF	Home Infusion Pharmacy – Generic	Percent	% _____AWP							
1008AG	Home Infusion Pharmacy Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AH	Home Infusion Therapy for corticosteroid	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AI	Home Infusion Therapy once every 3 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AJ	Home Infusion Therapy once every 24 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AK	Home Infusion Therapy once every 12 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AL	Home Infusion Therapy once every 8 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AM	Home Infusion Therapy once every 6 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1008AN	Home Infusion Therapy once every 4 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

1009		Pharmacy: Urgent and Emergent Prescriptions pricing based on Average Wholesale Price (AWP)								
1009AA	Brand Name Medications	Percent	% ____AWP							
1009AB	Generic Medications	Percent	% ____AWP							
1009AC	Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1010	Dental Services	Each	Negotiated rates per ADA CDT code							
1011		Administrative Fees								
1011AA	Healthcare Services: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1011AB	Dental: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-7,500	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veterans 7,501-15,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 15,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1011AC	Pharmacy Benefits Management: Administrative Services Fee: Per Member Per	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

	Month (PMPM)									
1012	Medical Administrative Management Fees									
1012AA	Optional: Implementation for Care Coordination Follow-up	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1012AB	Optional: Care Coordination Follow-up per Lot 50 cases	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1012AC	Optional: Implementation for Comprehensive Case Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1012AD	Optional: Comprehensive Case Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

1012AE	Optional: Implementation for Comprehensive Disease Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1012AF	Optional: Comprehensive Disease Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1013	Implementation	Each	\$_____	\$_____	N/A	N/A	N/A	N/A	N/A	N/A
1014	Eyeglasses									
1014AA	Eyeglass Frames	Each	100% Medicare							
1014AB	Eyeglass Lenses (Non- progressive)	Each Pair	100% Medicare							
1014AC	Eyeglass Lenses (Progressive)	Each Pair	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1014AD	Eyeglass Lens Features	Each	100% Medicare							
1015	Data	Not Separately Priced (NSP)	NSP							
<u>1016</u>	<u>Maryland Hospitals' Prices</u>	<u>Each</u>	<u>100% HSCRC</u>							

**A.2.2 Pricing Schedule Region 2 – OH, KY, IN, IL, MO, KS, NE, IA, WI, MI, MN, ND, SD**

CLIN	DESCRIPTION	UNIT	BASE	OPTION I	OPTION II	OPTION III	OPTION IV	OPTION V	OPTION VI	OPTION VII
2001	Healthcare Services	Each	100% Medicare							
2002	Reimbursement for Highly Rural Areas	Each	___% Medicare							
2003	Durable Medical Equipment	Each	100% Medicare							
<b>2004</b>	<b>Home Health Care (Skilled and Unskilled)</b>									
2004AA	Skilled Home Health	Each	100% Medicare							
2004AB	Unskilled Home Health	Each	VA Fee Schedule							
2005	Seasonal Influenza Vaccination	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2006	Non-CMS Medical and Surgical Services, VA Fee Schedule	Each	VA Fee Schedule							
2007	Non-CMS, Non-VA Fee Schedule Medical and Surgical Services	Each	Pursuant to regulation							
<b>2008</b>	<b>Home Infusion Therapy - <u>To be provided at award</u></b>									
2008AA	Nursing per hour up to 2 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AB	Total Parenteral Nutrition	Each Administration	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

2008AC	Hydration	Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AD	All Other Infusion Therapy	Each	100% Medicare							
2008AE	Home Infusion Pharmacy— Brand Name	Percent	% _____AWP							
2008AF	Home Infusion Pharmacy— Generic	Percent	% _____AWP							
2008AG	Home Infusion Pharmacy Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AH	Home Infusion Therapy for corticosteroid	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AI	Home Infusion Therapy once every 3 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AJ	Home Infusion Therapy once every 24 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AK	Home Infusion Therapy once every 12 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AL	Home Infusion Therapy once every 8 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AM	Home Infusion Therapy once every 6 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2008AN	Home Infusion Therapy once every 4 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<b>2009</b>	<b>Pharmacy: Urgent and Emergent Prescriptions pricing based on Average Wholesale Price (AWP)</b>									
2009AA	Brand Name Medications	Percent	% _____AWP							
2009AB	Generic Medications	Percent	% _____AWP							

2009AC	Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2010	Dental Services	Each	Negotiated rates per ADA CDT code							
<b>2011 Administrative Fees</b>										
2011AA	Healthcare Services: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2011AB	Dental: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-7,500	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veterans 7,501-15,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 15,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2011AC	Pharmacy Benefits Management: Administrative Services Fee: Per Member Per Month (PMPM)	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<b>2012 Medical Administrative Management Fees</b>										
2012AA	Optional: Implementation for Care Coordination	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

	Follow-up									
2012AB	Optional: Care Coordination Follow-up per Lot 50 cases	Each <b>Active</b> Veteran 0-35,000	\$_____ Lot per 50 Cases							
		Each <b>Active</b> Veteran 35,001-75,000	\$_____ Lot per 50 Cases							
		Each <b>Active</b> Veteran 75,001+	\$_____ Lot per 50 Cases							
2012AC	Optional: Implementation for Comprehensive Case Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2012AD	Optional: Comprehensive Case Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2012AE	Optional: Implementation for Comprehensive Disease Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

2012AF	Optional: Comprehensive Disease Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2013	Implementation	Each	\$_____	\$_____	N/A	N/A	N/A	N/A	N/A	N/A	
2014	Eyeglasses										
2014AA	Eyeglass Frames	Each	100% Medicare								
2014AB	Eyeglass Lenses (Non- progressive)	Each Pair	100% Medicare								
2014AC	Eyeglass Lenses (Progressive)	Each Pair	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
2014AD	Eyeglass Lens Features	Each	100% Medicare								
2015	Data	Not Separately Priced (NSP)	NSP								

**A.2.3 Pricing Schedule Region 3 – OK, AR, LA, TN, MS, AL, GA, SC, FL, Puerto Rico, US Virgin Islands**

CLIN	DESCRIPTION	UNIT	BASE	OPTION I	OPTION II	OPTION III	OPTION IV	OPTION V	OPTION VI	OPTION VII
3001	Healthcare Services	Each	100% Medicare							
3002	Reimbursement for Highly Rural Areas	Each	___% Medicare							
3003	Durable Medical Equipment	Each	100% Medicare							
<b>3004</b>	<b>Home Health Care (Skilled and Unskilled)</b>									
3004AA	Skilled Home Health	Each	100% Medicare							
3004AB	Unskilled Home Health	Each	VA Fee Schedule							
3005	Seasonal Influenza Vaccination	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3006	Non-CMS Medical and Surgical Services, VA Fee Schedule	Each	VA Fee Schedule							
3007	Non-CMS, Non-VA Fee Schedule Medical and Surgical Services	Each	Pursuant to regulation							
<b>3008</b>	<b>Home Infusion Therapy - <u>To be provided at award</u></b>									
3008AA	Nursing per hour up to 2 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

3008AB	Total Parenteral Nutrition	Each Administration	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AC	Hydration	Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AD	All Other Infusion Therapy	Each	100% Medicare								
3008AE	Home Infusion Pharmacy— Brand Name	Percent	% _____AWP								
3008AF	Home Infusion Pharmacy— Generic	Percent	% _____AWP								
3008AG	Home Infusion Pharmacy Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AH	Home Infusion Therapy for corticosteroid	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AI	Home Infusion Therapy once every 3 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AJ	Home Infusion Therapy once every 24 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AK	Home Infusion Therapy once every 12 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AL	Home Infusion Therapy once every 8 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AM	Home Infusion Therapy once every 6 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3008AN	Home Infusion Therapy once every 4 hours	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<b>3009</b>	<b>Pharmacy: Urgent and Emergent Prescriptions pricing based on Average Wholesale Price (AWP)</b>										
3009AA	Brand Name Medications	Percent	% _____AWP								

3009AB	Generic Medications	Percent	% AWP							
3009AC	Dispensing Fee	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3010	Dental Services	Each	Negotiated rates per ADA CDT code							
<b>3011 Administrative Fees</b>										
3011AA	Healthcare Services: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3011AB	Dental: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-7,500	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veterans 7,501-15,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each Active Veteran 15,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3011AC	Pharmacy Benefits Management: Administrative Services Fee: Per Member Per Month (PMPM)	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3012	<b>Medical Administrative Management Fees</b>									

3012AA	Optional: Implementation for Care Coordination Follow-up	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3012AB	Optional: Care Coordination Follow-up per Lot 50 cases	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3012AC	Optional: Implementation for Comprehensive Case Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3012AD	Optional: Comprehensive Case Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3012AE	Optional: Implementation for Comprehensive Disease Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

3012AF	Optional: Comprehensive Disease Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3013	Implementation	Each	\$_____	\$_____	N/A	N/A	N/A	N/A	N/A	N/A	
3014	Eyeglasses										
3014AA	Eyeglass Frames	Each	100% Medicare								
3014AB	Eyeglass Lenses (Non- progressive)	Each Pair	100% Medicare								
3014AC	Eyeglass Lenses (Progressive)	Each Pair	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
3014AD	Eyeglass Lens Features	Each	100% Medicare								
3015	Data	Not Separately Priced (NSP)	NSP								

**A.2.4 Pricing Schedule Region 4 – TX, NM, AZ, CA, NV, UT, CO, WY, ID, OR, WA, MT, AK, HI, Northern Mariana Islands, Guam, America Samoa**

CLIN	DESCRIPTION	UNIT	BASE	OPTION I	OPTION II	OPTION III	OPTION IV	OPTION V	OPTION VI	OPTION VII
4001	Healthcare Services	Each	100% Medicare							
4002	Reimbursement for Highly Rural Areas	Each	___% Medicare							
4003	Durable Medical Equipment	Each	100% Medicare							
<b>4004</b>	<b>Home Health Care (Skilled and Unskilled)</b>									
4004AA	Skilled Home Health	Each	100% Medicare							
4004AB	Unskilled Home Health	Each	VA Fee Schedule							
4005	Seasonal Influenza Vaccination	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4006	Non-CMS Medical and Surgical Services, VA Fee Schedule	Each	VA Fee Schedule							
4007	Non-CMS, Non-VA Fee Schedule Medical and Surgical Services	Each	Pursuant to regulation							
<b>4008</b>	<b>Home Infusion Therapy - <u>To be provided at award</u></b>									
<b>4008AA</b>	<b>Nursing per hour up to 2 hours</b>	<b>Each</b>	<b>\$_____</b>							

4008AB	Total Parenteral Nutrition	Each Administration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AC	Hydration	Day	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AD	All Other Infusion Therapy	Each	100% Medicare								
4008AE	Home Infusion Pharmacy—Brand Name	Percent	% _____ AWP								
4008AF	Home Infusion Pharmacy—Generic	Percent	% _____ AWP								
4008AG	Home Infusion Pharmacy Dispensing Fee	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AH	Home Infusion Therapy for corticosteroid	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AI	Home Infusion Therapy once every 3 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AJ	Home Infusion Therapy once every 24 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AK	Home Infusion Therapy once every 12 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AL	Home Infusion Therapy once every 8 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AM	Home Infusion Therapy once every 6 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4008AN	Home Infusion Therapy once every 4 hours	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>4009</b>	<b>Pharmacy: Urgent and Emergent Prescriptions pricing based on Average Wholesale Price (AWP)</b>										
4009AA	Brand Name Medications	Percent	% _____ AWP								

4009AB	Generic Medications	Percent	% ____AWP							
4009AC	Dispensing Fee	Each	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
4010	Dental Services	Each	Negotiated rates per ADA CDT code							
4011		<b>Administrative Fees</b>								
4011AA	Healthcare Services: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-35,000	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
		Each Active Veteran 35,001-75,000	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
		Each Active Veteran 75,001+	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
4011AB	Dental: Administrative Services Per Member Per Month (PMPM)	Each Active Veteran 0-7,500	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
		Each Active Veterans 7,501-15,000	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
		Each Active Veteran 15,001+	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
4011AC	Pharmacy Benefits Management: Administrative Services Fee: Per Member Per Month (PMPM)	Each	\$____	\$____	\$____	\$____	\$____	\$____	\$____	\$____
4012		<b>Medical Administrative Management Fees</b>								

4012AA	Optional: Implementation for Care Coordination Follow-up	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4012AB	Optional: Care Coordination Follow-up per Lot 50 cases	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4012AC	Optional: Implementation for Comprehensive Case Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4012AD	Optional: Comprehensive Case Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4012AE	Optional: Implementation for Comprehensive Disease Management	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

4012AF	Optional: Comprehensive Disease Management Per Member Per Month (PMPM)	Each <b>Active</b> Veteran 0-35,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
		Each <b>Active</b> Veteran 35,001-75,000	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
		Each <b>Active</b> Veteran 75,001+	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4013	Implementation	Each	\$_____	\$_____	N/A	N/A	N/A	N/A	N/A	N/A	
4014	Eyeglasses										
4014AA	Eyeglass Frames	Each	100% Medicare								
4014AB	Eyeglass Lenses (Non- progressive)	Each Pair	100% Medicare								
4014AC	Eyeglass Lenses (Progressive)	Each Pair	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	
4014AD	Eyeglass Lens Features	Each	100% Medicare								
4015	Data	Not Separately Priced (NSP)	NSP								

## 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 36C791

Department of Veterans Affairs

VA Denver Acquisition & Logistics Center

(003A4D)

555 Corporate Circle

Golden CO 80401-5621

2. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

3. 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.

Department of Veterans Affairs

VA Denver Acquisition & Logistics Center

(003A4D)

555 Corporate Circle

Golden CO 80401-5621

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

AMENDMENT NO	DATE

## B.2 BUSINESS ASSOCIATE AGREEMENT

All contractors will be required to complete and return a Business Associate Agreement (BAA) in accordance with VHA Directive 1605.05. ~~A sample BAA template can be found as Solicitation Attachment 6 'SAMPLE VHA National BAA Template.'~~ The BAA will be executed post-award between the contractor and the appropriate VA office using the most current version of the BAA.

## B.3 IT CONTRACT SECURITY

### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

#### 1. GENERAL

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

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

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

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures. The Contractor will not be charged by VA for the cost of the background security investigation.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately-twenty-four (24) hours prior to termination or within twenty-four (24) hours 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).

b. VA information should not be co-mingled, if possible, with any other data on the contractor/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. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. 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.

k. 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.

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

#### 4. INFORMATION SYSTEM 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 based on the severity of the incident.

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 in accordance with VA policy.

VA Handbook 6500 states the following:

Critical - patches will be tested and applied within 30 days

High - patches will be tested and applied within 60 days

Moderate - patches will be tested and applied within 90 days

Low - the Information System Owner will determine the patching time frame

Emergent - patches will be tested and applied as soon as possible

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.

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

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

Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

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

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

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

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

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

including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

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

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

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

## 6. 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.

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

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

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

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

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

## 8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-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.

## 9. TRAINING

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

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the ~~-~~Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

(End of Clause)

## B.4 DATA RIGHTS

It is agreed that:

1. The VA Data Repository Schema, the MVI Identity Management Data, and any Veteran personally identifiable information (PII) and VA Sensitive Personal Information (SPI) (hereinafter collectively known as "VA Data") initially provided to the contractor to populate the VA Data Repository and Interactive Dashboard are the exclusive information and property of the VA and shall be returned to the Contracting Officer (CO) at the conclusion of the contract. Any such information is not deemed technical data as referenced in Federal Acquisition Regulation (FAR) 52.227-14, Rights in Data – General (May 2014), but rather is government furnished information.
2. VA Data modified, updated, revised or changed in any manner by the Contractor during performance of the contract and any data first produced by Contractor during performance of the contract is technical data as that term is used in FAR 52.227-14 and VA shall receive unlimited rights to all such data.
3. All data and any and all data elements generated by the Contractor in performance of this contract contained in the Contractor's data reports, VA Data Repository, and in the Contractor's Interactive Dashboard shall be deemed technical data as that term is used in FAR 52.227-14, Rights in Data— General (May 2014) and VA shall receive unlimited rights to all such data.

4. At the conclusion of the contract, Contractor shall return to VA all data, including but not limited to VA Data and technical data, entered into and processed by the Contractor in performance of this contract in order that such data can be used, stored, and/or maintained by the Government. The parties agree that the technical data generated, stored, and processed by the Contractor pursuant to this contract contains both personally identifiable information and VA sensitive information such that the disclosure thereof would violate the right of privacy or publicity of the individual to whom the information relates or the right of privacy and publicity of the VA. Accordingly, the Contractor relinquishes its reservation of rights set forth in FAR 52.227-14 (b) (2) for all VA Data and technical data delivered to the Contracting Officer (CO) at the conclusion of this contract.
5. The CO will be the sole authorized official to release verbally or in writing, any VA Data, technical data or any other written or printed materials pertaining to the VA Data Repository and Interactive Dashboard maintained and provided by Contractor pursuant to the requirements of the contract. The contractor will not release any such information.

## **B.5 SMALL BUSINESS SUBCONTRACTING OPPORTUNITIES**

The VA has identified aspects of the Performance Work Statement for efforts in which a small business could potentially perform. These efforts can be found in Solicitation Attachment 4 'Subcontracting Opportunities – CCN Regions 1-4'. This attachment is provided in order to maximize small business subcontracting opportunities.

## **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.

## **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.

## **B.8 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, 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 the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. 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 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 compliance with the subcontracting plan.

## **B.9 TERM OF CONTRACT**

The contract base period will begin on the date of the kickoff meeting and extend through September 30 of that fiscal year. The base period of the contract will be less than twelve (12) months. The base period will be followed by seven (7) one-year option periods that may be exercised by VA. The contract is subject to the availability of funds.

## B.10 PERIOD OF PERFORMANCE

Base:	Date of Kickoff Meeting through September 30, 2017
Option One:	October 1, 2017 through September 30, 2018
Option Two:	October 1, 2018 through September 30, 2019
Option Three:	October 1, 2019 through September 30, 2020
Option Four:	October 1, 2020 through September 30, 2021
Option Five:	October 1, 2021 through September 30, 2022
Option Six:	October 1, 2022 through September 30, 2023
Option Seven:	October 1, 2023 through September 30, 2024

## B.11 KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS

The Contractor shall assign to this contract the following key personnel: Contractors' Contract Manager or Officer and Program Manager. The Contractor shall designate these personnel in writing and notify the Contracting Officer, in writing, if there are any substitutions.

## B.12 PLACE OF PERFORMANCE

The primary place of performance for all services required in this contract is the contractor's site. The VA, at its sole discretion, may allow a limited number of contractor personnel access to VA facilities in order to improve performance of contract requirements due to the interdependencies of contractor and VA personnel throughout the contract. The only individual authorized to grant this access is the contracting officer. The contracting officer may grant access to VA facilities as additional opportunities for mutual benefit are identified via letter to the contractor. The contracting officer may revoke this access at any time. Limitations and expectations for use of VA facilities are defined below:

1. The VA will only provide physical space (i.e. cubicles or offices), utilities and telephone services to contractor personnel assigned to perform its contract requirements. The VA will not provide computers or internet connectivity for use by contractor personnel.
2. Appropriate on-site VA personnel will cooperate with contractor requests to establish internet connectivity at each VA facility.
3. The contractor may install its computers, printers and other necessary office equipment in areas designated by on-site VA personnel.
4. The contractor shall secure its equipment at all times. The VA is not responsible for damage, loss or theft of any contractor owned equipment.
5. On-site VA personnel will provide building orientation, safety training, and facility access to assigned contractor personnel.
6. Contractor personnel may be required to complete a successful background investigation prior to VA granting access to VA facilities.
7. The VA will not supervise, control, or direct contractor personnel in the performance of duties. The contractor shall inform the contracting officer and COR immediately if any VA employee attempts to supervise, control, or direct contractor personnel in the performance of their duties.
8. The contractor shall submit requests for access via email to the contracting officer and COR for consideration.
9. This section does not alter in any way the process or requirements associated with requests for care or reporting requirements of the contract.

### **B.13 PERFORMANCE INCENTIVE PLAN**

The contract includes an Incentive Plan at Attachment T 'CCN Incentive Plan.' The Contracting Officer retains the unilateral right to amend the Incentive Plan prior to the start of any evaluation period. Incentive determinations will be made unilaterally by the designated fee determining official (FDO), in accordance with the Incentive Plan, and such determinations will not be subject to appeal under the Disputes clause of the contract.

## B.14 ORDERING PROCEDURES

Addendum to FAR Clause 52.216-18 Ordering.

1.0 Ordering. Orders under this contract will be in the form of an Approved Referral or a Task Order. A copy of the Approved Referral will be communicated to the contractor in the form of an EDI transaction or using Health Information Exchange (HIE) or VA's Data Access Service (DAS) Direct Messaging; eHealth Exchange; secure online file exchange through the portal provided by VA; secure email; or secure fax generated by an approved VA Ordering Officials (OO). Additional specifications regarding the EDI transactions are identified in the PWS Section 7.0. Ordering Officials will make the referral in accordance with VA Policy. Designated OO with Routine referral authority can purchase care under this contract, excluding those services identified in Section 7.4 of the PWS. Designated OO with Elevated authority can purchase care under this contract for all services listed in section 7 of the PWS to include those specified under Section 7.4 (Prior Authorization) of the PWS. The Contracting Office will provide a list of delegated Ordering Officials (Routine / Elevated) that will be authorized to process Approved Referrals. Task Orders will be generated by the Contracting Officer for all Medical Administrative Management services (care coordination follow-up, comprehensive case management and comprehensive disease management).

The Approved Referral will detail the healthcare services authorized and will contain the following information:

1. Approved Referral Number / Prior Authorization Number
2. Primary and Secondary Payer Status
3. Referral From Date
4. Referral To Date
5. Veteran Name
6. Veteran EDIPI
7. Veteran Address
8. Type of Care Standard Episode of Care
9. CCN Provider Name / Group
10. VA Primary Care Provider
11. Contract number
12. Date referral submitted to provider
13. CLINXX (optional)
14. CCN NPI Number (optional)
15. Date of Appointment (optional)
- ~~1. Approved Referral number~~
- ~~2. Prior Authorization number~~
- ~~3. Payment methodology, if other than Medicare or VA fee Schedule~~
- ~~4. Primary and Secondary payer status~~
- ~~5. Period of referral validity~~
- ~~6. Name of Veteran~~
- ~~7. Veteran EDIPI number~~
- ~~8. Veteran address~~
- ~~9. Provider name, if known~~
- ~~10. Provider address~~
- ~~11. NPI number~~

~~12. Services provided within the scope of care authorized~~

~~13. Date of appointment, if known~~

~~14.1. VA provided CPT / HCPCS~~

The provision of health care services must always be limited to that set forth in the VA Approved Referral.

2.0 Services not included in the Approved Referral must be requested by the CCN Provider(s) as a new Approved Referral request. Services provided by CCN Providers not included in the scope of an Approved Referral will not be reimbursed.

#### 2.1 Medical Administrative Management Ordering procedures (Optional Task)

Care Coordination Follow-Up: The requirements for this task are identified in PWS section 11.1 (Care Coordination Follow-Up). CO will issue a separate task order for this this optional service. The task order will be issued based on lots of 50.

Comprehensive Case Management Program Administration: The requirements for this task are identified in PWS section 11.2 (Comprehensive Case Management Program Administration). Comprehensive case management services will be issued by delegated Ordering Officers via an Approved Referral. CO will issue a separate task order for this this optional service.

Comprehensive Disease Management Program Administration: The requirements for this task are identified in PWS section 11.3 (Comprehensive Disease Management Program Administration). Comprehensive disease management services will be issued by delegated Ordering Officers via an Approved Referral. CO will issue a separate task order for this this optional service.

### **B.15 INVOICES: ADDENDUM TO 52.212-4**

Invoices for services performed under this contract must always be submitted through the clearinghouse (837 COB) or individual invoices, dependent on the ~~type of service~~ Standard Episode of Care being invoiced.

1.0 Medical Service Invoices - Invoices for the delivery of medical services are medical service invoices prepared and submitted by the contractor for reimbursement of healthcare claims. These invoices must always be in accordance with the rates as defined in the Schedule of Services. For invoices considered for payment the Contractor must always provide a complete Coordination of Benefits (837 COB) transaction that includes the following:

- a. VA Approved Referral number (with the exception of the seasonal influenza vaccine),
- b. VA Prior Authorization number, if applicable
- c. Billed charges,
- d. Paid amount, Amount paid by Contractor to provider(s),
- e. Other Health Insurance (OHI) company name,
- f. Internal Control Number (ICN) (i.e., claim number),
- g. Julian date, indicating the actual date of receipt for all claims (paper or electronic),
- h. Provider name and address,
- i. Provider NPI number (when applicable),
- j. Tax Identification Number (for those without NPI),
- k. Date(s) of service, and

1. All industry standard 837 COB transactional data fields.

\*Note: Either 'i' or 'j' as applicable is required for submission.

Additional requirements are contained in section 12 of the PWS (Claims Processing and Adjudication for CCN Healthcare Services Rendered).

The Contractor must always submit to VA a daily transmission of claims the Contractor adjudicated and paid to CCN providers for healthcare services and pharmacy prescriptions via EDI 837 COB HIPAA Standard Transaction and National Council for Prescription Drug Programs (NCPDP) transactions including payment and remittance advice data. The Contractor must always submit Medical Service Invoices with claims data to VA for reimbursement within thirty (30) days of Contractor's adjudicated claim date.

VA reimbursement for Healthcare Services to the Contractor will be made within seven (7) business days of receipt.

1.1 Rejected and Denied Medical Service Invoices - The Contractor must always submit complete and accurate invoices for claims to VA. When an invoice is considered incomplete and requires additional information for processing, it may be rejected and returned for correction and resubmission. VA will provide Contractor with specific reason(s) for rejection and denials.

*Rejected Invoice Resubmission* - The Contractor must always review the reason for rejection and determine how to correct the invoice. If the Contractor resubmits the invoice, then the Contractor must ensure that the entire invoice is complete with accurate information with all required supporting documentation, and the original claim number is used and contains a suffix that identifies it as a corrected or resubmitted claim. The Contractor must correct and resubmit the invoice within 30 days of the rejection.

*Denied Invoice Resubmission* - In the event VA denies a Medical Service invoice, the Contractor must always review the reason for denial and determine whether the denial resulted from an incorrect or incomplete submission of the invoice. If the Contractor resubmits the invoice, then the Contractor must always ensure that the entire invoice includes complete with accurate information with all additional supporting documentation to make the invoice valid and the original claim number is used and contains a suffix that identifies it as a corrected or resubmitted claim. The supporting documentation must always include an explanation of correction made, and the reason for resubmission. The Contractor must always resubmit an invoice for reconsideration within 12 months from the denied invoice date. Denials will be processed in accordance with PWS Sections 12.1.1 "Claims Adjudication and Payment Rules," 12.7.1 "Service Connected Disability Healthcare Services," and 13.1 "Veterans Appeals."

1.2 Urgent/Emergent Prescription Claims Invoices

Invoices for Urgent/Emergent Prescriptions must always be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Prescription reimbursement will be consistent with the payment methodology described in the CLIN for Pharmacy.

1.3 Urgent/Emergent DME and Medical Device Invoices

Claims for Urgent/Emergent DME Prescriptions must always be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Reimbursement for DME will be consistent with the payment methodology described in the CLIN for DME.

#### 1.4 Administrative Invoices:

Invoices must always be submitted monthly in arrears for Administrative Fee CLINS in accordance with the instructions on in 52.212-4(g).

Monthly Per Member Per Month (Administrative Fees):

The Contractor must always submit electronic copies of the monthly PMPM invoices to the CO / COR (in approved Microsoft Office format) and the Tungsten Network and in accordance with the instructions provided in FAR 52.212-4(g).

The Contractor must always submit Administrative Fee invoices based on the number of Active Veterans for the month covered under the invoice. The contractor must always pay their individual CCN providers as proof of medical services rendered prior to submitting the PMPM invoice to CO / COR. The Contractor must always submit PMPM invoices to the COR within 90 days after the contractor paid the CCN provider for services rendered. PMPM will not be paid for adjustments or corrections of healthcare service claims. Invoicing for PMPM must include a supplemental data file of elements prescribed in sections 1.41 through 1.4.4., taken from VA Approved Referrals and VA Prior Authorization numbers and EDI 835 payment transactions to CCN providers including the following at the claim level:

1. VA provided referral number (Approved Referral)
2. VA Prior Authorization number
3. Internal Claim Number (ICN) and (Patient Control Number)
4. Date (s) of service for each Veteran included in the PMPM invoice month
5. VA provided EDIPI for each Veteran included in the PMPM
6. Date Paid to CCN provider
7. Amount Paid
8. Billed Amount
9. Name of CCN Provider paid
10. CCN Provider NPI number
- ~~10-11. PMPM CLIN (XX11AA, XX11AB, XX11AC)~~

VA will use a statistical sampling methodology or 100% inspection to complete its review of the elements listed in this paragraph and submit justification to the contractor for application of the payment identified in the table above. The contractor will be given 7 business days to review VA justification and concur or provide evidence to support their non-concurrence.

Rejected invoices: Contractor may resubmit rejected PMPM invoices to VA but no new active Veterans may be included on any rejected invoice. The contractor is prohibited from submitting invoices which include active Veterans that were included on previous invoice submissions that resulted in full or partial payment.

If an invoice is rejected for second time, the COR will submit the results to the contractor who will have 7 business to provider their acceptance or non-concurrence to the contracting officer for final decision of the administrative fees.

1.4.1 File Name Format

<u>File Name Definition (File Name will describe category of PMPM, e.g., Admin, Case Management, Disease Management, or Pharmacy)</u>		
<u>Field Name</u>	<u>Field Format</u>	<u>Sample Data</u>
<u>CCN</u>	<u>Text</u>	<u>CCN</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Region1</u>
<u>Invoice Start Date</u>	<u>Date</u>	<u>20170801</u>
<u>Invoice End Date</u>	<u>Date</u>	<u>20170831</u>
<u>File Extension</u>	<u>Text</u>	<u>.TXT</u>

<u>File Name Definition</u>		
<u>(File Name will describe category of PMPM e.g., Admin Case Management, Disease Management, or Pharmacy)</u>		
<u>Field Name</u>	<u>Field Format</u>	<u>Sample Data</u>
<u>CCN</u>	<u>Text</u>	<u>CCN</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Region1</u>
<u>Invoice Start Date</u>	<u>Date</u>	<u>20170801</u>
<u>Invoice End Date</u>	<u>Date</u>	<u>20170831</u>
<u>File Extension</u>	<u>Text</u>	<u>.TXT</u>

Example File Name format:

CCN-Region1-20170801-20170831.txt

1.4.2 Per Member Per Month Record Format

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
Referral number	REF01, REF02	Data fields separated by "*"	Up to 50 character Alpha Numeric	9F*_____	9F—Auth Number
Prior Authorization number	REF01, REF02	Data fields separated by "*"	Up to 50 character Alpha Numeric	G1*_____	G1—Prior Auth Number
ICN & Patient Control Number	CLM	Numeric	-	261515	-
Date of service	DTM—SERVICE DATE	Date	CCYYMMDD	20160810	-
EDIPI	REF*F8	Alpha Numeric	Up to 50 character Alpha Numeric	EP032515777007230	Original Reference Number
Date Paid	DTM—SERVICE DATE	Date	CCYYMMDD	20160810	-
Amount Paid	CLP04 (ClaimPaymentAmount)	Accounting	Numeric w/2 digit decimal	751.50	-
Billed Amount	CLP03 (TotalClaimChargeAmount)	Accounting	Numeric w/2 digit decimal	1323.64	-

CCN Provider Name	NM103, NM104, NM105, NM106	Last, First, MI, Prefix	Data fields separated by "*"	DOE*JOHN*F*	-
CCN Provider NPI number	PLB01 (ProviderIdentifier)	Numeric	Numeric no decimal	1234567890	-

**Example PMPM Record (fields separated by "^"):**

9F\*123456789^G1\*573759597429^261515^20160810^EP032515777007230^20160810^751.50^1312051^DOE\*JOHN\*F\*^1234567890

<u>Record Definition</u>					
<u>Field Name</u>	<u>Reference Designation</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>	<u>Notes:</u>
<u>Referral number</u>	<u>REF01, REF02</u>	<u>Data fields separated by "*"</u>	<u>Up to 50 character Alpha Numeric</u>	<u>9F*</u>	<u>9F - Authorization Number</u>
<u>Prior Authorization number</u>	<u>REF01, REF02</u>	<u>Data fields separated by "*"</u>	<u>Up to 50 character Alpha Numeric</u>	<u>G1*</u>	<u>G1 - Prior Authorization Number</u>
<u>ICN &amp; Patient Control Number</u>	<u>CLM</u>	<u>Numeric</u>	-	<u>261515</u>	-
<u>Date of service</u>	<u>DTM - SERVICE DATE</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20160810</u>	-
<u>EDIPI</u>	<u>REF*F8</u>	<u>Alpha Numeric</u>	<u>Up to 50 character Alpha Numeric</u>	<u>EP032515777007230</u>	<u>Original Reference Number</u>

<u>Date Paid</u>	<u>DTM - SERVICE DATE</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20160810</u>	-
<u>Amount Paid</u>	<u>CLP04 (ClaimPaymentAmount)</u>	<u>Accounting</u>	<u>Numeric w/2 digit decimal</u>	<u>751.50</u>	-
<u>Billed Amount</u>	<u>CLP03 (TotalClaimChargeAmount)</u>	<u>Accounting</u>	<u>Numeric w/2 digit decimal</u>	<u>1323.64</u>	-
<u>CCN Provider Name</u>	<u>NM103, NM104, NM105, NM106</u>	<u>Last, First, MI, Prefix</u>	<u>Data fields separated by "*"</u>	<u>DOE*JOHN*P*</u>	-
<u>CCN Provider NPI number</u>	<u>PLB01 (ProviderIdentifier)</u>	<u>Numeric</u>	-	<u>6543210903</u>	-
<u>PMPM CLIN</u>	<u>REF02</u>	<u>Alpha Numeric</u>	<u>XX011AA</u>	<u>1011AA</u>	<u>Region ID, three numeric and two alpha characters</u>

Example PMPM Record (fields separated by "^"):

9F\*123456789^G1\*573759597429^261515^20160810^EP032515777007230^20160810^751.50^1312051^DOE\*JOHN\*P\*^6543210903^1011AA

1.4.3 File Header Format

Header Definition			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG1
Invoice Start Date	Date	CCYYMMDD	20170801
Invoice End Date	Date	CCYYMMDD	20170831
Number of Active Members billed this month	Numeric	Count of active members for this month	12345

Header Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG1
Invoice Start Date	Date	CCYYMMDD	20170801
Invoice End Date	Date	CCYYMMDD	20170831
Number of Active Members billed this month	Numeric	Count of active members for this month	12345

**Example Header format (first line in file):**

REG1^20170801^20170831^12345

Example Header format (first line in file):

REG1^20170801^20170831^12345

1.4.4 File Footer Format

Footer Definition			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG1
Total Invoice Amount Paid	Accounting	Numeric w/2 digit decimal	25123.54
Total invoice Amount Billed	Accounting	Numeric w/2 digit decimal	259126.44
Total PMPM Record Count	Numeric	Count of records in file (Should match Active Member count in Header)	12345

**Example Footer format (last line in file):**

REG1^25123.54^259126.55^12345

Footer Definition (Monthly Invoice)			
<u>Field Name</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Alpha Numeric</u>	<u>REG1</u>
<u>Total Invoice Amount Paid</u>	<u>Accounting</u>	<u>Numeric w/2 digit decimal</u>	<u>25123.54</u>
<u>Total invoice Amount Billed</u>	<u>Accounting</u>	<u>Numeric w/2 digit decimal</u>	<u>259126.44</u>
<u>Total PMPM Record Count</u>	<u>Numeric</u>	<u>Count of records in file (Should match Active Member count in Header)</u>	<u>12345</u>

Example Footer format (last line in file):

REG1^25123.54^259126.55^12345



#### 1.4.5 Annual close out of administrative fees CLIN

The contractor must always submit their annual PMPM reconciliation report of all unpaid PMPM fees for consideration of payment no later than 90 days after the end of the contract year / option year. The Annual PMPM reconciliation report must always be submitted in accordance with the Schedule of Deliverables. At the end of the option year / contract year, the contractor must always submit any outstanding PMPM invoices within 270 days.

#### 1.4.6 Annual PMPM Reconciliation Report File Format

<u>Header Definition (Annual Recap Report)</u>			
<u>Field Name</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Alpha Numeric</u>	<u>REG1</u>
<u>Reconciliation Period Start Date</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20170801</u>
<u>Reconciliation Period End Date</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20170831</u>

Example Annual Reconciliation Report File Header format (first line in file):

REG1^20170801^20170831

#### 1.4.7 Annual Reconciliation Report Record Format

<u>Record Definition</u>				
<u>Field Name</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>	<u>Notes:</u>
<u>EDIPI</u>	<u>Alpha Numeric</u>	<u>Up to 50 character Alpha Numeric</u>	<u>EP032515777007230</u>	<u>Original Reference Number</u>
<u>ICN &amp; Patient Control Number</u>	<u>Numeric</u>	<u>-</u>	<u>261515001</u>	<u>-</u>
<u>VA provided referral number (Approved Referral)</u>	<u>Data fields separated by "*" "</u>	<u>Up to 50 character Alpha Numeric</u>	<u>9F* _____</u>	<u>9F - Authorization Number</u>
<u>Referral Submitted for PMPM</u>	<u>"Y" or "N"</u>	<u>Alpha character</u>	<u>N</u>	<u>-</u>
<u>Vendor Original Invoice Number</u>	<u>Alpha Numeric</u>	<u>Alpha Numeric</u>	<u>PS-00053169-01</u>	<u>-</u>
<u>Original Invoice</u>	<u>"Y" or "N"</u>	<u>Alpha character</u>	<u>Y</u>	<u>-</u>

<u>Accepted</u>				
<u>Prior Invoice Number (Multiples possible)</u>	<u>Alpha Numeric</u>	<u>Alpha Numeric</u>	<u>PS-00053169-01</u>	<u>Only populated if Original invoice was rejected</u>
<u>Reason for Rejection</u>	<u>Alpha Numeric</u>	<u>Up to 50 character Alpha Numeric</u>	<u>Invoice didn't match referral</u>	<u>Cannot use delimiter in text ("^")</u>
<u>Referral Submitted for PMPM (N)</u>	<u>"Y" or "N"</u>	<u>Alpha character</u>	<u>N</u>	<u>-</u>
<u>Reason for Delay</u>	<u>Alpha Numeric</u>	<u>Up to 50 character Alpha Numeric</u>	<u>Claim didn't match referral</u>	<u>Cannot use delimiter in text ("^")</u>
<u>Potential Claim amount (Cost Estimate)</u>	<u>Accounting</u>	<u>Numeric w/2 digit decimal</u>	<u>751.50</u>	<u>-</u>
<u>Estimated Claim payment date</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20171210</u>	<u>-</u>
<u>PMPM CLIN</u>	<u>Alpha Numeric</u>	<u>XX011AA</u>	<u>1011AA</u>	<u>Region ID, three numeric and two alpha characters</u>

Referral Submitted for PMPM and accepted:

EP032515777007230^261515001^9F\*123456789^Y^PS-00053169-01^Y^^^^1011AA

Referral Submitted for PMPM and rejected:

EP032515777007230^261515001^9F\*123456789^Y^PS-00053169-01^N^PS-00050534-01^Invoice didn't match referral^^1011AA

Referral not submitted:

EP032515777007230^2615150101^9F\*123456789^N^^^^Claim didn't match referral^751.50^20171210^1011AA

1.4.8 Annual Reconciliation Report File Header Format

<u>Header Definition (Annual Recap Report)</u>			
<u>Field Name</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Alpha Numeric</u>	<u>REG1</u>
<u>Reconciliation Period Start Date</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20170801</u>
<u>Reconciliation Period End Date</u>	<u>Date</u>	<u>CCYYMMDD</u>	<u>20170831</u>

Example Annual Recap Report Header Format (first line in file):

REG1^20170801^20170831

1.4.9 Annual Reconciliation Report File Footer Format

<u>Footer Definition (Annual Recap Report)</u>			
<u>Field Name</u>	<u>Field Format</u>	<u>Field Contents</u>	<u>Sample Data</u>
<u>PMPM Region Designation</u>	<u>Text</u>	<u>Alpha Numeric</u>	<u>REG1</u>
<u>Active Membership Accepted Count</u>	<u>Accounting</u>	<u>Numeric</u>	<u>2415306</u>
<u>Active Membership Rejected Count</u>	<u>Accounting</u>	<u>Numeric</u>	<u>2516</u>
<u>Active Membership Delayed Count</u>	<u>Accounting</u>	<u>Numeric</u>	<u>1001</u>

Example Annual Footer format (last line in file):

REG1^2415306^2516^1001

Example Annual Footer format (last line in file):

REG1^2415306^2516^1001

**Deliverable:** (see Section 20.0 Schedule of Deliverables)

A. Annual PMPM Reconciliation Report

1.6 Implementation Invoices

Invoices for services within CLIN XX12 and XX13 must always include the following information:

1. Contractor Tax ID
2. Description of implementation milestone met
3. Date (s) of completed implementation milestone services
4. Dollar amount billed
5. Billing CLIN
6. VA provided obligation
7. VISN and VAMC station number when Implementation of the Network begins

1.7 Incentive invoices must always be submitted on a quarterly, semi-annual or annual basis in accordance with the Fee Determining Official's final decision based on the calculations of the Incentive Fee Evaluations. Disincentive reimbursements must always be sent to the VA by check (or) credited against the contractor's PMPM as agreed upon by the contractor and the CO.

1.8 Government Invoice Address:

Healthcare reimbursement invoicing: The contractor must always utilize the designated VA clearing house and comply with any requirements of the clearinghouse for the submission of medical service invoices. The contractor must always also comply with the requirements listed in B.16 Section 12 and C.1, 52.212-4(g).

1.9 Administrative invoicing fees: The Contractor must always submit invoices for administrative fees electronically through VA Financial Services Center (FSC) through the Tungsten Network. (<http://www.tungsten-network.com/VeteransAffairs/>).

## B.16 PERFORMANCE WORK STATEMENT

### 1.0 DEFINITIONS

Term	Definition
Active Veteran	A Veteran who has a Community Care claim paid <u>by the contractor</u> during the billing month.
Ancillary Provider	Providers who perform diagnostic or therapeutic services as an adjunct to basic medical or surgical services.
Approved Referral	Department of Veterans Affairs (VA)-Approved Referral constitutes an order under this contract. Approved Referrals from VA will support a specific plan of care <u>provided by a specified provider identified by National Provider Identifier (NPI) or provider organization identified by Tax Identifier Number (TIN)</u> as it relates to a specified number of visits and/or services related to <u>an a Standard Episode of Care as long as the services are provided by a CCN provider</u> .
Average Speed of Answer	The average time it took for a call to be answered by an agent from when the caller first selected the option to speak to an agent. Does NOT include abandoned calls.
Blockage Rates	The percentage of callers that received a busy tone when they called.
Call Abandonment Rates	The percentage of contacts that spent time waiting to speak to an agent and then hung-up or otherwise exited the system before being offered to an agent. These calls are not resolved in the Interactive Voice Response (IVR).

Term	Definition
Catchment Area	The geographical area served by a Department of Veterans Affairs Medical Center (VAMC).
Claim	An invoice for healthcare, dental or pharmacy services submitted to the contractor from in-network or out-of-network providers. This term also includes a request for payment of healthcare, dental or pharmacy services from the contractor to VA. As used in the PWS, this term does not include the meaning of the term “claim” as defined in FAR 2.101.
Clean Claim	A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.
Complaint	Any expression of an actual or perceived issue.
Critical Finding	Those findings or results that require immediate evaluation by a healthcare provider such that failure to take immediate appropriate action might result in death, significant morbidity, or serious adverse consequences to the Veteran.
Days	All days within the Performance Work Statement (PWS) are calendar days unless otherwise noted. When “business day” is noted, business day is defined as Monday through Friday, excluding standard Federal Holidays and any other day specifically declared to be a national holiday.
Distance-Eligible	Distance-Eligible and Special-Circumstances Veterans (hereinafter referred to as “Distance-Eligible” Veterans) are Veterans who meet specific requirements as determined by VA to be eligible for community care because of geographic reasons including unusual and/or excessive burden or any other special circumstance VA determines to be valid for providing care in the community.
Durable Medical Equipment (DME)	Equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose, generally is not useful to a person in the absence of an illness or injury, and is appropriate for use in the home.
Eligible Veteran	Any Veteran who is eligible to receive care in the community due to either time-eligibility or distance-eligibility.
Emergent Care	Medical care required within twenty-four hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.
Emergent Healthcare Need	Conditions of one’s health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.
Enrolled Veteran	Any Veteran who is enrolled in VA’s patient enrollment system and is eligible to receive healthcare benefits.
<u>Standard</u> Episode of Care	A set of clinically related healthcare services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined authorized period of time not to exceed one year.

Term	Definition
Expired Approved Referral	An Approved Referral that has past the end date.
First Call Resolution	The percentage of calls where the agent resolves the caller's issue without escalating, transferring, or returning the call.
Full Healthcare Delivery (HCD)	Total healthcare delivery of all Community Care Network (CCN) services at all sites or locations within an awarded CCN Region.
General Care	All other care and services offered under VA Health Benefit Package other than Primary Care and complementary and integrative health services (CIHS).
Grievance	A written Complaint on an actual or perceived issue
Highly Rural	<u>Defined as a sparsely populated area located in a county that has fewer than seven individuals residing in that county per square mile, any Critical Access Hospital or any geographic location or healthcare specialty that necessitates a reimbursement greater than Medicare rates in order to maintain network adequacy. As defined in Public Law §113-146, is a sparsely populated area — an area located in a county that has fewer than seven individuals residing in that county per square mile.</u>
Julian Date	The continuous count of days since the beginning of the calendar year; January 1 <sup>st</sup> being “1” and December 31 <sup>st</sup> being day “365”.
Medical Device	An instrument, apparatus, implement, machine, contrivance, or other similar or related article, including a component part or accessory, which is intended for use in the cure, mitigation, or treatment of disease or compensates for a person's loss of mobility or other bodily functional abilities and function as a direct and active component of the person's treatment and rehabilitation.
Non-service Connected Care	Medical care and services provided for a Veteran for an illness or injury that was not incurred in or aggravated by military service as determined by VA.
Primary Care	Healthcare at a basic rather than specialized level.
Prior Authorization	A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires Prior Authorization be obtained “prior to” the specified service.
Real Time Chat	A service that will allow a Customer Service agent to communicate with a caller in <i>real time</i> by using instant messaging.

Term	Definition
Referral Request	A request and approval process that authorizes the Veteran to obtain specified care within a specified timeframe from additional resources in the community. Upon approval, a referral number is generated. The referral number must always be included on claims submitted by CCN providers for payment.
Response Accuracy	The percentage of calls where the response provided by the Call Center is accurate and complete according to the terms of the contract. One mechanism for tracking this is the use of an automated survey at the end of the call with the customer service representative or online chat session.
Root Cause Analysis	A process or procedure that helps guide people to discover and understand the initiating causes of a problem, with the goal of determining missing or inadequately applied controls that will prevent recurrence.
Rural	Areas not designed as Urban or Highly Rural.
Service Connected Care	Medical care and services provided for a Veteran for a Service-Connected (SC) condition is an illness or injury adjudicated by the Veterans Benefits Administration (VBA) as having been incurred or aggravated in line of duty in the active military, naval, or air service.
Solution	All components of the Contractor's response and planned execution of the High Performing Network, claims processing, medical administrative management, customer service, and technology components.
Start of Healthcare Delivery (SHCD)	The beginning of healthcare delivery at a site or location within an awarded CCN Region.
State	One of the fifty (50) states of the United States, District of Columbia, U.S. Virgin Islands, Puerto Rico, Northern Mariana Islands, Guam, and American Samoa.
Service Availability	Services and applications being available, whether it is during abnormal system operation or software upgrade regardless of hardware or software failure.
Service Unavailability	"Service Unavailability" consists of the number of hours that the systems were not available. Calculation of Service Unavailability must not include any time the service is unavailable due to scheduled maintenance.
Site	The entire Catchment Area of a specific VAMC, as identified by VA and includes the entire Catchment Area.
Time-Eligible	Veterans who are unable to schedule an appointment for hospital care, medical services, or dental services with VA within the Wait Time Goals of the Veterans Health Administration (VHA) for such care or services or the period determined by a VA provider to be clinically necessary for such care or services, whichever is shorter. This includes when such care or services are not provided within a medical facility of VA that is accessible to the Veteran. This also includes when there is a compelling reason that the Veteran needs to receive the care or service outside of a medical facility of VA.

Term	Definition
Tribal Health Services	Tribal health programs are defined as services contracted by tribes, from the Indian Health Service, through the authority of Public Law 93-638 (the Indian Self Determination and Education Assistance Act).
Urban	Census tracts with at least 30 percent of the population residing in an urbanized area as defined by the Census Bureau
Urgent Care	Provision of immediate medical service offering outpatient care for the treatment of acute and chronic illness or injury. <del>All Urgent Care services require a referral from VA prior to providing treatment.</del>
VA Community Care Office	VA office designated to support CCN Regions under this contract.
Wait Time Goals	Not more than thirty (30) days from the date on which a Veteran requests an appointment for hospital care or medical services from VA.
Warm Transfer	When the agent who is currently speaking with the caller (and wishes to transfer them) speaks with the new agent before the call is transferred and introduces the caller to the new agent.

#### Acronyms

Acronym	Definition
ADA	American Dental Association
ANSI	American National Standards Institute
AWP	Average Wholesale Price
CAP	Corrective Action Plan
CCD	Continuity of Care Document
CCDA	Consolidated Clinical Document Architecture template
CCN	Community Care Network
CFU	Criteria for Use
CHAMPUS	Civilian Health and Medical Program of Uniformed Service
CHAMPVA	Civilian Health and Medical Program of the Department of Veterans Affairs
CIHS	Complementary and Integrative Health Services
CMS	Centers for Medicare and Medicaid Services
CO	Contracting Officer

Acronym	Definition
COB	Coordination of Benefits
CoE	Centers of Excellence
COOP	Continuity of Operations Plan
COR	Contracting Officer's Representative
CPT	Current Procedural Terminology
CQIP	Clinical Quality Improvement Program
CQMP	Clinical Quality Monitoring Plan
DAF	Data Access Framework
DAS	VA's Data Access Service
DEA	Drug Enforcement Agency
DME	Durable Medical Equipment
eCRUD	Electronic, Create, Read, Update, Delete
EDI	Electronic Data Interchange
EDIPI	Electronic Data Interchange Patient Identifier
EHR	Electronic Health Record
EOB	Explanation of Benefits
EMG	Emergency
ES	Enrollment System
ETL	Extract, Transform, Load
FDA	Food and Drug Administration
FHIR	Fast Healthcare Interoperability Resources
HCD	Full Healthcare Delivery
HCPCS	Healthcare Common Procedure Coding System
HEC	Health Eligibility Center
HHS	Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act

Acronym	Definition
ICD	International Classification of Diseases
ICN	Internal Control Number
IDIQ	Indefinite Delivery/Indefinite Quantity
IMS	Integrated Master Schedule
IQI	Identified Quality Issues (IQI)
ISA	Interconnection Security Agreement
IT	Information Technologies
IVR	Interactive Voice Response
MPR	Monthly Progress Report
MVI	Master Veteran Index
NCPDP	National Council for Prescription Drug Programs
NPI	National Provider Identifier
OHI	Other Health Insurance
OIG	Office of Inspector General
ONC	Office of the National Coordinator
PBM	Pharmacy Benefits Management
PC3	Patient Centered Community Care
PM	Program Manager
PMR	Program Management Review
POC	Point of Contact
PoP	Period of Performance
PQI	Potential Quality Issues(PQI)
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QAP	Quality Assurance Plan
QPR	Quarterly Progress Report

Acronym	Definition
RA	Remittance Advice
RMP	Risk Management Plan
SC	Service-Connected
<u>SEOC</u>	<u>Standard Episode of Care</u>
SHCD	Start of Healthcare Delivery
SOC	Service Organization Controls
SSAE <del>1618</del>	Statement on Standards for Attestation Engagements No. <del>1618</del>
SSN	Social Security Number
TIN	Tax Identifier Number
U.S.C.	United States Code
USPS	United States Postal Service
USSC	United States Sentencing Commission
UV	Ultra-Violet
VA	Department of Veterans Affairs
VACAA	Veterans Access, Choice, and Accountability Act of 2014
VAMC	Department of Veterans Affairs Medical Center
VBA	Veterans Benefits Administration
VHA	Veterans Health Administration
VHACO	Veterans Health Administration Central Office
VISN	Veterans Integrated Service Network

### 1.1 Title of Project

Community Care Network (CCN) services and healthcare resources, purchased under the authority of 38 United States Code (U.S.C.) § 8153, “Sharing of Health-care Resources.”

### 1.2 Scope of Work

The Contractor must provide a CCN per the requirements defined in this Performance Work Statement (PWS).

The CCN must always consist of licensed healthcare providers, as well as healthcare practitioners, to provide medical, surgical, CIHS, DME, pharmacy, and dental services. The Contractor must always receive and maintain enrollment and eligibility information and Prior Authorizations provided by VA. The Contractor must establish and maintain a network of high performing licensed healthcare providers as well as healthcare practitioners to deliver patient-centered care. The Contractor must always (i) provide exemplary customer service; (ii) monitor and manage quality outcomes; (iii) use data and performance metrics to improve services, and (iv) process and pay claims in order to enhance Veterans' healthcare experiences. The Contractor must always deliver healthcare services through the use of tools and practices that drive efficiencies, cost savings, and a positive Veteran experience. The Contractor must always serve as a third-party administrator with responsibility to perform the requirements herein.

### 1.3 Background

VA is committed to providing Veterans with timely, accessible, and high-quality care. VA intends to honor this commitment by improving performance, promoting a positive culture of service, increasing operational effectiveness and accountability, advancing healthcare innovation through research, and training future VA clinicians.

VA recognizes that while the healthcare landscape is constantly changing, VA's unique population and broad geographic demands will continue to require community-based care for Veterans. A Veteran enrolled in the patient enrollment system of VA, established and operated under 38 U.S.C. § 1705, may receive services under this contract. Healthcare services will be provided in each state as defined in 38 U.S.C. § 101(20).

This contract will not be used to acquire services for inherently governmental functions as defined by FAR 7.503 or personal services as defined by FAR 37.104. The contractor will not perform work reserved for performance by Federal employees, and the Government will manage the contractor consistent with its responsibility to perform all inherently governmental functions and maintain control of its mission and operations in accordance with requirements of Office of Federal Procurement Policy Letter 11-01.

## 2.0 PROJECT MANAGEMENT

### 2.1 Kickoff Meeting

The Contractor must participate in a kickoff meeting within thirty (30) days after contract award. The Contractor must create a Kickoff Meeting Presentation describing the details of the approach to delivering all services under this contract in a Project Management Plan (Project Plan) as defined in Section 2.2, "Project Management Plan" in accordance with the Schedule of Deliverables. The Contractor must coordinate with the Contracting Officer (CO) to establish dates, location, and agenda for the kickoff meeting. The Contractor must take meeting minutes, which must be provided to VA in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

- A. Kickoff Meeting Presentation
- B. Meeting Minutes

### 2.2 Project Management Plan (Project Plan)

The Contractor must always be responsible for project management and performance of the requirements of this contract. The Contractor must create a Project Plan to be approved by VA to capture all elements of managing the CCN. The Project Plan must be submitted in accordance with the Schedule of Deliverables. As part of the Project Plan, the Contractor must create an Integrated Master Schedule (IMS)

that depicts the implementation and deployment of the CCN pursuant to the contract. For inclusion in the Project Plan, the Contractor must:

1. Create and maintain a Work Breakdown Structure to a minimum of 3-levels to define the activities, tasks, and outcomes.
2. Identify and include all applicable project milestones in the IMS. The Contractor must always identify and document discrete events necessary to complete the project, identify and document the definition of the relationship between and among these events, and determine the expected duration of each event and resources required for each. The Contractor must then create a schedule that depicts this information as a cohesive whole in the IMS. The Contractor must deliver a detailed-level schedule, critical path depiction, and a what-if analysis, with breakouts of subsections for individual groups/teams. When data are provided/entered that create overall critical path slippage, the Contractor must always notify VA Project Manager within one (1) business day. The notification should occur by email and phone.
3. Ensure that a fully resource-loaded and baselined schedule in Microsoft Project is in place as part of the submission of the initial Project Plan.
4. Generate schedule reports containing the planned versus actual program/project performance against the Project Plan and updated critical path information for the project. The Contractor's schedule reports must always include identification and documentation of project risks that may jeopardize any imminent milestones or the overall project timeline. The reports must always be provided to, and accepted by, VA.
5. Create and maintain a Change Control Process Plan. The Change Control Process Plan must always address any variance from the baseline plan. The Contractor must always obtain VA approval for all proposed changes to the IMS.
6. Deliver a Project-Level Communications Plan to outline the communications required to manage the overall CCN project. The Contractor must include, as part of the Project Level Communications Plan, an approach to communicating action items and issues that require immediate response.
7. Include reference to, and management approach for, the Contingency of Operations Plan requirements described in Section 18.2.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

A. Project Management Plan

### 2.2.1 Implementation Strategy

The CCN must meet healthcare delivery (HCD) requirements no later than twelve (12) months after the contract award date. The Contractor must develop an Implementation Strategy to detail how the CCN must be implemented within the awarded CCN Region(s). The Implementation Strategy must be submitted in accordance with the Schedule of Deliverables. The Implementation Strategy must outline the strategy for management of the following:

1. VA health benefits package information
2. Enrollment and eligibility data exchanges
3. Referral and Prior Authorization systems and processes
4. Medical administrative management processes
5. The provider network, including identification of high performing providers
6. Provider education
7. Credentialing new and existing CCN providers
8. Data exchanges referenced in Section 19.0, "Data Analytics"
9. Claims processing
10. Invoicing for administrative services
11. Customer service
12. Technologies referenced in Section 18.0, "Technology"

In addition, the Implementation Strategy must contain a high-level phased implementation schedule to achieve full HCD within the first twelve (12) months. Acceptable strategies include, but are not limited to, start of HCD (SHCD) no earlier than ninety (90) days after contract award but within one-hundred eight (180) days of contract award, with HCD within twelve (12) months of contract award. For SHCD, the minimum schedule requirement includes full implementation of one (1) VA Urban Site and one (1) VA Rural Site per awarded CCN Region. VA will approve the selection of the Urban and Rural Site for SHCD. For HCD, the minimum schedule requirement includes full implementation of all sites within the awarded CCN Region.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Implementation Strategy

2.2.2 CCN Deployment Plan

The Contractor must develop a CCN Deployment Plan describing the strategy and procedures associated with deploying the CCN by region, VAMC, and VAMC catchment construct identified in Attachment A, “VA Medical Center Catchment Area by CCN Region.” The CCN Deployment Plan must be submitted in accordance with the Schedule of Deliverables.

The CCN Deployment Plan must contain details on the Contractor’s method to:

1. Prepare for deployment of CCN
2. Participate in site readiness planning activities and deployment activities to ensure operational readiness and provider network adequacy
3. Complete training requirements
4. Identify and manage additional documentation proposed by the contractor supporting CCN Deployment plans
5. Activate provider networks to achieve full HCD
6. Identify, monitor, and manage a series of risks and mitigation strategies specific to CCN deployment

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. CCN Deployment Plan

2.3 Risk Management Plan

The Contractor must create and adhere to a Risk Management Plan (RMP), which must consist of risk and issue management processes. The Contractor must always report risks and issues to VA for all CCN activities. In addition, the RMP must describe these impacts and describe measures to either minimize or eliminate the potential impact on the CCN. The Contractor must always submit updated risk responses and actions, to include mitigation strategies, in each Quarterly Progress Report (QPR). The RMP must be submitted in accordance with the Schedule of Deliverables.

The Contractor must always track and manage risks and issues and report them to VA in the Contractor Project Risk Register throughout the period of performance (PoP). In addition, the Contractor must always collaborate with VA to establish the priority, scope, bounds, and resources for managing project risks and issues, and/or assess the courses of action related to them. The Contractor must always inform VA of relevant deliberations and recommendations to mitigate and resolve project risks and issues as they are identified. The Project Risk Register must always be submitted in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Risk Management Plan
- B. Project Risk Register

## 2.4 Operational Quality and Reporting Requirements

### 2.4.1 Quality Assurance Plan

The Contractor must establish and maintain a Quality Assurance Plan (QAP). The QAP must be submitted in accordance with the Schedule of Deliverables. The Contractor's QAP must demonstrate how the Contractor's performance will adhere to the Quality Assurance Surveillance Plan (QASP) (see Attachment B "Quality Assurance Surveillance Plan (QASP)" and Attachment BA, "QASP Appendix 1 CCN Performance Requirement Summary"). The Contractor must always meet performance targets established by the QASP. To provide for changing quality assurance and quality performance conditions, either VA or the Contractor may request changes to the components of QASP measurement and reporting. VA will utilize the QASP to monitor the quality of the Contractor's performance. The oversight provided for in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. The QASP will be finalized upon award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by VA as necessary and executed upon bilateral agreement with the Contractor. The Contractor must always address all QASP performance metrics and whether the performance threshold missed, met and/or exceeded for each standard in a section entitled: "QASP Summary Report" within its Monthly Progress Report (MPR) (see Section 2.4.2, "Supplemental Project Management Reporting Requirements").

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

- A. Quality Assurance Plan

### 2.4.2 Supplemental Project Management Reporting Requirements

The Contractor must always establish and maintain QPRs. The Contractor must always provide the designated VA Project Manager and COR with QPRs in electronic form in Microsoft Word, Project, PowerPoint, or Excel formats as agreed upon with VA. The QPRs must always include:

1. Task Summary - This section includes a high-level summary narrative of the work that is being performed at all levels within the Project Plan.
2. QASP Summary Report – This section must always document the Contractor's performance against the performance metrics identified in the QASP during the reporting period.
3. High Level Schedule Summary – This section reports high-level summary of schedule elements that correspond with the reporting period.
4. Actual Activities for the Preceding Quarter – This section describes the activities performed in the preceding quarter.
5. Planned Activities for the Next Quarter – This section describes the activities planned for the following quarter.
6. High Level Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

These reports must always reflect data as of the last day of the preceding quarter and submitted in accordance with the Schedule of Deliverables. The Contractor must always participate in quarterly Program Management Reviews (PMRs) with VA at VA designated locations to support the presentation of information contained in the QPR. The Contractor must always utilize Attachment C, "QPR Template," to populate and submit the QPRs.

The Contractor must always create MPRs. The Contractor must always provide VA with an MPR in electronic form in Microsoft Word, PowerPoint, or Excel formats as agreed upon with VA. The Contractor must always utilize Attachment D, “MPR Template,” to populate and submit the MPR. The MPR must always include:

1. Task Summary – This section includes a high-level summary narrative of the work that is being performed, both at the IDIQ level and at the Task Order level.
2. QASP Summary Report – This section must always document the Contractor’s performance against the performance metrics identified in the QASP during the reporting period.
3. Schedule Summary – This section reports summary of schedule elements that correspond with the reporting period.
4. Actual Activities for the Preceding Month – This section describes the activities performed in the preceding month.
5. Planned Activities for Next Month – This section describes the activities planned for the following month.
6. Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

The report must always identify any performance problems that arose and a description of how those problems were resolved. If problems have not been completely resolved, the Contractor must always provide an explanation, including their plan and timeframe for resolving the issue. The Contractor must always keep in communication with VA so issues that arise are transparent to both parties to prevent escalation. The Contractor must always participate in *ad hoc* project related meetings with VA. The MPRs must always reflect the data as of the last day of the preceding month and be submitted in accordance with the Schedule of Deliverables. The MPRs must always identify the sources from which the data are pulled, and include notifications when updates to technical documents are made.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Quarterly Progress Reports
- B. Monthly Progress Reports

## 2.5 CCN Communications Plan

The Contractor must develop a CCN Communications Plan to document the Contractor’s approach to communicating with Community Care stakeholders as approved by VA. The plan must be delivered to VA in accordance with the Schedule of Deliverables.

*Note: A comprehensive list of Community Care stakeholders will be provided for reference, and as applicable, at the kickoff meeting. Examples include but not limited to:*

- VA Executive Staff
- VA Community Care Staff
- VA Community Care Contractors (Per CCN Region)
- Veteran Community
- US Government Executive Staff

The CCN Communications Plan must detail the key messages that must be articulated to the Community Care stakeholders, as well as the timing associated with the delivery of those messages. In addition, the CCN Communications Plan must contain the desired outcomes for the communications, as well as the vehicles for communications distribution.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. CCN Communications Plan

##### 2.6 Accreditation

Except as described in Section 3.7.1, “Credentialing Requirements,” healthcare delivery cannot commence until the CCN meets accreditation standards set forth herein. The CCN must always be accredited by a nationally recognized accrediting organization for the healthcare services that are within scope of an accreditation. The Contractor must always ensure that all services, facilities, and providers are in compliance with the accrediting organizations’ standards or applicable Federal and State laws, where accreditation is not required and VA approves, for a service provider prior to serving Veterans under this contract. National certification, in lieu of accreditation, is insufficient to meet this requirement. In the event that this contract and the accrediting organization have different standards for the same activity, the more stringent standard must always apply for the services under this contract. A final determination of the more stringent standard will be made by the VA in any instance of uncertainty.

The Contractor must always maintain accreditation, where available, on the following components or programs of the CCN:

1. Provider Network or Health Network: Accredited prior to the SHCD and within twelve (12) months from date of award. Documentation to be provided prior to the SHCD and no later than twelve (12) months from date of award.
2. Credentialing Process: Documentation to be provided no later than date of award.
3. Medical Administrative Management Process: Documentation to be provided no later than date of award and within thirty (30) days of exercising an option:
  1. Optional Task: Comprehensive Case Management Program Management
  - ~~2. Optional Task: Care Coordination Follow Up~~
  - ~~3.2. Optional Task: Comprehensive Disease Management Program Administration~~
- 4.3. IT systems are accredited to ensure appropriate privacy and security standards are maintained and Veterans’ data is secure. Must always comply with the Federal Information Security Management Act (FISMA) “High” level requirements.

The Contractor must always maintain documentation of all accreditation, certification, credentialing, privileging, and licensing for its accredited components or programs and providers performing services under this contract. The Contractor must always provide a copy of its accreditation documentation in accordance with the Schedule of Deliverables. The Contractor must always notify VA if their accreditation is put on probation, suspended, or revoked within three (3) business days along with a corrective action plan (CAP). VA reserves the right to perform random reviews of the accreditation, certification, credentialing, privileging/competency measures, and licensing files for the accredited programs and providers within the CCN. The Contractor must always provide access to these files within five (5) business days of notification of such review.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Documentation of Accreditation

##### 2.7 SSAE 18 Reporting

###### 2.7.1 SSAE Reporting Generally

The Contractor must engage an unaffiliated external auditing firm to conduct an annual Statement on Standards for Attestation Engagements No. 18 (SSAE 18) Service Organization Controls (SOC) 1 audit in

accordance with the current guidance issued by the Auditing Standards Board and must always provide VA with a written copy of the SSAE 18 SOC 1 Type II examination report (the “Prime Report”). The independent auditing firm must have prior experience in conducting SSAE audits. In addition, the Contractor must always provide a written copy of the SSAE 18 SOC 1 Type II report for any subservice organization (the “Subcontractor Report”). The Prime Reports and Subcontractor Reports must always address the specific services provided by the Contractor to VA under this contract. The current guidance for SSAE was issued in April 2016. This guidance may be updated during the performance of the contract. The contractor must always comply with updates to SSAE and provide new reports as required by any changes to the updated SSAE guidance.

### 2.7.2 SSAE 18 Reporting Specifications and Deliverables

VA’s fiscal year begins October 1 and ends on September 30. The Contractor must submit an initial Prime Report and Subcontractor Report for current business and financial operations as of the date of contract award in accordance with the Schedule of Deliverables. Subsequent Prime Reports and Subcontractor Reports must always cover a minimum of one-hundred eighty (180) days of VA’s fiscal year and be submitted in accordance with the Schedule of Deliverables. Such subsequent reports must always cover the processes outsourced to the Contractor and that align to VA contractual requirements.

All Prime Reports and Subcontractor Reports must always clearly indicate the services, systems, and locations covered by the review, as well as the nature and type of control testing performed. The Contractor must always also account for controls over subservice organization (Subcontractor) services and performance. The Contractor must always include a cover letter on all Prime Reports and Subcontractor Reports clearly identifying that the Contractor that is performing services within the scope of the contract. The cover letter must be addressed to VA and must always summarize the results of the audit and the audit tests performed. The letter must always highlight unusual items, deficiencies, qualifications, and any inconsistencies with professional standards and provide an indication of actions being taken to address, remedy, or mitigate these or other weaknesses noted in the applicable report.

In the event a Prime Report or Subcontractor Report includes any deficiencies material to the Contractor’s performance under this contract or relevant to VA’s internal controls over financial reporting as determined by VA in its sole discretion, VA will notify the Contractor in writing of the need for a CAP within thirty (30) days of receipt of the Prime Report. The Contractor must always submit the CAP to VA in accordance with the Schedule of Deliverables. The CAP must always describe, in detail, actions that will be taken by the Contractor to resolve the deficiencies and the timeline (begin and end dates) for completing each action. The Contractor must always implement recommendations as suggested by its auditor and the audit report within ninety (90) days from report issuance and must always cure any deficiencies to VA’s satisfaction within a reasonable period, but no later than ninety (90) days from report issuance, and at no cost to VA.

The Contractor must always provide a bridge letter in accordance with the Schedule of Deliverables to cover the “gap” between the applicable Prime Report’s and Sub-Report’s period end date and VA’s fiscal year end date (September 30).

The Contractor must always address the SSAE 18 Bridge Letters to VA from Contractor senior management and must always specify the coverage begin and end dates. The letter must always include Contractor management’s assertion that the processes and internal controls that were in effect during the period covered by the applicable Prime Report and Subcontractor Report remain in effect, and/or summarize any material changes in the control environment and their impact to VA. The Bridge Letter must always provide an acknowledgement that it is not a replacement for the actual Prime Report or Subcontractor Report.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. SSAE 18 - Prime Report
- B. SSAE 18 - Subcontractor Report
- C. SSAE 18 Bridge Letter
- D. Corrective Action Plan

## 2.8 Transition

### 2.8.1 Transition In

The Contractor will have ninety (90) days from award to develop a transition plan. Within the first 15 days of this period, the Contractor must provide a listing of their transition team members and team lead. This transition team must always be responsible for coordinating with VA and the incumbent contractor(s) to identify the documentation, access to personnel (both VA and incumbent contractor), and system access necessary to begin the process of reaching operating capability for SHCD and full HCD. The plan must ensure continuation of healthcare delivery with minimal disruption to Veterans and the VA. The transition activities must always consider critical community care components including current provider networks, customer service, referral processes, claims processing, enrollment, and processes to ensure continuity of care. The Contractor's transition plan must include, but is not limited to the following:

1. Transition team members (e.g., names, roles and responsibilities)
2. Transition approach and objectives
3. Planned transition meetings and schedule
4. Transition execution steps with associated milestones
5. What the contractor will need from VA to effectively transition

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

- A. Transition In Plan
- B. Twice monthly status reports

### 2.8.2 Transition Out

The Contractor must facilitate the transition of contracted activities and services to the Government or to a follow-on contractor at the end of the contract period of performance or as these activities are transitioned to the Government or to another contractor. Transition activities must include, but are not limited to, the following:

1. Processing and finalization of all open healthcare claims inventories. The outgoing contractor must always submit weekly status reports of inventories and phase-out activities to VA beginning the 20th calendar day after notification from the Contracting Officer.
2. Providing current inventory of all Government-owned assets used by the Contractor along with full support in the reconciliation of this inventory.

3. Providing “shadowing” and other knowledge transfer meetings and opportunities to facilitate the transfer of information, processes, and data needed to continue the services being performed by the Contractor.
4. Providing current and accurate program management documents.
5. Removal and purging of all non-public or other protected VA information and data from any Contractor owned system, and certification thereof.
6. Active participation in transition management activities with a transition team comprised of VA and/or successor Contractor personnel.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Transition Out Plan
- B. Weekly status report of claims inventories and phase-out activities

### 3.0 HIGH PERFORMING NETWORK

#### 3.1 Network Establishment and Maintenance

The Contractor must provide a CCN. The CCN must always consist of a comprehensive network of qualified healthcare providers and practitioners to provide services set forth in Section 4.0, “CCN Health Benefit Package.” Additional requirements for the Pharmacy component of the CCN are contained in Section 15.0, “Pharmacy.” Additional requirements for the DME component of the CCN are contained in Section 16.0, “Durable Medical Equipment, Medical Devices, Orthotic and Prosthetic Items.” Additional requirements for the Dental component of the CCN are contained in Section 17.0, “Dental.” The Contractor must always maintain a network of providers and practitioners that will extend across the entirety of each CCN Region and must always be sufficient in numbers and types of providers, practitioners, and facilities to ensure that all services will be accessible within the time frames outlined in this section. Network adequacy will be determined for each VAMC located in the awarded CCN Region and by specific categories of care. The Contractor must always utilize two primary factors to achieve network adequacy: (i) geographic accessibility to a provider based on drive times, and (ii) appointment availability. Where access is inadequate (drive time or appointment availability) as determined by VA, the Contractor will be required to recruit providers and practitioners currently practicing in that area to participate in the CCN.

The CCN must always:

1. Include individual providers, practitioners, and institutional facilities
2. Coordinate with the care and services provided by VA
3. Monitor quality and cost-effective care
4. Be adequate in size, scope, and capacity to ensure that Veterans receive timely access to care

The size, scope, and capacity of the CCN must always ensure timely access to care and must be set up in accordance with the minimum standards for each VAMC catchment area found in Tables 1 and 2, except that minimum standards for: (i) CIHS practitioners are set forth in Section 3.2.2, “CCN CIHS Network,” (ii) dental providers are set forth in Section 17.1, “Dental Network Adequacy,” and (iii) pharmacy providers are set forth in Section 15.2, “Urgent/Emergent Prescription Network Adequacy”:

*Table 1. Maximum Drive Times*

Drive Times	
Primary Care	
Urban	Thirty (30) minutes
Rural	Forty-five (45) minutes
Highly Rural	Sixty (60) minutes
General Care	
Urban	Forty-five (45) minutes
Rural	One hundred (100) minutes
Highly Rural	One hundred eighty (180) minutes

\*Note: Drive Times calculations are in Section 3.6, “Network Adequacy Management.”

*Table 2. Maximum Appointment Availability Times*

Appointment Availability			
	Emergent	Urgent	Routine
Urban	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days
Rural	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days
Highly Rural	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days

\*Note: Appointment Availability calculations are in Section 3.6, “Network Adequacy Management.”

Any deviations from these minimum standards, including requests to use telehealth capabilities to meet these standards, must always be requested in writing by the Contractor and submitted to the COR. Written requests must always include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR, and a determination will be provided by the CO.

### 3.2 Provider Networks

The Contractor must always be responsible for identifying, contacting, negotiating, and contracting with hospitals, physicians, and other healthcare professionals and practitioners within the awarded CCN Region(s) (see Section 3.5, “CCN Regions”). The Contractor may use the prior fiscal year (FY) utilization data available to determine which providers and practitioners should be considered for CCN contracting. VA will provide additional Fiscal Year 2015 (FY15) utilization data after contract award. VA has attached FY15 and Year to Date FY16 Summary Demand Data identifying the volume of referrals to the community by categories of care by CCN Region (see Attachment E, “Summary Demand Data”) and FY15 Active Veteran counts by CCN Region (see Attachment F, “Projected Active Veterans”). Utilization data provided pursuant to this paragraph are not a guarantee of volume of purchases under this contract.

The Contractor must always identify Primary Care providers within the CCN provider listing so that Veterans can be assigned to the Primary Care provider selected by the Veteran, working with VA, in the Contractor’s enrollment system. The Contractor must always obtain Primary Care provider assignments from referral and prior authorization data, claims data, or any other data provided by VA.

The Contractor must always inform all CCN providers that it is impermissible to charge any Veteran for not keeping a scheduled appointment.

Only VA providers will be delegated authority as Ordering Officials. CCN providers will not be delegated authority as Ordering Officials. For VA Providers ordering pharmacy services under this contract, the Contractor will need to have an Approved Referral.

The Contractor must always include a process for Veterans to rate all CCN providers and practitioners based on satisfaction of services rendered and include such ratings in the assessment of High Performing Providers (see Section 3.4, “Identification of High Performing Providers” below). The Contractor must provide a Veteran Feedback Plan in accordance with the Schedule of Deliverables that describes the process Veterans will use to rate CCN providers on the services they receive under this contract.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Veteran Feedback Plan

##### 3.2.1 CCN Healthcare Services Network

The CCN Healthcare Services Network must always be composed of a comprehensive network of licensed healthcare providers, unless licensure is not applicable to such providers, to deliver the services identified in Section 4.1, “CCN Healthcare Services,” and to meet the network adequacy standards in Section 3.1, “Network Establishment and Maintenance.” The Contractor must always make every reasonable attempt to ensure access to Academic Teaching Facilities and Federally Qualified Healthcare Centers as part of the CCN Healthcare Services Network. The Contractor must always make every reasonable attempt to also include Tribal Health Services in the CCN Healthcare Services Network after December 31, 2017.

The Contractor must always make every reasonable attempt to allow Veterans to remain with their existing providers by contracting with those providers to be in the CCN.

The Contractor must always ensure that all appointments for healthcare services are honored for authorized services by their network providers. The Contractor must always require Veteran appointments canceled by a CCN Healthcare Services Network Provider be rescheduled in accordance with medical necessity of the Veteran and with VA guidance provided during implementation.

The Contractor must always ensure the CCN Healthcare Services Network is accredited pursuant to Section 2.6, “Accreditation.”

##### 3.2.2 CCN Complementary and Integrative Healthcare Services (CIHS) Network

The Contractor must always provide access to a CCN CIHS Network. The CCN CIHS Network must always be composed of a comprehensive network of practitioners to deliver the services identified in Section 4.2, “CCN Complementary and Integrative Healthcare Services,” and meet the minimum network adequacy standards for each VAMC service area set forth in Tables 3 and 4.

*Table 3. Maximum Drive Times*

	Drive Times
Urban	Forty-five (45) Minutes
Rural	One Hundred (100) Minutes
Highly Rural	One Hundred Eighty (180) Minutes

\*Note: Drive Times calculations are in Section 3.6, “Network Adequacy Management.”

*Table 4. Maximum Appointment Availability Times*

Appointment Availability	
Urban	Thirty (30) days
Rural	Thirty (30) days
Highly Rural	Thirty (30) days

\*Note: Appointment Availability calculations are in Section 3.6, “Network Adequacy Management.”

Any deviations from these minimum standards, including requests to use telehealth capabilities to meet these standards, must always be requested in writing by the Contractor and submitted to the COR. Written requests must always include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR, and a determination will be provided by the CO.

The Contractor must always confirm that all CCN CIHS Network practitioners are in compliance with all applicable federal and state laws, statutes, and regulatory requirements. The Contractor must always confirm if a CCN CIHS Network practitioner’s practice area provides for certification and/or licensure. If so, then the CCN CIHS Network practitioner must always hold such certification and/or license.

The Contractor must always inform all CCN CIHS Network practitioners that it is impermissible to charge any Veteran for not keeping a scheduled appointment. The Contractor must always require that all appointments with CCN CIHS Network practitioners are honored for authorized services. The Contractor must always require Veteran appointments canceled by a Network Provider be rescheduled in accordance with VA timeliness standards.

The Contractor must develop a CCN CIHS Network Adequacy Plan that specifies the Contractor’s specific processes and requirements for identifying and contracting with CCN CIHS Network practitioners to participate in the CCN CIHS Network in accordance with the applicable requirements set forth in this contract. The CCN CIHS Network Adequacy Plan must identify each CCN CIHS Network practitioner type and the corresponding policies, regulations, and licensure and certification requirements that will be used to define a CCN CIHS Network practitioner’s scope of practice and determine whether to include a CCN CIHS Network practitioner in the CCN CIHS Network. The CIHS Network Adequacy Plan must be reviewed and accepted by VA in accordance with the Schedule of Deliverables.

Section 2.6, “Accreditation,” does not apply to the CCN CIHS Network.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. CCN CIHS Network Adequacy Plan

##### 3.3 Out-of-Network Providers

The Contractor must always instruct out of network providers to submit healthcare claims directly to VA following VA claims submission procedures. [Notifications to non-network providers must always](#)

~~include a reminder to have them submit supporting medical documentation with claims submission. Upon request by VA, the Contractor must always assist the VA in obtaining information VA needs to verify and process the out-of-network provider healthcare claim.~~

### 3.4 Identification of High-Performing Providers

The Contractor will assist VA with the development of CCN Healthcare Services Network Quality and Performance Criteria during Implementation. Attachment G, “Quality and Performance Metrics” contains quality and performance metrics the VA is interested in measuring; however, the thresholds and additional metrics will be determined during Implementation based on the Contractor’s industry best practice. The Contractor must always use the Quality and Performance Metrics to assist VA in identifying High Performing Providers.

The Contractor must always provide CCN providers with the Quality and Performance Criteria agreed to by VA in accordance with the Schedule of Deliverables. The Contractor must always request CCN providers submit quality and performance data identified in Attachment G, “Quality and Performance Metrics” to be considered a high performing provider within the CCN. For purposes of identifying and designating a provider as described in this section, the Contractor may provide additional internal provider performance data along with publicly available performance data that are applicable to that provider. The Contractor must always monitor and review the performance of CCN Healthcare Services Network providers and take corrective action when necessary.

The Contractor must always provide high performing provider quality and performance data to VA monthly.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. CCN Healthcare Services Network Quality and Performance Criteria
- B. High Performing Provider Quality and Performance Data

#### 3.4.1 Institutional Providers

The Contractor must always identify and designate high performing CCN Healthcare Services Network institutional providers as Centers of Excellence (CoE). Any designation of an institution as a CoE must always be based on the Healthcare Services Network Quality and Performance Criteria Thresholds as agreed to by VA, as referenced in Section 3.4, “Identification of High Performing Providers.” The Contractor must always provide the CoE designation in all provider data transmitted to VA.

#### 3.4.2 Group Practice Providers

The Contractor must always identify and designate CCN Healthcare Services Network group practice providers as high performing providers based on the combined group practice performance against the CCN Healthcare Services Network Quality and Performance Criteria Thresholds agreed to by VA, as referenced in Section 3.4, “Identification of High Performing Providers.” The Contractor must always provide the high performing provider designation in all provider data transmitted to VA.

#### 3.4.3 Individual Providers

The Contractor must always identify and designate CCN Healthcare Services Network individual providers as high performing providers based on the individual provider’s performance against the CCN Healthcare Services Network Quality and Performance Criteria Thresholds agreed to by VA, as referenced in Section 3.4, “Identification of High Performing Providers.” The Contractor must always provide the high performing provider designation in all provider data transmitted to VA.

The contractor shall make available American Medical Association guidelines for assessing a patient’s military experience and duty assignments. All high performing Veteran care providers will have access to accredited training developed by Department of Veterans Affairs (VA).

### 3.5 CCN Regions

For the purposes of this contract, the CCN Regions are as follows:

*Table 5. VA CCN Regions*

CCN Region 1	CCN Region 2	CCN Region 3	CCN Region 4
Maine	Ohio	Oklahoma	Texas
New Hampshire	Kentucky	Arkansas	New Mexico
Vermont	Indiana	Louisiana	Arizona
Massachusetts	Illinois	Tennessee	California
Connecticut	Missouri	Mississippi	Nevada
Rhode Island	Kansas	Alabama	Utah
New York	Nebraska	Georgia	Colorado
New Jersey	Iowa	South Carolina	Wyoming
Delaware	Wisconsin	Florida	Idaho
Maryland	Michigan	Puerto Rico	Oregon
Pennsylvania	Minnesota	U.S. Virgin Islands	Washington
District of Columbia	North Dakota		Montana
West Virginia	South Dakota		Alaska
Virginia			Hawaii
North Carolina			Northern Mariana Islands
			Guam
			American Samoa

### 3.6 Network Adequacy Management

The Contractor must detail the approach for creating and maintaining an adequate CCN in a Network Adequacy Plan. The Contractor must always address all network adequacy requirements under the CCN; the CCN Healthcare Services Network, the CCN CIHS Network, dental, and pharmacy within the Network Adequacy Plan. The CCN must always be customized for each VAMC catchment area per Attachment A, “VA Medical Center Catchment Area by CCN Region.” The Contractor must obtain approval of the Network Adequacy Plan from VA in accordance with the Schedule of Deliverables.

The Contractor must always monitor CCN performance against the network adequacy standards set forth in Section 3.1, “Network Establishment and Maintenance,” as part of the Network Adequacy Plan. The Contractor must always provide Network Adequacy Performance Reports in accordance with the Schedule of Deliverables. The Contractor must always record performance, including any performance deficiencies, and submit the performance record as part of a Network Adequacy Performance Report to

VA. Network adequacy performance is measured independently for Urban, Rural, and Highly Rural areas. The Network Adequacy Performance Reports must always include the following elements for the CCN Healthcare Services Network, CCN CIHS Network, dental, and pharmacy: (i) average drive time, calculated per claim received and calculated using Bing Maps or other geomapping utility approved by VA based on the distance-between Veteran address maintained in the eligibility data and the rendering provider's physical address without factoring in allocations for traffic conditions; (ii) average appointment availability to evaluate wait times, calculated using the date the referral is sent to provider from VA and actual appointment date on the first claim associated with that referral; (iii) any further analysis that takes into consideration any rescheduled, cancelled, or missed appointments and/or Veteran or CCN provider complaint data received regarding drive time or appointment availability standards; (iv) any gaps in network adequacy for average drive time and appointment availability, categorized by healthcare service category and geographic location to include an Urban, Rural, or Highly Rural indicator; and (v) documentation of rescheduled, cancelled, or missed appointments. The Contractor must always develop and submit to VA a Network Adequacy CAP for Contractor resolution of any performance deficiencies identified by the Contractor or VA in accordance with the Schedule of Deliverables. The Contractor's Network Adequacy CAPs must always include the reason(s) for the performance deficiency and timeline for the Contractor to correct the deficiency.

The Contractor must conduct virtual monthly network adequacy meetings with individual VAMCs and VA stakeholders to evaluate network performance, anticipated changes in network demand, and to review the deliverables listed in Section 3.6, "Network Adequacy Management." The Contractor may conduct such monthly meetings in person. The Contractor must always prioritize VA capacity needs to meet network adequacy requirements. VA and the Contractor maintain the ability to request *ad hoc* meetings to discuss identified issues. Any such *ad hoc* meetings must always be unlimited until full HCD is reached; then limited to no more than two (2) times per month for each additional option period. VA and the Contractor may mutually agree to an alternate schedule of meetings once full HCD is achieved.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

- A. Network Adequacy Plan
- B. Network Adequacy Performance Report
- C. Network Adequacy CAP

### 3.7 Credentialing

#### 3.7.1 Credentialing Requirements

The Contractor must always confirm that CCN Healthcare Services Network providers and facilities are credentialed in accordance with the requirements set forth by the nationally recognized accrediting organization for the Contractor's credentialing program unless the accrediting organization's standards are not applicable to such services, facilities and providers.

The Contractor must always confirm that all services, facilities, and providers are in compliance with all applicable federal and state regulatory requirements. Any provider on the U.S. Department of Health and Human Services (HHS) Office of Inspector General (OIG) exclusionary list must always be prohibited from network participation. See: <http://oig.hhs.gov/exclusions/index.asp> for further details.

In accordance with requirements outlined in the OIG's Compliance Program Guidance for Hospitals (<https://oig.hhs.gov/compliance/compliance-guidance/index.asp>), the Contractor must always confirm that all services, facilities, and providers, as applicable, have a compliance program in place that includes the seven (7) elements of an effective compliance program:

1. Conducting internal monitoring and auditing
2. Implementing compliance and practice standards
3. Designating a Compliance Officer or contact
4. Conducting appropriate training and education
5. Responding appropriately to detected offenses and developing corrective action
6. Developing open lines of communication
7. Enforcing disciplinary standards through well-publicized guidelines

The Contractor must always be responsible for ensuring that CCN providers who are not credentialed under an accredited credentialing process have the following documentation:

1. Proof of identity by obtaining a government issued photo identification and I-9 documentation;
2. Education and training, if applicable (unskilled home health excluded);
3. Have an active, unrestricted license in the state in which the service is performed, if applicable (unskilled home health excluded);
4. Have a current NPI number, if applicable (unskilled home health excluded);
5. Tax Identification Number;
6. Maintain professional liability insurance in an amount in accordance with the laws of the state in which the care is provided;
7. Have a Drug Enforcement Agency (DEA) number, if they prescribe controlled substances;
8. Work History;
9. Criminal Background Disclosure;
10. Professional References; and
11. Operate within the scope of their license.

The Contractor must always ensure that all inpatient facilities maintain Joint Commission accreditation or accreditation by the American Osteopathic Association (AOA), when applicable. The Contractor must always ensure that rehabilitation facilities maintain accreditation with Commission on Accreditation of Rehabilitation Facilities (CARF), at a minimum. Rehabilitation facilities who maintain a Joint Commission accreditation are not required to maintain a CARF accreditation as well. The ~~Joint Commission~~ accreditation requirement may be waived by the CO, who will coordinate with the Contractor and facility for facilities that do not have a preexisting requirement for accreditation because of federal and/or state requirements. For cases in which this requirement is waived, the Contractor must always note the omission and submit proposed alternative qualification standards so as to ensure a like standard of quality to the CO and COR.

If a provider is or has been licensed, registered, or certified in more than one state, the Contractor must always confirm that the provider certifies that none of those states has terminated such license, registration, or certification for cause, and that the provider has not involuntarily relinquished such license, registration, or certification in any of those states after being notified in writing by that state of potential termination for cause.

The Contractor must always notify VA and take necessary actions to remove any CCN Healthcare Services Network provider if any state in which the provider is licensed, registered, or certified, terminates such license, registration, or certification for cause. The Contractor must always notify VA of any action against the provider’s state license immediately in writing.

The Contractor must always report in writing, as soon as possible, but not later than fifteen (15) days after the Contractor is notified, to the CO/COR [\(via email\)](#) and the Contractor’s peer review committee, the loss of or other adverse impact to a CCN Healthcare Services Network provider’s certification, credentialing, privileging, or licensing. Loss of facility accreditation status must always be reported as soon as the Contractor is notified. The report must always contain information detailing the reasons for and circumstances related to the loss or adverse impact. The report must always be sent to the CO and COR. The Contractor must always immediately cease referrals submitted for Veterans to such provider until such time circumstances contributing to the event or loss have been resolved. The Contractor may submit a request with supporting rationale for the re-listing of such provider/facility. The Contractor must always act to support coordination of transfers or other care transitions for Veterans under the care of the de-listed provider/facility, subject to the approval of the CO/COR, to minimize, to the maximum extent possible, the impact on the Veteran.

The Contractor must always provide an annual attestation, in accordance with the Schedule of Deliverables, certifying that all accreditation, certification, credentialing, privileging/competency measures, and licensing requirements required under this contract are met for network providers performing services under this contract.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Documentation of Accreditation/Annual Attestation

4.0 CCN HEALTH BENEFIT PACKAGE

4.1 CCN Healthcare Services

The Contractor must always include the following CCN Healthcare Services as described in 38 Code of Federal Regulations (C.F.R.) § 17.38 as part of the services provided under this contract:

*Table 6. CCN Healthcare Services*

Health Benefit	Coverage
<p>Basic Medical Benefits Package, includes:</p> <ul style="list-style-type: none"> <li>• Preventive Care</li> <li>• Comprehensive Rehabilitative Services</li> <li>• Hospital Services</li> <li>• Ancillary Services</li> <li>• Mental Health (to include professional counseling)</li> <li>• Residential Care</li> <li>• Home Healthcare (Skilled and Unskilled)</li> <li>• Hospice/Palliative Care/Respite</li> <li>• Geriatrics (Noninstitutional extended care services, including but not limited to</li> </ul>	<p>All Eligible Veterans</p>

<p>noninstitutional geriatric evaluation, noninstitutional adult day health care, and noninstitutional respite care)</p> <ul style="list-style-type: none"> <li>• Outpatient Diagnostic and Treatment Services (including laboratory services)</li> <li>• Inpatient Diagnostic and Treatment Services</li> <li>• Long Term Acute Care</li> <li>• Acupuncture</li> <li>• Maternity and Women’s Health</li> <li>• <u>Telehealth</u></li> <li>• <u>Chronic Dialysis Treatment</u></li> </ul>	
Skilled Nursing Facility Care	Limitation of rehab services not to exceed 100 days per calendar year
Pharmacy	All Eligible Veterans; Contractor must always provide pharmacy services only for urgent and emergent prescriptions
Dental	Requires special eligibility (see Section 17.0, “Dental”)
Emergent Care	Under certain conditions pursuant to 38 C.F.R. § 17.52(a)(3), 17.53, 17.54, and 17.120-17.132
DME, Medical Devices, Orthotic, and Prosthetic Items	For urgent/emergent circumstances pursuant to 38 C.F.R. § 17.149; Contractor must always provide DME, Medical Devices, Orthotic, and Prosthetic Items for only urgent and emergent prescriptions for eligible Veterans
Reconstructive Surgery	Under certain conditions pursuant to 38 C.F.R. § 17.38
Immunizations	Under certain conditions pursuant to 38 C.F.R. § 17.38
Implants	When provided as part of an authorized surgical or medical procedure
Urgent Care	Under certain conditions pursuant to 38 C.F.R. § 17.52(a)(3), 17.53, 17.54 and 17.120-17.132

Note: CCN Healthcare Services must always include rehabilitative services/therapies provided by non-licensed practitioners (e.g., blind and low vision rehabilitation services, driver rehabilitation services, and recreational therapy).

#### 4.1.1 CCN Healthcare Service Exceptions

CCN Healthcare Service Exceptions are services that are covered by VA Health Benefit Package pursuant to 38 C.F.R. § 17.38 or otherwise provided by VA, but must not be provided under this contract. The Contractor will not be reimbursed for the Administrative Fees or the Cost of Medical Care if any services for the following items are provided to an Active Veteran:

1. Beneficiary travel
2. Medical and rehabilitative evaluation for artificial limbs and specialized devices such as adaptive sports and recreational equipment
3. Nursing home care including state Veterans' Home per diem
4. Home deliveries and deliveries by direct entry midwives also known as lay midwives or certified professional midwives.

~~5. In vitro fertilization~~

~~6.5. Ambulance services~~ (ambulance services must always be referred directly to VA for payment consideration)

~~7. Emergency Services~~

#### 4.2 CCN Complementary and Integrative Healthcare Services

VA's medical benefits package includes the following CCN CIHSs, based on VA's determination that they promote, preserve, and restore health, as these terms are defined in 38 C.F.R § 17.38(b), and are in accord with generally accepted standards of medical practice. (Note that acupuncture is already included as basic care under the medical benefits package.) The Contractor must always provide the following CCN CIHS and require all practitioners to submit claims using the appropriate Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code. If a CPT or HCPCS code is unavailable, the CCN CIHS Network practitioner must always use VA National Clinic List Codes identified in Table 7 as CPT codes or HCPCS codes.

Table 7. VA National Clinic List Codes

VA National Clinic List Code	Name	Coverage
BIOF	Biofeedback	Under certain conditions pursuant to 38 C.F.R. § 17.38
HYPN	Hypnotherapy	
MSGT	Massage Therapy	
NAHL	Native American Healing	
RLXT	Relaxation Techniques (e.g., meditation, guided imagery)	
TAIC	Tai Chi	

#### 4.3 Excluded CCN Healthcare Services

Excluded CCN Healthcare Services are services not covered by the CCN Health Benefit Package pursuant to 38 C.F.R. § 17.38. The Contractor must always exclude the following healthcare services from the CCN Health Benefit Package:

1. Abortion or abortion counseling
2. Drugs, biologicals, and medical devices not approved by the Food and Drug Administration (FDA) unless used under approved clinical research trials
3. Gender alterations; however, medically indicated diagnostic testing or treatments related to gender alterations are covered benefits
4. Hospital and outpatient care for a Veteran who is either a patient or inmate in an institution of another Government agency if that agency has a duty to give the care or services
5. Membership in spas or health clubs
6. Out-of-network services

## 5.0 ELIGIBILITY VERIFICATION AND ENROLLMENT

### 5.1 Eligibility Data

The Contractor must always confirm eligibility for all Veterans who receive community care based on data received from VA. The Contractor is not responsible for eligibility determinations.

Eligibility for community care is specific to a CCN region's VAMC capabilities and could change depending on a specific VAMC's wait times for each offered service for Time-Eligible Veterans or Veteran and/or VA facility address and geographic condition changes for Distance-Eligible Veterans.

#### 5.1.1 Eligibility Verifications

In order to be eligible, a Veteran must always be both enrolled in VA's patient enrollment system and have an Approved Referral for care in the community. The Contractor must always respond to requests for eligibility data from CCN providers, electronically and/or via telephone. See Section 6.0, "Customer Service," for additional details on call center requirements.

The Contractor must always confirm eligibility of Veterans in the Eligibility Verification and Enrollment Data Exchange (see Attachment H, “Eligibility Verification and Enrollment Data Exchange” via VA’s Data Access Service (DAS) and Electronic Data Interchange (EDI) transactions.

#### 5.1.1.1 VHA Enrolled Veterans Eligibility Verification: Distance-Eligible Veterans

Veterans’ distance eligibility will be determined by VA and transmitted to the Contractor as detailed in Section 18.0, “Technology.”

Distance-Eligible Veterans who are enrolled in VA patient enrollment system and who have chosen a Primary Care provider in the community will have an Approved Referral for Primary Care services for a period not to exceed one (1) year and must always be eligible to receive Primary Care services without requesting additional referrals from VA. For services other than Primary Care services, Distance-Eligible Veterans must always receive an Approved Referral for those specific services from VA in order to be considered eligible for those services.

#### 5.1.1.2 VHA Enrolled Veterans Eligibility Verification: Time-Eligible Veterans

Time eligibility determinations are based on a specific Standard Episode of Care and the Contractor must always verify the existence of an Approved Referral for care for each unique Standard Episode of Care. Time-Eligible Veterans can be confirmed for ~~an~~ a Standard Episode of Care by the Contractor based on verification of enrollment in VA healthcare and the receipt of an Approved Referral for care in the community.

### 5.2 Contractor Enrollment

The Contractor must always maintain an accurate and up-to-date enrollment system based on information provided by VA. The Contractor must always receive, process, and store electronic transmissions of the initial load of Veteran information and ongoing updates from VA. VA will provide a list of all Enrolled Veterans. Enrolled Veterans may include Veterans who do not currently utilize VA for healthcare but who elect to at some time.

The Contractor must always identify Time-Eligible Veterans and Distance-Eligible Veterans in their systems. After receipt of the initial load, the Contractor must always receive, process, and store updates showing Veterans whose eligibility for Community Care status has changed, to include new enrollments, changes of enrollment status in VA’s patient enrollment system, updates to demographic information, extensions, or terminations.

Veterans who reside within one hundred (100) miles of a Regional border may elect to enroll in the adjacent CCN Region. This regional enrollment selection may be changed for each VA authorized Standard Episode of Care. The Contractor must always maintain a process for receiving and loading new Enrolled Veterans within the awarded CCN Region on an *ad hoc* basis to provide care and services to Veterans who may be traveling through another CCN Region.

The Contractor must always use VA-provided EDI Patient Identifier (EDIPI), also known as the member ID, as the unique identification number to identify each Enrolled Veteran. The Contractor must always provide VA with real-time, read-only access to the Contractor Enrollment System as described in Section 18.0, “Technology.”

### 5.3 Primary Care Provider Designation

The Contractor must always document Primary Care provider selection, whether a CCN provider or VA provider, during the enrollment process for Veterans authorized to receive care in the community. The Contractor must always pre-populate Primary Care provider information for any Time and/or Distance-Eligible Veteran who has elected a Primary Care provider within VA. VA will initially provide VA Primary Care provider designations to the Contractor ~~within thirty (30) days after contract award~~ in the initial load of Veteran records transmitted through VA's Data Access Service (DAS); see Attachment H, "Eligibility Verification and Enrollment Data Exchange," and Section 18.4 for more information. Subsequent updates to VA Primary Care provider designations will be communicated on the referral form. The Contractor must establish and maintain a process for identifying Primary Care providers for Time-Eligible and/or Distance-Eligible Veterans who do not have a pre-populated VA Primary Care provider. Please refer to Section 3.2, "Provider Networks," for more information on Primary Care designations. The Contractor must not auto-assign a Primary Care provider to any Veteran. The Contractor must always communicate all Primary Care provider designations to VA weekly including the identification of any Veteran who has: (i) more than one (1) Primary Care provider designation, or (ii) does not have a Primary Care provider designation. Please refer to Section 18.15, "Provider Data Transfer," for more information on the Primary Care provider file.

## 6.0 CUSTOMER SERVICE

The Contractor must establish and maintain customer service capabilities in support of the CCN. These capabilities, detailed in Sections 6.1-6.8, must include:

1. Establishing and maintaining metrics for Contractor-maintained call center functionality for handling VA and Provider calls
2. Staffing and supporting call centers functionality in compliance with the standards established
3. Maintaining system interfaces and websites, in accordance with VA Directive and Handbook 6102, for Veterans, CCN providers, and VA
4. Managing complaints and grievances based on established procedures
5. Providing monthly reporting to VA and maintaining communication between VA and the Contractor on performance in all areas of customer service
6. Managing correspondence, including Congressional and VA inquiries

### 6.1 Contractor VA Support Call Center Functions

The Contractor must establish and maintain a Contractor VA Support Call Center. The Contractor VA Support Call Center will address inquiries made by VA Community Care Contact Center staff regarding information such as, but not limited to, provider availability, confirm receipt of Veteran eligibility status, confirm receipt of Veteran referral/authorization status, CCN, retail pharmacy, claim status, Veteran Complaints and Grievances, and Congressional and VA inquiries. The Contractor VA Support Call Center must always manage calls received from VA Community Care Contact Center and its representatives.

The Contractor VA Support Call Center must always include, at a minimum, toll-free telephone lines, access to customer service via a Real Time Chat function, and automated phone call back. The call center must always operate from 7AM to 7PM, Monday through Friday, excluding Federal holidays, in the local time zones for the Contractor's assigned CCN Region(s). For CCN Region 4, 7AM to 7PM requirement

applies to Hawaii as well. American Samoa, Northern Mariana Islands, and Guam may have more limited coverage as agreed to by VA and the Contractor.

The Contractor must always provide an escalation process for VA Community Care Contact Centers to facilitate prompt resolution of customer service issues. The Contractor must always provide VA employees access to appropriate staff who can resolve Veteran or provider issues that cannot be resolved without their support. This occurrence is considered an escalation of an issue. The Contractor must always provide VA a unique toll-free phone number, different from the toll-free line listed above, that connects directly to a Contractor representative bypassing any Interactive Voice Response (IVR), queue, or routing, so that VA can Warm Transfer a VA Community Contact Center representative assisting a Veteran or a CCN provider immediately to the appropriate Contractor customer service representative. VA will also provide the Contractor a Warm Transfer phone number in the event that the Veteran calls the Contractor directly.

The Contractor must have call center capabilities available for initial testing by VA no later than sixty (60) days prior to the SHCD and demonstrate, at a minimum, that:

- Appropriate toll-free lines have been established
- A caller can call in to the lines and be routed to the correct call center representative
- Online chat capabilities are available
- Website capabilities are available and functioning
- Support for English and Spanish speaking and hearing/vision impaired callers is available both telephonically and online
- Warm Transfer capabilities are available

Successful operation of VA Support Call Center must be complete and must be accepted by VA by thirty (30) days prior to the SHCD. The Contractor must always develop training documents and response scripts and provide to VA for review and approval in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. VA Support Call Center Training Documents and Response Scripts

### 6.2 CCN Provider Call Center Function

The Contractor must establish and maintain a CCN Provider Call Center that includes, at a minimum, toll-free telephone lines, access to customer service via a Real Time Chat function, automated phone call back, and operates from 7AM to 7PM Monday through Friday, excluding Federal holidays, in the local time zones for the Contractor’s assigned CCN Region(s), to respond to online and telephonic inquiries from CCN providers related to the following categories:

1. Status of Referrals (except Urgent Referrals that should route directly to VA Community Care Contact Center)
2. Prior Authorization Status
3. Claims Status
4. Claims Issues
5. Veteran Eligibility
6. Pharmacy
7. DME, Medical Devices, and Orthotic and Prosthetic Items

8. Provider Enrollment
9. Complaints
10. Benefits Issues

For CCN Region 4, 7AM to 7PM requirement applies to Hawaii as well. American Samoa, Northern Mariana Islands, and Guam may have more limited coverage as agreed to by VA and the Contractor.

The Contractor's CCN Provider Call Center must always have a prompt on their provider call center number for Urgent Referrals that immediately routes to VA Community Care Contact Center.

The Contractor must always provide access to customer service via a Real Time Chat function and allow automated phone call back. Real Time Chat function and telephonic inquiries must always be addressed in a timely, accurate, and consistent manner. Online and telephonic services must always be fully accessible to callers including support for hearing-impaired and Spanish speaking persons.

The Contractor must have call center capabilities available for initial testing by VA no later than sixty (60) days prior to the SHCD and demonstrate, at a minimum, that:

- Appropriate toll-free lines have been established
- A caller can call in to the lines and be routed to the right call center representative
- Online chat capabilities are available
- Website capabilities are available and functioning
- Support for English and Spanish speaking and hearing/vision impaired callers is available both telephonically and online
- Warm Transfer capabilities are available

Successful operation of the CCN Provider Call Center must be complete and must be accepted by VA by thirty (30) days prior to the SHCD. The Contractor must develop training documents and response scripts and provide to VA for review and approval in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. CCN Provider Call Center Training Documents and Response Scripts

#### 6.3 Reserved

#### 6.4 Contractor Customer Service Technology

The Contractor must always maintain a website/online service, in accordance with VA Directive and Handbook 6102, for Veterans, VA personnel, and CCN providers related to, at a minimum, the following capabilities: ~~Veteran benefits lookup~~, access via a link to VA master provider directory search function (to include both VA and CCN providers as well as location, specialty, and name searches), eligibility and enrollment, referrals, Prior Authorizations, medical administrative management, claims, information on the appeals and grievance processes, and provider manual. These online services (excluding Real Time Chat functionality, which is only available to VA and CCN providers) must be available 24/7. The Contractor must always restrict a provider's access to Veterans' information based on the referral and Prior Authorization of the services to be rendered by that provider. The Contractor website services must be limited to data available in the Contractor data systems. Details for this requirement are described further in Section 18.8, "Contractor Portal." The Contractor must always ~~educate the~~ ~~access~~ VA

Community Care Provider [to access the](#) Portal for Customer Service Inquiries related to Referral and Prior Authorization status.

The Contractor must always provide website Service Availability 99.9 percent of the time, measured monthly. The Contractor must always create and provide customer service technology availability statistics to VA monthly as part of the deliverable referenced in Section 6.8, “Call Center Operations and Customer Service Technology Performance Requirements and Metrics.” The Customer Service Availability statistics must always calculate the service’s unavailability for each calendar month. Calculation of service unavailability is the number of available minutes in a calendar month vs. the number of unavailable minutes, and will not include any time the service is unavailable due to scheduled maintenance.

The Contractor must always notify the CO and COR of scheduled system maintenance at least two (2) weeks in advance. The system maintenance notification must always include the system(s) affected, changes that will occur, and the date/time the changes will be in effect. The Contractor must always schedule system maintenance during the standard maintenance windows provided by VA. For unscheduled system maintenance, unscheduled downtime, unexpected interruption to web/online services, and call center functionality, the Contractor must always notify VA immediately (within one [1] hour of being alerted of an issue). Such notification must always be electronic via an agreed upon process with VA.

When unscheduled downtime occurs for more than one (1) cumulative hour in any given twenty-four (24) hour period, VA may request that the Contractor conduct a Root Cause Analysis. The Contractor must always complete such analysis and provide its findings and recommended corrective actions to the COR within ten (10) days of the request. The Contractor must always provide the COR with a schedule to resolve any identified issues within two (2) days of completion of the Root Cause Analysis.

#### 6.5 Veteran Complaints and Grievances and Customer Service Procedure

The Contractor must always forward all Veteran complaints and grievances received to VA within two (2) business days of receipt. The Contractor must always provide VA relevant background information regarding the complaint or grievance within three (3) business days of the notification to VA.

VA reserves the right to request supplemental information relating to Veteran complaints and grievances and customer service at any time. When VA requests information from the Contractor, the Contractor must always confirm receipt of the request within one (1) business day. Notification of receipt can be accomplished electronically via an agreed-upon mechanism with VA. The Contractor must always provide the full written response within five (5) business days or within a timeframe as agreed to by the Contractor and VA. A full response must always consist of a description of the issue, actions taken to resolve the issue, and the final resolution to the issue. The written response must always include copies of any and all documentation on file with the Contractor.

#### 6.6 Congressional and VA Inquiries

The Contractor must establish a point of contact (POC) for Congressional inquiries and VA inquiries. The Contractor must always forward all inquiries received directly by the Contractor or one of the CCN Providers from a Congressional office that is associated with services under this contract to VA within two (2) business days of receipt. The Contractor must always provide VA relevant background information regarding the Congressional inquiry within three (3) business days of the notification to VA.

VA reserves the right to request information relating to customer service at any time. When VA requests supplemental information from the Contractor, the Contractor must always confirm receipt of the request within one (1) business day. Notification of receipt can be accomplished electronically via an agreed-upon mechanism with VA. The Contractor must always provide the full written response within five (5) business days of VA's request. A full response must always consist of a description of the issue, actions taken to resolve the issue, and the final resolution to the issue. The written response must always include copies of any and all responses to the Congressional representative, Veteran, or other involved party.

#### 6.7 CCN Provider Satisfaction Surveys

The Contractor must always conduct CCN Provider Satisfaction Surveys in accordance with the Schedule of Deliverables. VA will provide the content and format for these surveys. At the end of each quarter, the Contractor must always survey all CCN providers who submitted a claim in that quarter. The initial CCN Provider Satisfaction Surveys must always be distributed at the end of the first quarter following SHCD. Subsequent CCN Provider Satisfaction Surveys must always be distributed quarterly thereafter. For each distributed set of CCN Provider Satisfaction Surveys, the Contractor must always report to VA the results of such surveys at the end of the quarter immediately following distribution.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

##### A. CCN Provider Satisfaction Survey Results

#### 6.8 Call Center Operations and Customer Service Technology Performance Requirements and Metrics

The Contractor's customer service capabilities identified in Section 6.0, "Customer Service," must always comply with the following:

*Table 8. Customer Service Capabilities*

Customer Service Capabilities	
Metric	Performance Rate
Blockage Rate	less than 5%
Call Abandonment Rates	5% or less
Average Speed of Answer	30 Seconds or less
First Call Resolution	85% or higher
Response Accuracy	90% or higher
Real-Time Chat Satisfaction	90% or higher

The Contractor must provide a Contractor Call Center Operations and Customer Service Technology Performance Report in accordance with the Schedule of Deliverables. The report must always include detailed information in the following metrics:

1. Blockage Rates
2. Call Abandonment Rates

3. Average Speed of Answer
4. First Call Resolution
5. Response Accuracy
6. Real-Time Chat Satisfaction
7. Acknowledgement to VA of Receipt of Inquiry
8. Veteran Complaints and Grievances Receipt and Response
9. VA Inquiries Receipt and Response
10. Customer Service Technology Availability Statistics

The Contractor must always provide a monthly report summarizing all call center inquiries, performance metrics, open issues, and trends. The Contractor must always also include, in each monthly report, summary information on all Veteran complaints and grievances received and responded to, all Congressional and VA inquiries received and responded to, results from all CCN Provider Satisfaction Surveys, and customer service technology availability statistics.

The Contractor must always meet with VA quarterly at VA designated locations as part of the established PMR referenced in Section 2.4.2 of the PWS. During these quarterly PMR meetings, the Contractor must always review contract performance metrics related to current customer services activities, call center performance metrics, and Veteran and CCN Provider Satisfaction Survey results to maintain an effective customer service relationship between the Contractor and VA. Additional meetings related to customer service activities may be requested at the discretion of VA, if needed.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Contractor Call Center Operations and Customer Service Technology Performance Report

### 7.0 REFERRALS AND PRIOR AUTHORIZATION

All community care services require an Approved Referral from VA. (See Ordering Instructions for additional details.). Approved Referrals from VA will authorize a specific Standard Episode of Care ~~provided by a specified provider identified by NPI or provider organization identified by Tax Identification Number (TIN)~~ as it relates to a specified number of visits and/or services related to a plan of care and will not be approved to exceed one (1) year. When Approved Referrals result in urgent and emergent prescriptions meeting the requirements in Section 15.0, “Pharmacy,” and urgent and emergent prescriptions for DME, Medical Devices, and orthotic and prosthetic items meeting the requirements in Section 16.0, “DME, Medical Devices, Orthotic and Prosthetic Items,” those supplies and services are also authorized as part of the Standard Episode of Care.

The Contractor must always maintain the following information from an Approved Referral in their system:

- ~~1. Approved Referral number;~~
- ~~2. Prior Authorization number, if applicable~~
- ~~3. Payment methodology, if other than CMS or VA Fee Schedule;~~
- ~~4. Primary or Secondary payer status;~~
- ~~5. Period of referral validity;~~
- ~~6. Name of Veteran;~~
- ~~7. Provider name, if known;~~
- ~~8. NPI number; and~~

~~9. Service provided is within the scope of care authorized.~~

- ~~1. Approved Referral Number / Prior Authorization Number~~
- ~~2. Primary and Secondary Payer Status~~
- ~~3. Referral From Date~~
- ~~4. Referral To Date~~
- ~~5. Veteran Name~~
- ~~6. Veteran EDIPI~~
- ~~7. Veteran Address~~
- ~~8. Type of Care/SEOC~~
- ~~9. CCN Provider Name / Group~~
- ~~10. VA Primary Care Provider~~
- ~~11. Contract number~~
- ~~12. Date referral submitted to provider~~
- ~~13. CLINXX (if provided by VA on the Approved Referral)~~
- ~~14. CCN NPI Number (if provided by VA on the Approved Referral)~~
- ~~15. Date of Appointment (if provided by VA on the Approved Referral)~~

~~Primary Care Referrals for Distance-Eligible Veterans are approved based on VA eligibility data and will be provided by VA without restriction to the number of Primary Care visits and will be authorized for a period of one (1) year.~~

~~Veterans may seek Mental Health Services from a CCN Healthcare Network Services provider without an Approved Referral prior to the visit. The contractor must always submit a referral request to the nearest VA Medical center for all claims associated with mental healthcare services.~~

~~Attachment I, "Prior Authorization List," is a list of all medical services and procedures that require providers to request Prior Authorization from VA. Attachment IA, "Dental Services Prior Authorization Exception List" identifies special guidance for dental services provided under this contract. Prior Authorization is the process of having the VA review and approve certain medical services to ensure their medical necessity and appropriateness of care prior to a referral being authorized and the services being rendered.~~

~~The Contractor must always inform all CCN providers to submit Referral Requests on the same day on which the CCN provider determines a referral is needed.~~

~~The Contractor must always direct all Veteran or provider Referral Requests that it receives for referrals, including mental health self referrals or Prior Authorizations, to VA for appropriate disposition and scheduling of the appointment.~~

~~The Contractor must always communicate with VA through an EDI 278 transaction(s) for requests and responses through VA clearinghouse in accordance with the One VA Technical Reference Model (<http://www.va.gov/trm/>) and Health Insurance Portability and Accountability Act (HIPAA). The Contractor must always also maintain the capability to send and receive referral information with VA and CCN providers via Direct Messaging and eHealth Exchange where available; otherwise via secure online file exchange through the portal provided by VA, secure email, secure fax, or telephone.~~

~~The Contractor must always request the status of all referral and Prior Authorization requests via EDI 278 transaction. The Contractor must always inform CCN providers that they may request the status of all Referral Requests and Prior Authorization requests via an EDI 278 transaction, whereas they have EDI~~

capabilities; otherwise they may obtain status information via VA's Community Provider Portal, Direct Messaging, secure fax, or telephone. See Section 18.0, "Technology," for further detail.

The Contractor must always maintain a mechanism(s) to deliver customer service to providers in accordance with Section 6.0, who request updates on the status of Referral Requests and Prior Authorization requests and inform CCN providers of updates to services requiring referrals, Prior Authorizations.

Primary Care Referrals for Distance-Eligible Veterans are approved based on VA eligibility data and will be provided by VA without restriction to the number of Primary Care visits and will be authorized for a period of one (1) year.

Veterans may seek initial outpatient Mental Health Services from a CCN Healthcare Network Services provider without an Approved Referral or Prior Authorization prior to the visit. Once the initial outpatient Mental Health visit has been established with the CCN Provider, the Contractor must always submit a referral request to the nearest VA Medical Center for additional mental healthcare services.

Attachment I, "Prior Authorization List," is a list of all medical services and procedures that require providers to request Prior Authorization from VA. Attachment IA, "Dental Services Prior Authorization Exception List" identifies special guidance for dental services provided under this contract. Prior Authorization is the process of having the VA review and approve certain medical services to ensure their medical necessity and appropriateness of care prior to a referral being authorized and the services being rendered.

The Contractor must always inform all CCN providers to submit Referral Requests on the same day on which the CCN provider determines a referral is needed.

The Contractor must always direct all Veteran or provider Referral Requests that it receives for referrals, including mental health self-referrals or Prior Authorizations, to VA for appropriate disposition.

The Contractor must always communicate with VA through an EDI 278 transaction(s) for requests and responses through VA clearinghouse in accordance with the One VA Technical Reference Model (<http://www.va.gov/trm/>) and Health Insurance Portability and Accountability Act (HIPAA). The Contractor must always also maintain the capability to send and receive referral information with VA and CCN providers via Direct Messaging and eHealth Exchange where available; otherwise via secure online file exchange through the portal provided by VA, secure email, secure fax, or telephone.

The Contractor must always request the status of all referral and Prior Authorization requests via EDI 278 transaction. The Contractor must always inform CCN providers that they may request the status of all Referral Requests and Prior Authorization requests via an EDI 278 transaction, whereas they have EDI capabilities; otherwise they may obtain status information via VA's Community Provider Portal, Direct Messaging, secure fax, or telephone. See Section 18.0, "Technology," for further detail.

The Contractor must always maintain a mechanism(s) to deliver customer service to providers in accordance with Section 6.0, who request updates on the status of Referral Requests and Prior Authorization requests and inform CCN providers of updates to services requiring referrals, Prior Authorizations.

## 7.1 ~~Reserved~~ Notification of Emergency Care

This contract includes the provision of outpatient urgent or emergency care and inpatient emergency care furnished to any Veteran enrolled in the VHA Health Care System or otherwise entitled for VHA medical benefits as required under Title 38, Code of Federal Regulations, Section 17.37, who presents to a contracted emergency facility seeking emergency care. The Contractor must always educate its emergency care providers and urgent care providers to notify VA within 72 hours of the Veteran self-presenting to an in-network urgent care clinic or emergency department for care. The notification can be via secure email, secure fax or EDI.

The VA Health Care Staff will determine the eligibility criteria and determine the authority in which they will pay if the Veteran is eligible. If the Veteran is eligible, VA will issue an Approved Referral to the Contractor and Provider in which the Veteran self-reported.

If the Contractor or providing facility fails to follow the steps identified, the non-VA facility subsequently submits a claim for consideration of payment. If the Veteran is not determined eligible by VA, under 38 USC 1728, the facility must submit the claim within 90 days of the encounter in the emergency department in order for the Veteran's claim to be considered under the Millennium Health care Act 38 USC 1725.

If the Veteran is being seen for authorized care and during treatment it is determined the Veteran is experiencing an emergency, the treating provider/facility must seek emergency treatment immediately and notify VA immediately. Additionally, the in-network emergency department that receives the Veteran must follow the steps in the paragraphs above.

If a Veteran is receiving authorized services and the treating facility determines the Veteran needs a higher level of care than their facility is capable of providing, the treating facility must always notify the VA and then submit a referral request following the requirements listed below in paragraph 7.3.

Upon notification by the Contractor, VA will determine Veteran eligibility and generate an Approved Referral to the Contractor and Provider, as appropriate, under the terms of the contract.

In the event that care is not authorized by VA, the Contractor's provider may appeal, per guidance in section 13.0 Veteran Claim Appeals and Provider Reconsideration.

The Contractor must always instruct providers to notify VA through an EDI 278. If providers do not have the capability to send EDI 278 transactions, then Direct Messaging, eHealth Exchange, secure online file exchange, secure email, secure fax, and telephone are acceptable methods. All notifications of admissions must always include: hospital name and location, admitting provider's NPI, admitting diagnosis, date of admission, and any services delivered to the extent that this information is available to the in-network provider. The Contractor must always store this information in their referral and Prior Authorization management system for claims adjudication as a post-service request approval by VA.

## 7.2 Referrals from VA to CCN Provider

The Contractor must always adhere to the process represented in Table 9:

*Table 9. Referral Process and Actions*

Step Number	Action
1	VA creates an Approved Referral, including attachments.

2	VA sends an Approved Referral authorizing the service(s), including attachments, to the referred CCN provider with the referral number. If EDI 278 capabilities are not available, VA will send the referral information via Direct Messaging, eHealth Exchange, secure online file exchange, secure email, or secure fax.
<u>3</u>	<u>Services provided by Ancillary Providers are authorized under the Approved Referral if defined in the Standard Episode of Care and should be referred to the Ancillary Provider by the initial CCN provider.</u>
<u>34</u>	VA sends the Veteran a determination letter approving the Referral Request with the referral number and instructions for scheduling the service(s) if not scheduled by VA.
<u>45</u>	VA will send a copy of the Approved Referral with the referral number to the Contractor.
<u>56</u>	The Contractor receives a copy of the Approved Referral and stores the information for claims adjudication and customer service support.

VA will provide the referral number for all services requiring a referral. VA will approve or deny all Referral Requests and Prior Authorization requests further described in Section 7.4.

### 7.3 Referrals Requested from a CCN Provider for VA Provided Care or Another CCN Provider

The Contractor must always adhere to the process represented in Table 10:

*Table 10. Process for Transmitting Referrals from a CCN Provider to VA*

Step Number	Action
1	Referring CCN provider creates a Referral Request (including any supporting medical documentation), providing the information requested on VA Referral Request form and any supporting medical documentation.
2	Referring CCN provider sends a Referral Request EDI 278 transaction, with the VA Referral Request form as an attachment, to VA providing they have EDI capabilities; otherwise the referring CCN provider sends via Direct Messaging, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone, including supporting attachments, with medical or eligibility information.
3	VA receives the Referral Request EDI 278 transaction, Direct Message, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone request including information requested on VA Referral Request form and any supporting attachments (supporting medical documentation and or eligibility documentation).
4	VA makes a determination and sends a determination letter to the Veteran indicating that the referral request is approved or denied with instructions for scheduling the service(s), if approved, and appeal rights and process if denied.
5	VA sends EDI 278 transaction, Direct Message, eHealth Exchange secure online file exchange, secure email, or secure fax to referring CCN provider providing the determination and a referral number if approved. If the CCN provider requesting the referral is not the Veteran's Primary Care provider, a copy is also sent to the Primary Care provider.
6	Referred CCN provider receives determination from VA providing the determination and a referral number, if approved.

7	VA sends a copy of the determination to the Contractor.
<u>8</u>	<u>Services provided by Ancillary Providers are authorized under the Approved Referral if defined in the Standard Episode of Care and should be referred to the Ancillary Provider by the initial CCN provider.</u>
<u>89</u>	The Contractor receives a copy of the determination and stores it for claims adjudication and customer service support.

*Table 11A. Process for Transmitting Referrals from a CCN Provider to VA for Behavioral Health*

<u>Step Number</u>	<u>Action</u>
<u>1</u>	<u>For mental health services performed without a referral, the providing CCN provider shall notify the Contractor who creates a Referral Request providing the information requested on VA Referral Request form</u>
<u>2</u>	<u>The Contractor sends a Referral Request EDI 278 transaction, with the VA Referral Request form as an attachment, to VA providing they have EDI capabilities; otherwise the contractor sends via Direct Messaging, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone, including supporting attachments, with medical or eligibility information.</u>
<u>3</u>	<u>VA receives the Referral Request EDI 278 transaction, Direct Message, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone request including information requested on VA Referral Request form and any supporting attachments (supporting medical documentation and or eligibility documentation).</u>
<u>4</u>	<u>VA sends EDI 278 transaction, Direct Message, eHealth Exchange secure online file exchange, secure email, or secure fax to The Contractor provider providing the determination and a referral number.</u>
<u>5</u>	<u>The Contractor receives determination from VA and a referral number.</u>
<u>6</u>	<u>The Contractor receives a copy of the determination and stores it for claims adjudication and customer service support.</u>

~~VA will provide the referral number for all Approved Referrals, specifying the services authorized by the referral. VA will approve or deny all Referral Requests.~~

~~The Contractor must always inform all CCN providers that Distance-Eligible Veterans have a standing referral for Primary Care valid for a one (1) year period when the Distance-Eligible Veteran has selected a Primary Care provider in the CCN. The Contractor must always educate all CCN providers that Primary Care referrals for Distance-Eligible Veterans are required only once per year; however, in the event a Veteran changes Primary Care provider, a new referral is required.~~

~~The Contractor must always inform all CCN providers of the following:~~

- ~~Referrals are only valid for the specified provider or provider group, the service(s) specified, and the time period specified.~~
- ~~Any additional services or extension of a treatment period will require an additional Referral Request.~~

~~CCN providers treating Veterans under an Approved Referral may request that additional services by another provider (physician or Ancillary Provider) be authorized by submitting an additional Referral Request to VA.~~

VA will provide the referral number for all Approved Referrals, specifying the services authorized by the referral. VA will approve or deny all Referral Requests.

The Contractor must always inform all CCN providers that Distance-Eligible Veterans have a standing referral for Primary Care valid for a one (1) year period when the Distance-Eligible Veteran has selected a Primary Care provider in the CCN. The Contractor must always educate all CCN providers that Primary Care referrals for Distance-Eligible Veterans are required only once per year.

The Contractor must always inform all CCN providers of the following:

- Referrals are only valid for the service(s) specified, and the time period specified.
- Referral numbers must be forwarded to any Ancillary Providers by the referred CCN provider.
- Any additional services or extension of a treatment period will require an additional Referral Request.
- CCN providers treating Veterans under an Approved Referral may request that additional services by another provider (physician or Ancillary Provider) be authorized by submitting an additional Referral Request to VA.

#### 7.4 Prior Authorizations

Attachment I, "Prior Authorization List," contains a list of services that require Prior Authorization in order for claims to be reimbursed under this contract. The Contractor must always ensure all Prior Authorization requests for CCN healthcare services, when required, are submitted to VA for all Veterans for whom services have been provided within its CCN Region(s). VA will provide on-line access to CCN providers and provide the Contractor with an updated electronic list of services requiring Prior Authorization and associated business rule guidance during the implementation phase. VA will update this list periodically. The Contractor must always update the Prior Authorization List and associated business rule guidance in their claims adjudication system within thirty (30) days upon receipt of revisions from VA.

The Contractor must always advise all CCN providers that the preferred method of submitting Prior Authorization requests to VA is an electronic format. The Contractor must always advise all CCN providers who do not have the capability to submit EDI 278 transactions to submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone. VA will approve or deny all Prior Authorization requests.

The Contractor must always ensure a copy of the Prior Authorization referral number and Prior Authorization information (medical codes, effective date, termination date, date generated) is stored

electronically in the Contractor's referral and Prior Authorization management system for the purpose of paying claims.

VA will notify the Veteran, the CCN requesting provider, and the Contractor if the Prior Authorization request is denied and will advise the Veteran of their right to appeal in accordance with Section 13.1, "Veterans Appeals," and Section 13.2, "Practitioner and Provider Reconsiderations."

## 8.0 SCHEDULING OF APPOINTMENTS

The Contractor is not responsible for scheduling appointments for Veterans under this contract. The Contractor must always educate its CCN providers that a referral is required when a Veteran self-schedules an appointment prior to rendering services, with the exception of mental health services, in order to be eligible to receive payment. The Contractor is not responsible for rescheduling no-shows and cancelled appointments. Any rescheduling for no shows or cancelled appointments will be managed by VA or the Veteran. The Contractor must always report no shows to VA so that VA can work directly with the Veteran to reduce or eliminate such instances.

## 9.0 MEDICAL DOCUMENTATION

This section, "Medical Documentation," is not applicable to the pharmacy component as further described in Section 15.0, "Pharmacy," DME component as further described in Section 16.0, "DME, Medical Devices, Orthotic and Prosthetic items," and the Dental component as further described in Section 17.0, "Dental." Under this Section 9.0, the Contractor is responsible for: (i) ensuring that the CCN Healthcare Services Network providers and CCN CIHS Network practitioners submit medical documentation in accordance with Sections 9.1, 9.2, 9.3, and 9.4, and (ii) complying with the escalation process set forth in Section 9.5, "Medical Documentation Submission Escalation Process," when VA has not received medical documentation as required under this Section 9.0.

### 9.1 Medical Documentation Submission Process

The Contractor must always ensure that medical documentation is delivered by the CCN Healthcare Services Network provider or CCN CIHS Network practitioner, as applicable, directly to VA and the referring provider, if not VA. The Contractor must provide a Medical Documentation Submission Plan to describe all processes, procedures, criteria, information and data collection activities, and requirements for use in conducting medical documentation submission management. The Medical Documentation Submission Plan must be submitted in accordance with the Schedule of Deliverables.

The Contractor must always provide a Medical Documentation Submission Report in accordance with the Schedule of Deliverables. This report must demonstrate, at a minimum, compliance with Contractor's developed medical documentation submission process.

The Contractor must include in its Medical Documentation Submission Plan a process to ensure that CCN Healthcare Services Network providers and CCN CIHS Network practitioners submit medical documentation to VA. In addition, the Contractor must include in its Medical Documentation Submission Plan a process to ensure that CCN Healthcare Services Network providers and CCN CIHS Network practitioners submit medical documentation to the referring provider and to VA, when the referring provider and/or Primary Care provider is not VA. The plan must also include a mechanism for the contractor to partner with VA to identify documentation not returned to VA and an approach to obtain the missing documentation.

The process must include an operational definition of medical documentation submission compliance, actions to be taken to encourage compliance, and thresholds of non-compliance that will evoke action by the Contractor. The Contractor must also provide a process to receive information regarding non-compliant providers from VA and CCN referring facility and/or provider, and the roles, responsibilities, and points of contact for the process. The Contractor's process must always be approved by VA prior to execution.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

- A. Medical Documentation Submission Plan
- B. Medical Documentation Submission Report

## 9.2 Medical Documentation Data Elements

Medical documentation is required to record pertinent facts, findings, and observations about an individual's health history, including past and present illnesses, examinations, tests, treatments, and outcomes. Based on clinical need, VA may request additional medical documentation beyond that listed in items 1 through 4 below. The Contractor must always require medical documentation to be submitted in a legible format and include, at a minimum, the following data elements as applicable to the clinical condition(s) to which the medical documentation relates:

1. Encounter notes to include any procedures performed and recommendations for further testing or follow-up (e.g., discharge summary for inpatient).
  - a. In lieu of encounter notes, a clinical summary may be provided for ancillary services when appropriate (e.g., physical therapy, occupational therapy, speech and language pathology, and nutrition services).
2. Results of community testing or imaging such as MRI or CT scan (images must always be provided to VA upon request).
3. Actual results of any ancillary studies/procedures that would impact recommended follow up such as biopsy results (e.g., biopsy results from the provider who recommends a follow up, such as surgery).
4. Any recommended prescriptions, medical devices, supplies or equipment, and treatment plans.
5. Other medical documentation based on clinical need.

The Contractor must provide to its CCN Healthcare Services Network providers and CCN CIHS Network practitioners Attachment J, "Example Medical Documentation Inclusions" as reference for submitting medical documentation pursuant to this Section 9.2.

The Contractor must always ensure that all medical documentation includes the following data when sent to VA:

1. VA EDIPI number
2. Veteran's full name (including suffix)
3. Veteran's date of birth
4. Referral number
5. Provider/Practitioner Authentication (including typed name and provider phone number)

All documents must always be authenticated by the submitting provider or practitioner. Authentication consists of a written signature, written initials, and/or electronic signatures.

### 9.3 Medical Documentation Submission Timeframes

Initial medical documentation is medical documentation associated with the first appointment of ~~an~~ Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care. Initial medical documentation for outpatient care must always be returned within thirty (30) days of the initial appointment. Final outpatient medical documentation must always be returned within thirty (30) days of the completion of the Standard Episode of Care. Medical documentation must always be returned within thirty (30) days for inpatient care and will consist, at a minimum, of a discharge summary. Any medical documentation requested by VA for appropriate urgent follow up, must always be provided to VA upon request.

### 9.4 Medical Documentation Submission Format

The Contractor must always ensure that medical documentation is submitted by CCN Healthcare Services Network providers and CCN CIHS Network practitioners directly to VA via secure electronic submission, where available. See Section 18.13, "Submission of Medical Documentation," for medical documentation submission format requirements.

### 9.5 Medical Documentation Submission Escalation Process

~~VA will notify the Contractor if a CCN Healthcare Services Network provider or CCN CIHS Network practitioner fails to submit medical documentation in accordance with Section 9.0, "Medical Documentation." Such notice will include the specific provider deficiency or deficiencies, including, but not limited to, failing to submit the medical documentation within the required timeframes, with the required data elements, and/or in the required format. The Contractor must always have thirty (30) days from receipt of such notice to correct all identified deficiencies to meet the requirements under this contract. For any medical documentation requested by VA for urgent follow up and not provided upon request, the Contractor must always submit the requested medical documentation within 24 hours.~~

VA will notify the Contractor if a CCN Healthcare Services Network provider or CCN CIHS Network practitioner fails to submit medical documentation in accordance with Section 9.0, "Medical Documentation." Such notice will include the specific provider deficiency or deficiencies, including, but not limited to, failing to submit the medical documentation within the required timeframes, with the required data elements, and/or in the required format. The Contractor must always have thirty (30) days from receipt of such notice to correct all identified deficiencies to meet the requirements under this contract. For any medical documentation requested by VA for urgent follow up and not provided upon request, the Contractor must always ensure its CCN providers submit the requested medical documentation within 24 hours of notification.

### 9.6 Critical Findings

Critical Findings must always be communicated by the CCN Healthcare Services Network provider or CCN CIHS Network practitioner, as applicable, to the Veteran, referring provider, and VA within the earlier of two (2) business days of their discovery or the timeframe required to provide any necessary follow-up treatment to the Veteran. Communications must always be either verbal or written.

### 9.7 Chronic Dialysis

Veterans identified as transplant candidates should be directed back to the referring VAMC and their medical documentation must contain the recommendation and identification as a transplant candidate.

## 10.0 TRAINING

The Contractor must develop and conduct an Annual Training Program Curriculum that must include training for CCN providers, Contractor personnel, and identified VA staff. The purpose of the training is to inform and educate on the Contractor's processes, systems, interfaces with VA systems, as described in the following subsections.

### 10.1 Training Plan

The Contractor must provide a Training Plan that will include all training programs and activities as described in Section 10.0, "Training." The Contractor's Training Plan must outline:

- Description of the Contractor's Training and Outreach and Education Program, including orientation and onboarding related to contract operations
- Learning Objectives and Course Content for each course
- Targeted audiences
- How communications about training availability and delivery will be conducted
- Delivery Method (e.g., virtual, in person, on-line) and Assumptions
- Schedule of training (including initial and refresher training as applicable)
- Evaluation Strategy (ensure effectiveness of the training with attendees and measure outcomes)
- Address Compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d)
- Graphics Requirements
- Interactive Multimedia Instruction Level (i.e., Level 1 Passive, Level 2 Limited Participation, Level 3 Complex Participation, and Level 4 Real Time Participation)
- Estimated time to develop course(s)

The Contractor must submit the Training Plan and any updates thereto in accordance with the Schedule of Deliverables. The Contractor must review the Training Plan with the appropriate points of contact for the program-level VA Community Care Training Plan, Change Management Plan, and Communications Plan (as well as portfolio- or project-level plans as deemed necessary), and incorporate input required to ensure alignment among activities.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. Training Plan

##### 10.1.1 Training Program for Contractor CCN Providers, Contractor Personnel, and VA Staff Training Program

The Contractor must develop and conduct an Annual Training Program Curriculum that must include training for CCN providers, Contractor personnel, and identified VA staff. The purpose of the training is to inform and educate on the Contractor's processes, systems, interfaces with VA systems, and other areas of interest in the following areas:

1. Contractor VA Support Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
2. CCN Provider Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
3. Contractor systems, systems interfaces, and systems access.
4. Any other areas identified by VA or the Contractor related to services required under this contract. The Contractor must provide training at least sixty (60) days prior to the SHCD and provide updated training consistent with the implementation of any system changes that impact VA's ability to use the system.

The Contractor must always review and update the Annual Training Program Curriculum in accordance with the Schedule of Deliverables.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

A. Annual Training Program Curriculum

10.1.2 Contractor CCN Provider and Contractor Personnel Outreach and Education Program

The Contractor must develop and implement an initial on-boarding and ongoing outreach and education program for CCN providers and personnel to execute the requirements under this contract. The Contractor's outreach and education program, including specific training, must always be documented in the Training Plan that outlines the methods, schedule, role-specific training requirements, scope of training, and outcome measurements to be provided. The purpose of this program is to ensure that the CCN provider and Contractor personnel have the information necessary to successfully perform the requirements outlined in this PWS. The Contractor's outreach and education program must include, at a minimum:

1. VA program requirements, policies, and procedures related to the requirements under this contract
2. How to sign up for the Network (Note: If appropriate, separate training may be provided for sign-up procedures versus procedures for working with the Contractor as an existing provider.)
3. Veterans' healthcare benefits that are administered through this contract referenced in Section 4.0, "CCN Health Benefit Package"
4. Customer Service Process
5. Network participation
6. Making available American Medical Association guidelines for assessing a patient's military experience and duty assignments for all high performing Veteran care providers
7. Referral and Prior Authorization processes (including emergency claims and referrals back to VA)
8. Claims submission and payment processes
9. Compliance with medical documentation submission requirements set forth in this contract
10. Pharmacy Benefits
11. Dental Eligibility and Benefits
12. DME Benefits
13. Expected timeframes for processes
14. Escalation procedures for certain operations
15. Resources and points of contact

16. How to keep aware of any program changes
17. Any other areas identified by VA or the Contractor related to services required under this contract

### 10.1.3 Contractor-Provided VA Staff Training Sessions

The Contractor must always provide training of specific services and systems. The number of trainees is provided for estimation purposes. The Contractor must conduct the following training sessions for VA staff:

1. Customer Service (50 trainees)  
The Contractor must always provide training to VA staff of its operations for Customer Service Support. The purpose of this training is to inform how to utilize the Contractor's system. The Contractor must always "Train the VA Trainer," who in turn will train VA Customer Service Personnel. The Contractor must always provide job aids, such as a quick reference guide, that provide VA Customer Service Personnel with immediate information. The training delivery method must always be in accordance with the VA approved training plan. The Contractor must always provide follow-on training and counsel for new releases and upgrades to the customer service system.
2. Contractor-Specific Systems Training for designated VA data analytics users (50 trainees)  
The Contractor must always provide training on its systems for designated VA data analytic users. The purpose of this training is to educate the data analyst on how to effectively access and interpret contract data for analysis and evaluation of the program. The training delivery method must always be in accordance with VA approved training plan. The Contractor must always provide follow-on training and counsel for new releases and upgrades to the Contractor-specific systems.
3. VA CCN Field Operations Training (254 trainees)  
The Contractor must always provide training to VA CCN field operations staff. The purpose of this training is to educate staff of the Contractor's operations. The Contractor must provide initial training in a face-to-face manner at VA designated locations, and then annual training for critical staff and VA Trainers. The following is the anticipated audience for this training:
  - a. CCN Regional Staff – 25 (per ~~contract~~region)
  - b. VA Program Offices – 30 (VHA Central Office [VHACO])
  - c. Veterans Integrated Service Network (VISN) Staff – those critical staff and VA Trainers assigned to VISN in this contract's CCN Region
  - d. VAMC Staff – those critical staff and VA Trainers assigned to each VAMC in this contract's CCN Region

The training delivery method must always, for the initial training, be face to face, and annual training must always be in accordance with the VA approved training plan. The Contractor must always provide training and counsel of changes in its program operations as necessary.

### 10.2 Contractor Training Materials

The Contractor must always deliver Training Materials that are compliant with the commercial standard Shareable Content Object Reference Model to VA to facilitate all required training in accordance with the Schedule of Deliverables. The Contractor must always utilize VA terms in its Training Materials or provide a glossary to allow trainees to understand the meaning of terms. The Contractor must always

obtain VA approval of all Training Materials prior to the execution of the Training Sessions referenced in Section 10.1.3, “Contractor-Provided VA Staff Training Sessions.”

The Contractor must always update materials with VA or user feedback at least annually. The Contractor must always review all training materials annually to determine what materials need to be retired or updated, and provide a Review of Training Materials Report to VA based on such review in accordance with the Schedule of Deliverables. The content of the Review of Training Materials Report, and approved activities out of it, will include the Contractor’s recommendations to VA and provide an input for updates to the overall training plan.

Training Materials include:

- Class handouts
- Manuals
- Student exercises
- User and Quick Reference Guides
- Job Aids
- Course Evaluation Surveys

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Training Materials
- B. Review of Training Materials Report

## 11.0 MEDICAL ADMINISTRATIVE MANAGEMENT

### 11.1 Optional Task: Care Coordination Follow-up

The Contractor must develop and administer a Care Coordination Follow-Up Plan in accordance with the Schedule of Deliverables. The Care Coordination Follow-Up Plan must include the following process:

1. Obtain appointment dates and times for Veterans scheduling their own appointments;
2. Identify barriers to the Veteran that impact attending a scheduled appointment;
3. Follow up to ensure the Veteran attended a scheduled appointment and any supplemental activities, such as but not limited to labs, follow-up appointments, etc. required from the appointment;
4. Confirm that VA has received timely medical documentation with appropriate content; and
5. Provide a liaison for discharge planning support to VA discharge planning staff.

The Contractor must propose a Care Coordination Follow-Up Plan thirty (30) days after this optional task is exercised. The Contractor must include in its plan outcome and monitoring measures for each of the processes.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Care Coordination Follow-Up Plan

### 11.2 Optional Task: Comprehensive Case Management Program Administration

The Contractor must always administer a Comprehensive Case Management program that follows a similar program as identified in Attachment K, “Case Management Standards of Practice,” for all Eligible Veterans.

The Comprehensive Case Management Program Administration is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Veteran’s healthcare needs. Comprehensive Case Management includes advocacy, communication, and resource management and promotes high quality and cost-effective interventions and outcomes. VA’s goal for the Comprehensive Case Management program is to ensure that Veteran’s reach their optimum level of wellness, self-management, and functional capability through a coordinated and personalized approach specific to each referred Veteran’s health status, ability to participate in their own healthcare decisions, and other factors assessed by the referring provider. The Contractor must always use a multi-disciplinary and continuum-based system to proactively identify populations or individual Veterans with, or at risk for, chronic medical conditions with the goal of improving overall health status. The Contractor must always submit a Referral Request for all Veterans identified for Case Management. Veterans identified for Case Management must always be included in an Approved Referral. The Contractor must propose a Comprehensive Case Management Program Administration Plan thirty (30) days after this optional task is exercised. The Contractor’s plan must include the methodology of reporting Veteran progress in Case Management to VA. The Contractor must include in its plan outcome and monitoring measures for each of the programs, in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Comprehensive Case Management Plan

##### 11.3 Optional Task: Comprehensive Disease Management Program Administration

~~The Contractor must administer a Comprehensive Disease Management Program Administration that must always include understanding the course, clinical implications, and trajectory of specific diseases; identifying and targeting patients likely to benefit from intervention; focusing on prevention of complications; optimizing clinical management; and working toward resolution of resource-intense problems. Conditions that should be included in the Comprehensive Disease Management Program Administration include any or all of the following asthma, chronic obstructive pulmonary disease, complex pain management, diabetes, congestive heart failure, coronary heart disease, end-stage renal disease, depression, high-risk pregnancy, hypertension, and arthritis. However, the Comprehensive Disease Management Program Administration is not limited to such conditions. The Contractor must always utilize an evidence-based practice guideline approach to educate Veterans provided with Comprehensive Disease Management Program Administration as well as ensure collaboration between the Veteran’s Primary and Specialty care providers.~~

The Contractor must administer a Comprehensive Disease Management Program Administration that must always include understanding the course, clinical implications, and trajectory of specific diseases; identifying and targeting patients likely to benefit from intervention; focusing on prevention of complications; optimizing clinical management; and working toward resolution of resource-intense problems. Conditions that should be included in the Comprehensive Disease Management Program Administration include any or all of the following asthma, chronic obstructive pulmonary disease, complex pain management, diabetes, congestive heart failure, coronary heart disease, end-stage renal disease, depression, high-risk pregnancy, hypertension, and arthritis. However, the Comprehensive

Disease Management Program Administration is not limited to such conditions. The Contractor must always utilize an evidence-based practice guideline approach to educate Veterans provided with Comprehensive Disease Management Program Administration as well as ensure collaboration between the Veteran's Primary and Specialty care providers. The Contractor must always submit a Referral Request for all Veterans identified for Disease Management. Veterans identified for Disease Management must always be included in an Approved Referral. The Contractor must propose a Comprehensive Disease Management Program Administration Plan thirty (30) days after this optional task is exercised. The Contractor's plan must include the methodology of reporting Veteran progress in Disease Management to VA. The Contractor must include in its plan outcome and monitoring measures for each of the programs, in accordance with the Schedule of Deliverables.

The Contractor must propose a Comprehensive Disease Management Program Administration Plan thirty (30) days after this optional task is exercised. The Contractor must include in their plan outcome and monitoring measures for each of the programs in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. Comprehensive Disease Management Plan

### 12.0 CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED

The Contractor must always receive, process, and adjudicate claims for all services provided pursuant to this contract for both Time-Eligible Veterans and Distance-Eligible Veterans. The Contractor will be reimbursed in accordance with the Schedule of Services solely for claims paid in accordance with Section 12.1.1, "Claims Adjudication and Payment Rules."

#### 12.1 Claims Processing System Functions

The Contractor must always utilize an existing automated claims processing system to process and adjudicate claims. The Contractor's claims processing system must always determine if a claim is ready for processing by ensuring the claims processing system contains all the standard requirements of all standard EDI transaction types as well as those fields required for VA claims processing. The Contractor must always process claims in accordance with all applicable federal and state statutes and regulations.

The Contractor must always use tables created by VA that outline referral (**Standard** Episode of Care) parameters (provided during implementation) and must always incorporate those tables in their claims adjudication system. The Contractor's claims processing system must always accept electronic claims in EDI 837P, EDI 837I, and EDI 837D format transactions, as appropriate, and create the EDI 835 remittance transaction. The Contractor must always submit for reimbursement to VA, using a clearinghouse, an EDI 837 Coordination of Benefits (837 COB) transaction that includes:

1. VA Approved Referral number;
2. VA Prior Authorization Number (if applicable);
3. Billed charges;
4. Paid amount to provider(s);
5. Other Health Insurance (OHI); and

6. Internal Control Number (ICN) containing the Julian date, indicating the actual date of receipt for all claims (hardcopy or electronic) and other standard 835 transaction data fields.

The Contractor must always ensure claims not processed to completion and any associated supporting documentation will be retrievable by Veterans name, EDIPI, and ICN. In addition, the Contractor must always submit directly to VA each business day, all files containing EDI 837P, 837I, and 837D transactions received each day.

VA will notify the Contractor at least sixty (60) days prior to any change to the clearinghouse VA uses, and the Contractor is responsible to adjust claims routing to the new clearinghouse.

The Contractor's claims adjudication system must always validate referral and Prior Authorization, and any other data needed to properly adjudicate claims. The Contractor must always develop rules to apply the correct fee schedule based upon information provided on the referral from VA. The Contractor must always ensure that correct payment schedules are used to pay providers. The Contractor must always deny claims that are not within the period of authorization listed in the referral. The Contractor may advise network providers to submit Referral Requests prior to claims submission.

The Contractor's claims adjudication system must always validate that the Approved Referral number, Prior Authorization number, period of authorization, name of Veteran, provider, NPI number, and service or supply information submitted on the claim are consistent with the care authorized and that the care was accomplished within the authorized time period.

#### 12.1.1 Claims Adjudication and Payment Rules

The Contractor must deliver a Claims Processing Data Dictionary in accordance with the Schedule of Deliverables that includes all capabilities for auto-adjudication, rejection, return, and denial of a claim. The Contractor's claims processing system must always include standard business rules and edits in its Claims Processing Data Dictionary. The Contractor's claims processing system must always be capable of adding rules and edits based on information from VA, to include the application of VA Fee Schedules. When VA requests a change, the Contractor must always implement the change within thirty (30) days, or as mutually agreed upon by the parties. When industry changes occur that require planning, testing, implementation, and compliance readiness dates, system change orders will be made in accordance with industry standards. The Contractor's claims processing system must always include adjudication rules for the following requirements:

1. Administrative Charges: The Contractor's claims processing system must always classify as non-covered and deny, any administrative charges imposed by the provider related to completing and submitting the applicable claim form or any other related information.
2. Duplicate Claims: The Contractor's claims processing system must always deny, as a duplicate claim, any claim that was previously submitted by a provider for the same service provided to a particular individual on a specified date of service.
3. Benefits: The Contractor's claims processing system must always deny, as not being a covered benefit, any claims submitted for a medical service that is not included as part of the Veteran's medical benefits package. The Contractor must always deny any claim submitted for care that is not within the scope of the referral.
4. Claim Forms: The Contractor must always reject any claims submitted on unapproved claim forms. When an unapproved claim form is submitted, the Contractor must always notify the

claimant in writing that in order to be considered for payment the claim must always be submitted on approved claim forms and that any additional information, if required, must always be submitted and received by the Contractor within the timely filing deadline. See Section 12.2, "Paper Claims."

5. Emergency Services: The Contractor must always instruct non-network emergency providers to submit healthcare claims directly to VA following VA claims submission procedures. ~~Upon request by VA, the Contractor must always assist the VA in obtaining information VA needs to verify and process the out-of-network provider healthcare claim.~~
6. Out-of-Network Providers: The Contractor must always instruct out of network providers to submit healthcare claims directly to VA following VA claims submission procedures. ~~Upon request by VA, the Contractor must always assist the VA in obtaining information VA needs to verify and process the out-of-network provider healthcare claim.~~
7. NPI Claims: The Contractor must always use the NPI to process claims from covered entities with the exception of number 8 below. The Contractor must always deny claim transactions received that do not include a valid NPI.
8. Non-NPI Claims: The Contractor must always use TIN to process claims for providers who are not eligible to receive an NPI. The Contractor must always deny claim transactions received from providers without their TIN.
9. Referrals and Prior Authorizations: The Contractor must always deny, for lack of referral number, any claim for care that is not emergent or urgent that does not contain a valid referral and any required Prior Authorization number. The Contractor must always deny claims for lack of valid referral number if the referral and/or Prior Authorization number are missing, incorrect, or inconsistent with the exception of in-network mental health claims.
10. Timely Filing Deadline: The Contractor must always deny claims not submitted within one hundred eighty (180) days from the date of service or date of discharge for passing the timely filing deadline.
11. Secondary Payer: The Contractor must always grant additional time to the claims filing deadline requirements for Veterans with OHI when the provider first submitted the claim to the primary payer, and the adjudication occurred past the VA filing deadline. The Contractor must always ensure claims for services denied by another insurer include the Explanation of Benefits (EOB) or remittance advice (RA) statement indicating the dates of service, amount of the claim, and reason(s) for denial. The Contractor must always deny all OHI claims submitted beyond ninety (90) days from the date of the other insurer's adjudication.
12. Co-Pay Calculations: The Contractor must always exclude any co-pay calculations from the claims adjudication rules.
13. VA Fee Schedule: The Contractor must always use the applicable payment fee schedule provided by VA to determine and apply reimbursable amounts associated with the authority with which the claims are authorized as determined by VA. VA will provide, in the referral, a reference (to a program) that will allow the Contractor to identify the appropriate VA fee schedule the Contractor must always use to pay claims. VA will provide the Contractor with all current VA Fee Schedules.

The Contractor must always retain all claims and claims processing information to allow processing to completion. VA reserves the right to audit all claims. The Contractor must always retain the claims and sufficient information on all claims to permit audits pursuant to the record retention requirements contained in HIPAA privacy regulations (45 C.F.R. § 160, 162 and 164).

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Claims Processing Data Dictionary

##### 12.2 Paper Claims

Prior to submission to VA, paper claims received by the Contractor must always be converted to standard EDI transactions to be consistent with the most recent Centers for Medicare and Medicaid Services (CMS) approved claims formats, specifically to include EDI transactional data requirements referenced in Section 18.12, “Submission of EDI Transactions.” The VA cites as reference the November 2011 National Uniform Claim Committee 1500 Claim Form Map to the X12N Healthcare Claim: Professional 837.

The Contractor must establish a billing and claims adjudication process using the following fields of the CMS-1500 claim form for CIHS claims:

1. Field 1: Medicare, Medicaid, Tricare, Civilian Health and Medical Program of Uniformed Service (CHAMPUS), Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA), Group Health Plan, Federal Employee’s Compensation Act Black Lung, or Other Identification Number
2. Field 1a: Insured’s Identification Number
3. Field 2: Patient’s Name
4. Field 3: Patient’s Date of Birth and Sex
5. Field 4: Insured’s Name
6. Field 5: Patient’s Address
7. Field 6: Patient’s Relationship to Insured
8. Field 7: Insured’s Address and Telephone Number with Area Code
9. Field 8: Patient Status
10. Field 9: Other Insured’s Name
11. Field 9a: Other Insured’s Policy or Group Number
12. Field 9b: Other Insured’s Date of Birth and Sex
13. Field 9c: Employer’s Name or School Name
14. Field 9d: Insurance Plan Name or Program Name
15. Field 10a: Is Patient’s Condition is Related To Employment
16. Field 10b: Is Patients Condition Related to: Auto Accident
17. Field 10c: Is Patients Condition Related to: Other Accident
18. Field 10d: Reserved for Local Use
19. Field 11: Insured’s Policy Group or Federal Employee Compensation Act Number
20. Field 11a: Insured’s Date of Birth and Sex
21. Field 11b: Employer’s Name or School Name
22. Field 11c: Insurance Plan Name or Program Name
23. Field 11d: Is There Another Health Benefit Plan
24. Field 12: Patient’s or Authorized Person’s Signature
25. Field 13: Insured’s or Authorized Person’s Signature
26. Field 14: Date of Current of Illness
27. Field 15: If Patient Has Had Same or Similar Illness Give First Date
28. Field 16: Dates Patient Unable to Work In Current Occupation

- 29. Field 17: Name of Referring Provider or Other Source
- 30. Field 17a: Other ID#
- 31. Field 17b: NPI#
- 32. Field 18: Hospitalization Dates Related to Current Services
- 33. Field 19: Reserved for local use
- 34. Field 20: Outside Lab Charges
- 35. Field 21: Diagnosis or Nature of Illness or Injury
- 36. Field 22: Medicaid Resubmission and/or Original Reference Number
- 37. Field 23: Prior Authorization Number
- 38. Field 24A: Date(s) of Service
- 39. Field 24B: Place of Service
- 40. Field 24C: Emergency (EMG)
- 41. Field 24D: Procedures, Services or Supplies
- 42. Field 24E: Diagnosis Pointer
- 43. Field 24F: Charges
- 44. Field 24G: Days or Units
- 45. Field 24H: Early and Periodic Screening, Diagnostic and Testing/Family Planning
- 46. Field 24I: Identification Qualifier
- 47. Field 24J: Rendering Provider Identification Number
- 48. Field 25: Federal Tax Identification Number
- 49. Field 26: Patients Account No.
- 50. Field 27: Accept Assignment
- 51. Field 28: Total Charge
- 52. Field 29: Amount Paid
- 53. Field 30: Balance Due
- 54. Field 31: Signature of Physician or Supplier Including Degrees or Credentials
- 55. Field 32: Service Facility Location Information
- 56. Field 32a: NPI#
- 57. Field 32b: Other ID#
- 58. Field 33: Billing Provider Information and Telephone Number
- 59. Field 33a: NPI#
- 60. Field 33b: Other ID #

### 12.3 Signature Requirements

#### 12.3.1 Signature on File Procedure

The Contractor must submit to VA, in accordance with the Schedule of Deliverables, its Signature on File Procedure for providers to indicate providers are authorized to submit a claim on behalf of the Veteran.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Signature on File Procedure

#### 12.3.2 Network Provider Signature on Claims

The Contractor must always follow its normal business operations to verify signature of providers on all claim submissions for services provided under this contract.

#### 12.4 Claims Submission and Processing Timeframes

~~The Contractor must always process and adjudicate ninety-eight percent (98%) of all Clean Claims within thirty (30) days of receipt. The Contractor must always return claims, other than Clean Claims, to the provider with a clear explanation of deficiencies within thirty (30) days of original receipt. The Contractor must always process corrected claims within thirty (30) days of resubmission receipt.~~

~~The Contractor must always confirm the actual date of receipt is entered into the ICN and all required claims aging and inventory controls are applied for all claims. The Contractor must always count the actual date of receipt as day one.~~

The Contractor must always process and adjudicate ninety-eight percent (98%) of all Clean Claims within thirty (30) days of receipt. The Contractor must always return claims, other than Clean Claims, to the provider with a clear explanation of deficiencies within thirty (30) days of original receipt. The Contractor must always process corrected claims within thirty (30) days of resubmission receipt. The term ‘adjudicate’ in this section 12.4 includes the expectation that the contractor has issued payment within thirty (30) days.

The Contractor must always confirm the actual date of receipt is entered into the ICN and all required claims aging and inventory controls are applied for all claims. The Contractor must always count the actual date of receipt as day one.

The contractor must always process all “other than clean” claims and notify the provider/supplier filing such claims of the determination within 45 days of receiving such claims. This is consistent with the Social Security Act, section 1869(2). [42 U.S.C. 1395ff]

#### 12.5 Issuance of EOB

~~The Contractor must always issue an EOB to Veterans. The EOB must always be available through electronic means, including but not limited to a web-based portal. The EOB must always be mailed in hard copy, unless the Veteran has provided verbal or written agreement to receive the EOB electronically. EOBs must always be available in a paper monthly summary upon request. The EOB must always comply with the requirements of 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496, and VHA Handbook 1605.1, Privacy and Release of Information. For further information, see the following:~~

- ~~1. VHA Handbook 1605.1, Privacy and Release of information:  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1423](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1423)~~
  - ~~a. For VHA Directive 1605, VHA Privacy Program; Transmittal Sheet, dated April 11, 2012, see: [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2506](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2506).~~
- ~~2. 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496 (as applicable);~~
  - ~~a. 38 C.F.R. § 1.460-1.461: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-460.pdf>.~~
  - ~~b. 38 C.F.R. § 1.461-1.464: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-461.pdf>.~~

~~The EOB must always include language describing the process for the Veteran to appeal a claim that is denied in whole or in part.~~

The Contractor must always issue an EOB to Veterans. The EOB must always be available through electronic means, including but not limited to a web-based portal. The EOB must always be mailed in hard copy, unless the Veteran has provided verbal or written agreement to receive the EOB electronically. EOBs must always be available in a paper monthly summary upon the Veteran's request. The EOB must always comply with the requirements of 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496, and VHA Handbook 1605.1, Privacy and Release of Information. For further information, see the following:

1. VHA Directive 1605.1, Privacy and Release of information:  
[http://vawww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=32333](http://vawww.va.gov/vhapublications/ViewPublication.asp?pub_ID=32333)
  - a. For VHA Directive 1605, VHA Privacy Program; Transmittal Sheet, dated April 11, 2012, see: [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2506](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2506).
2. 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496 (as applicable):
  - a. 38 C.F.R. § 1.460-1.461: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-460.pdf>.
  - b. 38 C.F.R. § 1.461-1.464: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-461.pdf>.

The EOB must always include language describing the process for the Veteran to appeal a claim that is denied in whole or in part.

## 12.6 Issuance of Remittance Advice

The Contractor must always provide an 835 Remittance Advice (RA) to all providers via EDI when available. Where providers do not currently use EDI, 835 transactions must always be created, printed, and mailed to providers. Paper RAs will contain all information available on the EDI 835 transaction.

The Contractor must always transmit a daily HIPAA-compliant EDI 835 Transaction File of all claims processed that day for VA in accordance with the Schedule of Deliverables.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

### A. EDI 835 Transaction File

## 12.7 Coordination of Benefits

### 12.7.1 Service Connected Disability Healthcare Services

The Contractor must always adjudicate all claims for Veterans where the referral indicates the services are related to a service connected disability and/or special authority with VA as the primary payer. VA will provide the Contractor with information to determine when VA is primary or secondary payer in the Approved Referral. The Contractor must develop systems to ensure that payment made to CCN Providers is in accordance with VA designation of primary or secondary payer.

In situations in which VA would be the secondary payer the Contractor must:

1. Develop and execute a program to coordinate benefits for CCN healthcare services determined by VA to not be related to a service connected disability and/or special authority for Veterans with OHI (see 12.7.2). The Contractor must develop a National Association of Insurance

Commissioners compliant Coordination of Benefits (COB) Plan and submit it to VA in accordance with the Schedule of Deliverables.

2. Obtain a copy of the OHI RA from the CCN provider and submit the OHI RA in addition to healthcare claim reimbursement invoices. This includes cases where there will be no additional payment required as the secondary payer by the Contractor to the CCN provider.
3. Deny any claims when an Eligible Veteran who has OHI is receiving medical care for services that are determined by VA to not be related to a service connected disability and/or special authority and the Veteran's OHI is not billed by the provider prior to the Contractor invoicing VA. Upon completion of OHI billing, the Contractor must always submit, with every healthcare EDI claim to VA, an RA for services determined by VA to not be related to a service connected disability or special authority care. The healthcare and OHI prior payment information, including payments made by the Veteran, must always be submitted to VA with each claim. This includes all claims that have been satisfied and/or paid in full by the OHI primary insurance. The Contractor must always provide VA the amounts paid by the Veteran at the point of service.

The Contractor must always ensure that Veterans are held harmless and may not be billed for any services denied for failure of a CCN provider to obtain a referral and any required Prior Authorizations from VA. The Veteran must always be held harmless in cases where the CCN provider fails to meet the OHI Prior Authorization requirements of the OHI and receives a denial. The Veteran must always be held harmless in cases where the CCN provider fails to submit a claim in accordance with the Claims Adjudication Rules in Section 12.1.1. The Veteran must always be held harmless in cases where the CCN provider delivers healthcare services outside of the validity period or outside the scope of the Approved Referral.

The Contractor must always identify and correct any situation in which OHI is billed by the CCN Provider for care provided on an Approved Referral when VA was marked as primary payer. The Contractor must always educate CCN providers on the process for identifying Approved Referrals marked VA primary and VA secondary.

The Contractor must always ensure that VA is notified in all circumstances when any CCN healthcare services related to or associated with any claim involving subrogation against: (i) workers' compensation carrier, (ii) an auto liability insurance carrier, (iii) third party tortfeasor (e.g. medical malpractice), or (iv) any other situation where a third party is responsible for the cost of CCN healthcare services. Whenever the Contractor is aware of potential Third Party liability, e.g., Workman's Compensation, automobile insurance liability insurance, etc., through the normal course of business, the contractor will notify the COR in writing of such potential Third Party liability within 30 days of identifying the event.

The Contractor must always ensure that payment to the provider under this contract is deemed as payment in full.

In situations where VA would be a secondary payer, the Contractor must always receive, process, and store a service connected disability and/or special authority determinations. The service connection and non-service connection determinations will be sent with each referral and the information must always be used by the Contractor's system to adjudicate claims in accordance with the claims adjudication requirements in Section 12.0, "Claims Processing and Adjudication for CCN Healthcare Services Rendered."

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Coordination of Benefits Plan

12.7.2 Other Health Insurance

Without direct contact to the Veteran, the Contractor must always use available OHI data sources to: (i) validate Veteran OHI provided by VA to the Contractor as part of the initial eligibility file (see Section 5.0, “Eligibility Verification and Enrollment”); (ii) identify OHI for Veterans when VA has no documented OHI information; and (iii) update as necessary the Veteran’s OHI insurance information.

The Contractor must always electronically transmit OHI data to VA weekly. The Contractor must always submit to VA each business day all files containing EDI 837P, 837I, and 837D transactions received each day. For those Veterans whose OHI cannot be confirmed through available data, the Contractor may obtain such information from the Veteran only in accordance with a process pre-approved by VA.

The Contractor must always ensure that when an Eligible Veteran is receiving Non-service Connected Care, the Veteran’s OHI is billed by the provider prior to the Contractor invoicing VA. Upon completion of OHI billing, the Contractor must always determine whether additional payment is required to fulfill the reimbursable **Standard** Episode of Care up to negotiated rates. Upon completion of OHI billing and supplemental payment (if needed), the Contractor must always submit to VA a post-payment EDI 837 transaction that includes all payment and OHI associated activity RA. The Contractor must always provide care to Service Connected Care Eligible Veterans and bill VA for services rendered within the Approved Referral up to VA allowed amount using a post-payment EDI 837 transaction RA.

The Contractor must develop an OHI Verification and Retrieval Plan in accordance with the Schedule of Deliverables.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. OHI Verification and Retrieval Plan
- B. OHI Report

12.8 Claims for Services Rendered to Veterans Assigned to Other CCN Region

The Contractor must always receive, process, and adjudicate claims for all services provided pursuant to this contract by CCN providers and practitioners in the Contractor’s CCN Region.

12.9 Claims Auditing

~~The Contractor must always ensure that fraud, waste, and abuse (FWA) detection analytics are inherent in their claims processing system. The Contractor must always share information when FWA is substantiated for any payments which they were reimbursed by VA. The Contractor must always make every reasonable attempt to recover all improper payments for services rendered to Veterans or for persons who were not eligible to receive a benefit.~~

~~The Contractor must always create a Quarterly Cost Avoidance and Recovery/Recoupments Report and submit to VA, in accordance with the Schedule of Deliverables, within thirty (30) days following the last day of each quarter. The report will include the cost avoidance and recoveries/recoupments achieved as a~~

result of improper payment reviews conducted by the Contractor. Each Quarterly Cost Avoidance and Recovery/Recoupments report must always contain but not be limited to:

- ~~A summary of errors by reason category to include number of cases and dollar value.~~
- ~~Trending of overpayments from inception and suggested corrective action.~~
- ~~A detailed narrative with graphical and statistical information.~~
- ~~Overpayments Established—This component of the report will: a) present the number of cases on which the Contractor has performed their initial assessment, b) indicate if the Contractor has requested and received additional documentation from VA and the timeframes associated with those documentation requests, and c) indicate the date the case was established and the date the Contractor is prepared to move on to the collection phase.~~
- ~~Overpayments Collected—Collected amounts must only be included in this report if the amount has been successfully collected by the Contractor. Collected amounts must always be shown in a way that allows relation of the collected amount to a specific claim or invoice.~~
- ~~Underpayments Identified—Indicate the number of cases that have been identified as having been underpaid and, if available, the estimated value of the underpayments.~~
- ~~Overpayments Adjusted—During the course of the audit, there may be situations where the overpayment amount needs to be adjusted. This report will present any of those situations where adjustments have been required and the associated date of those adjustments.~~
- ~~The number of reviews completed during each month of the quarter.~~
- ~~Variance analysis for any reporting category with a greater than 15% increase or decrease from the current quarterly report to the previous report, to include any unusual activity even if it does not exceed the percentage.~~

~~Each Quarterly Cost Avoidance and Recovery/Recoupments Report for the final quarter of the applicable contract year must always include an annual analysis of the full PoP. The report for the final quarter must always include summarized information in presentation format (Microsoft Word, Excel, or PowerPoint) in laymen's language to facilitate conveying this information to senior VHA Community Care Leadership and to VA management. The report for the final quarter must always include lessons learned and will reflect unusual activity that persists throughout all four quarters. The report will include suggestions for improvements, implemented corrective action, and roll up summaries from the quarterly reports.~~

~~Audit *ad hoc* reports are responses to a current need for specific information in a specified format to support a VA audit. VA will request any *ad hoc* report by email to the Contractor's POC. The Contractor must always provide *ad hoc* reports, in accordance with the Schedule of Deliverables, three (3) business days after the request. Requests for *ad hoc* reports will not exceed eight (8) per year, and must always be requested by the COR.~~

~~Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)~~

~~A. Quarterly Cost Avoidance and Recovery/Recoupments Report~~

~~B.A. \_\_\_\_\_ Audit Ad Hoc Reports~~

The Contractor must always ensure that fraud, waste, and abuse (FWA) detection analytics are inherent in their claims processing system. The Contractor must always share information when FWA is substantiated for any payments which they were reimbursed by VA. The Contractor must always make every reasonable attempt to recover all improper payments for services rendered to Veterans or for persons who were not eligible to receive a benefit.

Abuse is defined as, and Contractor analytics systems must always apply rules to identify, provider practices that that are inconsistent with sound medical practices, business practices, fiscal practices, and may result in unnecessary costs to VA. Business rules will identify services provided that were not medically necessary or fail to meet professional standards for health care.

Fraud is recognized as the intentional deception or misrepresentation made by a persons with the intent that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable State law. The contractor must always demonstrate business analytics rules that may identify fraudulent activity. The Contractor must always apply and be able to demonstrate rules to identify potentially fraudulent claims.

The Contractor must always create a Quarterly Cost Avoidance and Recovery/Recoupments Report and submit to VA, in accordance with the Schedule of Deliverables, within thirty (30) days following the last day of each quarter. The report will include the cost avoidance and recoveries/recoupments achieved as a result of improper payment reviews conducted by the Contractor. Each Quarterly Cost Avoidance and Recovery/Recoupments report must always contain but not be limited to:

- A summary of errors by reason category to include number of cases and dollar value.
- Trending of overpayments from inception and suggested corrective action.
- A detailed narrative with graphical and statistical information.
- Overpayments Established – This component of the report will: a) present the number of cases on which the Contractor has performed their initial assessment, b) indicate if the Contractor has requested and received additional documentation from VA and the timeframes associated with those documentation requests, and c) indicate the date the case was established and the date the Contractor is prepared to move on to the collection phase.
- Overpayments Collected – Collected amounts must only be included in this report if the amount has been successfully collected by the Contractor. Collected amounts must always be shown in a way that allows relation of the collected amount to a specific claim or invoice.
- Underpayments Identified – Indicate the number of cases that have been identified as having been underpaid and, if available, the estimated value of the underpayments.
- Overpayments Adjusted – During the course of the audit, there may be situations where the overpayment amount needs to be adjusted. This report will present any of those situations where adjustments have been required and the associated date of those adjustments.
- The number of reviews completed during each month of the quarter.
- Variance analysis for any reporting category with a greater than 15% increase or decrease from the current quarterly report to the previous report, to include any unusual activity even if it does not exceed the percentage.

Each Quarterly Cost Avoidance and Recovery/Recoupments Report for the final quarter of the applicable contract year must always include an annual analysis of the full PoP. The report for the final quarter must always include summarized information in presentation format (Microsoft Word, Excel, or PowerPoint) in laymen's language to facilitate conveying this information to senior VHA Community Care Leadership and to VA management. The report for the final quarter must always include lessons learned and will reflect unusual activity that persists throughout all four quarters. The report will include suggestions for improvements, implemented corrective action, and roll-up summaries from the quarterly reports. Financial adjustments needed based on the findings in the Cost Avoidance and Recovery / Recoupment report, both overpayment and underpayment will be made upon acceptance of the report by VA. Audit *ad hoc* reports are responses to a current need for specific information in a specified format to support a VA

audit. VA will request any *ad hoc* report by email to the Contractor's POC. The Contractor must always provide *ad hoc* reports, in accordance with the Schedule of Deliverables, three (3) business days after the request. Requests for *ad hoc* reports will not exceed eight (8) per year, and must always be requested by the COR.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

B. Quarterly Cost Avoidance and Recovery/Recoupments Report

C. Audit Ad Hoc Reports

## 12.10 Claim/Referral Audit and Compliance

The Contractor must create a Claim/Referral Audit and Compliance Reporting Plan (hereinafter referred to as Referral Audit) to obtain appointment status for Veterans scheduled with CCN providers who have no claims activity, as described below. Management activities include making contact with the CCN provider to determine the current status of the Veteran's appointment. The Contractor must submit to VA its Referral Audit Plan at least ~~ninety~~thirty (30) days prior to SHCD for review and approval, in accordance with the Schedule of Deliverables.

VA will provide the Contractor with weekly lists of Veterans with scheduled appointments who have:

1. Expired Approved Referrals of eighty-nine (89) days or less without a claim; Claim/Referral Follow-Up activities will be initiated thirty (30) days after the expiration of the Approved Referral;
2. Approved Referrals of ninety (90) days or more with no claim activity; Care Coordination Follow-Up activities will be initiated on the ninety-first (91<sup>st</sup>) day.

The Contractor must always provide to VA one of the following statuses for each of the Approved Referrals on which they performed Referral Audit activities:

1. Rescheduled Appointment (New Appointment Date to be included);
2. No-Show/Missed Appointment;
3. Cancelled, Not Rescheduled;
4. Kept Appointment (Estimated date claim[s] to be submitted to be included);
5. Claim Filed (Date of submission to be included);
6. Claim Pending OHI Coordination; or
7. Additional Appointments Pending

The Contractor must always complete the Referral Audit activities, in accordance with the Schedule of Deliverables, within twenty-one (21) business days of the date the information was received by the Contractor.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

A. Claim/Referral Audit and Compliance Reporting Plan

## 12.11 Reserved

## 12.12 Claims Reporting

The Contractor must always transmit (non-clearinghouse file transfer) to VA a daily file containing all EDI 837 claims received from CCN Providers, including those that are in a pre-payment status, in accordance with the Schedule of Deliverables.

The Contractor must always provide Weekly Claims Processing Reports to VA, in accordance with the Schedule of Deliverables, that summarizes all claims activity. The Contractor must commence sending Weekly Claims Processing Reports at the start of claims processing. The Contractor must always run the Weekly Claims Processing Reports and include all claims activities from Sunday through close of business on Saturday, for the submission to be received by VA no later than 11 PM Eastern Time each Sunday. The Contractor must always include totals for open claims, pending claims, rejected claims, newly received claims, adjustments, transfers, claims processed, adjustments processed, closing of pending claims, denied claims, and closing of adjusted claims at the CCN level, and at the NPI or TIN level. The Contractor must always include the following categories by the age of the claim, and provide a total for each category: 0-10, 11-30, 31-60, 61-90, and 90+ days.

The Contractor must always provide Quarterly Claims Audit Reports in accordance with the Schedule of Deliverables.

The Contractor must always provide *ad hoc* reports, standardized reports, and special reports that satisfy request requirements within mutually agreed upon timelines, but no later than five (5) business days from date of request. VA can request a maximum of 24 ad hoc reports during each period of performance. The Contractor must always have search capabilities built into its systems to quickly and easily accommodate such requests.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. EDI 837 Transaction Files
- B. Weekly Claims Processing Reports
- C. Quarterly Claims Audit Reports

## 12.13 Federal Codes and Regulations

The Contractor must always ensure the claims processing system and any associated business rules and processes incorporate and maintain VA statutory and regulatory authorities, including any subsequent changes thereto.

## 13.0 VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS

### 13.1 Veteran Appeals

The Contractor must always electronically store any referral denial or Prior Authorization denial notice received from VA for claims adjudication.

In the event that the Contractor denies a claim and the Veteran has a financial liability (e.g., denied emergency service claims) for that denied claim, the Contractor must always provide a notice of the

denial to the Veteran with a description of the Veteran's right to appeal such denial to VA. The Contractor must always include "VA Form 4107VHA" (<http://www.va.gov/vaforms/va/pdf/VA4107VHA.pdf>) with the notice of denial to the Veteran.

### 13.2 Practitioner and Provider Reconsiderations

The Contractor must establish and always maintain a provider reconsideration process for all claims that are denied, either in whole or in part. The Contractor must always notify the CCN Healthcare Services Network provider or CCN CIHS Network practitioner in writing, of any such denial, the reason for the denial, and the provider's right to request reconsideration. The Contractor must always ensure all CCN Healthcare Services Network provider or CCN CIHS Network practitioner requests for reconsiderations are submitted to VA within ninety (90) days from the date of denial.

The Contractor must create and submit a description of the Provider Claims Denial Reconsideration Process in accordance with the Schedule of Deliverables.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. Provider Claim Denial Reconsideration Process

## 14.0 CLINICAL QUALITY MONITORING

### 14.1 Clinical Quality Monitoring Plan (CQMP)

The Contractor must develop and submit a written Clinical Quality Monitoring Plan (CQMP) to VA. The CQMP must include an articulation of the quality monitoring activities for patient safety, clinical quality assurance, clinical quality improvement, and peer review. The Contractor's CQMP must include a detailed description of the purpose, methods, proposed goals, and objectives designed to ensure the highest quality of clinical care under this contract. The Contractor must provide a copy of its CQMP to VA in accordance with the Schedule of Deliverables.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. Clinical Quality Monitoring Plan

##### 14.1.1 Clinical Quality Initiative Component of the CQMP

The Contractor's CQMP must include a quality initiative component to improve processes internal to the Contractor, comprised of initiatives to improve clinical administrative processes and program related issues. The Contractor must evaluate and update the quality initiative component at least annually or more frequently if issues arise to adopt new methods for accomplishing desired outcomes.

##### 14.1.2 Clinical Quality Improvement Component of the CQMP

The Contractor's CQMP must include a Clinical Quality Improvement Program (CQIP) component, defined as a set of related activities designed to achieve measurable improvement in processes and outcomes of clinical care. The Contractor's CQIP component must always achieve improvements: (i) through activities that target healthcare providers, practitioners, plans, and Veterans; (ii) by addressing administrative processes, Veteran health, error reduction and safety improvement, Veteran functional

status, Veteran and provider satisfaction, and program-related issues; and (iii) for Veterans who are high-risk or high-volume users of services. The Contractor's CQIP component must be structured with appropriate elements, including clearly defined sample sizes and inclusion and exclusion criteria, and developed using relevant and rigorous scientific methodology.

The Contractor must appropriately document the CQIP with the following common elements:

1. Description and purpose of the activity and specific question(s) for study
2. Description of the population
3. Rationale for selection of the CQIP baseline data
4. Description of relevant data collection and data sets
5. Goals and time frames for achieving these goals
6. Action plans and interventions
7. Periodic measurements and outcomes

#### 14.2 Clinical Quality Issues Identification

Identification of quality issues must always apply to medical, dental and ancillary care services. The Contractor must always identify, track, trend, and report interventions to resolve any Potential Quality Issues (PQI) or Identified Quality Issues (IQI) using the most current National Quality Forum (Serious Reportable Events, CMS Hospital Acquired Conditions, and Agency for Healthcare Research and Quality Patient Safety Indicators).

The Contractor must always apply appropriate medical judgment, evidence-based medicine, and best medical practices when identifying, evaluating, and reporting on all PQI and IQI. The Contractor must always process to completion ninety-five (95) percent of all PQI and IQI within ninety (90) days from date of identification and ninety-nine (99) percent within one hundred eighty (180) days of identification. The Contractor must always prepare a Quarterly Clinical Quality Issues Report for VA with aggregated IQI and PQI data, which must always be submitted in accordance with the Schedule of Deliverables.

The Contractor must always implement appropriate IQI interventions using evidence-based medicine and best medical practices to address and resolve each identified quality issue. When the Contractor confirms an IQI or determines there is deviation in the standard of practice or care, the determination must always include assignment of an appropriate severity level and/or sentinel event and describe the actions taken to resolve the quality problem.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

##### A. Quarterly Clinical Quality Issues Report

#### 14.3 Peer Review of Identified Quality Issues

The Contractor must always ensure that all identified quality issues, regardless of the source, are reviewed and confirmed by a qualified peer review committee to determine deviations from standards of care, severity levels, and recommended interventions to include CAPs, reporting to licensure boards if indicated, and follow-up monitoring through resolution.

The Contractor's CQMP must describe the peer review committee's composition, qualifications, and quorum of voting members to conduct peer review, and frequency of the meetings.

The Contractor's peer review committee must always be responsible for ensuring that all identified issues are documented, tracked, trended, patterns identified, reported to committee, and appropriately addressed until resolution is achieved.

#### 14.4 VA Participation in Peer Review Committees

The Contractor must allow VA staff, as mutually agreed upon between Contractor and VA, to actively participate as non-voting members on the Contractor's CQIP committees, clinical quality management committees, clinical peer review committees, and credentialing committees for the CCN Region covered under this contract.

The Contractor must always take the necessary steps, as directed by VA, to safeguard Veterans when VA identifies a patient safety issue where Veterans are, or could be, at risk.

The Contractor must always conduct a clinical quality review and case investigation, as directed by VA, and report their findings to VA when VA identifies clinical quality concerns regarding the care rendered to a Veteran. The Contractor must always report findings to VA clinical staff who participate on the Contractor's peer review committee. All proceedings, deliberations, findings, and outcomes of the peer review committee are confidential and protected under peer review regulations.

#### 15.0 PHARMACY

The CCN Healthcare Services Network must always include a Pharmacy component. The Pharmacy component must always provide pharmacy benefits to Veterans through the use of a Pharmacy Benefits Management (PBM) function that has a retail pharmacy network to provide prescription fulfillment services for urgent/emergent prescriptions from CCN providers and VA providers when a VA Pharmacy is not available for prescription fulfillment. The Contractor must always require all routine/maintenance prescriptions to be forwarded to VA pharmacy for processing and fulfillment.

The Contractor must always provide the following information from the prescribing CCN provider for each routine/maintenance prescription for fulfillment:

1. Provider Name (Family, Given, Middle Suffix)  
Provider Name Suffix (e.g., Sr., Jr., II., III.)
2. NPI of the Provider
3. TIN of the Provider
4. Provider's PERSONAL DEA Number and Expiration Date (not a generic facility number)
5. Provider's Office Address
6. Providers Office Phone and Additional Phone Number
7. Provider's Fax Number (if applicable)
8. Provider's Discipline (e.g., physician, physician assistant, nurse practitioner, etc.)

VA will transmit a list of all VA providers who are eligible to prescribe prescriptions to Veterans when a VA pharmacy is not available within thirty (30) Days of contract award date pursuant to 18.15.2. The Contractor must always have a process in place where new VA providers may be active to prescribe

prescriptions within four (4) hours of being provided the information. When VA communicates the deletion of VA provider from the network, the change must always occur within 4 hours of being provided the information~~immediately in the Contractor's retail pharmacy network.~~

The Contractor must always ensure the CCN pharmacist dispenses prescriptions in accordance with VA Pharmacy program's mandatory generic substitution policy, VHA Handbook 1108.08 ([http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2417](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2417)). The Contractor must always prohibit CCN providers from dispensing any pharmaceutical samples to Veterans. The Contractor must always require all CCN providers to be registered with their own state's prescription monitoring program.

The Contractor must always support e-prescribing for retail network prescriptions, in accordance with commercial standards. The Contractor must manage and publish all data files required to support commercial e-prescribing practices. The Contractor must always maintain all electronic formularies administered under this contract and publish updates to the commercial e-prescribing hub, monthly. At a minimum, formularies must be updated quarterly.

### 15.1 Urgent/Emergent Prescriptions

The Contractor must establish a retail pharmacy network to fill urgent/emergent prescriptions received from CCN providers and VA providers when a VA pharmacy is not available for prescription fulfillment. An urgent/emergent prescription is available for a maximum fourteen (14)-day supply of medication without refills. The Contractor must always have retail pharmacies covering all geographic areas of the CCN Region and meet the adequacy standards described in Section 15.2, "Urgent/Emergent Prescription Network Adequacy."

The Contractor's retail pharmacies must always follow established clinical protocol for registration of new patients to determine a Veteran's allergy and previous drug history. The Contractor must provide training on pharmacy benefits and requirements, under this contract, to its network providers. This must include web-based and virtual trainings as well as written training materials.

The Contractor must establish procedures that include instructions for prescribing a maximum fourteen (14)-day supply of medication without refills when it is determined medically appropriate by the CCN provider or VA provider. When the VA's pharmacy is not available, the Contractor's procedures must instruct the Veteran to go to a local pharmacy in the retail pharmacy network established by the Contractor's PBM. Retail pharmacy network prescriptions that are not dispensed must always be reversed within seven (7) days of the date they were filled.

The Contractor must always provide to its PBM all applicable Veteran eligibility information and network prescribing provider information to facilitate Veterans' receipt of their urgent/emergent prescriptions through the participating retail pharmacies. The retail pharmacies must always provide Veterans the same quality of services provided to beneficiaries of other commercial clients, to the extent allowed by federal regulation and this contract.

The Contractor must always ensure that all pharmacy documents, and the receipt of the medication by the Veteran or the individual authorized by the Veteran, are in accordance with all applicable state and federal laws. The Contractor must always ensure that network pharmacies have procedures to reasonably assess the validity of prescriptions ordered by fax, telephone, and e-prescribing.

~~The Contractor must require all CCN providers to generate a second prescription for medications, when clinically needed for continued treatment beyond the urgent/emergent fourteen (14) day supply, and submit the prescription to the VA Customer Mail Order Pharmacy (CMOP) by fax or other agreed upon electronic method within one (1) hour of issuance of the urgent/emergent prescription for processing. Incomplete prescriptions will not be processed and will be returned to the prescribing provider to resubmit to VA CMOP for processing once completed. The Contractor must require its CCN providers to check with their state's prescription monitoring program for any controlled substance utilization prior to writing any controlled substance prescription for a Veteran to ensure appropriate opioid/controlled substance use.~~

The Contractor must require all CCN providers to generate a second prescription for medications, when clinically needed for continued treatment beyond the urgent/emergent fourteen (14)-day supply, and submit the prescription to the authorizing VA facility's pharmacy by fax or other agreed-upon electronic method within one (1) hour of issuance of the urgent/emergent prescription for processing. Incomplete prescriptions will not be processed and will be returned to the prescribing provider to resubmit to the authorizing VA facility's pharmacy for processing once completed. The Contractor must require its CCN providers to check with their state's prescription monitoring program for any controlled substance utilization prior to writing any controlled substance prescription for a Veteran to ensure appropriate opioid/controlled substance use.

~~The Contractor must instruct and mandate its CCN providers to use VA Urgent Emergent National Formulary (subject to routine updates) (Attachment M, "Urgent Emergent Drug Formulary"). When CCN or VA providers are unable to comply with the VA Urgent/Emergent Formulary, the Contractor must ensure that its PBM communicates to the retail pharmacy the applicable Urgent/Emergent National Formulary alternatives. If a medication from VA Urgent/Emergent National Formulary or VA National Formulary is not acceptable, the Contractor must develop a Prior Authorization process that conforms with VA's non-formulary request process, referenced in VHA Handbook 1108.08, "VHA Formulary Management Process" (see [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2417](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2417)).~~

The Contractor must instruct and mandate its CCN providers to use VA Urgent Emergent National Formulary (subject to routine updates) (Attachment M, "Urgent-Emergent Drug Formulary"). When CCN or VA providers are unable to comply with the VA Urgent/Emergent Formulary, the Contractor must ensure that its PBM communicates to the retail pharmacy the applicable Urgent/Emergent National Formulary alternatives. If a medication from the VA Urgent/Emergent National Formulary is not acceptable, the Contractor must next offer an alternative from the VA National Formulary (Attachment AE). , The Contractor must develop a Prior Authorization process that conforms with VA's non-formulary request process, referenced in VHA Handbook 1108.08, "VHA Formulary Management Process" ([http://www.va.gov/VHAPUBLICAtions/ViewPublication.asp?pub\\_ID=3291](http://www.va.gov/VHAPUBLICAtions/ViewPublication.asp?pub_ID=3291)).

The Contractor must always perform clinical reviews for all Prior Authorization, non-formulary medications, recommending formulary alternatives that are in compliance with the posted criteria for use (CFU) on VA PBM website. When a CFU is not available, the Contractor must always utilize a generic Prior Authorization template that requires strict adherence to only FDA approved indications. For unlabeled uses or other clinical exceptions, the Contractor must always contact VA Community Care Contact Center's pharmacy representative for assistance on making an approval determination. No prescriptions for topical compounded products are considered urgent/emergent. The Contractor must submit a Monthly Electronic Prior Authorization Report in accordance with the Schedule of Deliverables.

The Monthly Electronic Prior Authorization Report must always use the National Council for Prescription Drug Programs (NCPDP) format with two additional columns. The headings of the two additional columns must state “Approve or Disapprove” and “Justification.” Entries under “Justification” could be as follows:

1. *“Urgent/Emergent Need as Determined by Provider”*
2. *“Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with CFU”*
3. *“Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with generic Prior Authorization”*
4. *“Non-Formulary for Urgent/Emergent Need as Determined by VA Community Care Contact Center Pharmacist”*

The Contractor must establish a PBM process that will automatically reject a retail network pharmacy’s attempt to renew a Veteran’s prescription if it is for the same drug and strength within thirty (30) days of the original fourteen (14) days prescription. Approved Prior Authorizations include continuation of pain or antibiotic therapy; otherwise, the Contractor must always contact VA Community Care Contact Center's pharmacy representative for assistance. The monthly Electronic Prior Authorization Report must always use the NCPDP format with the two additional columns noted above (“Approve or Disapprove” and “Justification.”), including a section for continuation of pain or antibiotic therapy. Entries under “Justification” could be as follows:

1. *“Urgent/Emergent Need for Continuation of Pain or Antibiotic Therapy as Determined by Provider”*
2. *“Urgent/Emergent Need for Continuation of Therapy as Determined by VA Community Care Contact Center Pharmacist”*

The Contractor must provide, in accordance with the Schedule of Deliverables, a Monthly Electronic Urgent/Emergent Prescription Report in NCPDP format, as a flat, tab delimited file, to VA including the following information on each prescription filled:

1. Pharmacy name, store #, address, and phone number
2. Pharmacy prescription number
3. National Drug Code number of the drug that was used to fill the prescription
4. Text description of drug
5. Number of days’ supply, quantity, and date dispensed
6. Drug ingredient cost, including % off Average Wholesale Price (AWP), AWP at time of charge, and dispensing fee
- ~~7. Total amount paid to the retail pharmacy~~
- ~~8.~~7. Prescribing provider, who prescribed the medication, including the NPI and DEA numbers (if required for prescription)
- ~~9.~~8. Patient’s last four digits of SSN
- ~~10.~~9. Provider status (i.e., CCN Provider or VA Provider)
- ~~11.~~10. VISN
- ~~12.~~11. Facility ID
- ~~13.~~12. Referral Number

This monthly report must always provide details on urgent/emergent fill performance metrics, as referenced in Section 15.2, “Urgent/Emergent Prescription Network Adequacy.”

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

~~A. Monthly Electronic Urgent/Emergent Prescription Report (to include Continued Need Justifications)~~

~~B. Monthly Electronic Prior Authorization Report~~

A. Monthly Electronic Urgent/Emergent Prescription Report

B. Monthly Electronic Prior Authorization Report (to include Continued Need Justifications)

15.2 Urgent/Emergent Prescription Network Adequacy

The Contractor must always ensure that a retail pharmacy network is established and in place that is adequate in size, scope, and capacity to ensure that Eligible Veterans receive timely access to urgent/emergent prescription services in accordance with the following standards, at a minimum, for each VAMC service area:

*Table 12. Network Pharmacy Minimum Access Standards*

<u>Average Drive Distances</u>	
<u>Urban</u>	<del>Network pharmacy within two (2) miles of a Veteran’s residence</del>
<u>Rural</u>	<del>Network pharmacy within five (5) miles of a Veteran’s residence</del>
<u>Highly Rural</u>	<del>Network pharmacy within twenty (20) miles of a Veteran’s residence</del>
<u>Average Drive Distances</u>	
<u>Urban</u>	<u>Network pharmacy 90% of Veteran have access within five (5) miles of a Veteran’s residence</u>
<u>Rural</u>	<u>Network pharmacy 70% of Veterans have access within fifteen (15) miles of a Veteran’s residence</u>
<u>Highly Rural</u>	<u>Network pharmacy t) 70% of Veterans have access within thirty (30) miles of a Veteran’s residence</u>

Any deviations from these minimum standards must always be requested in writing by the Contractor and submitted to the COR. Written requests must always include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR and a determination will be provided by the CO.

The Contractor must submit the Pharmacy Adequacy Plan to VA in accordance with the Schedule of Deliverables.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Pharmacy Adequacy Plan

15.2.1 Urgent/Emergent Prescription Performance Metrics

The Contractor must always report performance toward the defined performance metric goals for all urgent/emergent prescriptions handled by the retail pharmacy network monthly. These goals and metrics are:

1. 95 percent overall conformance with VA Urgent/Emergent Formulary for CCN Providers
2. 90 percent generic dispensing for VA Urgent/Emergent prescriptions for CCN Providers

The Monthly Urgent/Emergent Prescription Performance Metrics Report must always be submitted in accordance with the Schedule of Deliverables and include the ability to drill down to prescribing provider level, including contact information and retail pharmacy location.

Deliverables: (See Section 20.4, “Schedule of Deliverables” for details.)

#### A. Monthly Urgent/Emergent Prescription Performance Metrics Report

##### 15.3 Routine/Maintenance Prescriptions: Time-Eligible and Distance-Eligible Veterans

VA healthcare benefits include providing Veterans with prescription medications, medical/surgical supplies, and nutritional products. The Contractor’s CCN providers may prescribe medications to be processed by the VA pharmacy only where the Veteran is enrolled for care as part of the authorized CCN healthcare services under this contract.

The Contractor must always instruct and mandate its CCN providers that prescriptions must always be prescribed in accordance with VA’s National Formulary, which includes provisions for requesting non-formulary drugs (see [http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2417](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2417)

[http://www.va.gov/VHAPuBLICAtIons/ViewPublication.asp?pub\\_ID=3291](http://www.va.gov/VHAPuBLICAtIons/ViewPublication.asp?pub_ID=3291)).

In addition to the online formulary, an online formulary search tool is available at:

<http://www.pbm.va.gov/apps/VANationalFormulary/>. This application provides formulary alternatives to non-formulary drugs in the same VA drug class. The Contractor must always instruct its CCN providers to utilize this application in order to prescribe appropriate formulary medications. All Prior Authorizations or non-formulary prescriptions received by the VA Pharmacy must be reviewed in coordination with the CCN provider and authorized by VA Pharmacy before dispensing.

Prescriptions must always be transmitted by secure fax or other agreed-upon electronic method to VA for processing within one (1) hour of issuance. Incomplete prescriptions will not be processed and will be returned to the prescribing provider to re-submit to VA for re-processing once completed.

~~Seasonal flu vaccine are authorized to be administered by the CCN retail pharmacies in accordance with VA Vaccination recommendations (<http://www.publichealth.va.gov/vaccines.asp>) and the Centers for Disease Control and Prevention immunization protocols governing their use, found at <http://cdc.gov/vaccines>. The Contractor must always ensure its Pharmacy providers verify eligibility prior to dispensing a flu vaccination. Veterans are required to present a valid identification (e.g. State driver’s license) and a VA issued identification card. A flu vaccination alone does not constitute an Active Veteran or result in a payment for a PMPM fee.~~

Seasonal flu vaccine are authorized to be administered by the CCN retail pharmacies in accordance with VA Vaccination recommendations (<http://www.publichealth.va.gov/vaccines.asp>) and the Centers for

Disease Control and Prevention immunization protocols governing their use, found at <http://cdc.gov/vaccines>. VA will provide to the contractor during contract implementation and with each option period award thereafter, a Standardized Episode of Care (SEOC) listing of approved vaccinations and CPT/billing codes that will be reimbursed without further authorization from VA. The Contractor must always ensure its Pharmacy providers verify eligibility prior to dispensing a flu vaccination. Veterans are required to present a valid identification (e.g. State driver's license) and a VA issued identification card. All other vaccinations require prior authorization.

#### 15.4 Contingency Plan for Disaster Response

In the event the VHA Undersecretary for Health or his/her designee initiates VA's continuity of operations plan (COOP) in response to a disaster, the Contractor must always make available its retail pharmacy network to Veterans affected by such disaster. VA will provide to the Contractor a list of Veterans affected by the disaster who are eligible to access the Contractor's retail pharmacy network. The Contractor must always make available its retail pharmacy network service to those Veterans on the list within twelve (12) hours of receiving the list from VA. The Contractor must always allow a maximum of thirty (30) days of fill for each prescription medication at the retail network pharmacy in accordance with the Veteran's CCN or VA provider prescription. The Contractor's retail pharmacy may also call VA Pharmacy to transfer the disaster response prescription(s).

The Contractor must provide an Electronic Disaster Response Prescription Report, in accordance with the Schedule of Deliverables and following the NCPDP format, on a monthly basis during the period for which the service is provided and for ninety (90) days following the end of the service.

Deliverable: (See Section 20.4, "Schedule of Deliverables" for details.)

##### A. Electronic Disaster Response Prescription Report

#### 16.0 DURABLE MEDICAL EQUIPMENT

The Contractor must always provide urgent and emergent DME, Medical Devices, orthotic, and prosthetic items (hereinafter referred to as "DME and Medical Devices") to Eligible Veterans.

#### 16.1 Urgent/Emergent Prescriptions for DME and Medical Devices

The Contractor must always provide DME and Medical Devices to Eligible Veterans for an urgent or emergent condition requiring DME and/or Medical Devices as determined by a CCN provider. Urgent or emergent condition for DME and Medical Devices is a medical condition of acute onset or exacerbation manifesting itself by severity of symptoms including pain, soft tissues symptomatology, bone injuries, etc. Urgent or emergent DME or Medical Devices may include, but are not limited to: splints, crutches, canes, slings, soft collars, walkers, and manual wheelchairs. All other (i.e., non-urgent or non-emergent) DME and Medical Device prescriptions must always be submitted to VA for the prescribed item(s) to be purchased and provided by VA. Failure to plan or coordinate with VA in advance of a scheduled procedure or patient discharge for instances in which the need for DME and/or Medical Devices can be reasonably anticipated, does not constitute an urgent or emergent condition for DME and/or Medical Devices.

The Contractor must always ensure that CCN providers assess cost effectiveness of a rental option for an urgent/emergent DME/Medical Devices, if available. If a rental option is selected, the rental period may not exceed 30 days. The Contractor must always ensure that CCN providers submit any longer term need of an urgent/emergent DME/Medical devices to VA for fulfillment.

The Contractor must always provide DME or Medical Devices to Veterans receiving care in the community for urgent or emergent conditions at the time of healthcare service delivery or soon thereafter.

## 16.2 Routine Prescriptions for DME and Medical Devices

The Contractor must always ensure that CCN providers submit all prescriptions for routine DME and Medical Devices for Eligible Veterans to VA for fulfillment. The Contractor must always require all DME and Medical Device prescriptions contain the following information:

1. Date of Request
2. Patient's Full Name
3. Patient's Date of Birth
4. Patient's Last 4 Digits of SSN
5. Patient's EDIPI
6. Prescribing Provider's Full Name
7. Prescribing Provider's Address
8. Prescribing Provider's Phone Number
9. Prescribing Provider's Fax Number
10. Diagnosis and International Classification of Diseases (ICD)-10 Code(s)
11. Description and HCPCS Code for Each Prescribed Item
12. Detailed Information (brand, make, model, part number, etc.) and Medical Justification for Each Prescribed Item (if a specific brand/model/product is prescribed)
13. Item Delivery Location/Address and Expected Delivery Date

The Contractor must always ensure that all DME and Medical Device prescriptions are submitted using VA-provided order forms or templates within twenty-four (24) hours or the next business day after completion of healthcare services from which the prescription was generated. All VA forms and templates for DME and Medical Devices, along with instructions for use, will be provided to the Contractor during the implementation phase. A sample DME and Medical Devices form is attached and will be updated during the implementation phase (Attachment N, "CCN DME-OandPRequest FormSAMP"). The Contractor must always notify CCN providers that VA reserves the right to issue comparable, functionally equivalent DME and Medical Devices to what is prescribed by the CCN provider.

The Contractor must always require that all prescriptions for hearing aids are submitted to VA for review and fulfillment. For hearing aids, the Contractor must always provide initial testing results related to potential hearing aid needs to VA within two (2) business days of completion of the initial testing. Hearing aids cannot be purchased or provided under this contract by the Contractor or the CCN providers. The VA will provide information for the hearing aid manufacturers that have current contracts with VA.

The Contractor must always require that all requests for home oxygen are submitted to VA for review and fulfillment. For home oxygen, the Contractor must always provide definitive testing results relate to potential home oxygen needs and detailed home oxygen prescriptions within twenty-four (24) hours of completion of the definitive testing. Home oxygen equipment or supplies cannot be purchased or provided under this contract by the Contractor or the CCN providers. The Contractor must always inform

the CCN Providers that the need for home oxygen must always be planned sufficiently in advance of the procedure or patient discharge to avoid delay in fulfilling the prescription.

The Contractor must always require CCN Providers to be responsible for all necessary follow-up care, including patient education, training, fitting, and adjustment for the prescribed item. VA will procure and send the prescribed item to the prescribing CCN provider location, unless specified otherwise, for the prescribing CCN provider to provide follow-up care and the item(s) to the Veteran.

### 16.3 Eyeglasses

The Contractor must always provide the capability for Eligible Veterans receiving eye care services in the community to receive eyeglasses through a retail vendor with a physical location. Retail vendors may include CCN eye care providers who have the capability to provide eyeglasses in accordance with the requirements under this contract. Only Time-Eligible and Distance-Eligible Veterans who received an eye care examination and have an eyeglass prescription from their CCN eye care provider may be referred to a CCN eyeglass retail vendor. Eyeglasses provided to Veterans must always meet the following requirements:

1. A case for eyeglasses must always be provided at no cost to VA or the Veteran.
2. Provision of a pair of eyeglasses must always include fitting and dispensing services for the eyeglasses. Fees for the lenses and frames must always be inclusive of the fees for fitting and dispensing services.
3. A collection of frames must always be offered to Eligible Veterans for selection. HCPC code V2020 must always be used for all frames for claims. Veterans will not be held responsible for paying any difference in price over the Medicare rate for V2020 for frames.
4. The following four types of lenses may be provided:
  - Single Vision Lenses
  - Bifocal Lenses
  - Trifocal Lenses
  - Progressive Lenses
5. Ultra-violet (UV) protection feature must always be provided for all eyeglasses. If UV is manufactured directly in the lenses, UV coating may never be billed separately.
6. All prescribed lens features must always be medically necessary. The following HCPC codes, if prescribed, will require a review and approval by VA.
  - V2199, Not otherwise classified, single vision lens
  - V2299, Specialty bifocal (by report)
  - V2399, Specialty trifocal (by report)
  - V2499, Variable sphericity lens, other type
  - V2702, Deluxe lens feature
  - V2761, Mirror coating, any time, solid, gradient or equal, any lens material, per lens
  - V2762, Polarization, any lens material, per lens
  - V2786, Specialty occupational multifocal lens, per lens
  - V2118, Aniseikonic lens, single vision
  - V2218, Aniseikonic, per lens, bifocal
  - V2318, Aniseikonic, trifocal
  - V2410, Variable asphericity lens, single vision, full field, glass or plastic, per lens
  - V2430, Variable asphericity lens, bifocal, full field, glass or plastic, per lens
  - V2730, Special base curve, glass or plastic, per lens

- V2782, Lens, index 1.54 to 1.65 plastic or 1.60 to 1.79 glass, excludes polycarbonate, per lens
  - V2783, Lens, index greater than or equal to 1.66 plastic or greater than or equal to 1.80 glass, excludes polycarbonate, per lens
  - V2797, Vision supply, accessory and/or service component of another hcpcs vision code
  - V2799, Vision item or service, miscellaneous
7. No additional features or “upgrades” desired by the Veteran that are not included in the CCN eye care provider’s (optometrist or ophthalmologist) prescription may be allowed or authorized.
  8. Patient education regarding the proper care and cleaning of eyeglasses must always be provided at no cost to VA or the Veteran.
  9. The quality of materials and fabrication requirements for prescription ophthalmic lenses and frames and their assembly into a pair of eyeglasses must always meet current American National Standards Institute (ANSI) Z80 Standards, including “American National Standard for Prescription Ophthalmic Lenses - Recommendations” ANSI Z80.1, and “American National Standard Requirements for Ophthalmic Frames” ANSI Z80.5. In addition, all ophthalmic lenses must always be in accordance with FDA Regulation (2) C.F.R., Parts 3 and 4 for impact resistance.
  10. Eyeglasses provided under this contract must always be warranted/guaranteed against defective material and/or workmanship for a minimum of one (1) year from the date of receipt by the Veteran. The CCN eyeglass retail vendor must always agree to furnish, without additional cost to VA, all labor and materials necessary to correct defects that were detected during the guarantee period. These conditions do not apply to adjustments incidental to the wearing of eyeglasses, adjustments required by physical change of the wearer, or when there is evidence of deliberate misuse or alteration by anyone other than the CCN eyeglass retail vendor.

The Contractor must always require that all prescriptions for medically indicated contact lenses are submitted to VA for review and fulfillment. VA will procure and send the prescribed item to the prescribing CCN provider location for the prescribing CCN Provider to provide fitting and follow up care to the Veteran.

## 17.0 DENTAL

The Contractor must establish and maintain a network of dental providers to provide outpatient dental care to all Eligible Veterans who also satisfy the dental eligibility requirements of 38 U.S.C. § 1710(c) and 1712 and 38 C.F.R. § 17.93 and 17.160-17.166. The dental network does not require accreditation.

### 17.1 Dental Network Adequacy

The dental network must always include both general and specialized dental care. Specialized dental services include all recognized American Dental Association (ADA) specialties except for pediatric dentistry.

Minimum network standards for Veteran access are as follows:

*Table 13. Dental Network Access Standards*

Minimum Network Standards for Access to General Dentistry	
Urban	Thirty (30) minutes

Rural	Forty-five (45) minutes		
Highly Rural	Ninety (90) minutes		
Minimum Network Standards for Access to Specialized Dentistry			
Urban	Forty-five (45) minutes		
Rural	One hundred (100) minutes		
Highly Rural	One hundred eighty (180) minutes		
Appointment Availability for Access to General and Specialized Dentistry			
	Emergent	Urgent	Routine
Urban	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days
Rural	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days
Highly Rural	Twenty-four (24) hours	Forty-eight (48) hours	Thirty (30) days
*Note: Drive Time and Appointment Availability calculations are in Section 3.6, "Network Adequacy Management."			

Any deviations from these minimum standards must always be requested in writing by the Contractor and submitted to the COR. Written requests must always include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR and a determination will be provided by the CO.

#### 17.2 Dental Network Provider Credentialing

The Contractor must always confirm that CCN Dental Network providers have an active, unrestricted license in the state or territory in which the service is performed.

If a provider is or has been licensed in more than one state, the Contractor must always confirm that the provider certifies that none of those states has terminated such license for cause, and that the provider has not involuntarily relinquished such license in any of those states after being notified in writing by that state of potential termination for cause.

#### 17.3 Dental Network Compliance

The Contractor must always ensure CCN providers comply with the most current version of the Code on Dental Procedures and Nomenclature published in the ADA's Current Dental Terminology (CDT) manual throughout the PoP.

The Contractor must always develop quality initiatives that address, but are not limited to, the following: patient complaints, excessive remakes of dental prostheses, retreatment rates, and post-treatment issues identified by VA personnel.

#### 17.4 Dental Care Referrals and Prior Authorization

The Contractor's processes must always require that, except as described in the following paragraph, after an initial authorized dental referral is completed, all recommended treatment plans be reviewed and approved by VA prior to the Veteran receiving care.

VA will provide the Contractor an initial list of dental services as part of Attachment IA, “Dental Services Prior Authorization Exception List” in advance of dental treatment. Upon the receipt of an updated Dental Services Prior Authorization Exceptions List and associated business rule guidance from VA, the Contractor must always communicate and distribute the updated Dental Services Prior Authorization Exceptions List to dental providers within the CCN within thirty (30) days of receipt.

The Contractor must always have a referral for all dental services to be provided under the contract in advance of treatment. Attachment IA, “Dental Services Prior Authorization Exception List” defines specific services that may be performed after the referral is established without further clinical review or prior authorization by VA. All dental services not listed in the attachment require prior authorization by VA.

#### 17.5 Return of Dental Records

The Contractor must establish, implement, and always monitor processes that require that CCN Dental Network providers to return dental records of completed care, including supplemental images/radiographs, to VA within forty-five (45) days upon completion of the dental treatment plan. The Contractor must always ensure that requested documentation is submitted by CCN Dental Network providers directly to VA via secure electronic submission, where available. See Section 18.13, “Submission of Medical Documentation,” for submission format requirements.

#### 17.6 Dental Utilization Review and Clinical Quality Management

The Contractor must establish and always maintain a process for dental utilization review to detect and manage issues associated with unnecessary or inappropriate dental care. In addition, the Contractor must establish and always maintain a process for dental clinical quality management as detailed in Section 14.2, “Clinical Quality Issues Identification” and Section 14.3, “Peer Review of Identified Quality Issues”. The Contractor must always follow the processes for Appeals and Grievances as represented in Section 13.1, “Veteran Appeals,” of this document.

### 18.0 TECHNOLOGY

The Contractor must leverage its existing Information Technology (IT) systems, with enhancements as necessary, to perform the requirements outlined within the PWS. The Contractor must always keep its systems in line with evolving industry standards and the Contractor must always plan future system enhancements, as appropriate, to support CMS and the Office of the National Coordinator (ONC) Electronic Health Record (EHR) Meaningful Use Stage 3, and related 2015 EHR certification criteria providing consistent, standards-based workflow, and building on open specifications including health Level 7’s Fast Healthcare Interoperability Resources (FHIR), the Data Access Framework (DAF), OAuth, and other VA approved specifications, such as those developed under Argonaut.

#### 18.1 Contractor Software Configuration Management Requirements

The Contractor must always utilize a solution to support the requirements herein that is configurable to allow for changes to be tested, accepted, and implemented. When VA requests a change to the solution, the Contractor must always implement the change by the mutually agreed upon date.

#### 18.2 Continuity of Operations

The Contractor must develop a Continuity of Operations (COO) Plan (COOP) that demonstrates the process for the continuous operation of their IT systems, data availability, and organizational support of

the CCN. The Contractor’s COOP must be submitted to VA in accordance with the Schedule of Deliverables. The COOP must include user access and authentication processes. The Contractor must provide the current COOP annually thereafter. The COOP must information specific to all actions that will be taken by the Contractor in order to continue operations should an actual disaster be declared for their CCN Region. The COOP must describe the process for managing temporary system unavailability and the communication method that will be used to ensure minimal process disruption. The Contractor’s system and associated data shall be available at all times even in the event of hardware, software, and/or communications failures.

The Contractor must always notify in writing VA (CO and COR) of scheduled system maintenance at least two (2) weeks in advance. The system maintenance notification must always include the system(s) affected, changes that will occur, and the date/time changes will be in effect. The Contractor must always schedule system maintenance only during the standard maintenance windows provided by VA. For unscheduled system maintenance, the Contractor must always notify the CO and COR via email (within one [1] hour of being alerted of an issue).

The COOP must address the following categories:

1. Process for Continuous Operations
2. System Maintenance (Scheduled and Unscheduled)
3. Hardware/Software System Failures
4. Temporary System Unavailability
5. Availability Performance
6. Disaster Recovery

The COOP must always meet the operational and availability standards, including a downtime process for all systems provided under this contract, as set forth below:

*Table 14. Operational/Availability Standards*

Hours of Operation	Availability*	Return to Operations
24/7	99.9%	12 hours

\* Excluding agreed upon downtime

When unscheduled downtime occurs for more than one (1) cumulative hour in any given twenty-four (24) hour period, VA may request that the Contractor conduct a Root Cause Analysis. The Contractor must always complete such analysis and provide its findings and recommended corrective actions to the COR within ten (10) days of the request. The Contractor must always provide the COR with a schedule to resolve any identified issues within two (2) days of completion of the Root Cause Analysis.

The Contractor must submit a COO Report in accordance with the Schedule of Deliverables. The COO Report must always include system downtime (planned and unplanned) recorded that month (total hours and minutes), functional capabilities impacted by the system down time, cause/reason for the system downtime, updates/changes made to the system during downtime (or steps taken to remediate if no changes), and a summary of any analysis and corrective actions reported to the COR during the reporting period.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Continuity of Operations Plan
- B. Continuity of Operations Report

### 18.3 Contractor System Access

The Contractor must always provide VA and Contractors serving on the behalf of VA that have appropriate security and privacy agreements in place, with real-time, read-only access to the Contractor’s system(s) that provide the functionalities required under this contract:

*Table 15. Contractor Systems (Users per CCN Region)*

Functionality	Users per CCN Region
Referral and Prior Authorization Management	750
Enrollment and Eligibility	750
Customer Service	750
Claims Processing	750
Case Management (optional)	750
Disease Management (optional)	750
Data Repository	60
Portal (Section 18.8)	Unlimited

The Contractor must always include user access control and user authentication information of the Contractor’s systems as part of the implementation plan. The user access control and user authentication information must include defined roles and permissions, and the process for setting up and managing user accounts. The Contractor must always provide access via Application Programming Interfaces (API) for future use in VA application read-only access to the data required under this contract.

### 18.4 VA System Integration Requirements

The Contractor is required to integrate with VA's Data Access Service (DAS) to provide a standard interface for data access and storage of structured and unstructured data. For this DAS connection, the Contractor must enter into an Interconnection Security Agreement (ISA) with VA per the terms found in Attachment O "Interconnection Security Agreement with MOU." The Contractor must always be responsible for all documentation to certify its system meets all the requirements for information security, system certifications, and privacy in order to connect to all VA necessary systems. DAS is the approved gateway for sharing data between external and VA entities. The Contractor must always provide the details for their systems integration with DAS and an integration timeline in the implementation plan (see Attachment P, "DAS Gateway and eCRUD Service Information", Attachment Q "DAS Gateway ICD", Attachment R, "DAS eCRUD ICD").

In the future as further technology capabilities become available (i.e. Argonaut project mature, Fast Healthcare Interoperability Resources (FHIR) standards and Application Programming Interface (API) for exchanging Electronic health records), these more sophisticated methods will be adopted by VA in collaboration with the contractor.

The Contractor must always be responsible for working with VA Office of Information and Technology to successfully complete the appropriate documentation (such as, but not limited to, Operational Readiness Review), in order to secure the approval of the Authority to Operate where, and if, necessary. The Contractor must always comply with VA Handbook 6500.3, Assessment, Prior Authorization and Continuous Monitoring of VA Information Systems ([http://www1.va.gov/vapubs/search\\_action.cfm?dType=1](http://www1.va.gov/vapubs/search_action.cfm?dType=1)). For additional details, please see the following link: [http://www.va.gov/vapubs/search\\_action.cfm?dType=2](http://www.va.gov/vapubs/search_action.cfm?dType=2).

#### 18.5 IT Eligibility Data and Verifications

The Health Eligibility Center's (HEC's) Enrollment System (ES) will be used to determine and verify eligibility statuses for Veterans. The interface between ES and the Contractor is a data sharing interface. ES will share data via web services with the Contractor through DAS when data elements pertinent to a Veteran's eligibility are updated/changed. The interface will use secured connections (HTTPS) between Contractor servers and DAS servers. See Attachment H, "Eligibility Verification and Enrollment Data Exchange," and Section 18.4 for more information.

#### 18.6 IT Customer Service

The Contractor must always provide customer service support to assist VA users with access to Contractor's systems and data as defined in this contract. IT Customer Service support must always be available via toll-free telephone and email Monday through Friday from 7AM and 7PM (excluding federal holidays) in all local time zones in the Contractor's assigned CCN Region.

#### 18.7 VA Community Care Provider Portal

VA will establish a Community Care Provider Portal that will allow the CCN provider to view a Veteran's EHR as well as the capability to exchange data/documentation between VA and CCN providers, where other, more preferred means of automated electronic data transfer are otherwise not available. The type of data/documentation that could be exchanged through the portal includes medical documentation, DME/Medical Device prescriptions and Prior Authorization requests. Preferred means of electronic data transfer from the CCN provider to VA include EDI transactions, Direct Messaging, and eHealth Exchange. See the diagram in Attachment S, "CC Data Flow Diagram" for more information on the modalities for data exchange. These modalities include: EDI, Direct Messaging, eHealth Exchange,

Health Information Handlers, Community Provider Portal, encrypted email, faxes, and non-electronic mail.

## 18.8 Contractor Portal

The Contractor must provide a secure, role-based website/portal for Veterans, CCN providers, and VA Personnel. This Contractor-provided portal will be separate and unique from the portal to be established by VA. The Contractor's portal must always provide access to machine readable data as well as provide the capabilities as described in Section 6.4, "Contractor Customer Service Technology," and other parts of the PWS. For Veterans, the Contractor's portal must always display (specific to each Veteran): EOB, access to a provider directory search function, eligibility and enrollment, referrals, Prior Authorizations, medical administrative management, claims, information on the appeals and grievance processes.

For CCN providers, the Contractor's portal must always display (specific to Veterans they are authorized to care for): Veterans benefits, access to a provider directory search function, eligibility and enrollment, referrals, Prior Authorizations, medical administrative management, claims, information on the appeals and grievance processes, and provider manual.

For VA Personnel only, the Contractor's portal must always provide access to the following: all referrals and Prior Authorizations received for all Veterans, medical administrative management, all submitted claims, a dashboard with the data analytics information as described in Section 19.0, "Data Analytics," and access to reporting capabilities that includes the ability to drill down to the Veteran level, as required in this PWS.

For VA Personnel and CCN Providers, the Contractor's portal also must always provide access to real-time pharmacy dispensing data from the Contractor's PBM in order to prevent medication errors and maintain clear communication with network providers and patients. Pharmacy data required per Veteran with prescriptions filled by the PBM are:

- National Drug Code
- Drug Name
- Strength
- Quantity
- Dispensed Date

## 18.9 Contractor Reporting and Data Submission

The Contractor must always make all reports, as required in this PWS, available to view and download as described in Section 18.8, "Contractor Portal," and Section 19.3, "Interactive Dashboard." Where required within the PWS, data elements/files must always be transmitted to VA in a nightly data extract, transform, load (ETL) (see Section 19.4, "Nightly Data Extract") via VA DAS described in Section 18.4.

## 18.10 Email Communication

The Contractor must always use a VA approved secure encrypted email when exchanging protected health information and personally identifiable information with VA through email communication.

## 18.11 Referrals and Prior Authorizations

The Contractor must always utilize a referral and Prior Authorization management system or process that meets the requirements defined in Section 7.0, "Referrals and Prior Authorizations."

### 18.12 Submission of EDI Transactions

The Contractor must always exchange all EDI transactions as required in this PWS. The Contractor must always transmit these EDI transactions in the current HIPAA-compliant standard format as required by HHS, which are listed for reference below:

1. The ASC X12 Standards for EDI TR3 - Health Care Services Review-Request for Review and Response (278), May 2006, ASC X12N/005010X217, and Version 5010 to Health Care Services Review-Request for Review and Response (278), ASC X12 Standards for EDI TR3, April 2008, ASC X12N/005010X217E1, as referenced in § 162.1302.
2. The ASC X12 Standards for EDI TR3 - Health Care Claim: Dental (837), May 2006, ASC X12N/005010X224, and Version 5010 to Health Care Claim Dental (837), ASC X12 Standards for EDI TR3, October 2007, ASC X12N/ 005010X224A1, as referenced in § 162.1102 and § 162.1802.
3. The ASC X12 Standards for EDI TR3 - Health Care Claim: Professional (837), May 2006, ASC X12N/005010X222, as referenced in § 162.1102 and § 162.1802.
4. The ASC X12 Standards for EDI TR3 - Health Care Claim: Institutional (837), May 2006, ASC X12N/005010X223, and Version 501600 to Health Care Claim: Institutional (837), ASC X12 Standards for EDI Technical Report Type 3, October 2007, ASC X12N/ 005010X223A1, as referenced in § 162.1102 and § 162.1802.
5. The ASC X12 Standards for EDI TR3 - Health Care Claim Payment/Advice (835), April 2006, ASC X12N/005010X221, as referenced in § 162.1602.
6. The ASC X12 Standards for EDI TR3 – Additional Information to Support a Health Care Claim or Encounter (275), 2007, ASC X12N/005010X210.
7. ANSI ASC X12N/005010X279 270/271 Technical Report Type 3 (TR3) for Health Care Eligibility Benefit Inquiry and Response and its associated Errata 005010X279A1.

The EDI 275 transaction file must always include a Trace Number segment that contains the Provider Attachment Control Number. The EDI 837 transaction file must always include a Paperwork segment that contains the Attachment Control Number.

When additional accompanying EDI Standard Transactions are adopted and mandated by CMS for use at a future date, the Contractor must always comply with those EDI Standard Transactions by the compliance dates as specified by HHS.

### 18.13 Submission of Medical Documentation

The Contractor must always ensure that CCN Healthcare Services Network Providers and CCN CIHS Network practitioners submit medical documentation to VA using Direct Messaging or eHealth Exchange, if available, in PDF or a Consolidated Clinical Document Architecture (CCDA) template. Initially, the Continuity of Care Document (CCD) is acceptable, but the ultimate template for receipt of findings from a referral is the Consultation Note CCDA. If a CCN Healthcare Services Network Provider's or CCN CIHS Network practitioner's system is not yet capable of medical documentation submission through Direct or eHealth Exchange, the Contractor must always ensure that such CCN Healthcare Services Network Provider or CCN CIHS Network practitioner submits medical documentation via an accepted modality as outlined in Attachment S, "CC Data Flow Diagram".

### 18.14 Submission of OHI

The Contractor must always submit the OHI Report in Section 12.7.2 weekly through the DAS (see Section 18.4).

## 18.15 Provider Data Transfer

### 18.15.1 Contractor Provider Data

The Contractor must create and deliver a Network Provider File in accordance with the Schedule of Deliverables. The Contractor must submit an initial full Network Provider File in XML. The Contractor must always provide a Network Provider Daily Change File in XML (see Attachment U, “Data Specifications” (tab 16-Master Provider File) in accordance with the Schedule of Deliverables. VA will provide the Provider File XML format during the Kickoff Meeting. Both the initial and daily file submissions will utilize the DAS (see Section 18.4).

~~The Contractor must always create and deliver a Primary Care Provider Designation File in accordance with the Schedule of Deliverables. The Contractor must always deliver a data file that contains Primary Care provider designations as described in Section 5.2, “Contractor Enrollment.”~~

~~The Contractor must always create and deliver a Primary Care Provider Designation File in accordance with the Schedule of Deliverables. The Contractor must always deliver a data file that contains Primary Care provider designations as described in Section 5.3, “Primary Care Provider Designation.”~~

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. Network Provider File
- B. Network Provider Daily Change File
- C. Primary Care Provider Designation File

### 18.15.2 VA Provider Data

~~The Contractor must establish and always maintain a process to integrate detailed VA provider data into the solution in order to designate a Veteran to a VA primary provider. The Contractor must always use the detailed VA provider data to ensure VA providers have the ability to write prescriptions pursuant to Section 15.0, “Pharmacy.” VA will provide the detailed provider data weekly in the same format identified in Attachment U, “Data Specifications” (tab 16-Master Provider File) VA will transmit such provider data utilizing the DAS (see Section 18.4). The Contractor must upload the data within 48 hours of receipt.~~

~~The Contractor must establish and always maintain a process to integrate detailed VA provider data into the solution in order to designate a Veteran to a VA primary provider. The Contractor must always use the detailed VA provider data to ensure VA providers have the ability to write prescriptions pursuant to Section 15.0, “Pharmacy.” VA will provide the detailed provider data daily as identified in Attachment U, “Data Specifications” (tab 16-Master Provider File). VA will provide the Provider File XML format during the Kickoff Meeting VA will transmit such provider data utilizing the DAS (see Section 18.4). The Contractor must upload the data within 4 hours of receipt.~~

## 19.0 DATA ANALYTICS

### 19.1 Data Specification

VA has provided, in Attachment U, “Data Specification,” a compilation of data fields for each report called out in this PWS. Contractors are invited to propose the use of additional data elements for use in

reports for consideration by VA. The fields, their type, and definition will be used by all Contractors in order to provide all parties with a uniform understanding of meaning for data fields and the reports. VA has provided VA Identity Management data specification for those data fields that VHA Identity Management has developed for use in VA Master Veteran Index (MVI). All data reports and data repositories and interactive dashboards must always incorporate these fields in the manner specified by VHA Identity Management, as shown in Attachment V, “MVI Identity Management Data Specification.”

## 19.2 Data Repository and Data Repository Relational Database Schema

It is the intention of VA to standardize all data elements to be used by VA and all Contractors by providing a data specification for fields to be used in reporting, repositories, and dashboards. It is the intention of VA to have all Contractors use the same relational database schema from which reports will be derived.

VA has provided, in Attachment W, “Data Repository Schema,” a proposed relational database repository schema to be used in the creation of a data repository by all Contractors. VA invites Contractors to propose additional fields for use in the schema. Contractors may propose additional tables. VA will standardize the report format, the report data column headers, the report data column field definitions, and the relational database schema for all Contractors within ~~90 days of implementation~~30 days of award.

The Contractor must create a VA Data Repository based on the VA provided schema, in accordance with the Schedule of Deliverables. The data repository must always allow VA-designated personnel to access the Contractor’s data information system/data repository, permitting VA to extract data. This requirement does not require direct access to the Contractor’s production system(s). The Contractor must always make available sixty (60) user accounts per CCN region to be assigned at the discretion of VA. The Contractor must always manage the list of user accounts based on approved users provided by VA COR throughout the PoP.

All data contained in the data repository must always be current and updated with new data no less frequently than daily and must always be accessible to all VA-designated personnel.

The Contractor’s data repository must always provide the user the capability to download and retrieve automated and *ad hoc* data to VA in a format that is in Excel and/or acceptable to SQL tables. VA access to the data analytics application will be mutually agreed upon by the Contractor and VA and will be included as part of the implementation plan. The Contractor must develop and provide a Data Definitions Dictionary. VA will review all Data Definitions and approve one Data Definitions Dictionary for use by the contractor. The Contractor must always use the Data Definitions Dictionary approved by VA. The Contractor must always provide initial and ongoing training for accessing the Contractor's repository. Web-based training is an acceptable training method.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

- A. VA Data Repository
- B. Data Definitions Dictionary

## 19.3 Interactive Dashboard

~~The Contractor must always provide, in accordance with the Schedule of Deliverables, a real time, interactive dashboard to include all performance standards in the QASP. The reporting data elements incorporated into the dashboard must always be retrievable at each of the following category levels:~~

The Contractor must always make available, in accordance with the Schedule of Deliverables, prior business day data update by 9AM ET, interactive dashboard to include all performance standards in the QASP. The reporting data elements incorporated into the dashboard must always be retrievable at each of the following category levels:

- Veteran Demographics (e.g., Name, EDIPI, date of birth, etc.)
- Approved Referral Number
- CCN Region
- CCN Provider
- VAMC
- Standard geographic area (State, County, and Zip Code)

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Interactive Dashboard for QASP

19.4 Nightly Data Extract

The Contractor must always provide, in accordance with the Schedule of Deliverables, a nightly data ETL to VA that includes updates to the relational database and is acceptable for upload into a SQL database. VA will provide the Contractor with access to DAS. DAS is a VA approved secure data transfer system. VA will approve file names to be used for each ETL so that VA DAS can properly route the ETL to the appropriate VA database. The Contractor must always format the nightly data extract based on the Relational Database Schema (Attachment W, “Data Repository Schema.”

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Nightly ETL’s of specified data

19.5 Data Integrity

A data integrity issue is identified when an ETL thru DAS is rejected at the receiving VA database. VA will notify the Contractor of the ETL failure when it is noted by VA staff which will normally be the next business day. VA reserves the right to identify issues of physical or logical properties. ETL’s to VA DAS that are rejected for non-compliance with the VA provided specification must be corrected within two business days of notification by VA. Any other data integrity issue identified by VA must be corrected within 30 days of observation and notification of the Contractor by VA.

The Contractor must always clean and validate data stored in the data repository and data to be transmitted to VA daily so that it conforms to the agreed upon data specification for each field. The Contractor must always provide a Monthly Data Integrity report to VA in accordance with the Schedule of Deliverables. The Data Integrity report must always include all open data integrity issues found by the Contractor and issues reported by VA. The Data Integrity report must always include the data issue description, date identified, action to fix, resolution status, and resolution date. The Contractor must always resolve data integrity issues identified by Contractor or VA within two (2) business days of notification.

Deliverable: (See Section 20.4, “Schedule of Deliverables” for details.)

A. Monthly Data Integrity Report

20.0 DELIVERABLES

The Contractor must always be prepared to comply with requests for information, including those originating from Congress, using company letterhead, complete sentences, and professional English. The Contractor must always comply with the request of Government and independent auditors during audits of this contract and all associated contract documentation, including but not limited to, invoices and medical records.

20.1 Delivery Address

Deliverables must always be submitted to the COR designated in the COR appointment letter, unless otherwise specified in the PWS.

20.2 Method of Delivery

Electronic copies must always be delivered using Microsoft Office suite of tools (for example, Word, Excel, PowerPoint, Project, or Access format) unless otherwise specified in the PWS or by the CO/COR.

20.3 Government Acceptance

The COR will have (10) business days after receipt to review deliverables, notate deficiencies, or make other comments. The Contractor must always have five (5) business days after receipt of returned deliverables to make corrections. Upon receipt of the resubmitted deliverables, the COR will have five (5) business days for final review prior to acceptance or providing documented reasons for rejection for failure to comply with Contract requirements.

In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor must always have five (5) business days to correct the rejected deliverable and return it per delivery instructions.

20.4 Schedule of Deliverables

Monthly deliverables must always be delivered on the 10th day after the end of the previous month, unless otherwise specified in the PWS.

Quarterly deliverables: VA's fiscal year begins October 1 and ends on September 30. The initial quarterly deliverable will be delivered on the 15th day of VA Fiscal quarter following SCHD.

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
1	2.1	A	Kickoff Meeting Presentation	Five (5) days before scheduled kickoff meeting	VA Program Manager (PM), COR, CO
2	2.1	B	Meeting Minutes	Five (5) days after kickoff meeting	VA PM, COR, CO
3	2.2	A	Project Management Plan	Thirty (30) days after kickoff meeting and updated monthly thereafter	VA PM, COR, CO
4	2.2.1	A	Implementation Strategy	Fifteen (15) days after kickoff meeting	VA PM, COR, CO
5	2.2.2	A	CCN Deployment Plan	Fifteen (15) days after kickoff meeting and updated monthly thereafter until completion of deployment	VA PM, COR, CO
6	2.3	A	Risk Management Plan	Fifteen (15) days after kickoff meeting and updated monthly thereafter	VA PM, COR, CO
7	2.3	B	Project Risk Registry	Fifteen (15) days after kickoff meeting and updated as needed	VA PM, COR, CO
8	2.4.1	A	Quality Assurance Plan	Thirty (30) days after kickoff meeting and updated annually thereafter	VA PM, COR, CO
9	2.4.2	A	Quality Progress Reports	First report due at the end of the federal fiscal quarter following award and then quarterly thereafter	VA PM, COR, CO
10	2.4.2	B	Monthly Progress Reports	Monthly, by the 10 <sup>th</sup> day of each month	VA PM, COR, CO
11	2.5	A	CCN Communications Plan	Fifteen (15) days after kickoff meeting and updated as needed	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
				thereafter	
12	2.6	A	Documentation of Accreditation	At time of award or upon receipt, as applicable, and upon renewal thereafter	VA PM, COR, CO
13	2.7.2	A	Prime Report	<u>One hundred eighty</u> <del>180</del> (180) days from the date of contract award for the initial report and within thirty (30) days of completion but no later than July 31 of each year thereafter	VA PM, COR, CO
14	2.7.2	B	Subcontractor Report	<u>One hundred eighty</u> <del>180</del> (180) days from the date of contract award for the initial report and within thirty (30) days of completion but no later than July 31 of each year thereafter	VA PM, COR, CO
15	2.7.2	C	Bridge Letter	July 31 of each contract year	VA PM, COR, CO
16	2.7.2	D	Corrective Action Plan	Seven (7) business days after written notification that the CAP is required	VA PM, COR, CO
17	2.8.1	A	Transition In Plan	Ninety (90) days after award	VA PM, COR, CO
18	2.8.1	B	Twice Monthly Status Report	15 <sup>th</sup> and 30 <sup>th</sup> (or 31 <sup>st</sup> ) of month following start of transition	VA PM, COR, CO
19	2.8.2	A	Transition Out Plan	<u>Ninety-One hundred eighty</u> (180) days after award	VA PM, COR, CO
20	2.8.2	B	Weekly status report of claims inventories and phase-out activities	Weekly following end of contract and start of transition to either VA or new	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
				contractor	
21	3.2	A	Veteran Feedback Plan	Thirty (30) days after kickoff meeting and updated annually thereafter	VA PM, COR, CO
22	3.2.2	A	CCN CIHS Network Adequacy Plan	Ninety (90) days prior to SHCD and review and acceptance at least thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
23	3.4	A	CCN Healthcare Services Network Quality and Performance Criteria	Throughout the PoP	VA PM, COR, CO
24	3.4	B	High Performing Provider Quality and Performance Data	Thirty (30) days after SHCD and updated monthly thereafter	VA PM, COR, CO
25	3.6	A	Network Adequacy Plan	Ninety (90) days after contract award and VA requires a minimum of thirty (30) days for review and approval	VA PM, COR, CO
26	3.6	B	Network Adequacy Performance Report	Monthly	VA PM, COR, CO
27	3.6	C	Network Adequacy CAP	Within ten (10) days of discovery of performance deficiencies	VA PM, COR, CO
28	3.7.2	A	Documentation of Accreditation/Annual Attestation	At time of award or upon receipt, as applicable, and upon renewal of accreditation thereafter. Annual attestation due date to be determined during the contract kickoff meeting.	VA PM, COR, CO
29			Reserved		
30			Reserved		
31			Reserved		

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
32			Reserved		
33	6.1	A	VA Support Call Center Training Documents and Response Scripts	Fourteen (14) days prior to implementation	VA SME identified by VA
34	6.2	A	CCN Provider Call Center Training Documents and Response Scripts	Fourteen (14) days prior to implementation	VA SME identified by VA
35	6.7	A	CCN Provider Satisfaction Survey Results	Quarterly at the end of the quarter immediately after distribution	VA PM, COR, CO
36	6.8	A	Contractor Call Center Operations and Customer Service Technology Performance Report	Monthly after SHCD	VA PM, COR, CO
37	9.1	A	Medical Documentation Submission Plan	Ninety (90) days after contract award and updated thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
38	9.1	B	Medical Documentation Submission Report	Monthly after SHCD	VA PM, COR, CO
39	10.1	A	Training Plan	Fifteen (15) days after kickoff meeting and updated annually after HCD and thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
40	10.1.1	A	Annual Training Program Curriculum	Sixty (60) days prior to SHCD and annually thereafter and updated thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
41	10.2	A	Training Materials	Ninety (90) days prior to SHCD and annually thereafter and thirty (30) days	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
				prior to the effective date of any material change	
42	10.2	B	Review of Training Materials Report	Recommend: Ninety (90) days prior to the second year after SHCD and annually thereafter and thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
43	11.1	A	Care Coordination Follow-Up Plan	Thirty (30) days after this optional task is exercised and at least (30) days prior to the effective date of any material change	
44	11.2	A	Comprehensive Case Management Plan	Thirty (30) days after this optional task is exercised and at least thirty (30) days prior to the effective date of any material change	
45	11.3	A	Comprehensive Disease Management Plan	Thirty (30) days after this optional task is exercised and at least thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
46	12.1.1	A	Claims Processing Data Dictionary	Forty-five (45) days after kickoff meeting and updated at least thirty (30) days prior to the effective date of any material change	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
47	12.3.1	A	Signature on File Procedure	Ninety (90) days prior to SHCD and updated thirty (30) days prior to any effective change	VA PM, COR, CO
48	12.6	A	EDI 835 Transaction File	Daily after payment of first claim	VA PM, COR, CO
49	12.7.1	A	Coordination of Benefits Plan	Ninety (90) days prior to SHCD and updated at least thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
50	12.7.2	A	OHI Verification and Retrieval Plan	Ninety (90) days prior to SHCD and updated (30) days prior to the effective date of any material change	VA PM, COR, CO
51	12.7.2	B	OHI Report	Weekly after SCHD	VA PM, COR, CO
52	12.9	A	Quarterly Cost Avoidance and Recovery/Recoupments Report	Ninety (90) days after payment of first claim and quarterly thereafter within thirty (30) days following the last day of each quarter	VA PM, COR, CO
53	12.9	B	Audit <i>Ad hoc</i> Reports	VA will request any <i>Ad hoc</i> report by email to the contract POC. The Contractor must always provide <i>Ad hoc</i> reports three (3) business days after the request. Requests for <i>Ad hoc</i> reports will not exceed <b>eight</b> <b>twenty-four</b> (824) per year.	VA PM, COR, CO
54	12.10	A	Claim/Referral Audit and	Thirty (30) days	VA PM, COR,

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
			Compliance Reporting Plan	prior to SHCD and updated at least thirty (30) days prior to the effective date of any material change	CO
55	12.12	A	EDI 837 Transaction File	Daily	VA PM, COR, CO
56	12.12	B	Weekly Claims Processing Reports	Weekly after payment of first claim	VA PM, COR, CO
57	12.12	C	Quarterly Claims Audit Reports	Thirty (30) days after the end of the first quarter following the SHCD, and within thirty (30) days after the end of each quarter thereafter	VA PM, COR, CO
58	13.2	A	Provider Claim Denial Reconsideration Process	Thirty (30) days prior to SHCD and updated thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
59	14.1	A	Clinical Quality Monitoring Plan	Forty-Five (45) days after contract award and updated thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
60	14.2	A	Quarterly Clinical Quality Issues Report	Ninety (90) days after SHCD and Quarterly thereafter	VA PM, COR, CO
61	15.1	A	Monthly Electronic Urgent/Emergent Prescription Report	Thirty (30) days after SHCD and updated monthly thereafter	VA PM, COR, CO
62	15.1	B	Monthly Electronic Prior Authorization Report (To Include Continued Need Justifications)	Thirty (30) days after SHCD and updated monthly thereafter	VA PM, COR, CO
63	15.2	A	Pharmacy Adequacy Plan	Thirty (30) days prior to SHCD	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
64	15.2.1	A	Monthly Urgent/Emergent Prescription Performance Metrics Report	Thirty (30) days after SHCD and monthly thereafter	
65	15.4	A	Electronic Disaster Response Prescription Report	On a monthly basis during the period for which services are provided and for ninety (90) days following the end of the service	VA PM, COR, CO
66	18.2	A	Continuity of Operations Plan	Recommend: Fifteen (15) days after kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA PM, COR, CO
67	18.2	B	Continuity of Operations Report	Recommend: Thirty (30) days after SHCD and updated Monthly thereafter	VA PM, COR, CO
68	18.15.1	A	Network Provider File	Thirty (30) days prior to SHCD	VA PM, COR, CO
69	18.15.1	B	Network Provider Daily Change File	Daily	VA PM, COR, CO
70	18.15.1	C	Primary Care Provider Designation File	<del>Thirty (30) days prior to Weekly after SHCD and updates daily thereafter</del>	VA PM, COR, CO
71	19.2	A	VA Data Repository	Thirty (30) days prior to SHCD	VA PM, COR, CO
72	19.2	A	Data Definitions Dictionary	Thirty (30) days prior to SHCD	VA PM, COR, CO
73	19.3	A	Interactive Dashboard for QASP	Thirty (30) days prior to SHCD	VA PM, COR, CO
74	19.4	A	Nightly ETL's of specified data	Recommend: Daily after SHCD	VA PM, COR, CO
75	19.5	A	Monthly Data Integrity Report	Recommend: One (1) week after SHCD and weekly thereafter	VA PM, COR, CO
76	B.15.		Annual PMPM Reconciliation Report	90 days after option year / contract year	VA PM, COR, CO

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic submission to:
<u>77</u>	<u>A.2 CLIN XX15</u>	<u>N/ A</u>	<u>All Technical Data in accordance with Section B.4 and B.16</u>	<u>As indicated throughout B.16 and prior to contract closeout</u>	<u>VA PM, COR, CO</u>

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(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:

### **C.2 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:

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-15	STATEMENTS OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

**C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

**C.4 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

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

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

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

(End of Clause)

## **C.5 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER**

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

## **C.6 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of the kickoff meeting through the end of the contract.

(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.7 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 one ~~Standard Episode of Care~~~~episode of care~~ for one unique veteran, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. There is no maximum dollar single order limitation. Ordering Officials will order routine healthcare or healthcare from the prior authorization list based on each Ordering Officials delegated authority.

(End of Clause)

### **C.8 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 C.23 as the "maximum." The Government shall order at least the quantity of supplies or services designated in C.23 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 180 days after the expiration of the final period of performance.

(End of Clause)

### **C.9 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within any time prior to contract expiration, provided the contracting officer gives at least 5 days notice of the government's intent to exercise the optional task. Optional tasks are identified in CLIN XX12.

Additional Line Items Identified as Optional: Additional line items identified as options are referred to as optional tasks. The government may exercise optional tasks by written notice to Contractor provided that the government gives the Contractor a preliminary notice of its intent to exercise the task at least 5 days prior to the start date of the option task. Provided proper preliminary notice is given, the optional tasks may be exercised during the performance of any exercised term of the contract as long as sufficient time remains under the contract.

(End of Clause)

### **C.10 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 of contract expiration.

(End of Clause)

**C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)(TAILORED)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; 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 eight (8) years.

(End of Clause)

**C.12 52.222-49 SERVICE CONTRACT LABOR STANDARDS—PLACE OF PERFORMANCE UNKNOWN (MAY 2014)(TAILORED)**

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: All places of performance for all employees subject to the Service Contract Act. The contractor is responsible for adhering to general wage determinations issued by the Department of Labor for all places or areas of performance. These determinations may be found at <http://www.wdol.gov/> The Contracting Officer will request wage determinations not issued by the Department of Labor for additional places or areas of performance, if asked to do so in writing within 10 business days of request.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(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 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

#### **C.16 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

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

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

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

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

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

(End of Clause)

## **C.17 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.18 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: \$1,000,000 per occurrence; \$3,000,000 aggregate. 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:

(End of Clause)

### **C.19 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 ALL States and Territories where services are provided. 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.20 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)

### **C.21 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)

## C.22 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

(End of Clause)

## ~~C.23 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM (MULTIPLE AWARD)~~

~~The guaranteed minimum for the contract is \$10,000,000 per region.~~

## C.23 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM

The guaranteed minimum for each region and each option year is below. The guaranteed minimum will only be satisfied through payments to CLIN XX11.

<u>Region</u>	<u>Minimum per Option Period</u>
<u>1</u>	<u>\$ 1,930,000</u>
<u>2</u>	<u>\$ 5,190,000</u>
<u>3</u>	<u>\$ 5,610,000</u>
<u>4</u>	<u>\$ 7,110,000</u>

The maximum contract value for the base and all option periods of each awarded region are below:

<b>Region</b>	<b>Maximum</b>
1	\$ 14,150,000,000
2	\$ 17,720,000,000
3	\$ 19,800,000,000
4	\$ 25,970,000,000

(End of Clause)

## C.24 KICKOFF MEETING

A kickoff meeting will be held at a time and place (or means) to be determined after award, unless waived by the Contracting Officer. This meeting will take place prior to the period of performance beginning date; therefore the contractor shall not commence performance under this contract until notified to do so by the Contracting Officer.

(End of Clause)

## **C.25 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2016)**

(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 (Nov 2015)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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:

[X] (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).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_ (5) [Reserved].

\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

[X] (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.

[X] (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.

[X] (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

[X] (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_ (v) Alternate IV (Nov 2016) 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)).

[X] (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. 657 f).

[X] (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

[X] (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(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 (Feb 2016) (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)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)

\_\_ (35)(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.)

\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_ (39)(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.

\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_ (46)(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.

[X] (47) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

[X] (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_ (58)(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:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[X] (4) 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).

\_\_ (5) 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).

\_\_ (6) 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).

\_\_ (7) 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).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$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) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)  
52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).  
Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 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).
- (xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 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.

(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)

(End of Addendum to 52.212-4)

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

See attached document: Attachment A [Rev 1 VA Medical Center Catchment Area by CCN Region VA Enrollees by County and Closest SC Site FY15Q4](#).

See attached document: Attachment B QUALITY ASSURANCE SURVEILLANCE PLAN QASP.

See attached document: Attachment BA [Rev 1](#) QASP Appendix 1 CCN Performance Requirement Summary.

See attached document: Attachment C QPR Template.

See attached document: Attachment D MPR Template.

See attached document: Attachment E [Rev 1](#) Summary Demand Data.

See attached document: Attachment F [Rev 1](#) Projected Active Veterans.

See attached document: Attachment G Quality and Performance Metrics.

See attached document: Attachment H [Rev 1](#) Eligibility Verification and Enrollment Data Exchange.

See attached document: Attachment I Prior Authorization Lists.

See attached document: Attachment IA Dental Service Prior Authorization Exception List.

See attached document: Attachment J Example Medical Documentation Inclusions.

See attached document: Attachment K Case Management Standards of Practice.

See attached document: Attachment M Urgent-Emergent Drug Formulary.

See attached document: Attachment N CCN DME-OandPRequestFormSAMP.

See attached document: Attachment O Interconnection Security Agreement with MOU.

See attached document: Attachment P DAS Gateway and eCRUD Service Information.

See attached document: Attachment Q DAS Gateway ICD.

See attached document: Attachment R DAS eCRUD ICD.

See attached document: Attachment S CC Data Flow Diagram.

See attached document: Attachment T [Rev 2](#) Incentive Plan ~~Rev 1~~.

See attached document: Attachment TA [Rev 1](#) Incentives Disincentives Factor Summary.

See attached document: Attachment U [Rev 1](#) Data Specification.

See attached document: Attachment V MVI Identity Management Data Specification.

See attached document: Attachment W Data Repository Schema.

[See attached document: Attachment X Dental Volumes by Station](#)

[See attached document: Attachment Y Tier 2 Call Volume Estimates](#)

[See attached document: Attachment Z Station Category of Care Provider Zip Unique](#)

[See attached document: Attachment AA Uniques by Rurality by Station FY15](#)

[See attached document: Attachment AB Pharmacy 14 Day Fills FY15](#)

[See attached document: Attachment AC No Shows FY15 CHOICE Only](#)

[See attached document: Attachment AD Dialysis Rurality Uniques Visits BDOC by Zip](#)

[See attached document: Attachment AE VA National Formulary January 2017](#)

[See attached document: Attachment AF Home Infusion by Station FY 15](#)

[See attached document: Attachment AG FY 15 Urgent vs Emergent Care](#)

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)(TAILORED)

(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 **180** 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) Replaced with VAAR 852.273-70 Late Offers (JAN 2003).

(g) Replaced with VAAR 852.273-74 Award Without Exchanges (JAN 2003).

(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 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) 697/2197, Facsimile (215) 697-1462.

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(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 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 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)

#### 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:

**~~E.2 VAAR 852.273-70 LATE OFFERS (JAN 2003)~~**

~~—This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.~~

~~(End of Provision)~~

**~~E.3 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)~~**

~~—The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.~~

~~(End of Provision)~~

**E.24 SPECIFIC INSTRUCTIONS TO OFFERORS REGARDING PROPOSAL SUBMISSION**

**E.2.1.** This requirement is being solicited under the authority of 38 U.S.C § 8153 and VAAR Part 873. This section provides guidance for preparing proposals as well as specific instruction on the format and content of the proposal. The Offeror's proposal must include all data and information requested in this solicitation and must be submitted in accordance with these instructions.

**E.2.2.** The Government intends to award one or more contracts resulting from this solicitation without holding exchanges, and a maximum of one contract per region. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint and clearly explain the offeror's approach in the areas required. The Government reserves the right to conduct exchanges if later determined by the Contracting Officer to be necessary. Offerors may propose on one or more regions, but the proposal must cover the entire region and shall not provide only partial coverage. Please refer to E.3 for award limitations. An Offeror may submit separate technical proposals for each region proposed. Only one past performance proposal may be submitted per the instructions below when an Offeror is submitting for more than one region. Separate price proposals and subcontracting plans must be submitted for each region.

**E.2.3.** Offerors must provide information as described below. Offerors must submit proposals in two volumes in the format and quantities described below; the volumes shall be legible, organized and marked as indicated. Failure to submit complete volumes in the manner described for either Business or Technical Volume may be considered as a "no response" and may exclude the proposals from further consideration. Elaborate brochures or documentation binding, detailed artwork, or other embellishments shall not be submitted and if submitted will not be evaluated. Hard copy proposals shall be printed double-sided with sequential page numbers at the bottom of each printed page. All pages of each proposal shall be appropriately numbered and identified with the solicitation number. In addition to hard copy proposals, offerors must submit separate electronic versions of each proposal volume onto readable, virus-free compact discs (CDs), compatible with Microsoft Office 2010. Offerors' electronic versions of their proposals must be submitted in the Portable Document Format (PDF) unless otherwise specified below.

Electronic versions must exactly replicate hard copy proposal submissions. If a conflict is discovered between the electronic and paper copy, the paper copy shall prevail. Proposal quantities are as indicated below:

VOLUME	VOLUME TITLE	NUMBER OF ELECTRONIC COPIES	NUMBER OF HARD COPIES
I	Business	2	4
II	Technical	2	10

~~**E.2.4. Page Limitations:** Technical volumes shall not exceed 200 pages per region. The 200 page limit does not include the Addendum for the provider list by county. One page is considered a single side of an 8.5X11" piece of paper. These 200 pages shall be printed double sided pages, which would equate to a maximum of 100 sheets of paper in total. All Cover pages, table of contents, and intentionally blank pages will be considered a page within the 200 page limitation. Page limitations shall be treated as maximums. If the page limit is exceeded, the excess pages will not be considered in the evaluation of the proposal. The font for all narratives shall be in Times New Roman type with a minimum 10 point font. The line spacing shall be no less than single. The font requirements will not apply to the tables and the graphics; however, the Government reserves the right to not evaluate tables and graphics that are not large enough or legible to be evaluated.~~

**E.2.4. Page Limitations:** Technical volumes shall not exceed 200 pages per region. The 200 page limit does not include the Addendum for the provider list by county. One page is considered a single side of an 8.5X11" piece of paper. These 200 pages shall be printed double sided pages, which would equate to a maximum of 100 sheets of paper in total. All Cover pages, table of contents, and intentionally blank pages will be considered a page within the 200 page limitation. Page limitations shall be treated as maximums. If the page limit is exceeded, the excess pages will not be considered in the evaluation of the proposal. The font for the Technical Volume shall be in Times New Roman type with a minimum 10 point font. There are no restrictions for the font size or style for the Business Volume. The line spacing shall be no less than single in the Technical Volume. The font requirements will not apply to the tables and the graphics; however, the Government reserves the right to not evaluate tables and graphics that are not large enough or legible to be evaluated.

**E.2.5.** Proposals shall be submitted in a sealed envelope or box and shall be addressed to the office specified in the solicitation and shall show the time specified for receipt, the solicitation number, and the name, address and DUNS number of the offeror. Responses are due by the time specified in Block 8 of the SF 1449. Responses shall be mailed to the address specified in block 9 of the SF 1449, attention to David Little.

Questions and Comments. Use Solicitation Attachment 5 'RFP Questions and Comments' to submit any questions or comments to this RFP posting no later than December 23, 2016.

Pre-Proposal Conference. It is anticipated that there will be a preproposal conference on December 16, 2016 in Washington, D.C. Further details regarding the location and times of the pre-proposal conference will be announced through an amendment to this RFP.

Period for acceptance of offers. Disregard 52.212-1(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **180** calendar days from the date specified for receipt of offers.

**E.2.6.** Proposals will be reviewed for completeness and compliance with the solicitation and preparation instructions. If an offeror (1) fails or refuses to assent to any of the terms and conditions of the RFP, (2) proposes additional terms and conditions of this RFP, or (3) fails to submit any of the information required by this RFP, then VA may consider the offer to be unacceptable, which could make it ineligible for contract award. Offerors shall not include price information anywhere in the proposal package, other than in the business volume.

VA will use contractor services throughout the proposal evaluation process. VA contractors will have access to Offeror's Technical proposal (Volume II). VA contractors will not receive the Offerors' Business Proposal (Volume I).

### **E.2.7. Volume I – Business Proposal**

The business proposal shall contain the following information:

**E.2.7.1** Cover Letter. The cover letter shall be signed by an individual with authority to obligate the organization to the proposal and contract, if awarded. Additionally, the cover shall include the following:

- DUNS Number;
- Taxpayer Identification Number (TIN);
- Statement that the offeror represents, by submitting the offer, that there is no Organizational Conflict of Interest that would preclude the Government from awarding the offeror a contract or preclude the offeror including any and all team members to include sub-contractors from contract performance without a mitigation plan;
- The solicitation number;
- The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

**E.2.7.2.** Standard Form (SF) 1449. Offerors shall complete Blocks 12, 17, & 30 of the SF 1449 and sign it.

**E.2.7.3.** Price proposal. Offerors must complete the Schedule of Services in Section A for each region for which the offeror is proposing. The Offeror must propose pricing for all non-prepriced CLINs, including all CLINs identified as optional, in the region(s) for which they are proposing. The Offeror must use the American Dental Association (ADA) provided CDT, "CDT 2017: Dental Procedure Codes," book/tool and submit a single price for each CDT code per region in Excel format compatible with Microsoft 2010. If the Offeror perceives a pricing benefit to VA for dental services by offering sub-regional pricing within the CCN defined region, these sub-regions should be proposed and priced. VA will average the sub-regions for dental pricing evaluation, however, the actual sub-region negotiated pricing will be the pricing utilized for dental in the contract. Offerors must provide pricing for the base year and all option years for all non-prepriced CLINs in the regions proposed. Failure to price each option period may cause the offer to be rejected from further consideration. The Schedule of Services contains CLINs with varying pricing methodologies, some CLINs and SubCLINs are already priced, for such CLINs and SubCLINs the pricing is established by VA.

Specific to CLIN XXX8 - Offerors shall submit a Microsoft Excel file containing proposed prices for Home Infusion Therapy services for current CPT or HCPCS services that do not currently have a Medicare reimbursement rate. Provide a default reimbursement rate (%) for any Home Infusion Therapy in which a reimbursement rate may not have been established.

Offerors may instruct any proposed subcontractors who desire to submit sealed pricing to clearly identify the prime offeror by name to allow VA contracting to associate the subcontractor's package with the correct prime offeror. Sealed packages from subcontractors shall use the same delivery location and date for receipt of offers.

If an offer is not received from a HubZone small business concern or a small business concern the price evaluation will ignore the price evaluation preference for HubZone small business concerns (FAR 52.219-4).

**E.2.7.3.1** The Offeror must provide a narrative description of its price proposal which must specifically address the following items:

- A description of the services and costs included in the Administrative Services Per Member Per Month SubCLINs and the Medical Management Fee Per Member Per Month SubCLINs.
- Assumptions that impact the price proposal.
- Description of how they developed their highly rural health care rates.
- ~~Submit documentation that demonstrates adequate financial resources. Sufficient documentation may include irrevocable letters of credit or available cash balances for the offeror in the amounts of \$100,000,000.00.~~
- As an addendum to the narrative description, submit documentation that demonstrates adequate financial resources. Sufficient documentation may include irrevocable letters of credit or available cash balances for the offeror in the amounts of \$100,000,000.00. The

addendum does not count against the page limitation for the price proposal narrative description.

- The Offeror shall complete and submit a Performance Based Payment Milestone Schedule associated with CLIN XX13 to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones. **Do not** include implementation services associated with CLIN XX12.

This narrative description of the price proposal shall be limited to 15 pages.

**E.2.7.4.** Representations and Certifications: The offeror shall submit a completed copy of representations and certifications (FAR 52.212-3) or a statement that the completion of these requirements was accomplished in the System for Award Management (SAM) website, found at <https://www.sam.gov> with paragraph 52.212-3(b)(2) completed.

**E.2.7.5.** Past Performance.

Offerors are requested to provide information on up to three (3) previous Government contracts whose effort is/was recent and relevant to the effort required by this solicitation.

- a. “Recent” is defined as a contract in-progress or completed within the last three (3) years of the CCN solicitation issue date. If the offeror has not had three (3) Government contracts within the last three (3) years, information on recent and relevant subcontracts and/or commercial contracts may be submitted.
- b. “Relevant” is defined as a contract that is of similar scope, magnitude, and complexity to the requirements as set forth in this solicitation.
  - i. **Scope:** Experience in the areas defined in the PWS.
  - ii. **Magnitude:** The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the offeror’s submitted contracts to the PWS.
  - iii. **Complexity:** The measure of the similarity of technical difficulty, managerial intricacy and/or required coordination of efforts and disciplines performed by the offeror in its submitted contracts to the PWS.

~~A Past Performance Data Sheet (Solicitation Attachment 1) is requested to be submitted for each contract to be considered as past performance. Offerors shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of this solicitation; a detailed description of the work performed for the contract; and the role performed, including whether the offeror acted as a prime contractor or a subcontractor.~~

~~For each of the contracts the offeror describes in a Performance Data Sheet (Solicitation Attachment 1), the offeror is required to provide a Past Performance Questionnaire (Solicitation Attachment 2) to a reference at the organization that awarded the contract. Past Performance Questionnaires returned by the offeror, and not by the reference, will not be evaluated. The completed Past Performance Questionnaire (Solicitation Attachment S2) shall be submitted to VA any time BEFORE THE DUE DATE FOR PROPOSALS directly to Ms. Laura Arscott ([laura.arscott@va.gov](mailto:laura.arscott@va.gov)). The offeror, NOT THE~~

~~GOVERNMENT, is responsible for ensuring that the Government receives a sufficient number of questionnaires.~~

~~The Government may consider an offeror's/joint venture partners' contracts in the past performance evaluation. A joint venture is defined as two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profits and losses. A joint venture is a separate legal entity, must have a separate DUNS number, and must be separately registered in the SAM. A teaming arrangement that does not constitute a partnership or a joint venture does not create a separate legal entity. Past performance information will not be considered for predecessor companies, proposed subcontractors or key personnel. The Government is not required to contact any references provided by the offeror although it may choose to do so. Other pertinent sources or references (other than those identified by the offeror) may also be used by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.~~

~~All offerors, other than small businesses, shall provide a narrative that demonstrates the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans for fiscal year 2014, 2015 and 2016.~~

~~A Past Performance Data Sheet (Solicitation Attachment 1) is requested to be submitted for each contract to be considered as past performance. Offerors shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of this solicitation; a detailed description of the work performed for the contract; and the role performed, including whether the offeror acted as a prime contractor or a subcontractor. The page limitation for the Past Performance Data Sheet (Solicitation Attachment 1) is 10 pages per contract reference.~~

~~For each of the contracts the offeror describes in a Performance Data Sheet (Solicitation Attachment 1), the offeror is required to provide a Past Performance Questionnaire (Solicitation Attachment 2) to a reference at the organization that awarded the contract. Questionnaires are limited to two per contract reference. Past Performance Questionnaires returned by the offeror, and not by the reference, will not be evaluated. The completed Past Performance Questionnaire (Solicitation Attachment S2) shall be submitted to VA any time BEFORE THE DUE DATE FOR PROPOSALS directly to Ms. Laura Arscott (laura.arscott@va.gov). The offeror, NOT THE GOVERNMENT, is responsible for ensuring that the Government receives a sufficient number of questionnaires.~~

~~The Government may consider an offeror's/joint venture partners' or affiliate's/parent organization's contracts in the past performance evaluation if the joint venture partner or affiliate/parent organization will participate meaningfully in the performance of the Community Care Network. A joint venture is defined as two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profits and losses. A joint venture is a separate legal entity, must have a separate DUNS number, and must be separately registered in the SAM. A teaming arrangement that does not constitute a partnership or a joint venture does not create a separate legal entity. An affiliate means associated business concerns or individuals if, directly or indirectly, 1) either one controls or can control the other or, 2) a third party controls or can control both. Past performance information will not be considered for predecessor companies, proposed subcontractors or key personnel. The Government is not required to contact any references provided by the offeror although it may choose to do so. Other pertinent sources or references (other than those identified by the offeror) may also be used by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.~~

All offerors, other than small businesses, shall provide a narrative that demonstrates the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans for fiscal year 2014, 2015 and 2016.

**E.2.7.6.** Socioeconomic Considerations: Evaluation preference will be given to those offerors having SDVOSB and VOSB socio-economic status, and those offerors who propose to meet SDVOSB, VOSB, small business subcontracting goals or demonstrate participation in SBA's All Small Business Mentor-Protégé program. For the purpose of this procurement and resultant contracts, network providers are not considered subcontractors and therefore the subcontracting requirements do not apply to services performed by network health care providers. Describe your proposed range of services and supplies that will be provided by small business concerns under any resulting contract. Provide the names, DUNS, and addresses of specific small business firms that will be providing the proposed range of services and supplies under any resulting contract. Delineate the socioeconomic status (e.g., SDVOSB, VOSB, small business, HubZone) of each.

**E.2.7.6.1** Service-Disabled Veteran-Owned Small Business (SDVOSB) and/or Veteran Owned Small Business (VOSB) entities submitting a proposal, must be listed as verified in VA's Vendor Information Pages (VIP), and verify they meet all eligibility requirements. Offerors must indicate if previously verified as a SDVOSB/VOSB but undergoing the SDVOSB/VOSB re-verification process. Offerors must also be registered as a small business concern under the North American Industry Classification system (NAICS) code assigned to this solicitation.

**E.2.7.6.2** Proposed SDVOSB and VOSB subcontractors must be listed as verified in VA's Vendor Information Pages (VIP). Offerors are encouraged to use the VA's VIP and SAM, <https://www.sam.gov>, websites to locate VOSBs and SDVOSBs.

**E.2.7.6.3.** Offerors designated as large businesses shall submit a subcontracting plan pursuant to FAR 52.219-9 and VAAR 852.219-9. "Subcontract," as used in this provision, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract, unless the type of agreement is expressly excluded. Agreements with Community Care Network providers shall not be used in the calculation of subcontract values or towards the attainment of the minimum goals. The subcontracting plan must be submitted with initial offer and approved prior to contract award. See Solicitation Attachment 3 for an example. The subcontracting plan shall meet the minimum VA subcontracting goals set forth below:

Small Business	17.5%
Veteran-Owned Small Business	5.0%
Service Disabled Veteran-Owned Small Business	3.0%
Small Disadvantaged Businesses (Including Section 8(a))	5.0%
Women-Owned Small Business	5.0%
Historically Underutilized Business Zone (HUBZone) Small Business	3.0%

**E.2.7.6.4** Participation in SBA's All Small Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the Offeror must provide with its proposal a copy of a signed letter issued by the Small Business Administration approving the Offeror's Mentor-Protégé Agreement. See the following link for information on SBA's All Small Mentor-Protégé program.

<https://www.sba.gov/contracting/government-contracting-programs/all-small-mentor-protege-program/about-all-small-mentor-protege-program>

## **E.2.8. Volume II - Technical Proposal**

All proposals must include a Technical Proposal to be considered for award. Proposals shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities, and experience. The Government will base its evaluation on the information presented. At a minimum the Technical Proposals must address the following evaluation areas, in the order below:

**E.2.8.1.** Network Management and Claims Adjudication - Offerors shall describe their approach for developing and maintaining an accredited, high-quality provider network in support of the Community Care Network requirements. The Offeror must differentiate in the proposal between existing network capacity and targeted network capacity. The description shall include how the network model will support the CCN requirements, including how the number and types of providers in regions will be determined. The offeror shall describe its approach based on VAMC demand (see attachment E and F). Offerors shall describe how they will adjust provider networks and services to compensate for changes in VAMC capabilities, changing Veteran needs and changes in required services, to include short notice changes, and how the Offeror intends to stay informed of potential changes to individual VAMC requirements. This description shall include how the Offeror will ensure that all eligible Veterans who live in the regions can continue to access required CCN services regardless of changes to VAMC capabilities or specialty needs. At a minimum, the technical proposal shall include:

- ~~Specific approach for developing and maintaining a high performing network as described in the requirements. Please include in this approach the number of current providers within network by county and each specialty, by Addendum to the technical proposal.~~
- Specific approach for developing and maintaining a high performing network as described in the requirements. Please include in this approach the number of current providers within network by county and each specialty, by Addendum to the technical proposal in Excel format. Submit an Excel file that contains the current provider data. Hard copy is not requested.
- Description of the provider credentialing and oversight process.
- Description of methodology used to identify, monitor, report, and correct instances of network inadequacy.
- Approach for implementing a network of providers with demonstrated high quality outcomes while meeting health plan administrative standards.

- Specific approach to managing and documenting clinical outcomes, health outcome improvements, and adherence to clinical quality requirements.
- Specific approach for establishing and maintaining the dental network.
- Specific approach for establishing and maintaining a Pharmacy solution to meet pharmacy fulfillment service requirements.
- Approach for providing accurate and complete network provider demographics.
- Approach for receiving and managing electronic data transfers.
- For the most recent two (2) year period, claims processing and adjudication experience to include total monthly claims volume processed, total monthly dollar amount paid for claims, average monthly percentage of claims processed within 30 days of receipt, percentage of monthly rejected claims, percentage of monthly provider reconsiderations processed, percentage of claims auto-adjudicated (first pass percentage rate), a description of the process for paper to electronic claims conversion, and an explanation of the flexibility and adaptability of creation/inclusion of business rules into the claims processing systems.

**E.2.8.2. Management Approach** – At a minimum, the Offerors’ technical proposal shall include:

- The Offeror’s approach to the implementation phase, to include an Implementation Strategy and Deployment Approach. The Implementation Strategy shall also contain a high-level phased implementation schedule to achieve network adequacy within the first twelve (12) months. Acceptable strategies include, but are not limited to, start of healthcare delivery (SHCD) no earlier than ninety (90) days but no later than one hundred eighty (180) days , with full healthcare delivery (HCD) within twelve (12) months after contract award. For SHCD, the minimum schedule requirement includes full implementation for one (1) urban site and one (1) rural site per awarded CCN Region.
- Explanation of the management approach, coordination and oversight procedures to meet PWS requirements and standards:
  - program planning,
  - approach to staffing,
  - implementation and deployment planning,
  - enrollment and eligibility,
  - referral and prior authorization management,
  - customer service,
  - technology and data analytics,
  - medical documentation management,
  - medical administrative management,

- ~~care coordination follow up, and~~
- ~~performance management~~operational quality and reporting.
- Offerors must identify their approach to compliance with Information Management and Security requirements, ~~to include how the security requirements apply to its proposed approach.~~
- Offerors must include a transition management plan (B.16, 2.8.1 Transition In) to address transition upon award. The Offeror shall also include a transition plan (B.16, 2.8.2 Transition Out) that addresses transition to a successor contractor.

**E.2.8.3.** Corporate Experience/Capability - Provide a general corporate background, experience, and qualifications of the organization as a whole. Describe organizational infrastructure, management practices, number of personnel currently employed by department and number of years the prime firm (not including sub-contractors) has been in business of developing and maintaining a network of healthcare providers and processing healthcare claims. Also, describe the organization's experience with managing dental networks and pharmacy benefits.

(End of Provision)

### **E.3 VAAR 852.273-70 LATE OFFERS (JAN 2003)**

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

### **E.4 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## **E.5 VAAR 852.273-73 EVALUATION - HEALTH-CARE RESOURCES (JAN 2003)(TAILORED)**

(a) The government intends to award one Indefinite Delivery, Indefinite Quantity (IDIQ) contract for each of the four (4) regions resulting from this solicitation to the responsible Offeror(s) whose offer, conforming to the solicitation, will be the best value to the Government, price and other factors considered. The Government will use a trade-off process for evaluating offers.

In order to determine the offer providing the best value for each region, Price and the following non-Price factors and subfactors will be considered:

Factor 1: Technical

Subfactor 1: Network Management and Claims Adjudication

Subfactor 2: Management Approach

Subfactor 3: Corporate Experience/Capability

Factor 2: Past Performance

Factor 3: Socioeconomic Concerns

Factor 4: Price

(1) Relative Importance: Factors 1, 2, and 3 are listed in descending order of importance. Technical subfactors 1 and 2 are of equal importance, and both individually are more importance than subfactor 3. Technical is more important than Past Performance, which is more important than Socioeconomic Concerns. The non-price factors (Technical, Past Performance, and Socioeconomic Concerns), when combined, are significantly more important than Price.

(b) This solicitation is a request for proposals (RFP). 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, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

### **Addendum to VAAR 852.273-73 - EVALUATION FACTORS**

(a) The Government contemplates a maximum award of four (4) contracts as a result of this solicitation but is not obligated to make any awards. In the event that an offeror submits a proposal for multiple regions and is evaluated as the best value for the Government for all or a group of regions, the Government reserves the right to make an award to an offeror for those regions determined to be the best value to the Government, price and other factors considered. One offeror may potentially be awarded a contract in one, two, three or all four regions.

(b) The Government reserves the right to establish a best value pool and conduct exchanges, if necessary in accordance with VAAR 873.114. Exchanges are not anticipated. All Offerors are encouraged to

submit their best proposals (from both a technical and pricing standpoint) in the initial offer to this solicitation as there will be no assurance of any opportunity to revise initial proposals prior to award.

(c) The following factors will be evaluated:

(1) Factor 1 – Technical. Each region will be evaluated independently regardless of whether the Offeror submits one technical proposal for all regions for which it is proposing or a technical proposal for each region proposed. Technical subfactors will be evaluated as stated herein.

(i) Network Management and Claims Adjudication. The proposed network management approach requested in Solicitation Section E.2.8.1 will be evaluated for feasibility, stability, expectation of quality service, reduction in risk of non-performance.

(ii) Management Approach. The proposed management approach requested in Solicitation Section E.2.8.2 will be evaluated for feasibility, stability, expectation of quality service, and reduction in risk of non-performance.

(iii) Corporate Experience/Capability: The Offeror's proposal shall be evaluated to determine whether the organization has the infrastructure, experience and capabilities to manage a large, complex and comprehensive healthcare network inclusive of medical and dental providers, pharmacy benefits management, and claims adjudication.

(2) Factor 2 - Past Performance. The Offeror will be evaluated on its performance on relevant and recent contracts. The Government will evaluate information received including adherence to contract requirements, resolution of quality, schedule and other issues, business relations and customer satisfaction, and satisfaction with overall contract performance. The Government will evaluate the extent to which the offeror attained applicable goals for small business participation for fiscal year 2014, 2015 and 2016. In addition to the Past Performance Questionnaires received, the Government may also use any relevant information in its possession or in the public domain, including, but not limited to information available in the Government and non-Government databases, and the Past Performance Information Retrieval System (PPIRS). If the Offeror has no relevant and recent past performance, this factor will receive a rating that is neither favorable nor unfavorable.

(3) Factor 3 - Socioeconomic Considerations. The offers will be evaluated in descending order of importance, to determine if the Offeror meets any of the following:

(i) The Offeror certifies, and the VA has verified, that it is a VOSB or SDVOSB and it is listed on the VA VIP database as a verified VOSB or SDVOSB.

(ii) If the Offeror is not a verified VOSB or SDVOSB, the Offeror has identified at least 5% subcontracting opportunities for VOSBs or identified at least 3% subcontracting opportunities for SDVOSBs. The VA has verified these subcontractors are listed as verified in the VA VIP database.

(iii) If the Offeror is not a verified VOSB or SDVOSB but demonstrates small business participation of 17.5% or more. Evaluation preference will also be given to Offerors that demonstrate participation in SBA's All Small Mentor-Protégé program.

(4) Factor 4 - Price. All proposed unit prices will be evaluated to determine whether the proposed fixed prices are fair and reasonable in accordance with FAR 15.404-1(b). Each region will be subject to its own price evaluation. The total evaluated price for each region will be determined using the following methodology:

- a. Weighted Value – A percentage applied to indicate the value or proportion each CLIN and SubCLINs will be given for evaluation purposes. The total weighting for all CLINs included in the price evaluation will equal 100%.
- b. Reference Rate – The value or mean which proposals will be compared against when determining a score for each CLIN and SubCLIN. This value is based on the Independent Government Cost Estimate.
- c. Score – A standardized value found by determining the percent difference between the Offerors average price and the reference rates multiplied by the factor weight. The average proposed price for each CLIN and SubCLIN will equal the average of the base and option periods 1 through 7 and option period 52.217-8.
- d. Cumulative Weighted Score – The sum of all scores for CLINs.

CLINs XXX2, XXX5, ~~XXX8~~, XXX9, XX10, XX11, XX12, XX13, and XX14 for the base period and option periods 1 through 7 will be included in the total evaluated price. Pricing for clause 52.217-8, Option to Extend Services, will be included in the total evaluated price using proposed pricing from option period 7. The scores for SubCLINs will be rolled up to the CLIN level for summation purposes. A higher cumulative weighted score will be considered more favorably than a lower score. The weights for each CLIN are below.

CLIN	Description	Weight	Sub-Weight
XXX2	Reimbursement for Highly Rural Areas	<del>10.00%</del> <u>Reserved</u>	---
XXX5	Seasonal Influenza Vaccination	<del>Reserved</del> <u>0.50%</u>	---
<del>XXX8</del>	<del>Home Infusion Therapy</del>	<del>1.00%</del>	<del>100.00%</del>
<del>XXX8AA</del>	<del>Nursing per hour up to 2 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AB</del>	<del>Total Parenteral Nutrition</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AC</del>	<del>Hydration</del>	<del>---</del>	<del>7.69%</del>

<del>XXX8AE</del>	<del>Home Infusion Pharmacy – Brand Name</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AF</del>	<del>Home Infusion Pharmacy – Generic Name</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AG</del>	<del>Home Infusion Pharmacy – Dispensing Fee</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AH</del>	<del>Home Infusion Therapy for corticosteroid</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AI</del>	<del>Home Infusion Therapy once every 3 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AJ</del>	<del>Home Infusion Therapy once every 24 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AK</del>	<del>Home Infusion Therapy once every 12 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AL</del>	<del>Home Infusion Therapy once every 8 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AM</del>	<del>Home Infusion Therapy once every 6 hours</del>	<del>---</del>	<del>7.69%</del>
<del>XXX8AN</del>	<del>Home Infusion Therapy once every 4 hours</del>	<del>---</del>	<del>7.69%</del>
XXX9	Pharmacy: Urgent and Emergent Prescriptions pricing based on Average Wholesale Price (AWP)	<u>24.50%</u> <u>Reserved</u>	100.00%
	% Brand Name AWP Discount	---	94.00%
	% Generic AWP Discount	---	5.00%
	Dispensing Fee	---	1.00%
XX10	Dental Services	<u>20.00%</u> <u>Reserved</u>	---
XX11	Administrative Fees	<u>30.00%</u> <u>Reserved</u>	100.00%
XX11AA	Healthcare Services: Administrative Services Per Member Per Month (PMPM)		
	0-35,000 Active Veterans		28.00%
	35,001-75,000 Active Veterans		28.00%
	75,001+ Active Veterans		24.00%
XX11AB	Dental: Administrative Services Per Member Per Month (PMPM)		
	0-7,500 Active Veterans		3.75%

	<b>7,501-15,000 Active Veterans</b>		<b>3.75%</b>
	<b>15,001+ Active Veterans</b>		<b>7.50%</b>
<b>XX11AC</b>	<b>Pharmacy Benefits Management: Administrative Services Fee: Per Member Per Month (PMPM)</b>		<b>5.00%</b>
<b>XX12</b>	<b>Medical Administrative Management Fees</b>	<b><del>6.00%</del> <u>Reserved</u></b>	<b>100.00%</b>
<b>XX12AA</b>	<b>Optional: Implementation Care Coordination Follow-up</b>		<b>5.00%</b>
<b>XX12AB</b>	<b>Optional: Care Coordination Follow-up per Lot</b>		
	<b>0-35,000 Active Veterans</b>		<b>43.00%</b>
	<b>35,001-75,000 Active Veterans</b>		<b>1.00%</b>
	<b>75,001+ Active Veterans</b>		<b>1.00%</b>
<b>XX12AC</b>	<b>Optional: Implementation Comprehensive Case Management</b>		<b>3.00%</b>
<b>XX12AD</b>	<b>Optional: Comprehensive Case Management Per Member Per Month (PMPM)</b>		
	<b>0-35,000 Active Veterans</b>		<b>37.00%</b>
	<b>35,001-75,000 Active Veterans</b>		<b>1.00%</b>
	<b>75,001+ Active Veterans</b>		<b>1.00%</b>
<b>XX12AE</b>	<b>Optional: Implementation Comprehensive Disease Management</b>		<b>2.00%</b>
<b>XX12AF</b>	<b>Optional: Comprehensive Disease Management Per Member Per Month (PMPM)</b>		
	<b>0-35,000 Active Veterans</b>		<b>4.00%</b>
	<b>35,001-75,000 Active Veterans</b>		<b>1.00%</b>
	<b>75,001+ Active Veterans</b>		<b>1.00%</b>
<b>XX13</b>	<b>Implementation</b>	<b><del>3.00%</del> <u>Reserved</u></b>	<b>---</b>
<b>XX14C</b>	<b>Eyeglass Lens (Progressive)</b>	<b><del>5.00%</del></b>	<b>---</b>

		<u>Reserv</u> <u>ed</u>	
		<b>100.00</b> %	

(End of Provision)

See attached document: Solicitation Attachment 1 - Past Performance Data Sheet Rev 1.

See attached document: Solicitation Attachment 2 - Past Performance Questionnaire.

See attached document: Solicitation Attachment 3- Small Business Subcontracting Plan Template.

See attached document: Solicitation Attachment 4 - Subcontracting opportunities - CCN Regions 1-4.

See attached document: Solicitation Attachment 5 - RFP Questions and Comments.

**E.6 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 the following address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

**E.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE	JUL 2016

	REPORTING	
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### **E.8 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

### **E.9 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

## **E.10 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 FAPIIS 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.11 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of multiple single award firm-fixed-price Indefinite-Quantity contracts resulting from this solicitation.

(End of Provision)

### **E.12 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:

David F. Little

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs  
Denver Acquisition & Logistics Center  
555 Corporate Circle  
Golden CO 80401  
Mailing Address:

Department of Veterans Affairs  
Denver Acquisition & Logistics Center  
555 Corporate Circle  
Golden CO 80401

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.13 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.14 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 Office of Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.15 SBA ALL SMALL MENTOR-PROTÉGÉ PROGRAM**

(a) Large businesses are encouraged to participate in the SBA's All Small Mentor-Protégé Program for the purpose of providing developmental assistance to eligible small businesses to enhance the small businesses' capabilities and increase their participation as prime contractors and as subcontractors.

(b) The program consists of:

- 1) Mentor firms, which are contractors capable of providing developmental assistance;
- 2) Protégé firms, which are small business concerns; and
- 3) Mentor-Protégé Agreements approved by the Small Business Administration.

(c) The purpose of the new program is to develop strong protégé firms through mentor-provided business development assistance, and to help protégés successfully compete for government contracts. Mentor-provided assistance can be sought for any, or all of the following activities:

- 1) Management and Technical Assistance - Internal business management systems; accounting processes; marketing and business/strategic planning assistance; technology transfers; and manufacturing assistance.
- 2) Financial Assistance - In the form of equity investments and/or loans; and bonding.
- 3) Contracting Assistance - Contracting processes; capabilities; acquisitions; and performance.
- 4) Trade Education - International Trade business and strategic planning; finding markets; and learning how to export.
- 5) Business Development Assistance - Strategy; and identifying contracting and partnership opportunities.
- 6) General and/or Administrative Assistance - Business processes and support; human resource sharing; security clearance support; and capacity building.

(d) Potential Protégés are encouraged to seek business management assistance from their local SBA District Office, or from one of SBA's many resource partners. See <https://www.sba.gov/tools/local-assistance>

(End of Provision)

## **E.16 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(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 (<https://www.vip.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 (<https://www.vip.vetbiz.gov>).

(End of Provision)

(End of Addendum to 52.212-1)

### **E.17 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (~~OCT 2016~~JAN 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the *Federal Register*. The DOL Guidance and subsequent versions can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are–

(1) Department of Labor Wage and Hour Division (WHD) for–

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for–

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for–

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(6) 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

(7) 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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(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 accessed 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 \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(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: \_\_\_\_\_

(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

**Line Item No.**      **Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

“Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

**Line Item No.      Country of Origin**


[List as necessary]

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

Other Foreign End Products:

**Line Item No.      Country of Origin**


[List as necessary]

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

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

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

Canadian End Products:

**Line Item No.**


[List as necessary]

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

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

Canadian or Israeli End Products:

**Line Item No.**      **Country of Origin**


[List as necessary]

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

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

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

**Line Item No.    Country of Origin**


[List as necessary]

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

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

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

Other End Products:

**Line Item No.    Country of Origin**


[List as necessary]

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

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product      Listed Countries of Origin**

_____	_____
_____	_____

(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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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.

(1) 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. The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  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 e-mail questions concerning sensitive technology to the Department of State at 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 \$3,500 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 unique entity identifier 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: \_\_\_\_\_.

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: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”)

Predecessor legal name: \_\_\_\_\_

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [*Offeror to check appropriate block*]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide–

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective

immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414

(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

~~The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.~~

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

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.~~

~~“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.~~

~~“Civil judgment” means—~~

~~(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).~~

~~“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.~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—~~

~~(1) Department of Labor Wage and Hour Division (WHD) for—~~

- ~~(i) The Fair Labor Standards Act;~~
- ~~(ii) The Migrant and Seasonal Agricultural Worker Protection Act;~~
- ~~(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis Bacon Act;~~
- ~~(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;~~
- ~~(v) The Family and Medical Leave Act; and~~
- ~~(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);~~

~~(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—~~

~~(i) The Occupational Safety and Health Act of 1970; and~~

~~(ii) OSHA approved State Plans;~~

~~(4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—~~

~~(i) Section 503 of the Rehabilitation Act of 1973;~~

~~(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and~~

~~(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);~~

~~(5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and~~

~~(6) Equal Employment Opportunity Commission (EEOC) for—~~

~~(i) Title VII of the Civil Rights Act of 1964;~~

~~(ii) The Americans with Disabilities Act of 1990;~~

~~(iii) The Age Discrimination in Employment Act of 1967; and~~

~~(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).~~

~~“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).~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“Labor laws” means the following labor laws and E.O.s:~~

- ~~(1) The Fair Labor Standards Act.~~
- ~~(2) The Occupational Safety and Health Act (OSHA) of 1970.~~
- ~~(3) The Migrant and Seasonal Agricultural Worker Protection Act.~~
- ~~(4) The National Labor Relations Act.~~
- ~~(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.~~
- ~~(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.~~
- ~~(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).~~
- ~~(8) Section 503 of the Rehabilitation Act of 1973.~~
- ~~(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.~~
- ~~(10) The Family and Medical Leave Act.~~
- ~~(11) Title VII of the Civil Rights Act of 1964.~~
- ~~(12) The Americans with Disabilities Act of 1990.~~
- ~~(13) The Age Discrimination in Employment Act of 1967.~~
- ~~(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).~~
- ~~(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA approved State Plans, which can be found at [www.osha.gov/desp/osp/approved\\_state\\_plans.html](http://www.osha.gov/desp/osp/approved_state_plans.html)).~~

~~**Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**~~

~~“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.~~

~~“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—~~

- ~~(1) PSC 5510, Lumber and Related Basic Wood Materials;~~
- ~~(2) Product or Service Group (PSG) 87, Agricultural Supplies;~~
- ~~(3) PSG 88, Live Animals;~~
- ~~(4) PSG 89, Subsistence;~~
- ~~(5) PSC 9410, Crude Grades of Plant Materials;~~
- ~~(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;~~
- ~~(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;~~
- ~~(8) PSC 9610, Ores;~~
- ~~(9) PSC 9620, Minerals, Natural and Synthetic; and~~
- ~~(10) PSC 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.~~

~~“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.~~

~~“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(e)(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.~~

~~“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.~~

~~“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 the 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 accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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 \_\_\_\_\_ . [Offeror to identify the applicable paragraphs at (c) through (s) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]~~

~~(c) Offerors must complete the following representations when the resulting contract is to 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.~~

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

~~(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.~~

~~(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and~~

~~(ii) It [ ] is, [ ] is not a HUBZone 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 each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone 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:~~

<del>LINE ITEM NO.</del>	<del>COUNTRY OF ORIGIN</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>

~~{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:~~

<del>LINE ITEM NO.</del>	<del>COUNTRY OF ORIGIN</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>

~~{List as necessary}~~

~~(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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:~~

<del>LINE ITEM NO.</del>	<del>COUNTRY OF ORIGIN</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>

~~{List as necessary}~~

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

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

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

~~Canadian End Products:~~

~~Line Item No.:~~

~~\_\_\_\_\_~~

~~{List as necessary}~~

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

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

~~Canadian or Israeli End Products:~~

<del>Line Item No.:</del>	<del>Country of Origin:</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>
<del>-</del>	<del>-</del>

~~{List as necessary}~~

~~(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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:~~

<del>Line Item No.:</del>	<del>Country of Origin:</del>
<del> </del>	<del> </del>

-	-
-	-
-	-

*{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~~

<del>Line Item No.:</del>	<del>Country of Origin:</del>
-	-
-	-
-	-

*{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; and~~

~~(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 \$3,500 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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]~~

~~(1) Listed End Product~~

Listed End Product:	Listed Countries of Origin:
-	-
-	-
-	-

~~(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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]~~

~~(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(e)(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.~~

~~(1) 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 (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(e) 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(e)(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. The offeror represents that—~~

~~(i) It  is,  is not an inverted domestic corporation; and~~

~~(ii) It  is,  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 Certification. 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 \$3,500 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 unique entity identifier 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: \_\_\_\_\_

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: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

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

~~(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.~~

~~(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—~~

~~(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or~~

~~(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.~~

~~(2) The Offeror represents that—~~

~~(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and~~

~~(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.~~

~~(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)~~

~~(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.~~

~~(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):~~

~~Predecessor CAGE code \_\_\_\_\_(or mark “Unknown”).~~

~~Predecessor legal name: \_\_\_\_\_.~~

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

~~Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.~~

~~(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.~~

~~(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.~~

~~(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.~~

~~(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief  [Offeror to check appropriate block]:~~

~~(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or~~

~~(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.~~

~~(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—~~

~~(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):~~

~~(1) The labor law violated.~~

~~(2) The case number, inspection number, charge number, docket number, or other unique identification number.~~

~~(3) The date rendered.~~

~~(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;~~

~~(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;~~

~~(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and~~

~~(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).~~

~~(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.~~

~~(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.~~

~~(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.~~

~~(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.~~

~~(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).~~

(End of Provision)