

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 635-17-2-310-0029		PAGE 1 OF 179							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA259-17-R-0248		6. SOLICITATION ISSUE DATE 03-31-2017					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kevin Pollard				b. TELEPHONE NO. (No Collect Calls) 4054561896		8. OFFER DUE DATE/LOCAL TIME 05-26-2017 3:00pm CST					
9. ISSUED BY Department of Veterans Affairs Veterans Health Administration Network Contracting Office 19 750 NE 13th Street Oklahoma City OK 73104				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 621498 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5 Million							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A					
15. DELIVER TO Basin Area Community Based Outpatient Department of Veterans Affairs Sheridan VA Health Care System 1898 Fort Road Sheridan WY 82801				CODE		16. ADMINISTERED BY Department of Veterans Affairs Oklahoma City VA Health Care System Network Contracting Office 19 750 NE 13th Street Oklahoma City OK 73104							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-8972 PHONE: FAX:							
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES Community Based Outpatient Clinic, Basin Area of northern Wyoming, counties of Big Horn, Hot Springs, Park and Washakie in northern Wyoming See Schedule of Services and Performance Work Statement  (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED								<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR								31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kevin D. Pollard				31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.2 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer (90C)

Kevin D Pollard  
405-456-1896  
[Kevin.pollard2@va.gov](mailto:Kevin.pollard2@va.gov)

Department of Veterans Affairs

Veterans Health Administration  
Network Contracting Office 19  
750 NE 13th Street  
Oklahoma City OK 73104

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be electronically.

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly, in accordance the PWS

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

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-8972

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

AMENDMENT NO	DATE

### **B.3 SPECIAL CONTRACT REQUIREMENTS**

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Sheridan VA Health Care System, Sheridan, WY, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

#### **1. SERVICES:**

a. The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract.

b. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility.

#### **2. TERM OF CONTRACT:**

This contract is effective one year from date of award plus four (4) one-year options that may be exercised by the VA. The contract is subject to the availability of funds. The contractor shall perform no services after September 30 of any year until the Contracting Officer authorizes such services in writing.

#### **3. QUALIFICATIONS:**

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director. Each person assigned to work under this contract shall be licensed by the state of Wyoming.

#### **4. WORK HOURS:**

a. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in case of emergency, to furnish such services during off-duty hours as described below.

b. The following terms have the following meanings:

(1) Work hours: Monday through Friday, 8:00 a.m. - 4:30 p.m.

(2) National Holidays: The 10 holidays observed by the Federal Government are:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas AND

any other day specifically declared by the President of the United States to be a national holiday.

(3) Off-Duty hours: Friday through Monday, 4:30 p.m. - 8:00 a.m.

#### 5. PERSONNEL POLICY:

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

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

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

#### 6. RECORD KEEPING:

Contractor staff list and Patient list shall report to Administrative Officer, or designee upon arrival at the Sheridan VA Health Care System, Sheridan, WY.

#### 7. CONTRACT PERFORMANCE MONITORING:

Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work, shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

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

The Contractor shall assign to this contract the following key personnel:

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

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

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

**7. OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION REQUIRED BY THE SOLICITATION NO LATER THAN THE DATE AND TIME SPECIFIED IN BLOCK 8 OF SF 1449 TO BE CONSIDERED FOR AWARD.**

8. The resultant contract is non-exclusive and shall not prohibit VA or Contractor from entering into agreement(s) with other health care providers or purchasers of health care services. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

9. **TECHNICAL QUESTIONS:** Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing within ten (10) calendar days after issuance. Questions may be sent via email to [kevin.pollard2@va.gov](mailto:kevin.pollard2@va.gov). Questions received after the ten calendar days will not be considered. Verbal questions will not be addressed. All responses to questions which may affect offers will be incorporated into written amendment(s) to the solicitation.

10. Small businesses, especially veteran-owned and service-disabled veteran-owned small businesses, are encouraged to contact their nearest Procurement Technical Assistance Center (PTAC) if assistance is needed in preparing their proposal. The website address for the location of the nearest PTAC is <http://www.sellingtothegovernment.net>.

11. **DUNS NUMBER:** In accordance with FAR 52.204-6 Data Universal Numbering System Number, offerors must provide their DUNS number:

DUNS # \_\_\_\_\_  
\_\_\_\_\_

If the DUNS number is unknown, offerors may request a number from Dun & Bradstreet, free of charge, by calling 800-333-0505.

12. Offeror's **TAX ID NUMBER:** \_\_\_\_\_

13. Federal Acquisition Regulations (FAR) require all contractors doing business with the Government to register and maintain registration in two separate and individual online databases:

a. **CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)** – as prescribed in FAR Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$150,000.00. Additional information is found in section 4.30 of the Performance Work Statement (PWS).

b. **SYSTEM FOR AWARD MANAGEMENT (SAM)** – all prospective awardees shall be registered and maintain active registration in the SAM database prior to award, during performance, and through final payment of any contract resulting from this solicitation. After initial registration, the contractor is required to update registration data as changes occur and must re-register annually. Noncompliance will preclude the exercising of any option periods that may be included herein and may be cause for termination of the contract. Refer to FAR Clause 52.212-4(t) for more details.

14. The resultant contract will be a non-personal services contract in accordance with FAR 37.401.

***PLEASE REVIEW THE FOLLOWING ITEMS BEFORE MAILING YOUR PROPOSAL:***

Complete the SF 1449, including signature [ ]

Complete the pricing schedule in the

Schedule of Services	[ ]
Complete Attachment D.2	[ ]
Subcontracting Plan	
Include documentation required by Addendum to	
FAR Clause 52.212-1, Instructions to Offerors	[ ]
Complete required blocks in FAR Clause 52.212-3,	
OFFEROR REPRESENTATIONS & CERTIFICATIONS	[ ]

(End of Contract Administration Data)

#### **B.4 001AL-11-15-C Subcontracting Plan-Monitoring and Compliance (JUNE 2011)**

<https://www.va.gov/oal/docs/library/ils/il11-15.pdf>

#### **B.5 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.6 SCHEDULE OF SERVICES**

## SCHEDULE OF SERVICES

The Sheridan VA Health Care System, Sheridan, Wyoming, has a need for the provision of Primary Care services and Mental Health support for eligible Veterans living in Basin Area of northern Wyoming, counties of Big Horn, Hot Springs, Park and Washakie in northern Wyoming. The contractor shall furnish health care providers, medical facilities, equipment and supplies, emergency-fill pharmaceutical prescriptions, and administrative functions to fulfill the support of enrolled patients.

BASE PERIOD – August 1, 2017 through September 30, 2017

CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
0001	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	218 (109 per Month)	\$ _____	\$ _____

Total Estimate for Base Period \$ \_\_\_\_\_

OPTION YEAR 1 - October 1, 2017 through September 30, 2018

CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1310	\$ _____	\$ _____

Total Estimate for Option Year 1 \$\_\_\_\_\_

OPTION YEAR 2 - October 1, 2018 through September 30, 2019

CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
2001	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1320	\$_____	\$_____

Total Estimate for Option Year 2 \$\_\_\_\_\_

OPTION YEAR 3 - October 1, 2019 through September 30, 2020

CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
3001	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1330	\$_____	\$_____

Total Estimate for Option Year 3 \$\_\_\_\_\_

OPTION YEAR 4 - October 1, 2020 through September 30, 2021

CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
4001	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1340	\$ _____	\$ _____

Total Estimate for Option Year 4 \$ \_\_\_\_\_

**SUM TOTAL ESTIMATE FOR BASE AND OPTION YEARS \$ \_\_\_\_\_**

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

In accordance with FAR 16.504, the guaranteed minimum value of services the Government will acquire under the contract for the base period of performance is \$45,000.00. The maximum value of services the Government will acquire under the contract for the base period of performance and all option periods exercised shall not exceed \$5,700,000.00.

**CBOC ORDERING PROCEDURES:** VA has the sole authority to assign Veterans treated by the contractor into the Primary Care Management Module (PCMM) software program used to track primary care clinic Veteran rosters. Specific billable processes for issuing task orders under the resultant contract includes: determining Veteran eligibility, enrollment eligibility, and

patient vesting as further defined in PWS. Please review this section in detail to ensure compliance for issuance of subsequent task orders and payment processing.

## **B.6 PERFORMANCE WORK STATEMENT (PWS)**

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **Outpatient Site of Care**

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **Outpatient Site of Care per VHA Handbook 1006.02 “VHA Site Classifications and Definitions”**

#### **1. GENERAL:**

1.1. **SERVICES REQUIRED:** The Sheridan VA Healthcare System (SVAHCS) requires the following services to be provided in a private hospital, office or clinic environment to veterans, primarily residing in Basin Area of northern Wyoming, counties of Big Horn, Hot Springs, Park and Washakie in northern Wyoming.

1.1.1. Primary Care CBOC: offer both medical (physically on site) and mental health care (either physically on site or by telehealth) and may offer support services such as pharmacy, laboratory, and x-ray. Primary Care CBOCs are required to provide both primary care and mental health services. Sites that do not provide both primary care and mental health services are classified as Other Outpatient Services. Access to specialty care is not provided on site, but may be available through referral or telehealth. A Primary care CBOC often provides home-based primary care (HBPC) and home telehealth to the population it serves to meet the primary care and mental health needs of Veterans who have difficulty accessing clinic-based care. Primary care in VA includes both medical and mental health care services, as they are inseparable in providing personalized, proactive, patient-centered health care. **Primary Care Requirements.** A point of service is said to provide primary care services if the site registers more than 500 primary care encounters within the primary care stop class within a given fiscal year. **Mental Health Requirements.** A point of service is said to provide mental health services if the site registers more than 500 mental health encounters within a single mental health clinic stop class within a given fiscal year. Mental health services may be provided using telehealth, if the workload at the point of service would not otherwise justify the presence of mental health providers.

arrangement. If any other services are provided in this venue (external to a VA clinic or facility), they must be associated with, attached to, and coordinated by a health care delivery site located in a clinic or facility.

1.2. **PLACE OF PERFORMANCE:** will be in one of these Wyoming counties: Big Horn, Hot Springs or Park, between 90 and 160 miles from the parent facility, Sheridan VAHCS.

1.3. **AUTHORITY:** In accordance with Title 38 United States Code (USC) 8153 to be furnished by the contractor on behalf of Sheridan VAHCS.

1.4. **POLICY AND REGULATIONS:** The Contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, access, customer satisfaction, prevention index, chronic disease index and clinical guidelines. Performance and quality standards may change during the course of the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before implementation date. Compliance with mandated performance is required as a

condition of this contract. Contractor shall comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance, including, but not limited to, the following:

- 1.4.1. **Title 21 C.F.R 900.12(c), “Mammography Quality Standards”**  
<http://www.gpo.gov/fdsys/pkg/CFR-2012-title21-vol8/pdf/CFR-2012-title21-vol8-sec900-12.pdf>
- 1.4.2. **Title 21 CFR, “Food and Drugs” Section 1300-end”.**  
<https://www.deadiversion.usdoj.gov/21cfr/cfr/index.html>
- 1.4.3. **38 USC. Section 7332**, regarding a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. <http://www.gpo.gov/fdsys/granule/USCODE-2011-title38/USCODE-2011-title38-partV-chap73-subchapIII-sec7332/content-detail.html>
- 1.4.4. **42 CFR Part 482, “Conditions of Participation”** <http://www.gpo.gov/fdsys/pkg/CFR-2010-title42-vol5/pdf/CFR-2010-title42-vol5-part482.pdf>
- 1.4.5. **42 CFR 493.15(b), “Laboratories Performing Waived Tests”**  
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title42-vol3/pdf/CFR-2003-title42-vol3-sec493-17.pdf>
- 1.4.6. **Clinical Laboratory Improvement Amendments (CLIA):** <http://cms.hhs.gov/Regulations-and-Guidance/Legislation/CLIA/index.html?redirect=/clia/appendc.asp>
- 1.4.7. **VHA Directive 2006-041, “Veterans Health Care Service Standards”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1443](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443)
- 1.4.8. **VA Directive 1663, “Health Care Resources Contracting – Buying”**  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=347](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347)
- 1.4.9. **VA Directive 6371, “Destruction of Temporary Paper Records”**  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=742&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=742&FType=2)
- 1.4.10. **VHA Record Control Schedule 10-1** <http://www1.va.gov/vhapublications/rcs10/rcs10-1.pdf>
- 1.4.11. **"Patient Medical Records-VA" (24VA19). 24VA19**  
<http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>.
- 1.4.12. **VHA Handbook 1101.11(2), “Coordinated Care for Traveling Veterans”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3099](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099)
- 1.4.13. **VHA Directive 2007-033, "Telephone Service for Clinical Care,"**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1605](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605)
- 1.4.14. **VHA Directive 2008-015, “Public Access to Automated External Defibrillators (AEDs): Deployment, Training, and Policies for use in VHA Facilities”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1665](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1665)
- 1.4.15. **VHA Directive 1088, “Communicating Test Results to Providers and Patients”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3148](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3148)
- 1.4.16. **VHA Directive 2009-038 “VHA National Dual Care Policy”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2058](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2058)
- 1.4.17. **VHA Directive 1033, “Anticoagulation Therapy Management”**[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3129](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3129)
- 1.4.18. **VHA Directive 1108.08, “VHA Formulary Management Process”**  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3059](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3059)

- 1.4.19. **VHA Directive 1230 “Outpatient Scheduling Processes and Procedures”**  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3218](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3218)
- 1.4.20. **VHA Directive 2010-014, “Assessment and Management of Veterans Who Have Been Victims of Alleged Acute Sexual Assault”**
- 1.4.21. [https://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2177](https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2177)
- 1.4.22. **VHA Directive 2010-033, “Military Sexual Trauma (MST) Programming,”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2272](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2272)
- 1.4.23. **VHA Directive 2010-053, “Patient Record Flags”.**  
[www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2341](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2341)
- 1.4.24. **VHA Directive 2011-012, “Medication Reconciliation”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2390](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2390)
- 1.4.25. **VHA Directive 2011-020, “Automated Safety Incident Surveillance and Tracking System (ASISTS)”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2407](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2407)
- 1.4.26. **VHA Directive 2012-022, “Reporting Cases of Abuse and Neglect, September 4, 2012”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2782](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2782)
- 1.4.27. **VHA Directive 2012-026, “Sexual Assaults and Other Defined Public Safety Incidents in VHA”** The directive specifically includes contracted sites of care and defines procedures specific to patient disruptive behavior.  
  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2797](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=2797)
- 1.4.28. **VA Handbook 0730, “Security and Law Enforcement”**  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=755&FTYPE=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=755&FTYPE=2)
- 1.4.29. **VHA Handbook 1003.4, “VHA Patient Advocacy Program,”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1303](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303)
- 1.4.30. **VHA Handbook 1004.07, “Financial Relationships between Health Care Professionals and Industry”**  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3059](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3059)
- 1.4.31. **VHA Handbook 1006.02, “VHA Site Classifications and Definitions”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2970](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2970)
- 1.4.32. **VHA Handbook 1050.01, “VHA National Patient Safety Improvement Handbook”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2389](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2389)
- 1.4.33. **VHA Handbook 1100.17, “National Practitioner Data Bank Reports”-**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2135](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135)
- 1.4.34. **VHA Handbook 1100.18, “Reporting And Responding To State Licensing Boards”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1364](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364)
- 1.4.35. **VHA Handbook 1100.19, “Credentialing and Privileging”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2910](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2910)
- 1.4.36. **VHA Handbook 1101.02, “Primary Care Management Module”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2017](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2017)
- 1.4.37. **VHA Directive 1306, “Querying State Prescription Drug Monitoring Programs (PDMP)”**  
[www.va.gov/vhapublications/viewpublication.asp?pub\\_id=3283](http://www.va.gov/vhapublications/viewpublication.asp?pub_id=3283)
- 1.4.38. **VHA Handbook 1101.10, “Patient Aligned Care Team (PACT)”**  
[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2977](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2977)
- 1.4.39. **VHA Handbook 1105.03, “Mammography Program Procedures and Standards”**  
[http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=2411](http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2411)

- 1.4.40. **VHA Handbook 1106.01, “Pathology and Laboratory Medicine Service (P&LMS) Procedures”** [http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3169](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3169)
- 1.4.41. **VHA Handbook 1108.05, “Outpatient Pharmacy Services”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3209](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3209)
- 1.4.42. **Handbook 1120.2, "Health Promotion and Disease Prevention Core Program Requirements"** [http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=1501](http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=1501).
- 1.4.43. **VHA Handbook 1122.01, “VHA Handbook 1122.01, “Podiatric Medical and Surgical Services for Veterans Health Administration Medical Facilities”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2122](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2122)
- 1.4.44. **VHA Handbook, “1330.01 Health Care Services for Women Veterans”**  
[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=5332](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5332)
- 1.4.45. **VHA Handbook 1160.01, “Uniform Mental Health Services”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1762](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1762)
- 1.4.46. **VHA Handbook 5005, Part 2, Appendix G15, “Licensed Pharmacist Qualification Standards”**  
  
[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=512&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=512&FType=2)
- 1.4.47. **Privacy Act of 1974 (5 U.S.C. 552a) as amended**  
[http://www.justice.gov/oip/foia\\_updates/Vol\\_XVII\\_4/page2.htm](http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm)
- 1.4.48. **Title 38 CFR §17.107, “VA Response to Disruptive Behavior of Patients” (2010)**  
[www.gpo.gov/.../pdf/CFR-2012-title38-vol1-sec17-107.pdf](http://www.gpo.gov/.../pdf/CFR-2012-title38-vol1-sec17-107.pdf)
- 1.4.49. **Title 38 CFR § 1.203, “Information to be reported to VA Police” (2003)**  
<https://www.gpo.gov/fdsys/granule/CFR-2011-title38-vol1/CFR-2011-title38-vol1-sec1-203>
- 1.4.50. **“Guidelines for Preventing Workplace Violence for Health Care and Social Service Workers,” Occupational Safety and Health Administration (OSHA) OSHA 3148-01R 2004)**  
<https://www.osha.gov/Publications/osh3148.pdf>
- 1.4.51. **“Violence: Occupational Hazards in Hospitals, National Institute for Occupational Safety and Health” (NIOSH) NIOSH 2002-101, April 2002.** <http://www.cdc.gov/niosh/docs/2002-101/default.html>
- 1.4.52. **VA Assistant Secretary OSP Memo, Clarification of Policy for Sexual Assault Reporting, June 2011.** <http://www.diversity.va.gov/products/files/DAW/v10i05.docx>
- 1.4.53. **VHA Directive 1231 Outpatient Clinic Practice Management**  
[http://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3296](http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=3296)
- 1.4.54. **Provision of Medical Statements and Completion of Forms by VA Health Care Providers**  
[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=4300](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=4300)

## **1.1. DEFINITIONS/ACRONYMS:**

- 1.1.1. **ABMS:** American Board of Medical Specialties
- 1.1.2. **ACLS:** Advanced Cardiac Life Support
- 1.1.3. **ACGME:** Accreditation Council for Graduate Medical Education
- 1.1.4. **ACPE:** American Council on Pharmaceutical Education
- 1.1.5. **ACO:** Administrative Contracting Officer
- 1.1.6. **ADE:** adverse drug events
- 1.1.7. **AED:** Automatic External Defibrillator
- 1.1.8. **AIS:** Automated Information Security
- 1.1.9. **ANA:** American Nurses Association
- 1.1.10. **AOA:** American Osteopathic Association
- 1.1.11. **ARRT:** American Registry of Radiologic Technology

- 1.1.12. ASC: Ambulatory Surgery Clinic
- 1.1.13. Assigned: A veteran is “assigned” to an outpatient clinic via PCMM (i.e. CBOC) where the patient receives their primary care after the patient’s eligibility is determined through registration and enrollment.
- 1.1.14. BAA: Business Associate Agreement
- 1.1.15. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting
- 1.1.16. BLS: Basic Life Support
- 1.1.17. BOS: Bureau of Osteopathic Specialists
- 1.1.18. CAHEA: Committee on Allied Health Education and Accreditation
- 1.1.19. CAP: College of American Pathologists
- 1.1.20. CARF: Commission on Accreditation of Rehabilitation Facilities
- 1.1.21. CBO: VA Central Billing Office.
- 1.1.22. CDC: Centers for Disease Control and Prevention
- 1.1.23. CEU: Certified Education Unit
- 1.1.24. CLIA: Clinical Laboratory Improvement Amendments
- 1.1.25. CME: Continuing Medical Education
- 1.1.26. CMS: Center for Medicare and Medicaid Services
- 1.1.27. CO: Contracting Officer
- 1.1.28. COPD: chronic obstructive pulmonary disease
- 1.1.29. COR: Contracting Officer’s Representative
- 1.1.30. COS: Chief of Staff
- 1.1.31. CPA: Collaborative Practice Agreement
- 1.1.32. CPS: Clinical Pharmacy Specialist
- 1.1.33. CPT: Current Procedural Terminology
- 1.1.34. CRNP: Certified Registered Nurse Practitioners
- 1.1.35. CSWE: The Council on Social Work Education the CSWE website is <http://www.cswe.org/>.
- 1.1.36. CPARS: Contractor Performance Assessment Reporting System
- 1.1.37. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
- 1.1.38. CVT: Clinical Video Telehealth
- 1.1.39. DICOM: Digital Image and Communication in Medicine
- 1.1.40. DIGMA: Drop In Group Medical Appointment
- 1.1.41. DRG: Diagnostic Related Group
- 1.1.42. DSS: Decision Support System
- 1.1.43. ECC: Extended Care Center
- 1.1.44. Enrollment: The process of establishing eligibility for VA’s “Medical Benefits Package.” Most Veterans are required to “enroll” into the VA Health Care System to be eligible for VA health care and to be assigned to an outpatient clinic like a CBOC; however some can still receive care without enrolling. Applicants are only required to “enroll” once for VA health care unless they are determined ineligible for care at time of application or they have dismembered.
- 1.1.45. EPRP: External Peer Review Program
- 1.1.46. FDA: Food and Drug Administration
- 1.1.47. FSMB: Federation of State Medical Boards
- 1.1.48. HCC: Health Care Center A HCC is a VA-owned, VA-leased, contract, or shared clinic operated at least 5 days per week that provides primary care, mental health care, on site specialty services, and performs ambulatory surgery and/or invasive procedures which may require moderate sedation or general anesthesia.
- 1.1.49. HHS: Department of Health and Human Services
- 1.1.50. HCFA: HealthCare Financing Administration

- 1.1.51. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.
- 1.1.52. HT: Home Telehealth
- 1.1.53. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories
- 1.1.54. INR: International Normalized Ratio
- 1.1.55. ISO: Information Security Officer
- 1.1.56. LIP: licensed independent practitioner
- 1.1.57. MCCR: Medical Care Cost Recovery
- 1.1.58. Mental Health Services: per VHA Handbook 1160.01 is meant to include services for the evaluation, diagnosis, treatment, and rehabilitation of both substance use disorders and other mental disorders.

**General mental health services include:**

- (a) Diagnostic and treatment planning evaluations for the full range of mental health problems;
- (b) Treatment services using evidence-based pharmacotherapy, or primary evidence-based Psychotherapy for patients with mental health conditions and substance use disorders;
- (c) Patient education;
- (d) Family education when it is associated with benefits to the veterans;
- (e) Referrals as needed to inpatient and residential care programs; and
- (f) Consultation about special emphasis problems including Post Traumatic Stress Disorder (PTSD) and Military Sexual Trauma (MST).

**Specialty mental health services include:**

- (a) Consultation and treatment services for the full range of mental health conditions;
- (b) Evidence-based psychotherapy;
- (c) Mental Health Intensive Case Management (MHICM);
- (d) Psychosocial Rehabilitation Services, including: PRRCs, family psycho-education, family education, skills training, peer support, and Compensated Work Therapy (CWT) and supported employment;
- (e) PTSD teams or specialists;
- (f) MST special clinics;
- (g) Homeless programs; and
- (h) Specialty substance abuse treatment services.

- 1.1.59. MQSA: Mammography Quality Standards Act

- 1.1.60. MSN: Master of Science in Nursing
- 1.1.61. NCCPA: National Commission on Certification of Physician Assistants
- 1.1.62. NLN: National League for Nursing
- 1.1.63. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program
- 1.1.64. OTC: Over the Counter
- 1.1.65. PA: Physician Assistant
- 1.1.66. PACS: Picture Archiving and Communications System
- 1.1.67. PACT: Patient Aligned Care Team Background & Introduction: VA has implemented a PCMH model at all VA Primary Care sites which is referred to as PACT. This initiative supports VHA's Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in team based environment including the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions.
- 1.1.68. Parent Facility: VAMC responsible for performance monitoring and payment for contracted Outpatient Site of Care services.
- 1.1.69. PCMH: Patient-Centered Medical Home
- 1.1.70. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.
- 1.1.71. PCP: Primary Care Provider
- 1.1.72. Phar.D.: Doctor of Pharmacy
- 1.1.73. POC: Point of Care Testing
- 1.1.74. PRIMARY CARE VISIT: an episode of care furnished in a clinic that provides integrated, accessible health care services by clinicians who are accountable for addressing a large majority of personal health care needs, developing a sustained partnership with patients, and practicing in the context of family and community. Primary care includes, but is not limited to, diagnosis and management of acute and chronic biopsychosocial conditions, health promotion, and disease prevention, overall care management, and patient and caregiver education. The VHA site classification defines primary care as those encounters that occur within the primary care class of encounters.
- 1.1.75. PWS: Performance Work Statement
- 1.1.76. QAPI: Quality Assessment and Performance Improvement
- 1.1.77. QASP: Quality Assurance Surveillance Plan
- 1.1.78. RME: reusable medical equipment
- 1.1.79. SOP (Clinical): Scope of Practice
- 1.1.80. SELF- REFERRAL: Referring patients to Contractor's facility for follow-up care. Self-referral for outpatient services at the Contractor's facility is prohibited.
- 1.1.81. SMA: Shared Medical Appointments
- 1.1.82. SPD: Sterile Processing Division
- 1.1.83. SPE: Senior Procurement Executive
- 1.1.84. SPECIALTY CARE VISIT: A specialty care outpatient visit is an episode of care furnished in a clinic that does not provide primary care, and is only provided through a referral." These services are generally divided into two sub-categories: medicine specialties and surgery specialties. The VHA site classification defines specialty care as those encounters that occur within the geriatric medicine; allergy; cardiology; dermatology; emergency; employee health; endocrinology; gastroenterology; general medicine; hematology or oncology; infectious disease; nephrology;

neurology; outreach; pulmonary or respiratory disease; rheumatology; amputation follow-up; amputation; anesthesia; cardio-thoracic; ear, nose, and throat (ENT); eye; general surgery; gynecology (GYN); neurosurgery; orthopedics; plastic surgery; urology; or vascular clinic stops.

- 1.1.85. **SUPPORT STAFF:** staff present in the clinic area assisting providers in the actual delivery of care to patients. It consists of RNs, LPNs, Medical Assistants, Health Technicians, and Medical Clerks in the clinic.

1.1.86. **TJC:** The Joint Commission

1.1.87. **TIU:** Text Integration Utility

1.1.88. **TCT:** Telehealth Clinical Technicians

1.1.89. **VA:** Veterans Affairs

1.1.90. **VAMC:** Veterans Affairs Medical Center

1.1.91. **VetPro:** a federal web-based credentialing program for healthcare providers.

1.1.92. **VHA:** Veterans Health Administration

1.1.93. **VISTA:** Veterans Health Information Systems and Technology Architecture

2. **STAFFING AND QUALIFICATIONS: MINIMUM PACT STAFFING REQUIREMENTS:** Sufficient support staff to conduct daily business, including such functions as patient registration, financial assessments, and medical record documentation in VISTA. The Contractor shall provide personnel in numbers and qualifications capable of fulfilling the standards outlined in the resultant contract. The Contractor shall provide a sufficient number of primary care providers so that each primary care provider has a caseload ratio to meet VA standards. Current standards are 1200 active patients per full time physician and 900 active patients per full time midlevel provider. Actual panel sizes can be determined by the facility in accordance with PCMM Handbook 1101.02. The staffing standard for support staff shall be in ratios to Primary Care Providers of at least three support staff for each full time equivalent Primary Care Provider. The support staffing mix standard includes a registered nurse care manager for every 1200 patients served by the Outpatient Site of Care. Anticoagulation clinic management and Telephone Care for the primary care patients are also considered support staff, even if located in a separate area. Staff time dedicated to Business Office functions (means testing, registrations or billing), phlebotomy, and file room activities, or supporting non-primary care clinics (e.g., podiatry, social work, and dietary) are not considered support staff for the purposes of this definition. These numbers may be adjusted, upon approval by the Government, based on the availability of exam rooms and support staff (refer to VHA Handbook 1101.02). If the number of patients reaches 90% of the maximum panel size assigned by the facility the Contractor shall communicate to the VA the Contractor's future staffing plan to ensure VA contract staffing ratio standards remain in accordance with PCMM staffing standards. **Total Estimated Patients enrolled/assigned to site: 1300\_\_\_\_\_.**

**2.1. PHYSICIAN DIRECTOR (MANDATORY FOR ALL SITES): FTE Ratio Performance**

**Standard:** 0.05 FTE per 1200 patients Responsible **Party:** Shall be provided by Contractor.

**Qualifications:** Contractor's Physicians (including subcontractors) providing physician director services under the resultant contract shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice. Contractor's Physicians performing under this contract shall be board certified (or board eligible) by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice. Physicians shall be licensed in the state where the Outpatient Site of Care (i.e. CBOC) is located; if proposed staff does not meet VA credentialing requirements, the Contractor shall propose substitute acceptable personnel within five (5) calendar days. May also be credentialed and privileged as a PCP. (If so, authorization for prescriptive authority is required). **Position Responsibilities:**

Serves as medical director to oversee and be responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site.

**2.2. PRIMARY CARE TEAMLET STAFFING (MANDATORY FOR ALL SITES):** All primary care team let staffing shall be provided by Contractor. The selection of team let and specialty team staffing mix is the responsibility of contractor.

**2.2.1. TEAMLET MEMBER 1: Primary Care Provider (PCP): FTE Ratio Performance Standard:** Current standards are 1200 active patients per full time physician and 900 active patients per full time midlevel provider. Contractor shall propose quantity of FTE to meet Standard FTE ratio to panel size. **Contractor to propose mix of PCP from the options below.**

**Physician (MD): Qualifications:** Physicians shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice. Physicians performing under this contract shall be board certified (or board eligible) by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice. Authorization for prescriptive authority is required. Physicians shall be licensed in the state where the Outpatient Site of Care (i.e. CBOC) is located; if proposed staff does not meet VA credentialing requirements, the Contractor shall propose substitute acceptable personnel within five (5) calendar days. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

**OPTION 2: Certified Registered Nurse Practitioner (CRNP): Qualifications:** CRNP's (including subcontractors) must have a MSN from a NLN accredited nursing program and have ANA Certification as a Nurse Practitioner in either Adult Health or Family Practice. Authorization for prescriptive authority is required. Three years of clinical nursing experience is required. A minimum of one (1) year clinical experience as a CRNP is required (three (3) years preferred). Experience in outpatient care in a Family Medicine or Internal Medicine environment is preferred. CRNP shall have current, full, active, and unrestricted license and registration as a graduate professional nurse in the state of the Outpatient Site of Care (i.e. CBOC); **Reference VA Handbook 5005, Appendix G6** [http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=464&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=464&FType=2). **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

**OPTION 3: Physician Assistant (PA): Qualifications:** PA's (including subcontractors) must meet one of the three following educational criteria: a) A bachelor's degree from a PA training program which is certified by the CAHEA; or b) Graduation from a PA training program of at least twelve (12) months duration, which is certified by the CAHEA and a bachelor's degree in a health care occupation or health related science; or c) graduation from a PA training program of at least twelve (12) months duration which is certified by the CAHEA and a period of progressively responsible health care experience such as independent duty medical corpsman, licensed practical nurse, registered nurse, medical technologist, or medical technician. The duration of approved

academic training and health care experience must total at least five (5) years. Authorization for prescriptive authority is required. PAs must be certified by the NCCPA. PA shall have current, full, active, and unrestricted license and registration in the state of the Outpatient Site of Care (i.e. CBOC); **VA HANDBOOK 5005/78 PART II APPENDIX G8 PHYSICIAN ASSISTANT QUALIFICATION STANDARD** [http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=763&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=763&FType=2). **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

- 2.2.2. **TEAMLET MEMBER 2: Registered Nurse (RN) Care Manager: FTE Ratio**  
**Performance Standard: Current standards are 1200 active patients per full time RN.** Reference VA Handbook 5005, Appendix G6  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=464&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=464&FType=2)  
**Qualifications:** Graduate of a school of professional nursing approved by the appropriate State-accrediting agency **and** accredited by one of the following accrediting bodies at the time the program was completed by the applicant: The accreditation Commission for Education in Nursing (ACEN) or The commission on Collegiate Nursing Education (CCNE). Current, full, active, and unrestricted registration as a graduate professional nurse in the state of the Outpatient Site of Care (i.e. CBOC). **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site. The RN collaborates for the improvement of patient care outcomes in the Patient Aligned Care Team. Promotes systems to improve access and continuity of care, uses advanced clinical knowledge and critical thinking skills to mentor staff in planning, implementing and evaluating interventions that improve patient outcomes, designs and provides age and population specific health promotion and risk reduction strategies, translates evidence-based research into practice to ensure that patients benefit from the latest innovations in nursing science, manages patients in transition between levels of care, serves as an expert resource to implement and teach skills, including motivational interviewing to promote patient self-management toward patient-driven holistic care plan for life.

- 2.2.3. **TEAMLET MEMBER 3: CLINICAL ASSOCIATE FTE Ratio Performance**  
**Standard: Current standards are 1200 active patients per full time clinical associate.**  
**Contractor to propose the mix of Clinical Associate from the options below.**

**OPTION 1: Licensed Practical Nurse (LPN): Qualifications:** VA HANDBOOK 5005/3 PART II APPENDIX G13 LICENSED PRACTICAL OR VOCATIONAL NURSE QUALIFICATION STANDARD <http://vaww.va.gov/OHRM/Directives-Handbooks/Documents/5005.pdf> Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC)**Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, and demonstrate knowledge of aseptic technique and infection control and knowledge of

patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas.

**OPTION 2: Licensed Vocational Nurse (LVN):Qualifications:** VA HANDBOOK 5005/3 PART II APPENDIX G13 LICENSED PRACTICAL OR VOCATIONAL NURSE QUALIFICATION STANDARD <http://vaww.va.gov/OHRM/Directives-Handbooks/Documents/5005.pdf> Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC) **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, and demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas.

**OPTION 3: Medical Assistant (MA):Qualifications:** Completion of an approved medical assistant training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Accrediting Bureau of Health Education Schools (ABHES), or by any accrediting agency recognized by the United States Department of Education or a current and active Certified Medical Assistant (CMA) or Registered Medical Assistant (RMA) from The American Association of Medical Assistants (AAMA) or the American Medical Technologists (AMT). Other credentials such as completion of a medical services training program of the Armed Forces of the United States may be accepted based on Chief of Staff determination.**Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, and demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas.

**OPTION 4: Health Care Technician (HCT) (as part of PACT team let not for other Tele health: Qualifications:** Completion of an approved medical assistant training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Accrediting Bureau of Health Education Schools (ABHES), or by any accrediting agency recognized by the United States Department of Education or a current and active Certified Medical Assistant (CMA) or Registered Medical Assistant

(RMA) from The American Association of Medical Assistants (AAMA) or the American Medical Technologists (AMT). Other credentials such as completion of a medical services training program of the Armed Forces of the United States may be accepted based on Chief of Staff Determination. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas.

- 2.2.4. **TEAMLET MEMBER 4: CLERICAL ASSOCIATE: FTE Ratio Performance**  
**Standard:** Current standards are 1200 active patients per full time clerical associate.  
**Qualifications:** Required education and experience demonstrating skills and abilities to perform duties ensuring smooth site operations. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

### **2.3. DISCIPLINE SPECIFIC PACT TEAM MEMBERS (REQUIRED FOR ALL SITES):**

- 2.3.1. **DISCIPLINE SPECIFIC 1: Licensed Clinical Social Worker: FTE Ratio**  
**Performance Standard:** 0.5 FTE per 1200 active patients. **Qualifications:** Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC) Social Workers providing services under this contract must have a Master's degree in Social Work (MSW) from a school accredited by Council on Social Work Education (CSWE). **VA HANDBOOK 5005/23 PART II APPENDIX G39 SOCIAL WORKER QUALIFICATION STANDARD GS-185**  
[http://www1.va.gov/vapubs/viewPublication.asp?Pub\\_ID=481&FType=2](http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=481&FType=2) **Position Responsibilities:** Responsible for the provision of ~~covered~~ general social work services to enrolled and unassigned patients presenting for care.

- 2.4. **LICENSE AND ACCREDITATION:** Contract physician(s) and all other contract licensed providers assigned by the Contractor to perform the services covered by this contract shall have a current license to practice in the state where the outpatient site is located. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contract providers who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

- 2.4.1. Technical Proficiency/Board Certification: Personnel shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently.
- 2.4.2. The Contractor must ensure that all individuals who provide services and/or supervise services at the Contractor's Outpatient Site of Care, including individuals furnishing services under contract are qualified to provide or supervise such services.
- 2.4.3. Contractor staff qualifications, licenses, certifications and facility accreditation must be maintained throughout the contract period of performance. In the event that Contractor's staff is

not directly employed by the treating facility, documentation must be provided to the COR to ensure adequate certification. All actions required for maintaining certification must be kept up to date at all times. Documentation verifying current licenses, certifications and facility accreditation must be provided by the Contractor on an annual basis.

- 2.4.4. The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are properly licensed at all times under the applicable state law and/or regulations of the provider's license, and shall be subject to credentialing and privileging requirements by VA.
- 2.4.5. The Contractor shall not permit any employee to begin work at an Outpatient Site of Care prior to confirmation from the VA that the individual's background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the VA Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until such time as the deficiency is corrected:
  - 2.4.5.1. The VA will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.
  - 2.4.5.2. The VA may refer the matter to the appropriate licensing authority for action, as well as notify the patient that he/she was seen by a provider outside the scope of the contract and may pursue further action.

**2.5. CREDENTIALING AND PRIVILEGING:** Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This VHA Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the FSMB; credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for other required providers.

- 2.5.1. Contractor shall ensure that all Physicians, Podiatrists, Diagnostic Radiology Technologist, Social Workers and any specialist that requires licensure or accreditation under this contract participate in the Credentialing and Privileging process through VHA's electronic credentialing system, "VetPro." No services are to be provided by any contract provider requiring credentialing until the parent VA Medical Executive Board and Director have granted approval. The Contractor shall be provided copies of current requirements and updates as they are published.
- 2.5.2. Credentials and Privileges shall require renewal annually in accordance with VA and TJC requirements. Credentialed providers assigned by the Contractor to work at the site shall be required to report specific patient outcome information, such as complications, to the VA. Quality improvement data provided by the Contractor and/or collected by the VA will be used to analyze individual practice patterns. The Service Chief, Primary Care Service Line will utilize the data to formulate recommendations to the Medical Executive Board when clinical privileges are being considered for renewal.
- 2.5.3. Contractor shall ensure that all Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants to be employed under this contract also participate in the Credentialing process through VA's "VetPro," in accordance with VHA Handbook 1100.19. Since Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are not recognized by the VA as independent practitioners, they function under a VA Scope of Practice (not Clinical Privileges). The VA Scope of Practice must adhere to applicable practice acts within that state. The credentials and scope of

practice for Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are reviewed at the time of the initial appointment and at least every two years thereafter by an appropriate VA discipline-specific Professional Standards Board.

- 2.6. **CME/CEU:** Contractor staff registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credentials office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.
- 2.7. **TRAINING (ACLS/BLS/VA MANDATORY):** Contractor staff shall complete VA mandatory training as requested and complete ACLS/BLS training and keep ACLS/BLS certifications current throughout the life of the contract. Copies of current certifications shall be provided to the COR.
- 2.8. **ACCESS TO PATIENT INFORMATION:** In performance of official duties, Contractor's provider(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. Contractor's provider(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.
  - 2.8.1. Contractor staff shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished annually. Contractor staff shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please email or fax training certificates to the Contracting Officer at Kevin D Pollard2@va.gov.
  - 2.8.2. In addition, if providing medical services, Contractor staff will attend CPRS training prior to providing any patient care services. Contractor staff shall document patient care in CPRS to comply with all VA and equivalent TJC standards.
- 2.9. **RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS:** Contractor staff having access to VA Information Systems is required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor for the respective facility.
- 2.10. **STANDARD PERSONNEL TESTING (PPD, ETC):** Contractor shall provide statement that all required infection control testing is current and that the contractor is compliant with OSHA regulations concerning occupational exposure to blood borne pathogens. The Contractor shall also notify the VA of any significant communicable disease exposures and the VA will also notify the contractor of the same, as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel ( as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
- 2.11. **NATIONAL PROVIDER IDENTIFICATION (NPI):** All Contractors who provide billable healthcare services to VA; VHA, shall obtain a NPI as required by the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier Final Rule, administered by the CMS. This rule establishes assignment of a 10-digit numeric identifier for Contractor staff, intended to replace the many identifiers currently assigned by various health plans. Contractor staff needs only one NPI, valid for all employers and health plans. Contractor staff must also designate their Specialties/Subspecialties by means

of Taxonomy Codes on the NPI application. The NPI may be obtained via a secure website at:  
<https://nppes.cms.hhs.gov/NPPES>

- 2.12. **CONFLICT OF INTEREST:** the Contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

**2.13. CITIZENSHIP RELATED REQUIREMENTS:**

- 2.13.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs.
- 2.13.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.
- 2.13.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
- 2.13.4. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
- 2.13.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.
- 2.14. **ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT:** In accordance with The Health Insurance Portability and Accountability Act (HIPAA) and the Balanced Budget Act (BBA) of 1977, the VA OIG has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
- 2.14.1. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed Contract staff and/or firm(s) are not

listed. Contractors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contract staff and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

2.14.2. By submitting their proposal, the Contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Contractor and/or firm is/are not listed as of the date the offer/bid was signed.

2.15. **NON-PERSONAL SERVICES:** The parties agree that The Contractor, contract staff, agents and sub-Contractors shall not be considered VA employees for any purpose. All individuals that provide services under this resultant contract and are not employees of the Contractor shall be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by any and all of its subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service.

2.16. **CONTRACT PERSONNEL:** The Contractor shall be responsible for protecting all Contractor personnel furnishing services. To carry out this responsibility, The Contractor shall provide or certify that the following is provided for all contract staff providing services under the resultant contract:

- Workers' compensation
- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments

2.17. **INHERENTLY GOVERNMENTAL FUNCTIONS PROHIBITED.** This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.18. **TORT:** The Federal Tort Claims Act does not cover Contract staff. When a contract staff member has been identified as a provider in a tort claim, The Contractor's staff member shall notify the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's provider's action or non-action is the responsibility of The Contractor and/or insurance carrier.

2.19. **RYAN HAIGHT ACT:** In support of providing Veterans access to comprehensive Telehealth services, including the provision of controlled substances in compliance with the Ryan Haight Act, Contractor shall apply for DEA registration if this option is available under state law. If DEA registration is not available under state law or the contractor is unable to obtain DEA registration, Contractor shall ensure a DEA registered provider is able to be present in the room with the patient during discussions of controlled substances prescriptions, at

telehealth visits in which controlled substances are prescribed, if the patient has not had at least one prior in-person medical assessment with the prescribing provider.

**3. HOURS OF OPERATION:** The following outlines the required hours of operation:

**3.1. BUSINESS HOURS:** Monday – Friday 0800-1630. May be open additional hours with notice and permission from the COR. Contractor may be open some Federal Holidays, however, the parent facility will be closed as outlined below. Any other regular office closures by Contractor (extended holidays, i.e. day after Thanksgiving, Christmas Eve, Good Friday), will be submitted with proposal.

**3.2. EVENING HOURS:** N/A

**3.3. WEEKEND HOURS:** N/A

**3.4. FEDERAL HOLIDAYS:** The following holidays are observed by the Department of Veterans Affairs:

New Year's Day  
Washington's Birthday  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Christmas  
Any day specifically declared by the President of the United States to be a national holiday.

**4. CONTRACTOR RESPONSIBILITIES:**

**4.1. GENERAL:** Contractor performing services under this contract shall provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Contractor's outpatient site of care must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure continuity of health care. The Contractor shall provide services solely dedicated to veterans regardless of gender or age. Those patients needing specialty care shall be referred to VA.

**4.2. REGISTRATION, ENROLLMENT, CO PAYMENTS AND EPISODIC CARE  
REGISTRATION AND ENROLLMENT**

**4.2.1.1. REGISTRATION AND ENROLLMENT:**

**CONTRACTOR RESPONSIBILITY:** All veterans applying for care at the Contractor's Outpatient Site of Care shall have an application processed in VISTA by the Contractor to determine priority enrollment category for benefits. The Contractor shall provide Veterans with appropriate form and correct address to mail form to SVAHCS.

**VA RESPONSIBILITY:** VA is responsible for all processes of registration and enrollment. Any questions related to registrations, enrollment, and dispositions can be referred to the Business Office at 307-672-3473.

**4.2.1.2. FINANCIAL ASSESSMENTS:**

**CONTRACTOR RESPONSIBILITY:** For some veterans, an annual assessment of household income (and sometimes assets) must be completed by the veteran prior to being seen by the Contractor's provider. The Contractor shall provide a blank VA Form 10-10EZR (Renewal Application for Health Benefits) to the veteran; and the veteran will fill it out completely, including the financial information on side two of the form. The Contractor shall also provide Veterans with correct address to mail form to SVAHCS or fax form to appropriate SVAHCS staff if Veteran returns form to Contractor's site.

**VA RESPONSIBILITY:** VA is responsible for all processes of financial assessments. Any questions can be addressed to the Business Office at 307-672-3473.

**4.2.1.3. ENROLLMENT VERIFICATION AND EPISODIC CARE FOR UNASSIGNED/UNENROLLED PATIENTS.**

**CONTRACTOR RESPONSIBILITY:** The Contractor shall confirm eligibility of all patients presenting for care at the Contractor's site.

Contractor shall provide at no additional cost the approximately 10 total/month nurse-only, provider or lab visits to Veterans who are not enrolled (assigned) for care at the outpatient site of care. These visits occur when an unassigned Veteran, but who is an otherwise eligible Veteran, comes to the clinic seeking limited episodic care that cannot be provided by the Veterans assigned primary care provider/team at their preferred facility. The clinic shall ensure that the Veteran is triaged by a nurse and that any basic care that can be provided by the nurse and/or provider is provided.

Telehealth support for Patients Not Assigned at the Outpatient Site of Care – At no additional cost the contractor shall provide specialty telehealth visits with the SVAHCS parent for Veterans who are not enrolled (assigned) for care at the Outpatient Site of Care. These visits occur when a Veteran (not assigned to the site), but who is an otherwise eligible Veteran, requires a specialty telehealth visit with the parent SVAHCS (vs. requiring the patient to travel to the parent site). The Contractor shall support the scheduling and visit management as per requirements and normal routine as defined in the PWS.

**CO-PAYMENTS**

**CONTRACTOR RESPONSIBILITY:** The Contractor shall notify the patient that, depending on the priority group determination, there may be a co-payment.

**VA RESPONSIBILITY:** A co-payment may be assessed for in-patient and outpatient services, as well as pharmaceuticals, to veterans. This co-payment is determined by priority group status and the law. All VA co-payments shall be billed and collected by the VA and are not the responsibility of the Contractor. All disputes for VA co-payments shall be referred to the Business Office at 307-672-3473.

- 4.2.1.3.1. Contractor shall provide at no additional cost the approximately 10 total/month nurse-only, provider or lab visits to Veterans who are not enrolled (assigned) for care at the outpatient site of care. These visits occur when an unassigned Veteran eligible for VA health care comes to the clinic seeking limited episodic care that cannot be provided by the veterans assigned primary care provider/team at their preferred facility. The clinic shall ensure that the veteran is triaged by an appropriate clinical staff member and that any basic care that can be provided by the nurse and/or provider is provided. Contractor shall provide care for traveling Veterans in accordance with **VHA Handbook 1101.11(2), “Coordinated Care for Traveling Veterans”**  
[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3099](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099)

Telehealth support for Patients Not Assigned at the Outpatient Site of Care – At no additional cost the contractor shall provide specialty telehealth visits with the SVAHCS parent for Veterans who are not enrolled (assigned) for care at the Outpatient Site of Care. These visits occur when a Veteran (not assigned to the site), but who is an otherwise eligible Veteran, requires a specialty telehealth visit with the parent SVAHCS (vs. requiring the patient to travel to the parent site). The Contractor shall support the scheduling and visit management as per requirements and normal routine as defined in the PWS.

- 4.3. **PATIENT HANDBOOK:** The Contractor shall provide each patient with a copy of a patient handbook. A sample patient handbook which the Contractor can edit to apply specifically to the Basin Area CLINIC will be provided by the Sheridan VAMC. The handbook shall include: Address of Contractor’s Outpatient Site of Care, names of providers, telephone number(s), and office hours; Description of services provided; Procedures for obtaining services; Procedures for obtaining emergency services; and notice to the patient that they have the right to grieve eligibility related decisions directly to the VA.
- 4.4. **STANDARDS OF PRACTICE:** Contractor shall be responsible for meeting or exceeding VA and TJC (or equivalent) standards.
- 4.5. **PRIMARY CARE TASKS SUMMARY:** VHA HANDBOOK 1101.10 “Patient Aligned Care Team” outlines complete requirements for the PACT model. The PACT delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. Important components of the model include Patient Centered Care, Access, Care Management and Coordination as well as redesigning the team and work. Contractor shall provide all services in accordance with Handbook 1101.10. Information provided below summarizes the PACT model and Contractor requirements. See Handbook 1101.10 for more comprehensive information and requirements.

- 4.5.1. **ENHANCE PATIENT CENTERED CARE (PCC):** Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Contractor staff shall be required to complete the following tasks in order to begin to implement PCC:
  - 4.5.1.1. Engage the patient/family in self-management and personal goal setting
  - 4.5.1.2. Provide education pertinent to care needs and document the provision of that education.
  - 4.5.1.3. Provide support on site to enroll patients in MyHealtheVet & Secure Messaging
  - 4.5.1.4. Ensure staff is trained in self-management techniques, motivational interviewing, shared decision making as made available by VA.
  - 4.5.1.5. Clinic patients will be notified of all test results requiring action within 7 days and all test results not requiring action within 14 days.
- 4.5.2. **ENHANCE ACCESS TO CARE:** PACT strives for superb access to care in all venues including face to face and virtual care. Contractor is expected to enhance access to care by offering care in the following modalities:
  - 4.5.2.1. Face to Face Visit Access: Provide same day access for patients and increase (or establish) group visits and shared medical appointments
  - 4.5.2.2. Virtual Access- the contractor shall provide the following virtual access:
    - 4.5.2.2.1. Telephones: Phones should be answered by a “live” person with a focus on achieving first call resolution. First call resolution is taking care of the Veteran’s issue/request during that call. This approach requires thoughtful planning and strategy
    - 4.5.2.2.2. MyHealtheVet (MHV): Provide support to enroll Veterans into (MHV) to include full authentication for use of premium services (such as secure messaging).
    - 4.5.2.2.3. Secure Messaging (SM): Encourage & educate patients to use SM as a non-synchronous mode of communication; establish SM as a communication method in clinic and increase Veteran participation in SM.
    - 4.5.2.2.4. Telemedicine & Telehealth:
      - 4.5.2.2.4.1. Improve access to scarce medical services via telemedicine
      - 4.5.2.2.4.2. Increase Veteran enrollment in telehealth modalities
- 4.5.3. **ENHANCE CARE MANAGEMENT & COORDINATION OF CARE:** Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays, and emergency department visits. Clinic staff shall focus on the following actions to achieve improvements:

- 4.5.3.1. Improve Critical Transitions Processes: Inpatient to Outpatient: develop systems to identify admitted primary care patients; provide follow up care either by face to face visit or telephone visit within 2 days post discharge and document the follow up care in CPRS delivered and communicate among the team.
- 4.5.3.2. Enhance Primary Care To Specialty Care Interface
  - 4.5.3.2.1. Participate in electronic virtual consults & SCAN ECHO as available
  - 4.5.3.2.2. Develop resource listing of specialty care points of contact for nursing and medical care
  - 4.5.3.2.3. Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff
- 4.5.3.3. Enhance VA & Community Interfaces In Caring For Veterans
- 4.5.3.4. Develop a list of community points of contact
- 4.5.3.5. Develop mutually agreeable interface systems with community facilities and providers
- 4.5.4. **IMPROVE SYSTEMS FOR MANAGING THE CARE OF PATIENT POPULATIONS**
  - 4.5.4.1. Enhance Management of Patients with Chronic Illness
  - 4.5.4.2. Identify patients with suboptimal chronic disease indices from VHA databases (registries)
  - 4.5.4.3. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- 4.5.5. **ENHANCE HEALTH PROMOTION & DISEASE PREVENTION FOCUS IN CARE DELIVERY**
  - 4.5.5.1. Identify patients with preventive care needs from VHA databases (registries)
  - 4.5.5.2. Develop & implement plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- 4.5.6. **ENHANCE MANAGEMENT OF HIGH RISK VETERANS** (such as Veterans with frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and severely injured/disabled, frail elderly).
  - 4.5.6.1. Identify high risk patients from VHA databases (registries)
  - 4.5.6.2. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows.

- 4.5.6.3. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.

**4.5.7. IMPROVE PRACTICE DESIGN & FLOW TO ENHANCE WORK EFFICIENCY & CARE DELIVERY**

- 4.5.7.1. Maximize functioning of all team members through role and task clarification for work flow processes.
- 4.5.7.2. Ensure all team members work to their maximum ability/skill/license
- 4.5.7.3. Develop a plan to improve work flow process for visit or virtual care.
- 4.5.7.4. Conduct daily team let huddles to focus on operational needs for that day
- 4.5.7.5. Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.

**4.6. DIRECT PATIENT CARE:**

- 4.6.1. **PRIMARY CARE SERVICES SCOPE OF CARE:** Contractor shall provide Primary Care and Mental Health services supporting a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. The Contractor shall be responsible for scheduling initial and/or follow-up visits to primary care providers at the Contractor's outpatient site for Simple to Moderately Complex workload that can be appropriately managed in a primary care outpatient environment to include (but is not limited to) care for: Hypertension, Depression, Ischemic Heart Disease, Anxiety, Alcohol Misuse, Other Mental Health Conditions, Hypercholesterolemia, Degenerative Arthritis, Congestive Heart Failure, Respiratory Infection, Cerebral Vascular Disease, Chronic Obstructive Pulmonary Disease (COPD), Peripheral Vascular Disease, Urinary Tract Infection, Diabetes Mellitus, Common Dermatological Conditions, Chronic Pain, Acute Wound Management, Gastric Disease, Skin Ulcers (Stasis and Dermal), Anemia, Male Genitourinary (GU) Issues, Stable Chronic Hepatic Insufficiency, Cervical Cancer screening, Constipation, Osteoporosis, Common otic and optic conditions, Basic diagnostic, evaluation and tests for infertility, Preventative Medicine Screening and Procedures, Cervical Cancer Screening, Breast Cancer Screening, Pharmacology in Pregnancy & Lactation, Evaluation & Treatment of Vaginitis, Amenorrhea/Menstrual Disorders, Evaluation of Abnormal Uterine Bleeding, Menopause Symptom Management, Diagnosis of pregnancy and initial screening tests, Evaluation and management of Acute and Chronic Pelvic Pain, Recognition and management of Postpartum Depression and Postpartum Blues, Evaluation and management of Breast Symptoms, (Mass, Fibrocystic Breast Disease, Mastalgia, Nipple Discharge Mastitis, Galactorrhea, Mastodynia), Crisis Intervention; Evaluate psychosocial, wellbeing and risks including issues regarding abuse, Violence in women & Intimate Partner, Violence Screening, Personal and physical abuse, Verbal/Psychological abuse, Preconception Counseling and Assessment of abnormal cervical pathology.

- 4.6.2. **HISTORY AND PHYSICAL/SCREENING:** The Contractor shall be responsible for obtaining a complete history and physical examination which must be performed on the first visit (other than in exceptional circumstances\*) and annually. This examination shall be at a minimum a Level 3 Evaluation and Management (E&M) exam performed and documented by an authorized provider. Authorized providers include physicians (residents are physicians), physician assistants, clinical nurse specialists and nurse practitioners. CPT codes that meet this purpose include: 90791, 90792, 99203, 99204, 99205, 99213, 99214, 99215, 99243, 99244, 99245, 99283, 99284, 99285, 99343, 99344, 99345, 99349, 99350, 99385, 99386, 99387, 99395, 99396, 99397, 99455, and 99456. Cervical cancer screening is not required on first visit but must be accomplished within VA screening guidelines, documenting any outside results and meeting guidelines for a new patient within the guideline time limits. The complete history and physical examination shall be performed with documentation of Veteran problems via the on-line Problem List option in VISTA/CPRS computer system which shall be updated as needed on each subsequent visit. The Problem List shall be updated by the third visit and all subsequent visits, and include all significant diagnoses, procedures, drug allergies, and medications. \* Exceptional circumstances means the Veteran is seen for his first visit as an emergency for a shorter duration visit. In this case, a complete history and physical examination must be completed within 72 hours.
- 4.6.3. **REFERRAL FOR VA INPATIENT SERVICES** **THE Contractor shall be responsible to contact the Communications Center at 307-672-3473 to schedule admission should elective inpatient care be deemed necessary by the Contractor.** Should emergency inpatient care be deemed necessary by the Contractor upon evaluation of the Veteran patient at the site, the Contractor shall first call 911 to arrange for emergency transportation to the closest facility that provides emergency care. After the emergency situation is resolved, the Contractor shall notify the Transfer Coordinator at 307-763-2633 during normal working hours and the AOD at 307-672-3473 after normal working hours. Under no circumstances should emergent medical intervention be delayed pending administrative guidance from the VA. A non-VA care inpatient consult is required to be entered by the provider, after the patient has been transported to the emergency facility. After notification, the VA will make a determination of eligibility for payment purposes.
- 4.6.4. **EMERGENCY RESPONSE REQUIREMENTS:** The Contractor shall have a local policy or standard operating procedure defining how emergencies are handled, including mental health emergencies.
- 4.6.4.1. When a patient is seen at the Contractor's site of care and a provider deems emergency care necessary, the Contractor shall be responsible for contacting a local ambulance company if an ambulance is required to transport a patient to a local hospital for emergency care. Mental health emergencies must be considered with the same degree of urgency as other emergencies. The ambulance company shall be

instructed to bill the VA for these services at the following address: Patient Transportation Office, Sheridan VA Healthcare System 1898 Fort Road Sheridan, WY 82801. The Contractor's physician shall complete automated VA Form 2105, *Request for Special Transportation*, **a form provided by the VA** which serves as authorization for ambulance service payment. The automated VA Form 2105 must be signed by the physician and faxed to the Patient Transportation Office at (307-763-2633) the same day the ambulance is requested. The Contractor shall also notify the Communications Center at (307-763-2633) if a patient is transferred to a local hospital for emergency care by contacting the Communications Center at (307-763-2633), or after 4:30 PM and on weekends and holidays the Administrative Officer of the Day (AOD) at 307-672-3473

- 4.6.4.2. Persons not verified eligible for VA care who present to the Contractor in need of urgent or emergent care shall be treated on a Humanitarian basis until stable and discharged from the Contractor's Outpatient Site of Care, or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care by the Contractor, the patient will be billed directly by the VA and will be informed by the Contractor that he is not eligible to continue receiving services at this site.
- 4.6.4.3. Patients who self-refer to local emergency facilities and their associated charges for care are not the responsibility of the Contractor; and shall not be provided service under this contract, even if the designated Primary Care Provider under this contract is performing "on call" duties at the local facility. Patients who self-refer to emergency facilities should be referred to VA at SVAHCS Business Office at 307-672-3473 as soon as possible to determine if emergency care will be paid for by VA.
- 4.6.4.4. If an enrolled patient who is not actually receiving care in Contractor's facility contacts the Contractor, and the Contractor believes that the veteran needs emergency care that the Contractor cannot provide, the Contractor shall advise the patient to go to the nearest emergency care facility or call 911. The Contractor shall also advise the patient to contact the VA at SVAHCS Business Office at 307-672-3473 as soon as possible to determine if emergency care will be paid for by VA.
- 4.6.4.5. **Under no circumstances should emergency care be delayed pending administrative guidance from the VA.**
- 4.6.4.6. The Contractor shall maintain appropriate emergency response capability. Outpatient Sites of Care without ACLS teams are required to have an AED. The Contractor is responsible for performing the device checks and supplying monthly reports to the COR verifying that the checks are being performed in accordance with the contract requirements. Smaller sites that do not have the appropriate staff mix to manage a code need to dial 911 in addition to retrieving and using the AED. At these facilities, the Chief Medical Officer, in consultation with the code team at the VA, must determine the best location for AEDs throughout the facility. VHA Directive 2008-015, "Automatic External Defibrillators (AEDs)," dated March 12, 2008 (or subsequent revisions thereto). The VA will provide the Contractor with an AED and train Contractor's staff in its use and checks of the device.
- 4.6.5. **NON-EMERGENCY TRANSPORT REQUESTS** The Contractor shall be responsible for contacting the ECC SVAHCS 307-672-3473 to discuss the case with the ECC physician. In addition, a brief electronic Progress Note should be entered immediately

and electronically signed outlining the reason for the urgent referral to the ECC. The Progress Note should be completed in such time that the note is available for viewing by the ECC staff when the patient arrives for care. During regular business hours, the Contractor shall contact the Travel Assistants at SVAHCS 307-672-3473 and the Patient Transportation Office will make arrangements for either in-house or contract transfer. The Contractor's physician shall complete VA Memorandum Form 2105, *Request for Transportation*, and fax to the Travel Assistants at SVAHCS 307-672-3473. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at SVAHCS 307-672-3473 who will forward the call to the ECC physician. After regular business hours, the Contractor shall contact the AOD at SVAHCS 307-672-3473 for travel arrangements. VA Travel Assistants and/or AOD will respond to non-emergency transport requests.

- 4.6.5.1. **LABORATORY SERVICES:** CONTRACTOR RESPONSIBILITY: Entering orders for laboratory tests into VISTA utilizing the CPRS. Information concerning the laboratory tests is available in CPRS under the Tools Menu.

Ensuring the proper collection, collection supplies, and other preservation of specimens and providing appropriate specimen collection containers that are compatible with the instrumentation and methodology used by the VA laboratory.

Specimens must arrive at the VA in a condition that allows for safe specimen handling and not compromise the analyzers used for testing or specimen integrity. Specimens shall be shipped with a manifest. In the event specimens are received in a container that does not satisfy those requirements, the VA reserves the right to specify the collection container to be used. A listing of specimen collection containers and laboratory test panels/profiles utilized by the Sheridan VAHCS Lab is included on THE GUIDE TO CLINICAL LABORATORY SERVICES which is an attachment to this requirement. It includes instructions for specimen collection, specimen processing, shipping manifest, and packaging of specimens for transport. The Contractor may not purchase the specimen collection containers from the VA since Federal Acquisition Regulations prohibit the purchase of supplies for resale. Instructions for specimen collection, specimen processing, and shipping manifest, and packaging of specimens for transport is attached to this requirement. The VA will not be responsible for the quality of laboratory test results obtain from specimens improperly collected or labeled, processed (centrifuged and aliquoted) and/or transported by the Contractor. The Contractor shall be contacted to resolve any discrepancies identified on the shipping manifest. The Contractor shall be notified of any specimen or testing problems. All laboratory test results will be available through VISTA/CPRS upon completion. The Guide to Clinical Laboratory Services is available electronically on the Sheridan Intranet under Clinical References and/or by hardcopy. Questions regarding the Sheridan VAHCS laboratory services shall be addressed to the Sheridan VAHCS Lab Supervisor at 307-672-3473.

The Contractor shall supply any special preservatives required for specimen preservation. Frozen specimens shall be shipped on dry ice, if required, or acceptable substitute. If laboratory services are performed at a site other than the VA, the

Contractor is responsible for sending a copy of the results to the Sheridan VAHCS to be scanned to the Veteran's record.

**VA RESPONSIBILITY:** VA will provide the shipping container and pay for any costs associated with courier transportation services of specimens to the SVAHCS and for arranging such transportation in a proper secure method, daily, Monday through Thursday. No regular labs to be drawn on Fridays, federal holidays or the day preceding a federal holiday.

#### **4.6.5.2. ANCILLARY TESTING (POINT OF CARE AND WAIVED TESTING SERVICES)**

- 4.6.5.2.1. Mandated POC testing includes: Blood glucose testing.  
Pregnancy testing. Outpatient Site of Care must have point of care or stat pregnancy testing at the same site of care.
- 4.6.5.2.2. Non Mandated POC Testing N/A
- 4.6.5.2.3. The laboratory tests designated as waived under the Clinical Laboratory Improvement Amendments of 1988 and all amendments (CLIA'88, et al.), 42 CFR 493.15(b) and 493.15(c). In the CLIA regulations, waived tests were defined as simple laboratory examinations and procedures that are cleared by the FDA for home use; employ methodologies that are as simple and accurate as to render the likelihood of erroneous results negligible; or pose no reasonable risk of harm to the patient if the test is performed incorrectly. In order to perform these tests, The Contractor must apply for and maintain a current VA CLIA Certificate. The application for the VA CLIA Certificate, obtained from the Chief Medical Technologist, is sent to the National Enforcement Office who issues the CLIA Certificate.
- 4.6.5.2.4. In addition, the Contractor must apply for and maintain a WY Department of Health Level II Clinical Laboratory Permit. In the performance of these tests, the Contractor must comply with the terms and requirements of the Ancillary Testing Policy, (POCT-113-001). The Ancillary Testing Policy is available electronically or by hardcopy.
- 4.6.5.2.5. The Contractor must adhere to the VA (as detailed in VA handbook 1106.1) standards/requirements when performing ancillary laboratory tests. The results of all testing must be entered into the medical record through the laboratory software package in VISTA or CPRS template notes. The Contractor must take immediate action on any critical test result and immediately inform the VA, document the action taken through CPRS. It is the Contractor's responsibility to maintain the test systems/instruments in proper working order. When necessary, the Contractor must send quality control records and test results to the Ancillary Testing staff for the purpose of troubleshooting test system/instrument malfunction. The Contractor must address all questions concerning waived and point of care testing to the Ancillary Testing staff at Testing Coordinator at the Sheridan VAHCS 307-672-3473.
- 4.6.5.2.6. The VA will provide the test systems/instruments and reagents for contractor waived testing The Contractor must contact the VA Ancillary Testing staff prior to

purchasing fecal occult blood test kits to ensure consistency of methodology/manufacturer. If the VA changes fecal occult blood testing methodology/manufacturer, the Contractor must comply with the change to maintain the same standard of care. All of these test systems/instruments are from manufacturers that have received 510(K) clearance from the FDA. The VA will provide test procedures and training materials, initial training, and annual competency assessment. The Ancillary Testing staff will make periodic visits to the Contractor's site and monitor the quality control and test results to ensure accuracy and, consistency, and adherences to VA policies and requirements.

- 4.6.5.2.7. All ancillary testing at the Contractor's site will be under the oversight of the VA Ancillary Testing Program. The Contractor is required to use the same test systems/instruments; quality control and reagent lot numbers used for ancillary testing performed at the VA (attach Waived Testing Test Systems/Instruments and Reagents – as an attachment from local policy and include Ancillary Testing Policy will determine this provide attachment file to Contracting Officer for RFP). When the VA Ancillary Testing Program upgrades waived test systems/instruments, the VA will furnish the Contractor with the new test systems/instruments to maintain the same standard of care. The Ancillary Testing staff will arrange for repair/maintenance in the event of system/instrument failure. If required, the Contractor shall provide a courier to transport instruments and/or reagents to the Contractor or the VA Ancillary Testing staff for linearity/correlation studies and minor repairs. The VA will purchase proficiency testing materials for the Contractor, and the Contractor must comply with the Pathology and Laboratory Medicine, CAP and TJC requirements/regulations for testing proficiency materials and submitting results.

- 4.6.6. **ELECTROCARDIOGRAM SERVICES-** MUSE-compatible EKGs shall be used which are interfaced with Vista Imaging. VA will provide EKG machine GE 5500 with modem to Contractor.. EKGs are done by the Outpatient Site of Care and documentation will be sent electronically from the GE 5500 EKG machine directly into Vista Imaging. When MUSE -compatible system is not available EKGs will be confirmed, interpreted and documented by the Contractor's licensed provider. The report will be scanned directly into Vista Imaging by the Outpatient Site of Care. The EKGs will be confirmed and/or read by Contractor's providers.

- 4.6.7. **PHARMACY SERVICES (PRESCRIPTION FULFILLMENT)**- Routine prescriptions will be dispensed by the VA and mailed to the veteran following appropriate Contractor's provider order entry in CPRS. The VA will review all submitted non-formulary and restricted medication consults in a timely manner in accordance with VA policy. VA Pharmacy Service will conduct routine inspections per local policy. The Contractor will provide all medications, including any necessary vaccines that are to be administered to patients in the clinic. Urgent/Emergent medications needed will be filled via contracted local pharmacy for up to 10 days. All other prescribed medications will be faxed/mailed to VA pharmacy for filling. The Contractor must abide by all Joint Commission (or equivalent accreditation body) and VA policy on the storage, security and handling of all medications held in their clinic and comply with all monthly ward inspections and the recommendations generated from those inspections, as conducted by VA Pharmacy Service.
- 4.6.8. **PHARMACY SERVICES:** The Contractor shall be responsible for prescribing medications as medically indicated. Prior to prescribing any medications, the Contractor shall review medication profiles in CPRS for duplicate therapy, drug-disease complications, drug-drug, drug-food, drug-lab interferences, appropriateness of dose, frequency and route of administration, drug allergy, clinical abuse/misuse, and documentation of medications obtained outside of the VA in CPRS "Non-VA" medications list, including over-the-counter and herbal agents and known allergies. The Contractor shall also query State Prescription Drug Monitoring Programs (PDMPs) before prescribing controlled substances per VHA Directive 1306 Querying State Prescription Drug Monitoring Programs (PDMP).
- 4.6.8.1. Medication orders for all controlled substances prescriptions must be entered into CPRS (as per local policy) using the appropriate e-prescribing process (e.g., PIV card). In event of computer down-time, written prescriptions (on an authorized VA Form 10-2577F or other State or Federally approved controlled substance order form) must be used and shall be couriered, signature-confirmed, to the VA Pharmacy-designated point of contact at the end of each business day. The VA will dispense controlled substances in accordance with Federal Law CFR Title 21 1300-end. It is fully expected that all providers will maintain active PIV cards at all times in order to comply with required prescribing guidelines on controlled substances, as applicable.
- 4.6.8.2. The Contractor is required to utilize the VA National Formulary. The formulary is available electronically under Drug File Inquiry in the VistA physician package. Non-formulary and Restricted medications are marked "NF" or "Restricted" in the CPRS drug file. Changes to the formulary affecting prescribing will be sent to the Contractor electronically through Outlook messages. Non-formulary or restricted medications may be reviewed for approval with appropriate clinical justification by utilization of the electronic non-formulary/restricted medication consult request process in CPRS. The Contractor is required to follow all national VA guidelines for the use of non-formulary or restricted medications, and to support evidence-based VA cost savings initiatives undertaken by the local VA. These guidelines may be accessed in CPRS through the Tools menu, Web links,

Pharmacy Benefits Management website or directly through the PBM website at [VA National Formulary](#). The Contractor is required to adhere to the VA Dual Care Policy.

- 4.6.8.3. **NOTE: The Contractor's providers must enter documentation in the NonVA medication section of CPRS for any medication(s) patients are taking that are not issued by VA.**
- 4.6.8.4. A patient's new allergy information shall be entered into the patient's record via CPRS. The specifics of the patient's allergy or adverse drug reaction, if known, must be included in the documentation. VA Pharmacy is not permitted to dispense any prescriptions without documentation of a patient's allergies being listed in the chart (or documentation that no known allergies exist as appropriate).
- 4.6.8.5. All medications and supplies used in the treatment of outpatients on premises are required to be stored and secured to meet compliance with The Joint Commission (TJC) standards, VHA policy, and OSHA guidelines. Efforts should be made to limit the number of ward stock medications and supplies stored at the Outpatient Site of Care. The Contractor is responsible to ensure all medications are subject to routine inspection, as required by VA Pharmacy and meet all VA policy and TJC standards for medication management.
- 4.6.8.6. In accordance with TJC standards, the Contractor shall actively participate in routine inspections in collaboration with the local VA Pharmacy on a VA-specified regular basis. All medication storage sites will be inspected to ensure that medications are being stored properly (e.g., under appropriate refrigeration, if required; externals separated from internals; expiration dates checked, etc.) and VA Medication Inspection Form (VA Form 10-0053) will be completed, signed by the inspecting Pharmacy personnel and the Clinic Nurse Manager. This information will be used in conjunction with the COR's quarterly evaluation of the Contractor's performance. Follow-up on all recommendations identified and resolution of all identified discrepancies on the Medication Inspection Form will be completed in a timely manner by Clinic Personnel.
- 4.6.8.7. The Contractor shall be responsible for providing all necessary information for each provider with prescriptive authority to the VA Credentialing Office (or as designated by the local VA).
- 4.6.8.8. New drug orders: The contractor shall ensure that at least 95% of all new drug order requests follow all VA National Formulary prescribing guidelines.
- 4.6.8.9. The Contractor shall provide medication counseling to patients, family or caregivers in accordance with State and Federal laws and VHA requirements, including, but not limited to:
- 4.6.8.10. Medication instructions regarding drug, dose, route, storage, what to do if dose is missed, self-monitoring drug therapy, precautions, common side effects, drug-food interactions, and medication reconciliation, and importance of maintaining an accurate and up-to-date list of all medications (including herbals and over-the-counter medications), along with any verbal and/or written instruction provided. Confirmation and documentation of patient/caregiver instruction and the patient's/caregiver's understanding of the instructions including telephone contacts must be documented in CPRS Progress Notes.
- 4.6.8.11. Instructions of VA refill process (VA patient handout).

- 4.6.8.12. Instructions to veterans and/or caregiver on the safe and appropriate use of medication-related equipment being supplied shall be documented in the veteran's medical record.
  - 4.6.8.13. Instructions on [Coordinated Care for Traveling Veterans](#) (or subsequent revisions thereto).
  - 4.6.8.14. Instructions on [VA National Dual Care Policy](#) (or subsequent revisions thereto).
  - 4.6.8.15. Reports of Adverse Drug Events (ADEs) will be documented in the patients' medical record (under the Allergy/Adverse Drug Reaction tracking option in CPRS), with the specifics of the event documented as outlined in local VA policy and forwarded to VA Pharmacy as they occur via 307-672-3473 or if unavailable, contact COR.
  - 4.6.8.16. All medication errors and medication-related incidents shall be reported immediately to the Chief, Pharmacy Service or designee and submitted to the local VA Patient Safety on the local VA-approved Incident Report form.
  - 4.6.8.17. Customer complaints regarding pharmacy services must be addressed by the VA Pharmacy Service. Reports of such complaints must be recorded and forwarded to the VA Chief, Pharmacy Service on a routine and timely basis.
  - 4.6.8.18. The Contractor must work in collaboration with VA Pharmacy Service when there are identified unique medication management needs of the patients and submit appropriate Non-formulary/Restricted CPRS consults where appropriate for further review. Examples of this include notification and management of patients that are taking medications that pose a medication safety concern or patients that are taking medications that require therapeutic substitution based on formulary or medication safety concerns. Contractor requirements will be further identified by VA governing bodies and VA Pharmacy.
  - 4.6.8.19. In accordance with TJC regulations, the Contractor shall provide the patient with an accurate, reconciled list of medication to include medications that the patient is receiving from the VA, medications that he takes from non-VA providers, and any OTC, herbal or alternative medications that the patient reports taking. The Contractor shall meet all requirements of [Medication Reconciliation](#) (or subsequent revisions thereto) as well as any VA policy related to medication reconciliation. The Contractor shall also provide monthly monitors to MCM 11-22 or compliance with Medication Reconciliation per Medical Center MCM 11-22 which can be obtained from the Chief, Pharmacy at 307-675-3180.
  - 4.6.8.20. The Contractor shall meet all requirements for anticoagulation management outlined in [Anticoagulation Therapy Management](#) (or subsequent revisions thereto) as well as VA policy related to the management of patients on anticoagulation. The Contractor shall provide Quarterly and annual anticoagulation quality assurance summaries as outlined by the local Pharmacy & Therapeutics Committee. For questions, please contact, POC, VA Anticoagulation Coordinator 307-675-3180
- 4.6.9. **CLINICAL PHARMACY SERVICES –**  
The parent facility will provide CPS through telehealth or telephone. Contractor will facilitate scheduling as needed and outlined in Section 4.6.11.
- 4.6.10. **TELEPHARMACY SUPPORT SERVICES -**  
Telehealth services at the Contractor's location as appropriate. Clinical Pharmacy services will be provided by the VA pharmacy or through the contractor depending on the location and in some instances may be provided via telehealth capabilities.

- 4.6.10.1. Space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VA via electronic transmissions.
- 4.6.10.2. Contractor shall provide clerical support, including scheduling, and ancillary support for VA tele pharmacy services as appropriate. The support services should be consistent for each scheduled clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling. The Contractor's Telehealth Clinical Technician shall facilitate use of the equipment for the veterans.
- 4.6.10.3. The VA will maintain the VA-provided telehealth equipment. VA will also provide the networking capability to support the telehealth equipment.
- 4.6.11. **Primary Care Mental Health Integration Services:**  
 Very large CBOCs, those seeing more than 10,000 unique veterans each year, must have integrated mental health services that operate in their primary care clinics on a full-time basis. These services need to utilize a blended model that includes co-located collaborative care and care management. See Chapter 21 of the Handbook 1160.01 "Uniform Mental Health Services" at [http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1762](http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1762) for more details.  
 Large CBOCs, those seeing between 5,000 and 10,000 unique veterans each year, must have on-site integrated care clinics utilizing a blended model that includes co-located collaborative care and care management, using the Behavioral Health Laboratory, TIDES, or other evidence-based models. The hours and days of availability of integrated care services can vary depending upon the clinical needs of the patient population.  
 Mid-sized CBOCs, those seeing between 1,500 and 5,000 unique veterans, must have an on-site presence of mental health services available to primary care patients who need them. The distribution of services between integrated care and mental health clinics can vary depending upon the clinical needs of the patient population.  
 Smaller CBOCs must provide access to general and specialty mental health services for those who require them by:  
 On-site full, or part-time, mental health staff;  
 Tele-mental health;  
 Referrals to nearby VA medical centers;  
 Referrals to nearby Vet Centers, when the services in these Centers meet the patient's needs and clinical standards of care;  
 Either sharing arrangements, contracts or non-VA fee basis care to the extent that the veteran is eligible with local providers; or organizations.
- 4.6.12. **SUICIDE PREVENTION** – The Contractor shall follow established Medical Center policy for suicide prevention, to include coordinating with the Suicide Prevention Coordinator, contributing to a high risk for suicide list, and establishing a Category II Patient Record Flag (PRF) as indicated. (See current Medical Center policy for more detailed information).

**NOTE:** *Mechanisms for support may include appointing more than one SPC, appointing care managers for high-risk patients, or providing program support assistants. The SPC's commitment to suicide prevention activities must include, but is not limited to:*

- 4.6.12.1.1. Tracking and reporting on veterans determined to be at high risk for suicide and veterans who attempt suicide;
- 4.6.12.1.2. Responding to referrals from the National Suicide Prevention Hotline and other staff;
- 4.6.12.1.3. Training staff who have contact with patients, including clerks, schedulers, and those who are in telephone contact with veterans, so they know how to get immediate help when veterans express any suicide plan or intent;
- 4.6.12.1.4. Collaborating with community organizations and partners, and providing training to their staff members who have contact with veterans;
- 4.6.12.1.5. Providing general consultation to providers concerning resources for suicidal individuals, as well as expertise and direction in the areas of system design to prevent suicidal deaths within their local VA medical centers.
- 4.6.12.1.6. Working with providers to ensure that:(a) Monitoring and treatment is intensified for high risk patients; and(b) High-risk patients receive education and support about approaches to reduce risks.
- 4.6.12.1.7. Reporting a monthly basis to mental health leadership and the National Suicide Prevention Coordinator on the veterans who attempted or completed suicide along with requested data that is used to determine characteristics and risks associated with these groups of veterans. **NOTE:** *This information is tracked and trended on a national level by the Center of Excellence at Canandaigua, NY.*
- 4.6.12.1.8. Ensure patient safety and in order to initiate problem-solving about any tensions or difficulties in the patient's ongoing care. The Contractor's SPC and each patient's principal mental health providers must work together to monitor high-risk patients to ensure that both their suicidality and their mental health or medical conditions are addressed. Each VA medical center must establish a high risk for suicide list and a process for establishing a Category II Patient Record Flag (PRF) to help ensure that patients determined to be at high risk for suicide are provided with follow up for all missed mental health and substance abuse appointments (see current VHA policy for more detailed information).**NOTE:** *Contractor site shall support and implement each component of VA's Suicide Prevention Program, and support the activities of the SPCs by ensuring they have the time and resources needed.*

4.6.13. **PREVENTION AND MANAGEMENT OF VIOLENCE:** All Contractor Staff members must meet current VA training requirements on the prevention and management of disruptive behavior.

4.6.14. **TELEPHONE ACCESS TO CLINICAL CARE:** The Contractor must make provisions for toll free telephone care, twenty-four (24) hours a day, seven (7) days a

week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033, "Telephone Service for Clinical Care," dated 10/11/07 (or subsequent revisions thereto) located at

[http://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1605](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605). This directive establishes benchmarks for telephone service, which will be used by VA to monitor Contractor performance (e.g., call volume, abandonment rate, and average speed to answer). Benchmarks include an average speed of answer by a live person within 30 seconds and a call abandonment rate of less than 5%.

- 4.6.14.1. Contractor's delivering care for >5,000 patients are required to implement an automated call distribution system and report telephone metrics on the VSSC Telephone Access Database.
- 4.6.14.2. **After Hours Telephone Care:** This requirement is met if the Contractor makes arrangements with the parent VA facility after hours WHEN call center to provide after-hours telephone access. It is recommended that the Contractor's telephone rolls over to the VA after-hours number if technology allows. If not, the after-hours telephone message should clearly provide instructions regarding access to WHEN telephone triage.
- 4.6.14.3. **Business Hours Telephone Care:** Contractor's shall 1) answer all incoming calls with a "live person" (vs. voice mail) and 2) resolve the patient's reason for calling while on the phone with the Veteran (known as First Call Resolution).
- 4.6.15. **TELE HEALTH SUPPORT:** Contractor shall implement VHA Telehealth Services using guidance provided within VHA Clinic Based Telehealth Operation Manual and VHA Home Telehealth Operation Manual.  
<http://vaww.infoshare.va.gov/sites/telehealth/docs/cbt-ops-manual.docx>

Contractor shall support the delivery of clinical care in situations in which patient and provider are separated by geographic distance. It is the responsibility of the contractor to ensure that in the event of a patient emergency, e.g. acute medical event, violence or threat of self-harm that explicit processes are in place that ensures a distance provider can alert the clinic and institute the appropriate actions to protect patients and/or staff from harm. These processes must be regularly checked to ensure they are operational and meet specified response times. Links to VA telehealth resources that detail clinical, technology and business associated processes. These are provided for information and to guide the contractor in configuring the telehealth services that VA requires. The contractor cannot assume that all clinical, technology, business, regulatory and legal aspects of telehealth that apply to VA and VA practitioners will automatically apply to a third party contracting for telehealth-related services with VA. It is the responsibility of the contractor to ensure that all services provided by a third party to VA using telehealth meet all such requirements staff, Space and Equipment requirements shall be as required by this document. TCTs shall be qualified as specified in this document. Sufficient band width is required for satisfactory communication.

- 4.6.16. **TELE- RETINAL SERVICES:** The Contractor shall provide tele retinal imaging services for a target population of patients, to include those with Diabetes Mellitus who have not been evaluated for retinopathy within the past year. The contractor's Primary Care Providers (PCPs) will determine, based on CPRS eye clinic records or patient eye history documented in CPRS, which patients need to be imaged.

- 4.6.17. **TELE-DERMATOLOGY SERVICES:** The Contractor shall be prepared to provide medical specialty consultative services in Dermatology. VA will provide all necessary equipment and supplies, to include: specialized camera with associated memory cards, tripod, storage case, battery pack and cleaning equipment; transmission software; cleaning supplies with instructions; and rulers. The Contractor shall be required to: Identify a TCT provider to measure and photograph (using VA provided rulers and a tele-derm camera) potential dermatologic concerns; using VA provided Vista Imaging software, utilize the trained staff member to transfer images from the tele-derm camera to an existing computer workstation at the Contractor's site, then transmit the images to the VA Dermatology Department for consultative analysis; initiate treatment, as directed by the VA Dermatology Department; provide for storage of one tele-derm camera (and associated supplies) and the ability to move the camera to various exam rooms to take photos of potential dermatologic concerns; clean camera, as needed, and request maintenance/repair, beyond user-level, from VA Biomedical Repair.
- 4.6.18. **NON-EMERGENT SPECIALTY CONSULTATIONS AND DIAGNOSTIC TESTS NOT PERFORMED AT THE CONTRACTOR'S SITE:** Non-emergent specialty consultations and diagnostic tests not performed at the Contractor's site will be performed at the VA. Contractor shall request specialty consultations electronically through CPRS and include consult service requested, urgency, diagnosis (when required), and reason for request. Any and all additional information required by some Specialty Sections must be entered by the referring Contractor's Primary Care Provider via the consult template.
- 4.6.19. The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. The VA serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by the VA. The VA is responsible for communicating with the Contractor results of any treatment provided by the VA for the patient. The primary communication link will be the computerized patient record system in CPRS. Consult services available at VA via electronic request –:
- 4.6.19.1. Medicine, Surgery, Other, Allergy, Anesthesia, Anticoag, Autopsy Request, Bariatric Surgery, Audiology Speech, Cardiology, Cardiac Surgery, Mental Health, Dermatology, Colorectal Cancer, Clinical Pharmacy, Emergency Dept. Referral Care, Community Based Care, Endocrine/Diabetes, ENT, Communication, General Medicine, General Surgery, Dental, Gastro Intestinal (GI), Gynecology, Laboratory, Hematology/Oncology, Neurosurgery, Geriatric, Hospice (Palliative Care), Ophth/Optomtry, Miscellaneous Team, Orthopedic, Nutrition & Weight, Infectious Disease, Plastic, Pain Management, Neurology, Podiatry, Pastoral Care, Pulmonary, Pressure, Primary Care, Renal, Ulcer/Wounds, Prosthetics, Rheumatology, Thoracic Surgery, Radiation Therapy, Therapeutic Phlebotomy, Transplant, Recreation, Vascular, (Liver/Renal), Rehab Medicine, Urology, Social Work, Urogynecology, Speech Pathology

- 4.6.20. **SPECIALTY CONSULTATIONS, DIAGNOSTIC TESTING AND CARE PROVIDED AT VA AND SITES OTHER THAN THE CONTRACTOR'S SITE** The charges incurred from *non-emergent* specialty evaluations, diagnostic testing, and care provided at sites other than the VA will be the responsibility of the Contractor, unless prior authorization is obtained from the Fee Basis Section SVAHCS Business Office 307-672-3473. A request for Authorization for Outpatient Fee Basis Services is requested by the ordering Provider by completing the CPRS Generic Fee Consult with full vendor information including name, address, fax, phone and date of appointment, if the date of appointment is known. Subsequent approval may be granted upon review by the Fee Basis Approving Physician or Nurse. These authorizations, however, will be granted only in rare instances, as *non-emergent* referrals should be made to the VA.

4.6.21. **WOMEN VETERANS HEALTH CARE**

See VHA Directive 1330.01 Health Care Services for Women Veterans for more information on women's health care requirements.

[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=5332](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5332)

4.6.21.1. **Breast Cancer Screening**

Requests for screening, and diagnostic mammograms, breast ultrasound (US) and MRI must be initiated by the Contractor's provider via an order placed into the Vista Radiology package. This order must be entered regardless of where the Veteran will obtain the mammogram.

The Contractor must ensure, prior to services being rendered, that the mammography facility is certified by the FDA, or a State that has been approved by FDA under 21 C.F.R. 900.21 to certify mammography facilities. Any change in either the accreditation or certification status of a referral mammography facility will be communicated to SVAHCS Business Office 307-672-3473 within one working business day after you become aware of such change.

Outsourced mammography reports received as hardcopy, must be scanned into Vista Imaging. All reports must include the appropriate BI-RADS code including the FDA mandatory final assessment wording category. Mammogram results (BI-RADS codes) must be entered and associated to a radiology order in Computerized Patient Record System (CPRS). Systems for tracking and management of mammography and breast cancer will not operate accurately without BI-RADS entered into CPRS and associated to a radiology order. All outsourced mammogram written reports must be returned to the ordering provider within 30 days as per Mammography Quality Standards Act and Program (MSQA). Consistent with the requirements of 21 CFR Part 900.12(c), mammography facilities are required to establish a documented procedure to provide a lay summary of the written mammography report to the patient within 30 days from the date of the procedure.

Mammography facilities must notify patients and ordering providers of positive examinations (results of "Suspicious" or "Highly Suggestive of Malignancy" (BI-RADS codes 4 or 5, respectively) within 3 business days. The mammography facility must ensure the ordering provider is contacted by telephone with all critical results. The ordering provider must document in radiology report when and to whom they spoke. The ordering provider shall discuss the meaning of the findings with the patient and the alternatives for further study, treatment, or referral. Per VHA Directive 1088, Communicating Test Results to Providers and Patients, ordering provider or designee must communicate the results of normal mammograms to the patient within 14-calendar days of receiving the results. All mammogram results requiring action must be communicated by the ordering provider or designee to patients no later than 7-calendar days from the date the results are available to the ordering provider. Communication must be documented in CPRS. If indicated, the ordering provider is expected to also communicate and document a follow up diagnostic or treatment plan. The fact that an outside radiologist may discuss findings with the patient does not remove the obligation of the ordering provider to discuss the findings and a follow-up plan with the patient. Significant abnormalities may require review and communication in shorter timeframes and 7 calendar days represents the outer acceptable limit. For abnormalities that require immediate attention communication needs to occur in the timeframe that minimizes risk to the patient.

#### 4.6.21.2. **Cervical Cancer Screening**

Cervical cancer screening must be performed in accordance with VHA guidelines. The results of normal (no evidence of malignancy (NEM)) cervical pathology must be reported to the ordering provider within 30-calendar days of the pathology report being completed. The interpreting pathologist must ensure the ordering provider is contacted with abnormal results within 5-business days.

The cervical pathology report of normal NEM results must be communicated to the patient in terms easily understood by a layperson within 14-calendar days from the date of the pathology report and the Human Papilloma Virus (HPV) report becoming available to the ordering provider. Documentation of a letter and/or verbal communication with the patient must be entered into CPRS. If using the United States Postal Service, confirmation of the receipt of these results is not required. For any abnormal cervical pathology report, the results must be communicated within 7-calendar days of the report (including cytology and HPV) becoming available to the ordering provider.

#### 4.6.21.3. **Tracking and Care Coordination**

Any known change in either the accreditation or certification status of a referral mammography facility will be communicated between the Contractor and the Fee Basis section of the Business Office immediately upon receiving such knowledge.

If the off-site contracted mammography facility notifies the referring VA ordering PCP or surrogate by telephone of critical results, PCP must document in radiology report when and to whom they spoke. The Contractor must have a process established that ensures timely tracking and follow-up of all abnormal mammogram results. The Women's Program Manager will be consulted to establish appropriate tracking.

For results of "Suspicious" or, "Highly Suggestive of Malignancy," this communication occurs as soon as possible but no later than 3 business days after the mammogram procedure. Responsibilities for VA on-site provider notifications may be found in VHA Handbook 1105.03 (dated April 28, 2011) Hard copies of reports from sites other than the Contractor's

must be scanned by the Contractor into the electronic medical record maintained at the Outpatient Site of Care. No hard copies of medical records will be maintained.

Each certified VA Mammography Program and off-site non-VHA mammography provider is required to establish a documented procedure to provide a lay summary of the written mammography report to the patient within 30 days from the date of the procedure. The documentation of letters, reports, and/or verbal communication with the patient in the patient's medical record must be in accordance with VA or MQSA standards and guidelines in accordance with VHA Directive 2009-019, Ordering and Reporting Test Results, the Ordering Practitioner, Contractor's Provider, will communicate and document the meaning of the findings, including any care plan, and/or follow up testing, within 14 days of receiving the mammogram result. (Reference: 21 C.F.R 900.12(c), et.seq.).

#### 4.6.21.4. **Comprehensive primary care and specialty women's health services**

Comprehensive primary care for women veterans is defined as the availability of complete primary care from one primary care provider at one site. The primary care provider should, in the context of a longitudinal relationship, fulfill all primary care needs, including acute and chronic illness, gender-specific, preventative and mental health care. The full range of primary care needs for women veterans includes: Care for acute and chronic illness such as routine detection and management of disease such as acute upper respiratory illness, cardiovascular disorders, cancer of the breast, cervix, colon, and lung, diabetes mellitus, osteoporosis, thyroid disease, COPD, mental health conditions, etc. Gender-specific primary care, delivered by the same provider, encompasses sexuality, contraception, pharmacologic issues related to pregnancy and lactation, management of menopause-related concerns, and the initial evaluation and treatment of gender-specific conditions such as pelvic and abdominal pain, abnormal vaginal bleeding, vaginal infections, infertility, etc. Preventive care includes services such as age-appropriate cancer screening, weight management counseling, smoking cessation, immunizations, etc. The same primary care provider should screen and appropriately refer patients for military sexual trauma as well as evaluate and treat uncomplicated mental health disorders and substance use disorders.

When specialty care is necessary, the primary care provider will coordinate this care and communicate with the specialty provider regarding the evaluation and treatment plan to ensure continuity of care.

The Contractor must develop a plan to assign women to an interested, proficient women veteran champion who has a sufficient number of women in their primary care panel to maintain competency in caring for those veterans.

The Contractor must provide ongoing education, and training to the primary care women veteran champion to assure competency, proficiency and expertise in providing care to women veterans.

Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request.

VA is authorized to provide comprehensive pre-natal, intra-partum and post-partum care to eligible women Veterans. Maternity benefits begin with the confirmation of pregnancy, preferably in the first trimester, and continue through the final post-partum visit, usually at 6-8 weeks after the delivery, when the Veteran is medically released from obstetric care. Providers must initiate and Fee Basis Consult and notify the Women Veterans Program Manager, 307-672-3473.

- 4.6.22. **ADMINISTRATIVE:** \_\_10\_% of time not involved in direct patient care. Contractor's Personnel shall attend service staff meetings as required by the VA COS or designee. Contractor

to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

- 4.6.23. **SCHEDULING OF SERVICES AND CANCELLATIONS:** It is VHA policy that Veterans' appointments are scheduled timely, accurately, and consistently with the goal of scheduling appointments no more than 30 calendar days from the date an appointment is deemed clinically appropriate by a VA health care provider (Clinically Indicated Date), or, in the absence of a Clinically Indicated Date (CID), 30 calendar days from the date the Veteran requests outpatient health care service (Preferred Date (PD)). The scheduling of all appointment requests originating from fully processed VA Form 10-10EZs must be initiated within 7 calendar days. The Contractor shall meet the Veterans Health Administration's (VHA's) scheduling standards as outlined in **VHA Directive 1230 "VHA Outpatient Scheduling Processes and Procedures"** [www.va.gov/vhapublications/viewpublication.asp?pub\\_id=3218](http://www.va.gov/vhapublications/viewpublication.asp?pub_id=3218)

- 4.6.23.1. The Contractor shall be responsible for scheduling office, telephone and telehealth visits with other health care providers including nurses, physician extenders, CPSs, or dietitians for the purposes of monitoring or preventing disease and providing patients with information and/or skills so they can participate in decision-making and self-care.
- 4.6.23.2. The Contractor shall be responsible for ensuring within twelve (12) months of the last visit, the Veteran receives least a Level 3 Evaluation and Management exam by an authorized provider.
- 4.6.23.3. The Contractor shall be responsible for ensuring phone contacts with patients and primary care providers or their designee.
- 4.6.23.4. The Contractor clinic is not designated as an emergency or urgent care center, and as such is by "appointment only." Nonetheless, the Contractor shall maintain a triage system for walk-in patients. Urgent walk-in patients are to be triaged by a qualified medical practitioner. Traveling Veterans shall be cared for in accordance with VHA Handbook 1101.11(2), "Coordinated Care for Traveling Veterans" [http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3099](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099)
- 4.6.23.5. Open Access is an important concept for VHA primary care and is in part measured by the Same Day Access metric (see Performance).
- 4.6.23.6. Critical patients (those with true emergent needs) shall not be served by the Contractor, and shall be referred to the nearest "safe harbor" medical facility capable of providing critical emergent services. Immediate notification of the Communications Center at 307-672-3473 is mandatory.
- 4.6.23.7. In most instances, patients shall be seen within a reasonable time of scheduled appointments in accordance with VHA standards and is included in patient satisfaction surveys.
- 4.6.23.8. Cancellations: Contractor shall not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner. Cancelled appointments will be rescheduled with patient input and use the original CID or PD in the desired date (DD) field. Wait time will be measured from the original CID/PD.
- 4.6.23.9. No Shows: See Appendix I of **VHA Directive 1230 "VHA Outpatient Scheduling Processes and Procedures"** at [www.va.gov/vhapublications/](http://www.va.gov/vhapublications/)

[viewpublication.asp?pub\\_id=3218](#) for no-show process business rules. For MH Services no shows, see MH Services summary section.

- 4.6.24. **MY HEALTHEVET PROMOTION** -Veterans interested in the My HealtheVet initiative will be directed to the web site [www.myhealth.va.gov](http://www.myhealth.va.gov) where they can register as a veteran seen at the VAHCS. Once registered, the veteran can present to the Contractor's Outpatient Site of Care to be authenticated.

4.6.25. **MEDICAL RECORDS/COMPUTERIZED RECORD SYSTEMS/DISCLOSURE/RECORD RETENTION**

- 4.6.25.1. MEDICAL RECORDS REQUIREMENTS: Authorities: Contractor providing treatment and healthcare services to VHA patients shall comply with the U.S.C.552 (Privacy Act), 38 U.S.C. 5701 (Confidentiality nature of claims), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of medical quality assurance records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act's Privacy Rule).

- 4.6.25.1.1. The resultant contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a Business Associate Agreement (BAA) in order for a covered entity such as VHA to disclose protected health information to another health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractor by the VA are covered by VHA system of records entitled 'Patient Medical Records-VA'(24VA19). Contractor generated VHA patient records are the property of VHA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by VHA. Records identified for review, audit, or evaluation by VHA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor's provider at his expense. Contractor shall deliver all final patient records, correspondence, and notes to VHA within twenty-one (21) calendar days after the contract expiration date.

- 4.6.25.1.2. VHA utilizes both a scanned and electronic medical record (EMR). The primary electronic component is the Veterans Information System and Technology Architecture (VISTA) /CPRS (Computerized Patient Record System), which consists of hardware configurations and software developed by the VA. VISTA/ CPRS, is a collection of over one hundred (100) applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, progress note, laboratory, radiology, scheduling/admission-discharge-transfer and discharge summary. The present VISTA/CPRS packages combined comprise an estimated 80 percent of a total electronic medical record. The scanned component of the medical record will consist only of those items not already on-line in CPRS. CPRS requires that all

medical entries be done electronically, including, but not limited to, prescriptions, labs, radiology requests, progress notes, vital signs, problem lists, and consults.

- 4.6.25.1.3. VHA will provide the necessary training to Contractor personnel on the proper use and operation of the VISTA/CPRS system.
- 4.6.25.1.4. **Clinical Reminders:** Proper documentation and completion of all clinical reminders as they appear during a patient's visit. Standard is 90% completion of all clinical reminders monthly. VISTA/CPRS will automatically remind providers to complete the following clinical reminders during patient's visits: alcohol use screen, positive AUDIT-C needs evaluation, depression screening, PTSD screening, evaluation of positive PTSD screening, evaluation of positive depression screening, tobacco counseling, Iraq and Afghanistan post- deployment screening, TBI screening, influenza immunization, pneumovax, colorectal cancer screening, FOBT positive follow-up, diabetes eye exam, diabetes foot exam, mammogram screening and Pap smear screening.
- 4.6.25.1.5. **Professional standards for documenting care:** Medical record entries shall be maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits, and follow-up care.
- 4.6.25.1.6. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.
- 4.6.25.1.7. The Contractor shall maintain up-to-date electronic medical records at the site where medical services are provided for each member enrolled under this contract. Records accessible by the Contractor in the course of performing this agreement are the property of the VHA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The treatment and administrative patient records created by, or disclosed to, the Contractor under this agreement are maintained in VHA's Privacy Act system of records entitled "Patient Medical Records-VA" (24VA19). 24VA19 can be viewed at <http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>. VHA shall have unrestricted access to patient medical records received or created by the Contractor.
- 4.6.25.1.8. The Contractor shall maintain electronic medical records using the computerized patient record system, CPRS, and Vista Imaging making sure they are up-to-date and shall include the enrolled patients' medical records to all subcontractor providers. The electronic record shall include, at a minimum, medical information, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. Each member's record must be electronic, which includes scanned images, will maintained in detail consistent with good medical and professional practice, which permits eDocumentation that occurs in CPRS and Vista Imaging. No documents from the electronic medical record will print and no shadow or duplicate records are authorized. Effective internal and external peer review and/or medical audits facilitate an adequate system of follow-up treatment. Hard copies of external source documents may be scanned into the electronic medical record by the Contractor or a summary progress note written by an appropriate clinician after a review of the external source documents may be used in lieu of scanning any external source documents. After these documents have been scanned,

the original hard copies will be mailed weekly via UPS Ground delivery to: VA The UPS delivery service will be at the expense of the Contractor. An audit of the scanned records must be conducted by the contractor to assure they are scanned properly after scanning, and then the original documents are to be sent via UPS or other tracking service to VA Medical Records file room to be stored for 9 months and then destroyed. Scanning and audit reports will be sent via PKI encrypted e-mail to the VA File Room/Scanning Supervisor and File Room/Scanning Lead by the end of the first week of every month. No paper record shall be maintained. If there are no errors found, the Contractor shall report via email that there were no errors to be reported for the previous month.

- 4.6.25.1.9. **Documentation and Clinical Records:** Documentation and clinical records shall be complete, timely, and compliant with VA policies, and current Joint Commission Standards. The Contractor shall not allow its inability to access VISTA to prevent any patient from being seen by a provider. In the event, and for any reason, that the Contractor is not able to access the VISTA system, the Contractor shall record all data manually including the completion of the Encounter Form. Upon recovery of the Contractor's ability to access the VISTA system, the Contractor shall input all data recorded manually into the VISTA system within forty-eight (48) hours of the system becoming operational.
- 4.6.25.1.9.1. The Contractor shall report workload (check-in, check-out) within Three (3) working days and other important clinical data including entry into the Patient Care Encounter (PCE module) including ICD 10-CM diagnostic codes as well as CPT as defined by the American Medical Association.
- 4.6.25.1.9.2. The Contractor shall provide individual patient encounters (visits) workload in accordance with established VA reporting procedures. The Progress Notes for each enrolled patient visit, whether the patient visit was with the Contractor or a subcontractor, shall be entered electronically in the patient's record through the VA CPRS system.
- 4.6.25.1.9.3. Documentation must be complete for all fields including whether or not the patient is service connected. The CPT and provider codes must match and codes must accurately reflect complexity of visit. Complete documentation must be completed before the 18th of each month.
- 4.6.25.1.9.4. All Progress Notes, medication orders, and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor's site, shall be entered into CPRS by the Contractor within three (3) calendar days of the patient's visit, with the exception of radiology reports.
- 4.6.25.1.9.5. VA Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by the Contractor shall be entered into VISTA/CPRS by VA. Contractor shall be responsible for entering into VA's CPRS all information and requests for laboratory and radiology test requests.
- 4.6.25.1.9.6. Progress Notes will be entered into CPRS or the Progress Note portion of the TIU package. The results of laboratory tests performed must be included in the Progress Notes.
- 4.6.25.1.9.7. Progress Notes must meet CMS guidelines for documentation which include the 3 key components to determine the level of evaluation and management (E/M). These key components include: (1) History; (2) Exam; and (3) Medical decision making. Progress Notes associated with each clinic visit will include pertinent medical treatment, a treatment plan, teaching that was provided to the patient

and/or the patient's family, the date of appointment, and the electronic signature of the treating clinician.

- 4.6.25.1.9.8. All notes must be linked to the correct visit and location. A patient problem list must be present on the patient's record by the third clinic visit and will be entered via CPRS on the Problem List tab. This list will include all diagnoses, medications and procedures and will be updated as the patient's condition changes. Laboratory reports and results will be entered into the Laboratory Package. The process for entry of data may include manual entry or an automated procedure; however, it must adhere to applicable VA Automated Information Security (AIS) system regulations. Questions may be directed to the VA Information Security Officer at 307-672-3473
- 4.6.25.1.10. **Encounter Forms:** The Contractor shall electronically complete encounter form data in the VISTA/CPRS system within three (3) working days of visit. Completed Encounter Forms will include, but are not limited to, the Problem list, appropriate CPT code(s), a primary ICD-9 Diagnosis Code(s), designation of a primary provider, and whether the treatment or care rendered was for a service connected condition or as a result of exposure to agent orange, environmental contaminants, or ionizing radiation.
- 4.6.25.1.11. **Forms:** Any new or existing Templates used by the Contractor must be approved by the VHA Forms Team of Clinical Informatics Team. Request for approval shall be submitted to the forms team via e-mail VHA FORMS.
- 4.6.25.1.12. **Access to VA Records:** Subject to applicable federal confidentiality laws, the Contractor or its designated representatives may have access to VHA records at VHA's place of business on request during normal business hours where necessary to perform the duties under this resultant contract.
- 4.6.25.1.13. **Reports:** The Contractor is responsible for complying with all related VA reporting requirements requested by the VHA.
- 4.6.25.1.14. **Availability of Records:** The Contractor shall make all records available at the Contractor's expense for review, audit, or evaluation by authorized federal, state, and Comptroller or VHA personnel. Access will be during normal business hours and will be either through on-site review of records or through the mail. All records to be sent by mail will be sent via UPS Ground delivery at contractor's expense to the VA within one (1) business day of request at no expense to VHA.
- 4.6.25.1.15. **External Peer Review Program:** The Contractor shall document in the medical record preventive health case management measures and the chronic disease indicators of the enrolled patient. The medical treatment records generated by the contractor in the course of performing services under this contract shall be made available for audit by the VHA's External Peer Review Program (EPRP). Medical record data must be available in CPRS and Vista Imaging and any additional records required for EPRP audit will be promptly forwarded to the VA upon request. This data will be sent **via UPS Ground delivery** at contractor's expense if necessary to meet the due date requested by the VHA. EPRP is provided to the VHA by other contractors. Contract providers who are seeing VA patients are considered to be the VHA providers and as such are provided access to confidential patient information as contained in the medical record.
- 4.6.25.1.16. **Release of Information:** The VHA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical

Records or Health Information, when releasing protected health information or any records protected by 38 U.S.C. § 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VHA Privacy Officer at the following address: 1898 Fort Road (136), Sheridan, WY 82801.

4.6.25.1.17. **Disclosure:** Contractor may have access to patient medical records, however, Contractor must obtain permission from VHA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VHA 's records, at VHA's place of business on request during normal business hours, to inspect and review and make copies of such records. VHA will provide the Contractor with a copy of VHA Handbook 1907.1, Health Information management and Health Records and VHA Handbook 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VHA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor, Contractor and/or sub-Contractors.

4.6.25.1.17.1. The Contractor must provide copies of medical records, at no charge, when requested by the VHA to support billing and/or VA mandated programs if these records are not available in CPRS or Vista Imaging. The Contractor shall use VA Form 10-5345, mentioned above, (Individuals' Request For a Copy of Their Own Health Information), The Contractor shall release information in accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act's Privacy Rule, 38 U.S.C. §§ 7332, 5701 and 5705. Release of Information software will be used to print and release record information thus accounting for any and all disclosures of record information. The contractor shall use the provided software package DSS ROI Manager to record and account for all release of information request processed by the contractor. When releasing medical records to the veteran themselves, the 10-5345a form will clearly indicate:

- The veteran full name and full SSN
- The information that was released as authorized by the veteran
- The date the information was released (inferred that date signed is date released)
- Block will be checked that the information was released in person to the veteran.
- When releasing the information to an outside third party, the 10- 5345 form will clearly indicate:
  - Full name of veteran and full SSN.
  - Complete address of third party to who the records were released to
  - The exact information that was released as authorized by the veteran
  - The purpose for third party receiving the records
  - The expiration date for authorization
  - Whether or not any or all §7332 – protected information may be disclosed.

4.6.25.1.17.2. The Contractor must provide copies of medical records, at no charge, when requested by the VHA to support billing and/or VA mandated programs if these records are not available in CPRS or Vista Imaging. The Contractor shall use VA Form 10-5345, mentioned above, (Individuals' Request For a Copy of Their Own Health Information), The Contractor shall release information in

accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act's Privacy Rule, 38 U.S.C. §§ 7332, 5701 and 5705.

Release of Information software will be used to print and release record information thus accounting for any and all disclosures of record information. The contractor shall use the provided software package DSS ROI Manager to record and account for all release of information request processed by the contractor. When releasing medical records to the veteran themselves, the 10-5345a form will clearly indicate:

- The veteran full name and full SSN
- The information that was released as authorized by the veteran
- The date the information was released (inferred that date signed is date released)
- Block will be checked that the information was released in person to the veteran.
- When releasing the information to an outside third party, the 10-5345 form will clearly indicate:
- Full name of veteran and full SSN.
- Complete address of third party to who the records were released to
- The exact information that was released as authorized by the veteran
- The purpose for third party receiving the records
- The expiration date for authorization
- Whether or not any or all §7332 – protected information may be disclosed.

4.6.25.1.18. **Records Retention:** The Contractor must retain records generated in the course of services provided under this contract for the time periods required by VHA Record Control Schedule 10-1 and VA regulations (24 VA 136, *Patient Medical Records - VA, par. Retention and Disposal*). No hard copies of medical records or logbooks of any type may be maintained. If this agreement is terminated for any reason, the contractor shall promptly provide the VA with any individually-identified VA patient treatment records or information in its possession, as well as the database created pursuant to this agreement, within two (2) weeks of termination date.

4.6.26. **WORK RELATED INCIDENT TREATMENT** -When treating the veteran for injuries sustained as a result of a work-related incident or an accident, the Contractor must complete the appropriate forms to allow the VA to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.

#### 4.6.27. **PATIENT RIGHTS, SAFETY, COMPLAINTS, GRIEVANCE SYSTEM PROCESSES**

4.6.27.1. **Patient Rights and Responsibilities:** Contractor shall conform to all patients' rights issues addressed in VA Medical Center Memorandum 00-19 Patient/Resident Rights and Responsibilities (Attachment #00-19).

4.6.27.2. **Safety:** Adverse events at the Contractor's site shall be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (<http://www.va.gov/ncps/Pubs/NCPShb.doc>). Adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to Lead Patient Safety Manager at 307-672-3473; or if unavailable, contact Patient Safety

Coordinator at 307-672-3473. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.

- 4.6.27.3. **Patient Complaints:** The VA Patient Advocacy Program was established to ensure that all veterans and their families, who are served in VHA facilities and clinics, have their complaints addressed in a convenient and timely manner in accordance with VHA Handbook 1003.4, "VHA Patient Advocacy Program," dated 9/2/05 available at the following hyperlink:

[http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1303](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303).

- 4.6.27.3.1. All patient complaints are reported immediately (within 24 hours.) The CO shall resolve complaints received from the COR concerning Contractor relations with the Government employees or patients. Providers and staff are familiarized with the process outlined in contractor's grievance procedures as well as patient rights. The CO is final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 4.6.27.3.2. Response to complaints will occur as soon as possible, but no longer than seven (7) days after the complaint is made. All patient complaints will be entered in the National Patient Complaint database. Information concerning the Patient Advocacy Program must be prominent and available to patients seen at the Outpatient Site of Care. The VA will provide the Contractor with informational handouts describing the program and how to contact the VA Patient Advocate.
- 4.6.27.3.3. **THE GOVERNMENT RESERVES THE RIGHT TO REFUSE ACCEPTANCE** of Contractor, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning contract personnel's conduct. The final arbiter on questions of acceptability is the CO.
- 4.6.27.4. **Grievance System Requirements:** The enrolled patients have the right to grieve actions taken by the Contractor, including disenrollment recommendations, directly to the Contractor. The Contractor shall provide readable materials reviewed and approved by VA, informing enrolled patients of their grievance rights. The Contractor shall develop internal grievance procedures and obtain VA approval of the procedures prior to implementation. The grievance procedures shall be governed by the guidelines in VHA Handbook 1003.4, "VHA Patient Advocacy Program," [http://www1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=1303](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303).

- 4.7. **SPACE REQUIREMENTS:** Space standards to meet PACT model are found at <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf> The Accessibility design standards are defined in the following guide: <http://www.cfm.va.gov/til/dGuide/dgBarrFree.pdf> .

- 4.7.1. The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Americans with Disabilities Act. VA shall inspect the Contractor's facility before contract start date and retains a right of inspection throughout the period of performance during normal business hours of 8:00 AM – 4:30 PM, Monday through Friday. Contractor must be in compliance with these requirements prior to contract start date. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the Outpatient Site of Care must be reviewed and approved by the VA to ensure that all life safety codes are met. Parking should be adequate enough to accommodate veteran patients, and shall include at least two (2) handicapped parking spaces.

**(include one per major corridor or ward) Size:40 SF (4x10)**

**Description: Communications/Technology Closet**

**Purpose/Details/Requirements:**

- 4.7.1.1.1. Air Conditioned
  - 4.7.1.1.1.2. Fire Suppression
  - 4.7.1.1.1.3. Solid Core Door
  - 4.7.1.1.1.4. Emergency / backup power provided if available
  - 4.7.1.1.1.5. No windows, outside / open vents or other gaps
  - 4.7.1.1.1.6. Double locked and keyed separately with copy of key provided to the VA Office of Information & Technology department and the site manager.
- 4.7.2. Access to this space shall be strictly controlled to ensure adequate information security.
- 4.7.3. Other equipment required by Occupational Safety and Health Administration (OSHA) and TJC. List N/A
- 4.7.4. **Privacy Standards:** Veterans must be provided adequate visual and auditory privacy at check-in. Patient names are not posted or called out loudly in hallways or clinic areas. Veterans must be provided adequate visual and auditory privacy in the interview area. Patient-identified information must not be visible in the hall including charts where names are visible. Every effort should be made to restrict unnecessary access to hallways by patients and staff who do not work in that clinic area. Patient dignity and privacy must be maintained at all times during the course of a physical examination. .
- 4.7.5. **“VETERANS ONLY” CLINIC REQUIREMENTS FOR CO-LOCATED FACILITIES:** To meet VA’s requirements for a “Veterans Only” clinic in a co-located facility, the Contractor’s site must have separate signage, a separate waiting room, and dedicated staff for the site. The clerical/administrative personnel who check patients into and out of the clinic, respond to questions, and resolve issues for veterans must be working with veterans only. Contractor employees must be working with one computer system only (VA’s VISTA and CPRS system). The system used by the Contractor for tracking veteran patients for billing purposes must be separate from the system used to track and bill non-veterans treated in the co-located clinic. The exam room/treatment area must be separate. Clinical staff providing care to veteran patients must be dedicated

solely to the task of serving the veteran patients associated with this clinic. There must be a separate telephone number associated with the veterans' clinic.

- 4.7.6. **Physical Security:** The contract clinic site for the VA clinic shall comply with VA Physical Security requirements which may be found at the following site:  
<http://www.cfm.va.gov/til/dGuide/dgLBOPC.pdf>
- 4.7.7. **Panic Alarms:** The CBOC shall provide a panic alarm system per VA Handbook 0730/2, "Security and Law Enforcement". This system shall be used to provide rapid notification to on site staff at the CBOC who will ascertain the need for notification of local law enforcement. The alarm may be activated by a covertly placed switch or button and enough switches/buttons must be available to personnel receiving patients. The alarm annunciator will be monitored by local staff (and paid for if necessary) by the contract clinic company. The exact location of panic/duress alarm switches shall be determined by a physical security survey of the protected area. VA Police will provide annual physical security surveys. Compliance with items marked as "Findings" must be corrected at the contractor's expense. A written response for any "Findings" must be sent to VA Police within 30 days of receiving the letter. All alarm switches or buttons will be tested once per month by the contract clinic company to ensure operational effectiveness with results provided monthly to the VA Police located at the VA Police as requested.
- 4.7.8. **Intrusion Detection System (IDS):** At a minimum, there must be motion detection provided near all entry doors to the clinic from an outside area. Door switch type alarms can also be used in conjunction with the motion detection equipment. It is highly recommended that all IDS be monitored by an outside contracted agency to summon local law enforcement to the CBOC.
- 4.7.9. Contractor must meet VHA standards regarding Environment of Care (EOC) and shall provide the following Safety and Health EOC documents, as required by Joint Commission, with the submission of their proposal/within 15 calendar days after contract award. EOC Management Plans addressing Safety, Security, Hazardous Materials, Hazardous Waste, Emergency Preparedness, Life Safety, Medical Equipment and Utility Systems. The VA Safety Officer shall approve the EOC documents prior to commencement of patient care activities at the clinic. The EOC Management Plans shall be updated annually, along with a summary of performance and opportunities for improvement.
- 4.7.10. **Physical Security:**(1) The minimum requirements for physical security at a VA field facility are outlined in appendix B of VA Handbook 0730. These include specifications for physical barrier security, lock set hardware, alarms, and storage containers for high value items and dangerous drugs.
- 4.7.11. **EQUIPMENT, OFFICE SUPPLIES AND TECHNICAL SUPPORT:** In accordance with VA and VHA directives, policies, and handbooks, all equipment attaching to a VA network will be owned by the VA and controlled by the VA. No other equipment will be connected to this network. The use of the equipment will be for the benefit of the Government in providing care to our veterans. The equipment will only be used by those expressly authorized in support of the Sheridan VAHCS All users must comply with and adhere to VA Directives and VA Cyber Security policies.
- 4.7.11.1. The Contractor shall be responsible for:

- 4.7.11.1.1. the installation and maintenance of the network infrastructure within the facility including, but not limited to, cabling located inside the walls of the structure and a secure communications closet space to house the patch panels and networking equipment
- 4.7.11.1.2. the backup, contingency and continuity of operations, the Contractor shall provide connectivity to the Internet via cable modem, DSL or T1 circuits to the communications closet space.
- 4.7.11.1.3. the maintenance and on-going technical support for all data and voice wiring within the walls and ceilings from the data closet to the endpoints of the network.
- 4.7.11.1.4. all charges related to the backup, contingency, and COOP connectivity.
- 4.7.11.1.5. the procurement, installation and maintenance of all printers, copiers, scanners, fax machines\*, shredders, or other peripheral office equipment and all related and ongoing supplies (paper, toner, ink cartridges) required to operate the equipment in support of the facility under the specifications of this contract.\* VA Handbook 6500 that requires the following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. if you have received this fax in error, please notify this office immediately at the telephone number listed above.*
- 4.7.11.1.6. all office supplies (pens, paper, pencils, folders, paper clips and other supplies to facilitate operation of the clinic.
- 4.7.11.1.7. all clinical supplies to accomplish all required work in this contract, other than those provided by the VA specifically mentioned in this document.
- 4.7.11.1.8. ensuring hardware/software compatibility with VA approved list: the following printers have passed compatibility testing with the VISTA Encounter Form: Lexmark T642n, Lexmark T644n and Lexmark E342n or compatible; The following scanner has passed compatibility testing with the VISTA Imaging System:Fujitsu fiI-4340C Sheet Feed Scanner (Any other model used will require approval and certification for Vista Imaging)
- 4.7.11.1.9. one small desktop color printer for printing patient education information.
- 4.7.11.1.10. having a contingency plan for computer downtime that defines the processes in order to ensure continuity of patient care and maintenance of the integrity of the patient's medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award. In addition, a contingency plan template that designates criticality of application/system, estimate of impact, locations of equipment, and

contact persons will be provided to the Contractor for completion after award.

4.7.11.2. The VA will be responsible for:

- 4.7.11.2.1. providing PC workstations, software, primary telecommunications lines and networking equipment required to access the VISTA system
- 4.7.11.2.2. providing antivirus software for PC workstations and ensure that data definition files are current. In addition the VA will ensure that all Microsoft critical updates and patches are current.
- 4.7.11.2.3. the connection and management from that Contractor's connectivity to the Internet via cable modem, DSL or T1 circuits to the VA owned networking equipment in the closet.
- 4.7.11.2.4. the backup, contingency, COOP connectivity to the VA and will be established through a VA provided Site-to-Site VPN connection utilizing Contractor provided Internet Service Provider (ISP)
- 4.7.11.2.5. providing advisory technical support to the Contractor's technical support person for the initial site set-up relative to VISTA, CPRS and VPN connectivity. The VA will provide on-going technical support for VISTA and CPRS software and any other VA software applications. Technical support will be through an escalation process. The Contractor's employee technical representative will submit a "Help Desk" request by calling 307-675-3140 Initial technical support will be provided by the VA via telephone, which will consist of a VA technical representative speaking to a Contractor employed representative to identify the problem, troubleshoot and attempt to resolve the problem with the Contractor's end-user. If the problem cannot be resolved the VA will provide on-site support for VA owned equipment, VISTA, CPRS software and other VA software applications, if necessary within two business days or less depending on the nature and severity of the problem.

**4.8. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT:**

Services and documentation of care provided under the resultant contract shall be subject to quality management and safety standards as established by VA, consistent with the standards published by TJC or equivalent. The contractor shall develop and maintain Quality Improvement/ Quality Assurance Programs and provision of care equal to or exceeding VA Standards. The results of all Quality Improvement activities performed by the contractor involving VA patients will be shared with VA Quality Management Office. Documentation by the Contractor provided to the VA includes, but is not be limited to the following:

- 4.8.1. Quality improvement plans: Staff meetings minutes (or summary minutes) where quality improvement has been discussed and which include practitioner-specific findings, conclusions, recommendations and written plans for actions taken in response to such conclusion and recommendations, and evaluation of those actions taken.

- 4.8.2. Contractor must be accredited by TJC or maintain a level of service that is in compliance with all current TJC standards. If the Contractor is TJC accredited, he/she will be required to furnish a copy of the accreditation letter(s) upon request by the Contracting Officer prior to award.
- 4.8.3. The Contractor shall notify the Chief of Staff in writing whenever a malpractice claim involving a VA patient has been filed against the Contractor. The Contractor shall forward a copy of the malpractice claim within three (3) workdays after receiving notification that a claim has been filed. The Contractor shall also notify the VA Special Assistant to the Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the COR through interoffice mail. The COR or Chief of Staff will notify the CO of any notifications received from the Contractor.
- 4.8.4. The Contractor shall permit on-site visits by VA personnel and TJC surveyors accompanied by VA personnel and/or other accrediting agencies to assess contracted services, e.g., adequacy, compliance with contract requirements, record-keeping, etc.
- 4.8.5. The Contractor is responsible for the quality management plan for monthly clinical pertinence review of ambulatory care records. The results shall be forwarded to COR. If in the course of VA business, a concern is identified, the issues must be addressed by the Contractor and a performance improvement plan initiated. Recommendations and implementation of performance improvement activities will be the responsibility of the Program Director of the clinic. The Contractor shall conduct audits of JTC standards that require performance measures. Those audit results shall be sent to the HIMS Program Manager COR) on a quarterly basis.
- 4.8.6. The VA is committed to providing high quality primary care. The VA measures quality in primary care through its performance measurement system. Several "process" and "outcome" measures are extracted by external reviewers from random samples of records of veterans who visited VA primary care providers at the Contractor's Outpatient Site of Care. These measures change from year to year. The current performance measures and method of extraction are available at <http://vaww.oqp.med.va.gov>. The Contractor is responsible for achieving levels of performance on these measures that meet or exceed the annual expectations for performance of the parent facility as outlined in the Network Performance Plan and Network Technical Manual. Revisions/updates to the Network Performance Plan and Network Technical Manual may be obtained from the above website. The Contractor is required to utilize the VISTA CPRS clinical reminder system as a means of both ensuring high performance on these measures and to facilitate monitoring of performance at the site independent of external reviewers. Levels of

performance on the quality measures in primary care will be used as a factor in decisions about renewal of the contract.

- 4.8.7. The Contractor shall document in writing on appropriate orientation programs for all employees involved in the delivery of patient care, e.g., infection control procedures, patient confidentiality, handling emergencies, patient safety, etc., and provide a copy to the VA COR. Contractor shall be required to furnish method/guidelines by which he/she intends to meet above requirement.
- 4.8.8. The Contractor shall have a quality monitoring/performance improvement program. This program shall be available to VA staff and JC. The VA will provide regular feedback on clinic performance measures, including but not limited to the following: licensure verification, workload, consults, drug and lab utilization, formulary compliance, prescription writing patterns, Prevention and Performance measures, patient satisfaction, and medical record completeness. The Contractor shall conduct audits pertaining to access, quality improvement, documentation, and safety and performance measures. These reports shall be submitted to the COR on a monthly basis and sent via secured email using PKI or utilizing UPS.
- 4.8.9. The Contractor shall comply with all PBM formulary guidance regarding medication use, monitoring and safety.
- 4.8.10. The Contractor shall collaborate with VA Pharmacy when patients are identified that require intervention.
- 4.8.11. The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes.
- 4.8.12. The Contractor shall be responsible for meeting national quality standards and shall comply with mandated policies established by VA Central Office (VACO) Patient Care Services (PCS). Each fiscal year new quality standards are developed by PCS and forwarded to each VISN for implementing at each primary care site. Those standards are found at the VA website and also provided by the COR for implementing.

#### **4.9. PERFORMANCE STANDARDS AND SURVEILLANCE-**

##### **4.9.1. MEASURE: CLINICAL REMINDERS**

**Performance Requirement:** VISTA/CPRS will automatically remind providers to complete clinical reminders during patient's visits including but not limited to:

- Alcohol Use Screen
- Alcohol Audit-C Pos F/U Eval
- Depression Screening
- Evaluation Of Positive Depression Screening
- PTSD Screening
- Evaluation Of Positive PTSD Screening
- Antipsychotic Med Side Eff Eval
- MH High Risk No-Show Follow-Up
- MHTC Needs Assignment
- MST Screening
- Breast Cancer Screening
- Clinical Review Of Mammogram Results And Patient Notification
- Whether To Begin Breast Cancer Screening In 40's Or To Wait Until Age 50
- Cervical Cancer Screening
- Clinical Review Of Pap Smear Results And Patient Notification
- Tobacco Counseling by provider
- Tobacco Counseling
- Iraq & Afghan Post Deploy
- Polytrauma Marker
- TBI /Polytrauma Rehab/Reintegration
- TBI Screening
- AAA Screening
- Embedded Fragments Screen
- Embedded Fragments Risk Evaluation
- Project Arch
- Hep C Risk Assessment
- Homelessness Screening
- HTN Assessment Bp  $\geq 140/90$

- HTN Assessment Bp  $\geq$ 160/100
- HTN Lifestyle Education
- IHD Lipid Profile
- Lipid Statin Rx Cvd/Dm
- Influenza Immunization
- Pneumovax
- Colorectal Ca Screening
- FOBT Positive F/U
- Diabetes Eye Exam
- Diabetes Foot Exam

**Standard:** 100% Proper documentation and completion of all clinical reminders as they appear during a patient's visit

**Acceptable Quality Level:** **100%** completion of clinical reminders each month.

**Surveillance Method:** VA will monitor progress weekly thru automated reports CAC reports, EPRP Reviews, Clinical Reminder Reports). Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** VA will send these weekly reports to the contractor to notify them to their current performance.

#### 4.9.2. **MEASURE: NEW PC PATIENT WAIT TIME (PC 14)**

**Performance Requirement:** All new patients requesting an appointment for any clinic must receive an appointment in a timely manner.

**Standard:** New Patient Wait times 100% within 30 days from the preferred date.

**Acceptable Quality Level:** 100 % monthly new patient waits times within 30 days from the preferred date.

**Surveillance Method:** GPM/VSSC reports

Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** Monthly. Contractor can check status of their performance by running reports in VISTA/CPRS as frequently as needed.

#### 4.9.3. **MEASURE: ESTABLISHED PC PATIENT WAIT TIME (PC17)**

**Performance Requirement:** Established Primary Care Completed Appointments less than or equal to 30 days from Preferred Date (patient desired date) or the clinically indicated date.

**Standard:** Established (100%) PC Patient primary care appointments completed within thirty (30) days from Preferred Date (patient desired date) or the clinically indicated date.

**Acceptable Quality Level:** 100 % monthly established PC appointments completed no later than 30 days from Preferred Date (patient desired date) or the clinically indicated date.

**Surveillance Method:** GPM/VSSC Reports

[http://reports2.vssc.med.va.gov/reportserver?%2fMgmtReports%2fVATR%2fSAIL\\_Prod%2fSAIL&rs:Command=Render](http://reports2.vssc.med.va.gov/reportserver?%2fMgmtReports%2fVATR%2fSAIL_Prod%2fSAIL&rs:Command=Render), Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** Monthly. Contractor can check status of their performance by running reports in VISTA/CPRS as frequently as needed.

#### 4.9.4. **MEASURE: SAME DAY APPOINTMENTS WITH PRIMARY CARE PROVIDER (PCP) [PACT 7]**

**Performance Requirement:** Same day face-to-face appointments with primary care provider

**Standard:** 70% completion of same day primary care appointments with PCP

**Acceptable Quality Level:** 70% completion of same day primary care appointments with PCP

**Surveillance Method:** Periodic Inspection audit of PACT Compass

<https://securereports2.vssc.med.va.gov/ReportServer/Pages/ReportViewer.aspx?%2fPC%2fPACTCompassCubeSSRS%2fMainMenu&rs:Command=Render>

**Frequency:** VA will monitor and report progress Quarterly (non-cumulative)

#### 4.9.5. **MEASURE: CLINICAL ENCOUNTERS**

**Performance Requirement:** Providers must complete proper documentation for each patient visit.

**Standard:** 100% Documentation must be complete for all fields including whether or not the patient is service connected. The CPT and provider codes must match and codes must accurately reflect complexity of visit. Complete documentation must be completed before the 18th of each month.

**Acceptable Quality Level:** 100% completion of clinical encounters each month.

**Surveillance Method:** Random Sampling (auditing) VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** VA will monitor progress weekly thru automated reports. VA will send these weekly reports to the contractor to notify them to their current performance.

#### 4.9.6. MEASURE: PHARMACY

**Performance Requirement:** Contractor shall submit a non-formulary and restricted drug request in CPRS using the PBM consult option. Contractor will be evaluated on acceptable quality level depicted below.

**Standard:** 100% (zero disapproval ratings for non-formulary and restricted drug requests quarterly).

**Acceptable Quality Level:** 100% (no more than 10% disapproval ratings for non-formulary and restricted drug requests quarterly).

**Surveillance Method:** Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** VA will monitor progress monthly thru automated reports. VA will send these monthly status reports to the contractor to notify them to their current performance.

Incentive: satisfactory or better past performance

#### 4.9.7. MEASURE: PHARMACY NEW DRUG ORDER REQUESTS

**Performance Requirement:** Contractor shall submit new drug orders through CPRS to VA.

**Standard:** 100% The contractor shall ensure that all new drug order requests follow all VA prescribing guidelines. This is including but not limited to ensuring all appropriate labs have been previously ordered and that the order is not a non-formulary drug

**Acceptable Quality Level:** 100% of new drug order requests follow all VA prescribing guidelines. This is including but not limited to ensuring all appropriate labs have been previously ordered and that the order is not a non-formulary drug

**Surveillance Method:** Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** VA will monitor progress quarterly thru automated reports. VA will send monthly status reports to the contractor to notify them to their current performance.

#### 4.9.8. MEASURE: PACT PATIENTS ENROLLED IN HOME TELEHEALTH (HT) [PACT 13]

**Performance Requirement:** The aggregate percentage of all patients enrolled in Home Telehealth (HT) will exceed 1.6%

**Standard:** Contractor to maintain greater than 1.6% of required enrolled patients in HT.

**Acceptable Quality Level:** 1.6% of required enrolled patients enrolled in HT

**Surveillance Method:** VA will monitor using Electronic report using data from PACT Compass.

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

#### 4.9.9. **MEASURE: PRIMARY CARE PATIENTS IN MENTAL HEALTH INTEGRATION (PCMHI) [PACT 15]**

**Performance Requirement:** Contractor reports PCMHI Penetration that uses patients assigned to a PACT team as the cohort (instead of core unique with a primary care encounter). *The percent of assigned primary care patients seen in a primary care mental health integration (PCMHI) clinic (primary stop code 534 or 539) or by a HBPC mental health provider (primary stop code 156 and 157) or when primary stop code is either 338 or 527 and secondary stop code is 534. Only required divisions are included in this measure which consist of large (5,000 or more core unique) and very large (10,000 or more core unique) divisions. Core unique include all patients except those whose interaction with the facility is limited only to laboratory and telephone triage episodes of care. Numerator for Primary Care Patients in PCMHI – The total number of assigned primary care patients seen in primary care mental health integration (PCMHI) during the past 12 months. Denominator for Primary Care Patients in PCMHI – The total number of primary care patients assigned to a primary care provider on the last day of the month.*

**Standard:** Contractor to exceed 6% of required enrolled patients in PCMHI.

**Acceptable Quality Level:** Contractor to maintain at least 6% of required enrolled patients in PCMHI.

**Surveillance Method:** VA will monitor using Electronic report using data from the PACT Compass.

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

#### 4.9.10. **MEASURE: RATIO OF NON-TRADITIONAL ENCOUNTERS [PACT 16]**

**Performance Requirement:** The sum of all PC Telephone encounters added to the sum of all PC Group Encounters added to the sum of all incoming and outgoing secure messages as the numerator.

**Standard:** Contractor shall exceed 20% in the appropriate ratio of non-traditional encounters.

**Acceptable Quality Level:** Contractor shall maintain at least 20% in the appropriate ratio of non-traditional encounters.

**Surveillance Method:** VA will monitor using Electronic report using data from the PACT Compass.

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

#### 4.9.11. **MEASURE: POST DISCHARGE CONTACT BY PACT TEAM [PACT 17]**

**Performance Requirement:** Number of discharges with follow-up contact by a member of the assigned PACT Team within two business days of discharge.

**Standard:** Contractor assigned PACT Team member shall exceed 65% of patients within two business days of discharge.

**Acceptable Quality Level:** Contractor assigned PACT Team member shall contact at least 65% of patients within two business days of discharge.

**Surveillance Method:** VA will monitor using Electronic report using data from the PACT Compass.

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

4.9.12. **MEASURE: PATIENT SATISFACTION WITH ACCESS MEASURE COMPOSITE [PCMH 4; SHEP]**

**Performance Requirement:** Composite % Based on 3 Questions: 1) Get an urgent care appointment as soon as needed, 2) Get a routine care appointment as soon as needed, and 3) Get same day answer to your medical question.

**Standard:** Exceed 50%

**Acceptable Quality Level:** 50%

**Surveillance Method:** VHA SAIL Report or Patient Experience Report

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

4.9.13. **MEASURE: APPOINTMENT CANCELLATIONS**

**Performance Requirement:** Contractor shall not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner.

Cancelled appointments will be rescheduled with patient input and use the original clinically indicated date (CID) or preferred date (PD) in the desired date (DD) field. Wait time will be measured from the original CID/PD.

**Standard:** 100% of patients seen within 30 days of their original CID/PD.

**Acceptable Quality Level:** 100% of patients seen within 30 days of their original CID/PD.

**Surveillance Method:** Periodic Sampling VA will monitor using Electronic report using data from VA VISTA/CPRS system.

**Frequency:** VA will monitor progress through quarterly audits using automated reports. Contractor can check the status of their performance by running reports in VISTA/CPRS system.

4.9.14. **MEASURE: PRIMARY CARE PROVIDER CONTINUITY (PACT 19)**

**Performance Requirement:** Patients see same PCP for appointments

**Standard:** 77% of appointments provided with assigned PCP

**Acceptable Quality Level:** 77% of appointments provided with assigned PCP

**Surveillance Method:** VA will monitor using Electronic report using data from the PACT Compass.

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

4.9.15. **MEASURE: PATIENT SATISFACTION WITH DISCUSSION OF DIFFICULTIES FOR CARING FOR SELF (SHEP Q38)**

**Performance Requirement:** Weighted number of outpatients responding "yes" to PCMH Q38

**Standard:** At least 51% respond yes to PCMH Q38

**Acceptable Quality Level:** 51 % responds yes to PCMH Q38

**Surveillance Method:** VHA SAIL Report or Patient Experience Report

**Frequency:** VA will monitor progress quarterly (non-cumulative) thru automated reports.

**4.10. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

4.10.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

4.10.2. Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

4.10.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

- 4.10.4. Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

## **5. GOVERNMENT RESPONSIBILITIES:**

### **5.1. Oversight of Service/Performance Monitoring:**

- 5.1.1. **CO Responsibilities:** The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract. The CO shall resolve complaints concerning Contractor's provider relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof. In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for the contract staff to be provided by the VA; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract.
- 5.1.2. **The COR:** The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor's provider noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. The COR will be responsible for monitoring the Contractor staff performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring is outlined in the QASP. The COR will maintain a record-keeping system of services by reviewing the QASP and invoices submitted by the Contractor. The COR will review this data monthly when invoices are received and certify all invoices for payment. Any evidence of the Contractor's non-compliance shall be forwarded immediately to the Contracting Officer. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.1.3. **Contract Administration:** All contract administration functions will be retained by the VA. After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Contracting Officer (CO)

Kevin Pollard

750 NE 13th Street,  
Oklahoma City, OK 73104

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

Debra Dudley, 1898 Fort Road (012A), Sheridan, WY 82801

Liaison Persons: While the liaison persons identified and other VA staff may be contacted for questions/information and/or may visit the Contractor's sites to oversee policy compliance, **only the CO is authorized to make commitments or issue changes which will affect the price, quantity, quality, or delivery terms of this contract.** Any guidance provided, which the Contractor feels is beyond the scope of this contract, must be communicated to the CO, via the COR, for possible contract modification.

The VA has designated the following liaison personnel for this resultant contract – PLEASE ENSURE THAT YOU COMPLETE THIS TABLE:

Title	Role	Phone Number
Primary Care Service Line	Clinical Contact	307.675.3674
VA Manager	COR and Admin Contact	307.675.3609
VA Coordinator	Admin Contact	307.675.3609
Administrative Officer of the Day	Contact for any administrative and clinical problems that arise after normal working hours of 8:00 AM-4:30 P.M., Monday - Friday, weekends and holidays	Switchboard at 307.672.3473
IRM "Help Desk"	Assistance with VISTA	307.675.3140
HIMS ADPAC	Assistance with Patient Information Management System (PIMS)	307.675.3140
Patient Registration Office	Assistance with Patient Eligibility	307.675.3611
Medical Care Cost Recovery	Assistance with Financial Assessments	307.675.3611
Outpatient Pharmacy	Outpatient Pharmacy Supervisor	307.675.3601
Health Information Management Service	Assistance with CPRS and Medical Records	307.675.3857
VA Patient Advocate	Assistance with patient complaints, etc.	307.675.3630

Ancillary Testing	Questions involving lab work, x-rays, and other ancillary testing	307.675.3681
Pathology and Laboratory Medicine	Chief Medical Technologist for pathology and laboratory medicine	307.675.3681
Women Veterans Health Services	Program Manager for women veterans health issues	307.675.3626
Radiology Service	Chief Technologist for radiology imaging related questions	307.675.3619

- 5.1.4. The Contractor shall identify a contact person(s), who shall serve as liaison between the Contractor and the VA. This individual will also ensure the functionality of the clinic according to contract specifications. The contact person(s) will be available during the administrative tour of duty from 8:00 AM - 4:30 PM Monday through Friday. The Contractor's point of contact for other than its normal working hours should be reachable by phoning the 24-hour Phone Triage number referenced in paragraph Patient Scheduling.

## **6. SPECIAL CONTRACT REQUIREMENTS**

### **6.1. CONTRACT START-UP REQUIREMENTS:**

- 6.1.1. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA enrolled patients. Upon approval by the VA of the Contractor's completion of the start-up requirements, the VA will issue a written Notice to Proceed to the Contractor.
- 6.1.2. The Contractor shall have ninety (90) days from contract award to commencement of the provision of medical care to local veterans. However, the Contractor must have all start-up requirements in place and ready to commence operation NLT eighty-three (83) calendar days from contract award. The final seven (7) days will be used for training and resolution of any last minute or unexpected technical or personnel related challenges. The Contractor shall comply with the following contract requirements prior to commencement of clinical operations:
- 6.1.2.1. The Contractor shall hire, train, and ensure licensure of all necessary personnel.
- 6.1.2.2. The Contractor shall furnish evidence of insurability of the offeror and/or of all health-care providers, who will perform under this contract (see VAAR 852.237-7, Indemnification and Medical Liability Insurance, OCT 1996).
- 6.1.2.3. All Contractor-provided health care services shall be available.
- 6.1.2.4. The Contractor's case management program with primary care providers as case managers for all health care services provided to enrolled patients shall be operational.
- 6.1.2.5. The Contractor's VA approved performance improvement program shall be operational.
- 6.1.2.6. The Contractor's facility shall be in compliance with the requirements of this contract.
- 6.1.3. The VA will provide training to the Contractor at the VA relative to data reporting needs, computer system access to VISTA, CPRS, eligibility issues, billing procedures and medical referral procedures within eighty-nine (89) calendar days of contract award. The Contractor is

responsible to provide future training to his/her personnel after the initial ninety (90) calendar days of the contract award. The Contractor must provide documentation of training prior to Pathology and Laboratory Medicine providing access to VISTA laboratory software options. The Contractor shall be responsible for attendance and performance regarding training sessions. Training will be coordinated by the COR and the Contractor's designee. After contract performance begins, VA staff is readily available by telephone and e-mail to answer questions and provide guidance.

- 6.1.4. Upon receipt of Notice of Award, Contractor shall immediately commence the credentialing and privileging process for all physicians and social workers through the VA. A minimum of six (6) calendar weeks is required for VA credentialing after the package has been completed and received from the provider.
- 6.1.5. Patient Transportation: Each patient will be responsible for his/her own transportation to appointments.
- 6.1.6. Signage: The VA shall furnish and the contractor will install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo and reads:
- 6.1.7. The Contractor shall provide the Contracting Officer with a diagram of the proposed sign which specifies dimensions and identifies the installation location for approval by the Contracting Officer prior to fabrication of the sign. The VA has renamed Community Based Outpatient Clinics, when necessary, to reflect the county in which they are located.

**6.2. BILLING-CPT CODES:** The Contractor shall adhere to the most current procedural terminology (CPT) coding standards used for primary care and mental health services – examples listed of CPT and Health Care Common Procedural Coding System (HCPCs) – this list is not all inclusive as it is subject to conformance to the Centers for Medicare and Medicaid Services (CMS) regulations. The contractor shall submit applicable codes should changes be required based on CMS updates. As such, the contractor is responsible for identifying applicable CPT, HCPCs and any additional coding each year as CMS regulations are updated. These codes are for both primary care and MH services – please adjust if your services proposed are, for example, primary care only.

CPT CODES	SERVICES
90801, 90804, 90806, 90808, 90847, 90853	Individual Psychotherapy (Mental Health)
90847, 90847	Group/Family Psychotherapy (Mental Health)

99201-99215	Office or Other Outpatient Services (Primary Care)
99354-99355	Prolonged Services Face to Face
10060, 10061, 10120, 10140, 10160, 10180, 11000, 11001, 11040, 11055, 11056, 11057, 11719, 11720, 11721, 11730, 11732, 11740, 11900, 20550, 20600, 20605, J0702, J0704, G0127, 28510	Podiatry Services.
99441-99443	Telephone Calls to Patient or Other Health Care Professionals
99381-99397	Preventive Medicine Service
99401-99429	Counseling and or Risk Factor Reduction Intervention
36410, 36415	Venipuncture for collection of specimens
Included in CPT codes listed elsewhere in this table.	Female: Women's health services, including but not limited to, pelvic/breast exams; contraception counseling and management; management of osteoporosis, menopause, pelvic pain, abnormal uterine bleeding, and sexually transmitted diseases; in addition to screening for breast and cervical cancer or, a history of sexual trauma. Referral for pregnancy, mammography and recognition of ectopic pregnancy. GYN abnormalities should be referred through a Gynecology consult to the Parent facility.
65205	Eye: Superficial removal of foreign bodies.
69000-69200 69210	Ear: Simple procedures (e.g., drainage ext. ear abscess, removal foreign body).
81002, 81025, 82272QW, 82075, 82948, 83036QW, 85610QW	Laboratory Services as follows: Urinalysis (non-automated w/o microscopic), pregnancy testing (visual color comparison), occult blood feces 1-3 tests, breath alcohol, whole blood glucose, glycated Hemoglobin (A1C), and prothrombin time/INR. Optional Provider Performed Tests are as follows: Gastrocult and crystals. Note: These (waived) laboratory tests can be typically done in physicians' offices. All other laboratory services should be referred to VA.
90700-90749	Immunization Injections as recommended by CDC, or other recognized medical groups/academies.
93000, 93005, 93010, 93040,	Cardiograph Services are limited to ECG performance and

93041, 93042	interpretation.  Note: The Contractor must utilize MUSE-compatible EKGs – FILLIN – VA provided EKGs and Holter Monitor (as applicable to your facility).
94010, 94060, 94640, 94760	Performance and interpretation of spirometry and pulse oximetry for oxygen saturation. Other pulmonary procedures are excluded.
10060, 10061, 10080, 10081, 10120, 11200, 11730, 11770, 12001, 12002, 12004, 12005, 12006	Minor Surgery. Procedures are limited to minor surgeries that only require local anesthesia.

## **6.2.1. EVALUATION AND MANAGEMENT AND BILLABLE ROSTER:**

### **6.2.1.1. Additions to Billable Roster**

- 6.2.1.1.1. All patients assigned to the contracted clinic shall have a minimum of a Level 3 Evaluation and Management (E&M) exam performed and documented within the last 12 months by an authorized provider. Authorized providers include physicians (residents are physicians), physician assistants, clinical nurse specialists and nurse practitioners. CPT codes that meet this purpose include: 90791, 90792, 99203, 99204, 99205, 99213, 99214, 99215, 99243, 99244, 99245, 99283, 99284, 99285, 99343, 99344, 99345, 99349, 99350, 99385, 99386, 99387, 99395, 99396, 99397, 99455, and 99456. \_\_\_\_\_
- 6.2.1.1.2. VA has the sole authority to assign Veterans who are treated by the Contractor into the PCMM software program used to track Primary Care Clinic Veteran rosters. Eligibility determination and enrollment of VA eligible enrolled Veterans in the Contractor's plan shall be the responsibility of the VA. The Contractor is responsible for notifying the VA through electronic shared-drive spreadsheets of newly seen Veterans at the Contractor's site that are not already assigned in the PCMM software program. The VA will then verify that the Veteran was seen through VISTA documentation, and enter the Veteran into the PCMM software as credited to the Contractor's site and associated clinic roster.
- 6.2.1.1.3. If the Contractor seeks to place on the billable roster a Veteran at the Contractor's site who is already assigned to another primary care team or provider in the VHA, the VA will have final authority to designate the primary care site for the Veteran. The main basis for this decision will be Veteran preference. Veterans shall not be allowed to be assigned to more than one VA Outpatient Site of Care. In addition, Veterans will not be allowed to be assigned simultaneously at the Contractor's site and in any of the primary care teams at the VA. A Veteran's checked out visit to a particular Outpatient Site of Care shall be deemed to be an expression of that Veteran's preference as to a particular primary care site.

- 6.2.1.1.4. For Veterans newly assigned in PCMM, the Contractor shall be paid the monthly capitation rate for the full month in which the first visit occurs where medical care is provided to the Veteran at the Contractor's facility by an authorized provider completing and properly documenting at least a Level 3 E&M exam and using the proper CPT Codes. (See first paragraph in this section for a list of authorized providers and CPT codes). All payments shall be monthly in arrears.

#### **6.2.1.2. Removal from Billable Roster**

- 6.2.1.2.1. The Contractor is responsible for confirming with the VA Veterans who no longer should be included on the billable roster at the Contractor's site. This includes Veterans who have died, moved to other areas, have decided to receive their primary care elsewhere or whom the Contractor has determined have not received at least a Level 3 Evaluation and Management Exam Visit in the previous 12 months. Delayed notification that a Veteran should be removed from the billable roster for reasons will result in offsets being taken against subsequent invoices. Delayed notification includes circumstances in which the Contractor or VA, through no fault of their own, do not receive such information until after the fact.
- 6.2.1.2.2. In the event that a Veteran has a legitimate complaint and demands disenrollment for cause, payment shall be discontinued the month after the patient is reassigned in PCMM and Contractor is notified. If arbitration is necessary, clinical issues will be referred to the Executive Director of the contracted facility and the Vice President, Primary Care Service Line section of the VA. In the event that a decision cannot be reached at the clinical level, referral shall be made to the CO for final determination. This decision shall be binding.
- 6.2.1.2.3. Contractor, with approval of the Sheridan VAHCS Medical Center Director may disenroll a Veteran (remove from billable roster) for legitimate cause that may include: Repeated disruptive behavior in clinic; Threatening behavior towards Contractor personnel. The Contractor shall contact the COR, or his designated representative, to discuss any issues, including possible removal from the billable roster, due to disruptive Veteran behavior.
- 6.2.1.2.4. The VA has ultimate authority to remove from the billable roster, at any time, an enrolled Veteran from the responsibility of the Contractor. The VA will notify the Veteran (with the exception of the no show as explained below) and the Contractor of the effective date of removal from the billable roster. Removal of Veterans from the Contractor's responsibility may occur, but not be limited to, the following reasons:
- The Veteran loses eligibility for VA care.
  - The VA decides that removal from the billable roster is in the best interest of the Veteran.
  - The Veteran was found to have falsified the application for VA services, and approval was based on false information.

- When it is determined that a Veteran has abused the VA system by allowing an ineligible person to utilize the Veteran's identification card to obtain services.
- When it is determined that the Veteran has willfully and repeatedly refused to comply with the Contractor's requirements or VA requirements, subject to federal laws and regulations.
- When it is determined that the Veteran has abused the VA program by using VA identification card to seek or obtain drugs or supplies illegally or for resale, subject to state and federal laws and regulations.

6.2.1.2.5. The Contractor gives written notification to the VA that the Contractor cannot provide the necessary services to the Veteran or establish an appropriate provider Veteran relationship.

6.2.1.2.6. If the Veteran fails to show up for two consecutive appointments, Contractor shall notify the Veteran by letter after second "no show," advising of potential disenrollment from the Outpatient Site of Care (and removal from the billable roster) if Veteran does not contact provider within two (2) weeks of notification. The Contractor shall notify the VA of any Veteran that does not respond to disenrollment notification, immediately after the lapse of the two (2) week period from notification of the Veteran. The Contractor shall also notify VA of any of the following:

- Death of the Veteran.
- When a Veteran moves to another area.
- When a Veteran receives his/her primary care elsewhere.
- When a Veteran does not receive at least a Level 3-Evaluation and Management Exam Visit from the Contractor within twelve (12) months of their last visit.

NOTE: These circumstances may become known after the fact. Upon discovery of these situations, the Contractor shall credit or reimburse the VA back to the original date of the removal criteria being met for reasons above.

6.2.1.2.7. For Veterans removed from the billable roster under the "per Veteran[patient] per month (PPPM)" capitation payment method, the Contractor shall be paid the monthly capitation rate for the full month in which the date of removal occurred.

6.2.1.2.8. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VA Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the CO is binding.

6.2.1.3. **Monthly Billable Roster and Invoice Reconciliation:** Monthly billable roster and invoice reconciliation shall take place as follows:

- 6.2.1.3.1. The VA shall present to the Contractor the VA billable roster for the applicable month to be invoiced.
- 6.2.1.3.2. The Contractor shall reconcile the VA billable roster with its records, negotiate any differences between its records and the VA billable roster, and invoice the VA.
- 6.2.1.3.3. The VA shall certify the Contractor's invoice.
- 6.2.1.3.4. No later than the seventh (7th) workday of each month, the VA Coordinator or the COR (or their designee) will submit to the contractor a list of Veteran names who properly meet the billing criteria. This list is the VA "billable roster" for the applicable month to be invoiced. This list will represent the Veterans for whom the VA is willing to provide payment for the previous month. This list will include the names of all Veterans who have received at least a Level 3 "Evaluation and Management" exam from an authorized provider (as defined earlier in this solicitation) within the previous 12 calendar months using one or more of the Evaluation and Management CPT codes listed earlier in this solicitation / contract. (Example: A list sent to the Contractor on October 7, 2009 will cover the time frame of October 1, 2008 through September 30, 2009.) This billable roster represents all Veterans seen in at least a Level 3 "Evaluation and Management" appointment in the previous 12 months minus any Veterans who may have been seen in that timeframe but have, in the meantime, died, moved to another location and do not plan to receive care at the particular site, or have transferred their care to either another site, a VA Medical Center, or to a private medical practitioner, or who meet any of the remaining disenrollment categories.
- 6.2.1.3.5. The VA will also provide the Contractor with an alphabetically arranged lists of names of Veterans who were removed that month from the billable roster due to death, relocation, transfer of care, failure to be seen in at least a Level 3 Evaluation and Management exam visit for the previous 12 months and/or any one of the reasons listed above. The list shall also include which disenrollment reason is applicable to the particular disenrolled Veteran.
- 6.2.1.3.6. Veteran names that come to either the VA' or the Contractor's attention "after the fact" will not only be removed from the current list of invoiced names, but the Contractor shall also credit or reimburse the VA for any previous months that may have passed during which time the VA and/or the Contractor were unaware of the Veteran's demise, relocation, receipt of health care at a different location or any other reason listed in above, for which the VA was paying the Contractor for perceived care.
- 6.2.1.3.7. The Contractor shall reconcile the VA billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding the VA provided billable roster, will be required to be negotiated between the Contractor and the VA Coordinator/COR or the CO or their designee. The final Arbitrator to any disagreements between the Contractor and the VA regarding this billable roster is CO. CO decisions in this regard are final, provided that such decision is consistent with the other terms of the contract.
- 6.2.1.3.8. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data, the VA will certify the invoice for payment. The Contractor shall have 30 calendar days from the date of invoice to justify any additions to the billable roster for the applicable month of invoice. After 30 calendar days, no further changes will be authorized for the applicable month's invoice.

## 6.2.2. INVOICING AND PAYMENT:

6.2.2.1. **Department of Labor Wage Determination** -The Service Contract Act of 1965 and the Department of Labor Wage Determination at attached applies to the resultant contract(s).

6.2.2.2. **Payment in Full.** Costs are responsibility of parent VA contracting this service. The contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment. The contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

Electronic Invoice Submission: Invoices will be electronically submitted to the Tungsten website at <http://www.tungstennetwork.com/uk/en/> Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review “How to Create an Invoice” within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror the current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). Payments will only be made for actual services rendered. Payments shall be made monthly, in arrears. The Contractor shall be reimbursed at the capitation rate specified in the Supplies or Services and Prices/Costs Section. The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. The Contractor shall be reimbursed upon receipt of a proper invoice. Invoices must contain the following information:

- 6.2.2.2.1. Total number of listed Veterans from the previous month's invoice.
- 6.2.2.2.2. New Veterans added to the billable roster since the previous month's invoice.
- 6.2.2.2.3. Veterans removed from the billable roster since the previous month's invoice.
- 6.2.2.2.4. Names of Veterans (if any) whose disenrollment generate a credit, the amount of the credit, and the calculation(s) used to arrive at the credit.
- 6.2.2.2.5. The newly enrolled and disenrolled categories will list, alphabetically, each listed Veteran Patient's name followed with his/her social security number and date of first visit and/or date of removal, as appropriate.
- 6.2.2.2.6. Firm's Tax Payer ID Number (TIN)
- 6.2.2.2.7. Firm's "Remit Address" information
- 6.2.2.2.8. The VA Purchase Order (PO) number
- 6.2.2.2.9. Firm's contact information: (Personal Name, Email, and Phone)
- 6.2.2.2.10. VA point of contact information: (Personal Name, Email, and Phone)
- 6.2.2.2.11. The Period of Performance dates (Beginning and Ending)
- 6.2.2.2.12. All discount information if applicable (Percent and Date Terms)

6.2.2.2.13. For additional information, please contact:

**6.2.2.2.13.1. Tungsten Support** Phone: 1-877-489-6135 Website: <http://www.tungsten-network.com/uk/en/>

**Department of Veterans Affairs Financial Service Center** Phone: 1-877-353-9791 Email: [vafscched@va.gov](mailto:vafscched@va.gov)

6.2.2.3. Veteran Patients determined to be ineligible for VA medical care will be billed by VA for the care rendered in accordance with VA regulations. VA shall reimburse the Contractor for one visit for patient or Veteran subsequently deemed ineligible by VA. Reimbursement will be at the Medicare rate in effect on date of service for the state of Wyoming for the CPT codes utilized during the initial visit. In accordance with the Description/Specifications/Work Statement Section, the VA is required to verify Veteran eligibility within twenty-four (24) hours from the time the Contractor requests an eligibility determination for each applicant.

6.2.2.4. The VA may deny payment for emergency medical services performed locally outside the Contractor's facility if the VA physician reviewing the Veteran's medical record determines that no emergency existed. The Contractor can appeal this determination in writing to the Contracting Officer by submitting supporting documentation. If a dispute still exists after Contractor's documentation is reviewed, the Contractor may file a claim under the Disputes clause of the contract, FAR 52.212-4(d).

### **6.2.3. PROCEDURE REGARDING THIRD PARTY RESOURCES:**

6.2.3.1. The VA shall be entitled to, and shall exercise full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled Veterans under this contract and recover any such liability from the third party. If the Contractor has determined that third party liability exists for part or all of the services provided directly by the Contractor to an enrolled patient, the Contractor shall make reasonable efforts to notify VA for recovery from third party liable sources the value of services rendered. All such cases will be referred to the MCCR Section at VA.

6.2.3.2. VA has the authority to bill insurance carriers for treatment provided to Veterans for non-service related conditions. Veterans presenting for care will be asked by the Contractor's staff to provide their insurance and/or Medicare card(s). Per the national mandate, the Contractor's staff will then scan the insurance cards (front and back) into the DSS program for processing. In the event the card is not able to be scanned, a photocopy of the front and back should be made and faxed to the MCCR Section at Sheridan VAHCS. The copy of the card must be faxed no later than the end of the second business day the Veteran is seen. The system automatically requires update of this data every six months (180 days) unless the Veteran identifies a change in his insurance status. Contractor is not liable for data older than 6 months if Veteran has not visited. The Contractor shall review the health insurance information at the time of each clinic visit. The Contractor shall provide the VA with Veteran treatment information on a daily basis in order to facilitate third party billing. The Contractor shall also provide copies of medical records, at no charge, when requested by the VA to support billing.

6.2.3.3. The Contractor shall obtain, as required by 38 U.S.C. 7332, a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. This release of Information Form (VA# 10-5345 <http://www.va.gov/vaforms/medical/pdf/vha-10-5345-fill.pdf&sa=U&ei=mw41UM3oLqbI2AWch4HwBw&ved=0CBIQFjAA&usg=AFQjCNHAqetaMlvcgLUkzUyfyRSOz0Dmnw>) also should be faxed to the Medical Care Cost Recovery (MCCR) Section Sheridan VAHCS. If the Veteran refuses to consent, the Contractor shall document the refusal and notify the Business Office MCCR supervisor at the Sheridan VAHCS.

#### 6.3. CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6)-

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

#### 1. GENERAL

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

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

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. 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 when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite 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 COTR.

#### 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 COTR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

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b. The contractor/subcontractor shall certify to the COTR 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;

(2) 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

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

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

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

(2) “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

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

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

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

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been

validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within \_\_\_\_ days.

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

## 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 COTR 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, and 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 COTR. 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 COTR 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. However, it is the policy of VA to forego collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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-days' 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 requiring 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 COTR 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.

VA HANDBOOK 6500.6

APPENDIX D

CONTRACTOR RULES OF BEHAVIOR

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

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

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

to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

g. I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

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

## 2. GENERAL RULES OF BEHAVIOR

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

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

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

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

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

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

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

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal

government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

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

(8) Protect passwords from access by other individuals.

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

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

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

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

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

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

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

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

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

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

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

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

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

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

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

### 4. STATEMENT ON LITIGATION

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

### 5. ACKNOWLEDGEMENT AND ACCEPTANCE

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

Print or type your full name

Signature

Last 4 digits of SSN Date

Office Phone

Position Title

Contractor's Company Name

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

## SECTION C - CONTRACT CLAUSES

### C.1 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

## **C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)**

(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 Government wide 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, 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 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.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration date of the final order.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$45,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,430,000;

(2) Any order for a combination of items in excess of \$5,700,000; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the

Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the final order.

(End of Clause)

#### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

#### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

#### **C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### **C.9 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable

for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### **C.10 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.11 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.12 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.13 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.14 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)**

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA 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 service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

## **C.15 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.16 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 Million per occurrence / 3 Million 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:

1 Million per occurrence / 3 Million aggregate

(End of Clause)

## **C.17 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Wyoming. 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.18 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.19 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011

## **C.20 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

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

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

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

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

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

## **C.21 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)**

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) Web site 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, 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.

*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—

(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).

*Labor compliance agreement* means an agreement entered into between a contractor and 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* mean 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.

*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 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, DoD, GSA, 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 access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(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 FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* 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 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 (FAPIS):

- (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).

**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, DoD, GSA, 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

(End of Addendum to 52.212-4)

## **C.22 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of Provision)

## **C.23 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[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).

[ ] (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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (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).

☐ (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (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 (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Representation (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)).
- ☒ (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).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (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).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 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, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☒ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

☐ (40)(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.

☐ (41)(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.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (43)(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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☒ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(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.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 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).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (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).

Employee Class

Monetary Wage-Fringe Benefits

☒ (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).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(iii) 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.

(iv) 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.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 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).

(xiv) 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).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 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, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 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).

(xxii) 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.

(xxiii) 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)

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

See attached document: Attachment D.1 - CBOC Nursing Competencies.

See attached document: Attachment D.2 - CONTRACTOR CERTIFICATION-ImmigNationalityAct.

See attached document: Attachment D.3 - FY12 VHA T21 Implementation Guidance.

See attached document: Attachment D.4 - Lab Instructions.

See attached document: Attachment D.5 - Outside CD Import.

See attached document: Attachment D.7 - QASP Basin Area CBOC.

See attached document: Attachment D.6 - Rec Ward Stock List.

See attached document: Attachment D.8 - WD 15-5407 Rev 1 Park County WY.

See attached document: Attachment D.9 - PAST PERFORMANCE REFERENCES-Basin Area CBOC.

See attached document: Attachment D.10 - PAST PERFORMANCE QUESTIONNAIRE-Basin Area CBOC.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *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 the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

1. **General Instructions for Proposal Submissions.** The Government will determine the merits of each offer on the basis of (1) its acceptability, and (2) its price reasonableness. An offer is acceptable when it clearly evidences the offeror's compliance, without exception, to meet the minimum requirements set forth in the solicitation. Failure to follow instructions provided in this solicitation may preclude the offeror from further consideration. Offerors should thoroughly review and be familiar with the requirements of the solicitation prior to submitting proposals in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful offeror from performing in accordance with the strict intent and meaning of the terms and conditions without additional cost to the Government.

a. Period of Acceptance of Offers. FAR 52.212-1(c) is hereby modified by this addendum as follows: The offeror agrees to hold prices in its offer firm for a period not to exceed one hundred eighty (180) calendar days from the date specified for the receipt of offers (SF 1449, block 8).

b. No facsimile will be accepted.

c. Each offeror must submit an offer (Price Proposal) and submit written information that pertains to its relative capability, including past performance (Technical Proposal).

d. The offeror shall submit its offer (Price and Technical Proposals) to the following address:

Network Contracting Office 19

ATTN: Kevin D Pollard, Contracting Officer

750 NE 13<sup>th</sup> Street, Suite 200

Oklahoma City, OK 73104

2. **Requirements for Price Proposals.** Price proposals consist of and must include the following:

a. Standard Form (SF) 1449, Solicitation/Contract/Order for Commercial Items, with blocks 12, 17, 30a, 30b, and 30c completed by an authorized representative of the offeror.

b. Schedule of Services, completed with offeror's proposed contract line item prices inserted in the appropriate spaces.

c. Solicitation Clause 52.212-3 Offeror Representations and Certifications—Commercial Items, completed by the offeror.

The completion and submission of the above items will constitute an offer (Price Proposal) and will indicate the offeror's unconditional assent to the terms and conditions in the solicitation and any attachments hereto. Offerors will provide one electronic copy of the Price Proposal.

3. **Requirements for Technical Proposals.** Each offeror must submit a written technical proposal PLUS FOUR (4) COPIES for evaluation, which must provide sufficient information to demonstrate the capabilities to satisfactorily perform the requirement. The technical proposal shall be printed on white paper, 8.5" x 11" with **no notebooks and/or special binding methods**. Offerors shall ensure their technical proposal clearly identifies the applicable sections relating to each evaluation factor. Offerors will provide one electronic copy of the Proposal.

a. Offerors should address in detail their Technical Capabilities by describing their proposed approach to each factor. All factors will be considered based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements, and the contractor's ability to meet those requirements.

(1) **Factor 1 –Technical Capability.** This factor will be used to determine the Offeror's ability to successfully manage the full range of contractual requirements, and background and relevant information regarding stability and strengths; each sub-factor is equally important.

**Sub-factor (a) – Offeror's Capabilities/Experience**

- Offerors shall provide evidence that they can provide a full range of services to include evidence of adequate staff, financial resources to acquire or obtain necessary equipment, meet start-up requirements including payrolls and staffing capabilities, including any teaming or subcontract arrangements that may be used.
- Offerors shall describe their ability to meet performance measures related to Patient Aligned Care Team (PACT) implementation (staffing ratios, exam room access, access measurements, continuity, discharge follow-up calls).
- Offerors shall describe medical and administrative equipment, other than VA-provided OIT or Tele-health equipment, and availability to be utilized under the contract. Describe contingency plan for equipment downtime. Describe familiarity with VA's electronic medical record, specifically VISTA/CPRS.

- Offerors shall submit documentation of current workload ratio for patients per physician per day.
- Offerors shall provide current organizational chart and description of organization's history.
- Offerors shall describe the mechanism to schedule qualified VA-credentialed physicians and staff to cover the required clinic schedule. Describe contingency plan for covering enrolled patient's appointments due to scheduled or unscheduled leave.
- Offerors shall describe average personnel turnover rate and how it may or may not affect contract performance. Describe the capability to recruit adequate staffing to meet contractual requirements.
- Offerors shall provide a detailed operational plan to include staffing for the first 90 days of the clinic.

**Sub-factor (b) – Staffing**

- Offerors shall provide a list of names of the qualified physicians, nurse practitioners and other primary care provider staff intended to be utilized in the performance of the contract and/or describe the mechanism used to provide qualified physicians, nurse practitioners and primary care provider staff to perform the contractual requirements.
- Offerors shall provide copies of the following for any physician(s) to be assigned to perform services under the contract, including any physicians to provide coverage relief:
  - Board Certification or Board Eligible in Internal Medicine and/or Family Practice
  - Active, current, unrestricted license
  - Curriculum Vitae
  - Completed physician application (VA Form 10-2850) for privileges at Sheridan VAHCS for all physicians, including ancillary providers
- Offerors shall provide copies of the following on any nurse practitioner(s) to be assigned to perform services under the contract, including any nurse practitioner(s) to provide coverage relief:
  - Transcript(s) from an Accredited Nurse Practitioner Program
  - Graduation Certificate from an Accredited Nurse Practitioner Program
  - Active, current, unrestricted license
  - Curriculum Vitae
- Offerors shall provide a list of administrative support staff and describe the level of training and experience of each that will be utilized to meet the administrative support functions in the performance of the contract, including grievance system and quality assurance/performance improvement.

**Sub-factor (c) – Location/Accessibility (site visit may be conducted prior to award)**

- Offerors shall specify the location of the proposed facility to be utilized in the performance of the contract, including full street address
- Offerors shall describe access to public transportation to the facility
- Offerors shall describe the location of the facility in relation to major highways
- Offerors shall describe the availability of adequate parking at the facility
- Offerors shall describe handicap accessibility to the facility

**Sub-factor (d) – Quality Management/Performance Improvement**

- Offerors Identify the quality standard the offeror intends to implement to ensure the quality control of service requirements. Describe your quality control program by listing and describing the most significant elements of the program as they relate to the performance work statement requirements.

(2) **Factor 2 – Past Performance.** This factor will be used to assess an offeror's likelihood of performing successfully on this contract. Past performance will be assessed for relevancy, recent, and confidence/success. For this factor:

(a) The Government shall review available past performance data in the Federal Awardee Performance and Integrity Information System found in the Past Performance Information Retrieval System found at <https://fapiis.ppirs.gov/>.

(b) Offerors shall identify three (3) current or recently completed (within the past three years) contracts that are similar in scope and dollar value to the contract being offered herein, to include contract name, dates of performance, point of contact, telephone number and e-mail address. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers. Refer to ATTACHMENT D.9 in Section D of the RFP.

(c) Each offeror shall provide their references with a copy of the Past Performance Questionnaire/Survey (ATTACHMENT D.10) in Section D of the RFP, and have it returned to the CO by the response date listed in Block 8 of SF1449. Questionnaires can be scanned and emailed from the references only to [kevin.pollard2@va.gov](mailto:kevin.pollard2@va.gov). It is the Offeror's responsibility to ensure their references complete and submit these questionnaires.

(d) The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

(e) In accordance with FAR 15.305(a)(2)(iv), if an offeror has no record of relevant past performance or for whom information is not available, they will not be rated favorably or unfavorably.

**(3) Factor 3 – Veteran Preference**

(a) In accordance with VAAR 852.215-70 included herein, this factor will take into consideration an offeror's status as an SDVOSB, VOSB and/or its proposed use of eligible SDVOSB and/or VOSB as subcontractors. This factor will give credit in the following order of descending importance:

(i) Service-Disabled Veteran-Owned Small Business (SDVOSB) Provide SDVOSB status if applicable to the offer. The greater the equality of offers within the non-price factors and price, the more

important this status becomes in selecting the best value to the Government. Preference will be given to Service Disabled Veteran Owned Business whose offer is equal to or exceeds all other offers in non-price and price factors and provides the best value to the Government. Furthermore, preference will be given to the Service Disabled Veteran Owned Small Business whose offer is equal to or exceeds the proposals of any Veteran Owned Small Business and provides the best value to the Government.

(ii) Veteran-Owned Small Business (VOSB) The greater the equality of offers within the non-price factors and price, the more important this status becomes in selecting the best value to the Government. Preference will be given to the Veteran Owned Small Business whose offer is equal to or exceeds all other offers in non-price and price factors and provides the best value to the Government.

(iii) Non-SDVOSB or Non-VOSB committing to subcontracting with either SDVOSB or VOSB in the performance of the contract. In an effort to achieve socioeconomic small business goals, the VA will evaluate offerors based on their veteran-owned or service-disabled veteran-owned status, their proposed use of veteran-owned or service-disabled veteran-owned small businesses as subcontractors, and their past performance on adherence to subcontracting plan requirements.

(b) In order for SDVOSB or VOSB to receive credit under this factor, the offeror must be registered and verified in the Vendor Information Pages database at <https://www.VetBiz.gov> per VAAR 804.1102.

(c) To receive credit under the Proposed Use of Veteran-Owned and Service Disabled Veteran-Owned Small Business Subcontractors evaluation factor, offerors must state in their proposals the names of the veteran-owned and service-disabled veteran-owned small businesses with whom they intend to subcontract and the approximate dollar values of the proposed subcontracts. In addition, Offerors proposing to use veteran-owned or service-disabled veteran-owned small businesses as subcontractors will receive more favorable consideration under the Proposed Use of Veteran-Owned and Service-Disabled Veteran-Owned Small Business Subcontractors evaluation factor. To qualify, the subcontractor(s) must be registered and verified by The Center for Veterans Enterprise at [www.vetbiz.gov](http://www.vetbiz.gov).

(End of Addendum to 52.212-1)

### **E.3 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.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **E.6 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:

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Veterans Healthcare System of the Ozarks  
Purchasing & Contracting (90C)  
1100 N. College Avenue  
Fayetteville AR 72703  
Mailing Address:

Department of Veterans Affairs

Veterans Healthcare System of the Ozarks  
Purchasing & Contracting (90C)

1100 N. College Avenue  
Fayetteville AR 72703

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## **E.7 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)

## **E.8 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.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	JAN 2008

## **E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u><b>FAR</b></u> <u><b>Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.204-6	UNIQUE ENTITY IDENTIFIER (End of Addendum to 52.212-1)	OCT 2016

## **E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 – Technical Capability
  - Sub-factor (a) – Offeror’s Capability/Experience
  - Sub-factor (b) – Staffing
  - Sub-factor (c) – Geographic Location/Accessibility
  - Sub-factor (d)- Quality Management/Performance
- Factor 2 – Past Performance
- Factor 3 – Veteran Preference
- Factor 4 – Price

The cumulative rating of Factors 1 including sub-factors through Factor 3 are significantly more important to the Government when compared to price (Factor 4), for the purposes of determining the best value to the Government; therefore, the Government may award to other than the lowest priced offeror if it is in the Government’s best interest to do so.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

## **E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (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) Web site 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, 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.

*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—

(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).

*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.

*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 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, DoD, GSA, 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 access through <http://www.acquisition.gov>. After reviewing the SAM database information, the

offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

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*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------


*[List as necessary]*

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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\_\_\_\_\_  
 [List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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*(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

*(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—*

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

*(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* 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 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 (FAPIS):

(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, DoD, GSA, 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)