

Readjustment Counselor: Vet Center:
Readjustment Counseling Service (RCS)
PERFORMANCE WORK STATEMENT

1. BACKGROUND

1.1. Services Required

1.1.1. On the basis of extensive Congressional testimony and Department of Veterans Affairs (VA) consultation with experts on war-related readjustment difficulties, the character of “readjustment counseling” was initially established during a 10-year legislative history between 1969 and 1979. In 1979, the Congress passed and the President signed Public Law 96-22, which added to 38 United States Code (U.S.C.) Section 1712A, providing readjustment counseling to any eligible Vietnam era veteran. As implemented by VA in 1979, readjustment counseling is provided through a nation-wide system of community-based Vet Centers. In 1982, VA initiated a new organizational element, Readjustment Counseling Services (RCS), to administer the Vet Centers and the provision of readjustment counseling.

1.1.2. The term “readjustment counseling” means: Individual counseling, employment counseling, bereavement, benefits counseling, and referral services for eligible veterans who have psychosocial problems as part of readjustment to civilian life after military duty during the specified conflicts. The counseling may include traditional psychotherapeutic modalities but the purpose of psychotherapy (or any modality) must be, as a primary task, to address readjustment difficulties derived from military duties and the homecoming experience.

1.2. Authority/Policy/Handbooks

1.2.1. In April 1991, Congress amended 38 U.S.C. 1712A to authorize VA to furnish readjustment counseling to veterans of the Persian Gulf War and the conflicts in Lebanon, Grenada and Panama. The law further authorized VA to furnish, by contract with approved private sector providers, readjustment counseling to eligible veterans where VA cannot provide such services. Contract program operations are the responsibility of a coordinated effort by Veteran Center medical officials.

1.2.2. In October 1997, Congress amended 38 U.S.C. 1712A to expand eligibility for readjustment counseling at Vet Centers to any veteran who served in the active military in a theater of combat operations during a period of war, or in any other area during a period in which hostilities occurred in such area. The law specified that the term “hostilities” means any armed conflict in which the members of the Armed Forces are subjected to danger comparable to a period of war, as determined by the Secretary in consultation with the Secretary of Defense. Under the amended law, veterans who served during the Vietnam era, but not in a theater of combat operations, will continue to be eligible for readjustment counseling if they seek or are furnished such counseling before January 1, 2000.

1.2.3. VHA Handbook 1500.01, Guidelines and Instructions for Contract for Fee Program.

2. ELIGIBILITY FOR COUNSELING SERVICES

- 2.1. Public Laws 95-22, 97-72, 98-160, 99-576, 100-322, 10225 and 104-262, The Veterans Health Care Eligibility Reform Act of 1997, require VA to provide readjustment counseling services for:
 - 2.1.1. Any veteran who served in a theater of combat operations during WWII and is eligible for one or more of the following three campaign medals:
 - 2.1.2. The European-African-Middle Eastern Campaign Medal: awarded for theater military service to include combat operations, during the period December 7, 1941, through November 8, 1945.
 - 2.1.3. The Asiatic-Pacific Campaign Medal: awarded for theater military service to include combat operations, during the period December 7, 1941, through March 2, 1946.
 - 2.1.4. The American Campaign Medal: awarded for theater military service to include combat operations during the period of December 7, 1941, through March 2, 1946.
- 2.2. Any veteran who served in the theater of combat operations in Korea during the Korean War, and is eligible for the Korean service Medal; awarded the theater military service to include combat operations during the period June 27, 1950, through July 27, 1954.
- 2.3. Any veteran who served in the theater of combat operations in Vietnam during the Vietnam era (February 28, 1961, through May 7, 1975).
- 2.4. Any veteran who served on active duty during the Vietnam era, but not in a theater of combat operations in Vietnam (August 5, 1964, through May 7, 1975) will not be eligible for contract counseling services.
- 2.5. Any veteran who served in the Lebanon Theater of operations (August 25, 1982 through February 26, 1984).
- 2.6. Any veteran who served in the Grenada Theater of operations (October 23, 1983, through November 21, 1983).
- 2.7. Any veteran who served in the Panama Theater of operations (December 20, 1989, through January 31, 1990).
- 2.8. Any veteran who served in the Persian Gulf War (August 2, 1990, and ending by Presidential proclamation or law).
- 2.9. Any veteran who served in the Somalia Theater of operations (September 17, 1992, and ending by Presidential proclamation or law).
- 2.10. Any veteran who served in the former Republic of Yugoslavia, including Kosovo and Bosnia and Operations Joint Endeavor, Joint Guard and Joint Forge (November 20, 1995, and ending by Presidential proclamation or law).
- 2.11. Sexual trauma/harassment regarding veterans of both sexes, all eras. Counseling for sexual trauma/harassment is not covered by this contract.
- 2.12. Global War on Terrorism-Veterans who serve or have served in military expeditions to combat terrorism on or after September 11, 2001 and before a terminal date yet to be established.
- 2.13. Bereavement- Parents, spouses and children of Armed Forces personnel who have died in the service of their country. Family members of Reservists and Nation Guardsmen who die while on duty are included.

- 2.14. Any veteran who served in the Global War on Terrorism Theater of operations (September 11, 2001 and ending by Presidential proclamation of law).
- 2.15. Eligible veterans must also have been discharged under honorable conditions or with a character for which basic eligibility to receive VA benefits has been established through adjudicative decision by VA (e.g., in the case of veterans possessing Undesirable Discharges, Bad Conduct Discharges, or General Discharges Under Other Than Honorable Conditions).
- 2.16. Veterans possessing a Dishonorable Discharge are not eligible for services provided under this program.
- 2.17. Eligibility will be verified by the TL/COR usually by review of the DD214 submitted by the veteran.
- 2.18. In those situations where eligibility cannot be verified prior to authorization, the VA employee making the referral may authorize the referral to the Contractor on the basis of presumptive eligibility, if it is clinically determined that an emergency exists requiring provision of immediate readjustment counseling services. In such cases, the VA referrer will inform the veteran that if eligibility is not substantiated, the veteran will be billed for all counseling services received.

3. DEFINITIONS/ACRONYMS:

- 3.1. "CO" Contracting Officer
- 3.2. "Contractor" Provider of Readjustment Counseling Services
- 3.3. "COR" Contracting Officer Representative
- 3.4. "FMS" Facilities Management Services
- 3.5. "RCS" Readjustment Counseling Services
- 3.6. "TL" Team Leader
- 3.7. "VA" Department of Veterans Affairs
- 3.8. "VAMC" Veterans Administration Medical Center
- 3.9. "VA patients" Veteran beneficiaries, inpatient and outpatient

4. STAFFING

4.1. The Contractor shall furnish all personnel to provide a facility and services necessary to perform readjustment counseling services to eligible beneficiaries of the Readjustment Counseling Service (RCS) Vet Center. All services shall be performed at the Contractor's facility. Contractor shall provide professional and technical services to include materials, supplies, equipment and qualified supervision as specified herein.

4.2. Management and Supervision:

4.2.1. The Contractor shall be responsible for supervising the daily services provided under this contract by the Contractor's staff.

4.2.2. The Contractor shall complete background investigations to insure that employees do not have a record of criminal offenses or substantiated incidents of patient abuse; and, if required to perform their duties, employees are properly licensed and insured to operate motor vehicles.

5. QUALIFICATIONS/LICENSURE

5.1. License

5.1.1. Contract Licensed Clinical Psychologist or Licensed Clinical Social Worker, or Licensed Master's Level Therapist assigned by the Contractor to perform the services covered by this contract shall have a current license to practice psychology, social work, or other Master's level independent level mental health related practice in the state of California. All licenses held by the personnel working on this contract shall be full and unrestricted licenses.

5.2. Technical Proficiency

5.2.1. Contract Licensed Clinical Psychologist or Licensed Clinical Social Worker shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed.

6. DESCRIPTION OF WORK

6.1. Services required

6.1.1. Contract readjustment counseling includes the same mix of social and psychological services as provided at Vet Centers, with the exception of community outreach. The purpose of the contracts program, as intended by Congress and implemented by VA, is for the provision of readjustment counseling and not for general mental health services. Contract readjustment counseling may include social services and/or psychotherapy, but the services provided must address readjustment difficulties deriving from military duties and/or homecoming experiences. The provision of services for problems not having a clear and distinct relationship to military duty and readjustment to civilian life from military duty is not authorized.

6.1.2. Specifically, the difficulties which comprise war-related readjustment difficulties referable to a contract provider are the following:

6.1.2.1. Psychosocial problems related to exposure to war trauma.

6.1.2.2. Psychosocial problems related to other stressful experiences of military duty in a war-zone.

6.1.2.3. Psychosocial problems related to post-war adjustment to civilian family and work roles.

6.1.2.4. Psychosocial problems related to type of military discharge.

6.1.2.5. Psychosocial problems related to substance abuse clinically associated with military duty or post-military readjustment.

6.1.2.6. Psychosocial problems related to post-war homecoming experiences.

6.1.2.7. Psychosocial concern over possible exposure to chemical and/or biological agents in the war-zone.

6.1.2.8. Generalized alienation from society related to interruptions in the normal post-war readjustment process.

6.2. Standards of practice

6.2.1. The Contractor shall provide brief therapy whenever clinically feasible to facilitate serving the largest number of eligible veterans. Theater veterans exposed to war-zone stress will be considered the highest priority recipients for contract readjustment counseling.

6.2.2. Contractor employees shall not be considered Government employees and shall not at any time identify themselves as such.

6.3. Referral Service Initiation and Continuation

6.3.1. Referrals to readjustment counseling contract providers may be made by:

6.3.1.1. Qualified Vet Center staff.

6.3.1.2. Veterans Health Administration (VHA) qualified mental health professionals (psychiatrist, psychologist, social worker, or a psychiatric nurse clinical specialist) at VA health care facilities can make referrals to the Vet Center. All referrals made by VHA mental health professionals who are not Vet Center staff, will be facilitated by the Vet Center Team Leader/Contracting Officer's Representative (COR), as the latter will assume responsibility for monitoring the case once the referral is made.

- 6.3.2. Prior to making a referral, the veteran must be interviewed by the VA referrer.
- 6.3.3. Although this may be either in person or by telephone, the referrer is responsible for ensuring that eligibility definitions and clinical assessment requirements are met. The clinical evidence should establish that the veteran's problems are clearly related to the military experience, be reflected in the reason for referral, and be documented in the veteran's record.
- 6.3.4. Self-referrals and referrals of veterans who were or are in the private contract provider's caseload cannot be authorized, unless the assessment described above is carried out. In no event may VA be billed or required to pay for services delivered prior to authorization for care.
- 6.3.5. After eligibility has been verified and the need for readjustment counseling clinically established, the Vet Center Team Leader/COR will complete and sign VA Form 10-5565B, which officially effects a referral to the contract service provider. The completion and disposition of VA Form 10-5565B is to be implemented according to the instructions on the form.
- 6.3.6. In accordance with the terms and conditions of this contract, the Professional Services Letter IL -11-82-26, and the VA Form 10-5565B, contractors shall be required to perform as follows:
- 6.3.6.1. All initial referrals to a contract provider will be for up to 3 visits for clinical assessment and brief counseling. The TL/COR will specify on VA Form 10-5565B, one, two, or three visits and the type of counseling to be provided (individual).
- 6.3.6.2. The contractor shall schedule the initial veteran counseling session (visit) within 10 working days from the date the veteran was first referred under the contract.
- 6.3.6.3. If additional visits are required upon completion of the 3 initial visits, the TL/COR will obtain from the contract provider a comprehensive initial psychosocial and military history and counseling plan documenting the need for continuing readjustment counseling.
- 6.3.6.4. After reviewing the plan, the COR may authorize the veteran for up to a block of 12 additional visits within a specified period. In similar fashion, subsequent re-authorizations are established (up to 15 visits) and case counseling plans are subject to evaluation prior to further authorization. Contractor shall submit re-authorization requests along with current treatment plans and summaries to TL/COR no less than two weeks prior to anticipated start date of re-authorization period. This allows the TL/COR time for evaluation and clarification if necessary and ensures continuous eligibility for the veteran, or enough time needed for clinical termination or referral if necessary. Effective management of case progress and available funding requires that the COR specify on the VA Form 10-5565B a time period within which a block of authorized visits must be delivered. For example, a veteran does not use all 13 sessions during the specified time, he may be reviewed and re-authorized for additional visits at the beginning of the next quarter. A visit will last a minimum of 45 minutes for Individual sessions and minimum 90 minutes for Group sessions.
- 6.3.6.5. The written counseling plan may be presented to the COR not later than five working days from the completion of the third initial visit. This plan shall be documented in the veteran's record by the COR. The VA reserves the right to modify the treatment plan submitted by the Contractor. Coordination of the counseling plans to the VA referrer must occur in a timely manner so there will be no disruption in the continuation of readjustment counseling. Contractor is not authorized to bill for visits conducted prior to the dates indicated by TL/COR signed and dated 5565b authorization form. The initial authorization date is no sooner than the date indicated by the TL/COR signature on the 5565b authorization form.

- 6.3.7. As stipulated in the contract, there is a provision which limits eligibility for readjustment counseling through a contract provider to 1 year from the time of the veteran's first visit.
 - 6.3.7.1. This provision is based upon existing knowledge regarding the etiology and longitudinal course of war-related readjustment difficulties to include post-traumatic stress disorder (PTSD) and upon program experience which indicates that most veterans referred complete services within 1 year.
 - 6.3.7.2. This provision should not be implemented in an arbitrary manner nor should it be applied in isolation from other indicators for clinical case progress.
 - 6.3.7.3. In most cases authorization beyond 1 year should be short-term extensions designed to facilitate completing services or appropriate referral.
- 6.3.8. If longer term extension of authorization is necessary, the following procedures will be followed:
 - 6.3.8.1. The Vet Center TL/COR will interview the veteran (in person or by telephone) to conduct an updated, comprehensive psychosocial assessment to ensure continuing clinical need for readjustment counseling.
 - 6.3.8.2. If there is clinical indication for continuing readjustment counseling beyond 1 year, the Vet Center TL/COR must consult with the RCS Regional Manager or designee prior to authorizing continuing visits. All requests for readjustment counseling beyond 1 year, for more than brief transitioning purposes, must be reviewed by the RCS Regional Manager or designee and documented in the veteran's clinical record.
- 6.4. Cases past 90 days of inactivity are to be closed with a closing summary submitted to Vet Center.
- 6.5. If a veteran currently receiving services from a previous contract provider resides in a closer proximity to a newly selected contract provider, the veteran may be transferred to the new contract provider in order to continue uninterrupted counseling from the most convenient service provider.
- 6.6. There is no obligation under this purchase order for VA to provide any specific number of referrals to any contractor.

7. RECORD KEEPING

- 7.1. The COR will define the exact counseling record information to be included by the contract provider upon each veteran counseling session(s).
- 7.2. A verification form is to be completed by each veteran for each therapy session. The verification form with the clients' original signature will be attached to the monthly bill submitted to COR. The Contractor shall secure a signed acknowledgment of services from each client and for each visit for which they are invoicing the VA. The verification form must include the name of the veteran and VIF#, as well as length, date, and specific modality of the counseling session.
- 7.3. Provide only those services identified on the VA referral form.
- 7.4. Client numbers and records for significant others, will be maintained in the name of the veteran; however, counseling case notes/progress notes on visits by significant others shall be maintained as discrete and separate from the veteran's notes for continuity of notation, and so they can be easily extracted if a request for the veteran's counseling record is made.
- 7.5. Contractor shall maintain accurate and complete counseling records, which comply with the confidentiality requirements of Public Law 93-282 and the Privacy Act of 1974, Public Law 93-579. Contractor shall ensure the physical security of records and the prevention of disclosure of the records, reports, or other private information of clients except with the client's informed, written consent.

- 7.6. Counseling records are considered the property of the VA. One year following termination of the contract, the Contractor shall turn the client folder over to the authorizing Vet Center, or contact the Regional Manager of the Vet Center to determine to which Vet Center the folder should be sent. The same procedures will apply when the contract between the VA and the Contractor terminates.

8. CONTRACT SERVICES MONITORING

- 8.1. Quality control and administrative oversight of the overall contract agreement and basic processes of contract operations are the primary responsibilities of the Vet Center TL/COR.
- 8.2. Regular evaluations of the technical compliance with the terms of the contract and the level and types of contract services provided to veterans and significant others will be conducted. These may take the form of any of the following:
 - 8.2.1.1. Self-evaluations performed by the contract provider, (e.g., quality assurance activities).
 - 8.2.1.2. Representatives of VA and other Government agencies are authorized to visit the premises of service contractors during business hours for purposes of evaluation and auditing, which may include inspection of clinical records.
- 8.3. Site visits will be conducted on at least an annual basis to the facilities of all contract providers by the TL/COR and/or other Government employees designated by the Contracting Officer and will include, but shall not be limited to, evaluation verification of the following:
 - 8.3.1. Actual performance versus scheduled and reported performance regarding the number and type of visits provided and the amount billed.
 - 8.3.2. Changes in technical performance which may affect financial status, personnel assigned to the contract, over extension of resources, etc.
 - 8.3.3. The numbers of employees charged to the contract are actually performing work under the contract.
- 8.4. Site visits will be conducted in accordance with program standards and in compliance with monitoring guidelines developed and approved by VA Central Office.

9. CONTRACTOR FACILITY

- 9.1. Geographical Location of Eligible Service Providers/VA Obligation
 - 9.1.1. Contractor and service providers must have an established facility and provide services within the geographical boundaries of Ukiah, CA for which contract award is made. Contractor needs to provide proof of compliance at time of solicitation response. Contractor is authorized to provide counseling services in areas outside of Ukiah, CA as long as it is in the interest of convenience or request of the veteran being served.
 - 9.1.2. When providing services in Ukiah, CA, contractor shall use a facility that is handicap accessible per Rehabilitation Act 29 U.S.C. Section 791 et. Seq. If the contractor is providing services in the surrounding areas more than 20 miles outside the Ukiah, CA city limits then the requirement for handicap access is waived.

9.2. Hours of Operation

9.2.1. Business Hours

- 9.2.1.1. Contractor hours shall be open during regular hours during the weekdays with some flexibility for appointments in the evenings to accommodate the working schedule of the veteran. Other alternative hours can be mutually agreed upon between the Contractor and COR for the benefit of patient referral and appointment.

9.2.2. Federal Holidays

- 9.2.2.1. Contractor is not required to be open on Federal Holidays.

10. INVOICE PROCEDURES

- 10.1. Reimbursement will only be for in-person counseling sessions. Reimbursement is not authorized, for example, for telephone calls with the veteran or significant others, or for consultation between the Contractor and other individuals. Separate reimbursement is not authorized for utilities, lease, or other operational costs. These costs need to be calculated into the hourly rate for direct service to veterans.
- 10.2. Reimbursement for veteran's travel in connection with contract readjustment is not authorized.
- 10.3. A visit, for reimbursement purposes, will last a minimum of 45 minutes and will be deemed a single visit regardless of length beyond 45 minutes. A group counseling visit, for reimbursement purposes, will be 90 minutes in length. Participation in group counseling sessions constitutes one visit, regardless of length beyond 90 minutes.
- 10.4. Payments made under this agreement shall constitute the total cost of readjustment counseling services. The Contractor understands and agrees that no additional charges shall be billed to the veteran or his family, either by the Contractor or any third party furnishing required services, unless and until specific prior written authorization is obtained from the VA COR who initially authorized the provision of services.
- 10.5. All invoices shall be submitted monthly, in arrears.
- 10.6. Invoices shall be mailed in the original and duplicate copy, to the address listed in block 18a with a copy sent to the COR
- 10.7. All invoices shall include the information shown in subparagraphs (1) through (9) below, and shall be accompanied by the receipt of services (VA Form 10-5565B) specifying the information shown in subparagraphs (10) through (12) below:
 - 10.7.1. Contract number (and purchase order number, if applicable);
 - 10.7.2. Vet Center or Station Number of Referring Unit
 - 10.7.3. Veteran's name and VIF number;
 - 10.7.4. Number of both individual visits and group visits;
 - 10.7.5. Total number of individual visits;
 - 10.7.6. Total number of group visits;
 - 10.7.7. Basic contract rate (per type of counseling provided and per type of counselor), in accordance with bid schedule pricing in Section B of the contract;
 - 10.7.8. Total dollar amount billed;

10.7.9. Month in which counseling services were provided;

10.7.10. Copies of the verification form including the Veteran's original signature certifying receipt of services for each session provided, along with the Vet Center copy of the VA Form 10-5565B.

10.7.11. Counselor's name, professional degree (or name, if applicable); and the type of therapy provided for all sessions. The clinician who provided service must be identified. Reimbursement will be based on costs for that clinician;

10.8. All invoices must be received by the 5th of the month following services rendered.

10.9. Failure to include all the above documentation (which constitutes a proper invoice) will result in delay of payment. Invoices will not be processed if there are any omissions.