SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 646-18-2-111-0004

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			VA244-17-R-0822	07-20-2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Brandi Shellhammer	412-822-3797	09-08-2017 11:00 AM EST

9. ISSUED BY CODE 00244

Department of Veterans Affairs
Network Contracting Office 4
VA Pittsburgh Healthcare System
1010 Delafield Road
Pittsburgh PA 15215

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 621498

SIZE STANDARD: $20.5 Million

Y

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE 00646

Department of Veteran Affairs
Veterans Health Administration
VA Pittsburgh Healthcare System
1010 Delafield Road
Pittsburgh PA 15215

16. ADMINISTERED BY CODE 00244

Department of Veterans Affairs
Network Contracting Office 4
VA Pittsburgh Healthcare System
1010 Delafield Road
Pittsburgh PA 15215

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. DUNS: DUNS+4:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE _____

Austin Payment Center
Department of Veterans Affairs

PO Box 149971
Austin TX 78714-9971

PHONE: (877) 353-9791 FAX: (512) 460-5429

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Fayette County, PA Community Based Outpatient Clinic Services. See Price Cost/ Schedule on pages 5-7. Period of Performance: 04/01/2018 through 03/31/2028 Indefinite Delivery Indefinite Quantity (IDIQ) 5 Year Base Period with five option years that may or may not be exercised at the Government's discretion. In accordance with Performance Work Statement on pages 8-76 and all applicable terms and conditions included herein. The Contractor shall be responsible for the correct title Classification of workers and compliance with all applicable Wage and hour laws. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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

[ ] 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) SHAWN SMITH CONTRACTING OFFICER	31c. DATE SIGNED

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C244 SHAWN SMITH; Email Shawn.Smith@va.gov

Department of Veterans Affairs
Network Contracting Office 4
1010 Delafield Road
Pittsburgh, PA 15215

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer— System For Award Management, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] MONTHLY

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.

Austin Payment Center
Department of Veterans Affairs
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

Under the authority of Public Law 104-262 and 38 U.S.C. 8153 the contractor agrees to provide Primary Care services in accordance with the terms, conditions, and provisions stated herein at the prices specified in the Schedule of Services. Proposed Contractor facility must be physically located in Fayette County Pennsylvania within the 9th Congressional District. Veterans to be serviced under this contract reside primarily in the cities surrounding and/or in Fayette County, however; residency is not restricted to this county. The Parent Facility is the VA Pittsburgh Healthcare System (VAPHS), University Drive, Pittsburgh, PA. Payment for primary care services shall be based on a monthly capitated rate, as further explained within this solicitation.

The quantities listed in the Price Schedule below are estimates only and are not to be considered a minimum or maximum.

The Government will order the below specified minimum contract value of services and may order up to and including the below specified maximum contract value of services through task orders under this basic IDIQ contract during the duration of the contract inclusive of all option periods. The maximum amount under this contract is not guaranteed.

The guaranteed minimum contract quantity is $1,592,532.00 and the maximum quantity shall not exceed $40,000,000.00.

Ordering Procedures: VA has the sole authority to assign Veterans treated by the contractor into the Primary Care Management Manual (PCMM) software program used to track primary care clinic veteran rosters. Specific billable processes for issuing task orders under the resultant contract include determining veteran eligibility, enrollment eligibility, and required Evaluation and Management Exams Please refer to pages 71-72 section 6.2.2 invoicing and payments for payment processing

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Primary Care services will be provided in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. The period of performance is a 5 year base. Pricing will be based on capitation rates per member, per month (PMPM). POP Begin: 04/01/2018 POP End: 3/31/2023	0.00	PMPM	_____	_____
0001AA	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Base POP Begin: 04/01/2018 POP End: 3/31/2019	36,576.00	PMPM	_____	_____
0001AB	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Base POP Begin: 04/01/2019	37,152.00	PMPM	_____	_____

	POP End: 3/31/2020				
0001AC	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Base POP Begin: 04/01/2020 POP End: 03/31/2021	37,728.00	PMPM	_____	_____
0001AD	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Base POP Begin: 04/01/2021 POP End: 03/31/2022	38,304.00	PMPM	_____	_____
0001AE	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Base POP Begin: 04/01/2022 POP End: 03/31/2023	38,880.00	PMPM	_____	_____
1001	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Option 1 POP Begin: 04/01/2023 POP End: 03/31/2024	39,456.00	PMPM	_____	_____
2001	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Option 2 POP Begin: 04/01/2024 POP End: 03/31/2025	40,032.00	PMPM	_____	_____
3001	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Option 3 POP Begin: 04/01/2025 POP End: 03/31/2026	40,608.00	PMPM	_____	_____
4001	Provide primary care services in accordance with attached performance work statement for Fayette County, PA. Congressional District #9. Contract Period: Option 4 POP Begin: 04/01/2026 POP End: 03/31/2027	41,184.00	PMPM	_____	_____
5001	Provide primary care services in accordance with attached performance work statement for Fayette County, PA.	41,760.00	PMPM	_____	_____

Congressional District #9. Contract Period: Option 5 POP Begin: 04/01/2027 POP End: 03/31/2028	
	GRAND TOTAL _____

B.3 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 VA Pittsburgh Healthcare System (VAPHS) requires the following services to be provided in a private hospital, office or clinic environment to veterans, primarily residing in Fayette County, PA.

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.

1.2. **PLACE OF PERFORMANCE**: Fayette County, PA. The Contractor's facility must be physically located in Fayette County, PA; within the 9th Congressional District.

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

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
1.4.8. **VA Directive 1663, "Health Care Resources Contracting – Buying"** 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
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**
1.4.13. **VHA Directive 2007-033, "Telephone Service for Clinical Care,"** 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
1.4.15. **VHA Directive 1088, "Communicating Test Results to Providers and Patients"** 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
1.4.17. **VHA Directive 1033, "Anticoagulation Therapy Management"**http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3129
1.4.18. **VHA Directive 1108.08, "VHA Formulary Management Process"** https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3291
1.4.19. **VHA Directive 1230 "Outpatient Scheduling Processes and Procedures"** **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
1.4.22. **VHA Directive 2010-033, "Military Sexual Trauma (MST) Programming,"** 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
1.4.24. **VHA Directive 2011-012 ,"Medication Reconciliation"** 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
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
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
1.4.28. **VA Handbook 0730, "Security and Law Enforcement"** 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.
1.4.30. **VHA Handbook 1004.07, "Financial Relationships between Health Care Professionals and Industry"** https://www.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
1.4.32. **VHA Handbook 1050.01, "VHA National Patient Safety Improvement Handbook"** 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

1.4.34. **VHA Handbook 1100.18, "Reporting And Responding To State Licensing Boards"** 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
1.4.36. **VHA Handbook 1101.02 , "Primary Care Management Module"** 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
1.4.38. **VHA Handbook 1101.10, "Patient Aligned Care Team (PACT)"** 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
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
1.4.41. **VHA Handbook 1108.05, "Outpatient Pharmacy Services"** 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.
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
1.4.44. **VHA Handbook, "1330.01 Health Care Services for Women Veterans"** 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
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
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
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
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/osha3148.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
1.4.54. **PACT Space Module Design Guide (June 2015)** http://www.cfm.va.gov/til/dGuide/dgPACT.pdf.
1.4.55. **Provision of Medical Statements and Completion of Forms by VA Health Care Providers** https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=4300

1.5. DEFINITIONS/ACRONYMS:

1.5.1. ABMS: American Board of Medical Specialties
1.5.2. ACLS: Advanced Cardiac Life Support
1.5.3. ACGME: Accreditation Council for Graduate Medical Education
1.5.4. ACPE: American Council on Pharmaceutical Education
1.5.5. ACO: Administrative Contracting Officer

1.5.6. ADE: adverse drug events
1.5.7. AED: Automatic External Defibrillator
1.5.8. AIS: Automated Information Security
1.5.9. ANA: American Nurses Association
1.5.10. AOA: American Osteopathic Association
1.5.11. ARRT: American Registry of Radiologic Technology
1.5.12. ASC: Ambulatory Surgery Clinic
1.5.13. 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.
1.5.14. BAA : Business Associate Agreement
1.5.15. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting
1.5.16. BLS: Basic Life Support
1.5.17. BOS: Bureau of Osteopathic Specialists
1.5.18. CAHEA: Committee on Allied Health Education and Accreditation
1.5.19. CAP: College of American Pathologists
1.5.20. CARF: Commission on Accreditation of Rehabilitation Facilities
1.5.21. CBO: VA Central Billing Office.
1.5.22. CDC: Centers for Disease Control and Prevention
1.5.23. CEU: Certified Education Unit
1.5.24. CLIA: Clinical Laboratory Improvement Amendments
1.5.25. CME: Continuing Medical Education
1.5.26. CMS: Center for Medicare and Medicaid Services
1.5.27. CO: Contracting Officer
1.5.28. COPD: chronic obstructive pulmonary disease
1.5.29. COR: Contracting Officer's Representative
1.5.30. COS: Chief of Staff
1.5.31. CPA: Collaborative Practice Agreement
1.5.32. CPS : Clinical Pharmacy Specialist
1.5.33. CPT: Current Procedural Terminology
1.5.34. CRNP: Certified Registered Nurse Practitioners
1.5.35. CSWE: The Council on Social Work Education The CSWE website is http://www.cswe.org/.
1.5.36. CPARS: Contractor Performance Assessment Reporting System
1.5.37. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.
1.5.38. CVT: Clinical Video Telehealth
1.5.39. DICOM: Digital Image and Communication in Medicine
1.5.40. DIGMA: Drop In Group Medical Appointment
1.5.41. DRG: Diagnostic Related Group
1.5.42. DSS: Decision Support System
1.5.43. ECC Extended Care Center
1.5.44. 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 disenrolled.
1.5.45. EPRP: External Peer Review Program
1.5.46. FDA: Food and Drug Administration
1.5.47. FSMB: Federation of State Medical Boards
1.5.48. 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.
1.5.49. HHS: Department of Health and Human Services
1.5.50. HCFA: HealthCare Financing Administration

1.5.51. 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.

1.5.52. HT: Home Telehealth

1.5.53. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories

1.5.54. INR: International Normalized Ratio

1.5.55. ISO: Information Security Officer

1.5.56. LIP: licensed independent practitioner

1.5.57. MCCR: Medical Care Cost Recovery

1.5.58. 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.

1.5.59. MQSA: Mammography Quality Standards Act

1.5.60. MSN: Master of Science in Nursing

1.5.61. NCCPA: National Commission on Certification of Physician Assistants

1.5.62. NLN: National League for Nursing

1.5.63. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program

1.5.64. OTC: Over the Counter

1.5.65. PA: Physician Assistant

1.5.66. PACS: Picture Archiving and Communications System

1.5.67. 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.

1.5.68. Parent Facility: VAMC responsible for performance monitoring and payment for contracted Outpatient Site of Care services.

1.5.69. PCMH: Patient-Centered Medical Home

1.5.70. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.

1.5.71. PCP: Primary Care Provider
1.5.72. Phar.D.: Doctor of Pharmacy
1.5.73. POC: Point of Care Testing
1.5.74. 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, 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.
1.5.75. PWS: Performance Work Statement
1.5.76. QAPI: Quality Assessment and Performance Improvement
1.5.77. QASP: Quality Assurance Surveillance Plan
1.5.78. RME: reusable medical equipment
1.5.79. SOP (Clinical): Scope of Practice
1.5.80. SELF- REFERRAL: Referring patients to Contractor's facility for follow-up care. Self-referral for outpatient services at the Contractor's facility is prohibited.
1.5.81. SMA: Shared Medical Appointments
1.5.82. SPD: Sterile Processing Division
1.5.83. SPE: Senior Procurement Executive
1.5.84. 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.
1.5.85. 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.
1.5.86. TJC: The Joint Commission
1.5.87. TIU: Text Integration Utility
1.5.88. TCT: Telehealth Clinical Technicians
1.5.89. VA: Veterans Affairs
1.5.90. VAMC: Veterans Affairs Medical Center
1.5.91. VetPro: a federal web-based credentialing program for healthcare providers.
1.5.92. VHA: Veterans Health Administration
1.5.93. 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 should give preference to hiring Veterans in positions when applicable and permissible. 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 for caseload ratios are based on fulltime physician care for 1200 patients, and midlevel provider care for 900 patients in accordance with PCMM. The staffing standard for support staff shall be in ratios to Primary Care Providers of at least three support staff (1 Registered Nurse, 1 Licensed Practical Nurse and 1 Medical Support Assistant/Clerk/Medical Assistant) for each full time equivalent Primary Care Provider). Clinical Pharmacy Services: The CPS shall have available the same clerical support staffing given to other providers on the team when they are working in the capacity of a mid-level 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 require support staff that is in addition to the PACT staff, even if located in a separate area. Staff time dedicated to Business Office functions (means testing, registrations or billing), phlebotomy, file room activities, or supporting non-primary care clinics (e.g., podiatry, social work, and dietary) are not considered PACT 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: 3100.**

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. Contactor's Physicians performing under this contract shall be board certified 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 do 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. The Medical Director is the physician point of contact who interacts with the VAPHS Primary Care Vice President on clinical performance issues at this site.

2.2. **CLINICAL NURSE ADMINISTRATOR (MANDATORY FOR ALL SITES): FTE Ratio Performance Standard**: 1 FTE per CBOC **Responsible Party:** Shall be provided by Contractor. **Qualifications:** A full time Registered Nurse (RN) Clinical Administrator is required; this role is in addition to the PACT RN staff. **Position Responsibilities:** Serves as Clinical Administrator who oversees day-to-day duties and operations. This person will serve as the COR's main point of contact with the clinic and will be responsible for disseminating information to clinic staff. The Clinical Administrator will be responsible for participating in various VAPHS meetings and will provide clinic responses for items such as Action Items and congressionals.

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

2.3.1. **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.**

OPTION 1: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 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 do 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. **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). A PA's supervising physician needs to be a physician at the CBOC, and most likely will be the medical director; **VA HANDBOOK 5005/78 PART II APPENDIX G8 PHYSICIAN ASSISTANT QUALIFICATION STANDARD**
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.

2.3.2. **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 **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.

2.3.3. **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 aability 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, 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 aability 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, 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, 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 teamlet 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.

2.3.4. **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. This includes scheduling and cancelling appointments; speaking with Veterans over the phone; corresponding via email and Secure Messaging; and similar duties. Effective soft skills to maximize customer satisfaction are paramount. Adherence to all scheduling and consult directives and related handbooks is required.

2.4. DISCIPLINE SPECIFIC PACT TEAM MEMBERS (REQUIRED FOR ALL SITES):

2.4.1. **DISCIPLINE SPECIFIC 1: Clinical Pharmacy Specialist (CPS) –PACT: FTE Ratio Performance Standard**: 0.3 FTE per 1200 active patients **Qualifications:** Required education and experience demonstrating skills and abilities to perform duties ensuring smooth site operations. CPS who is a licensed pharmacist who is a graduate of an Accreditation Council for Pharmacy Education (ACPE) accredited College or School of Pharmacy with a baccalaureate degree in pharmacy (BS Pharmacy) and/or a Doctor of Pharmacy (Pharm.D.) degree and has at least 1 year of pharmacy equivalent experience at the next lower level at time of employment. In addition to the requirements listed above, the CPS must meet licensed qualification standards to include a graduate of a degree program in pharmacy from an approved college or university and have post-graduate experience performing chronic disease state and medication management services (e.g., completion of PGY-1 residency, completion of ambulatory care focused PGY-2 residency (preferred)). The CPS has duties and responsibilities as defined in VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards. Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC) http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=512&FType=2 . Authorization for a VA scope of practice is required, in accordance with VHA Directives 2008-043 and 2009-014 or subsequent policy release, and must adhere to pharmacy practice acts within that state. If proposed staff do 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. Clinical Pharmacy Specialists shall be scheduled to sufficiently provide the needs of enrolled patients functioning in the capacity of a mid-level provider (under SOP or collaborative practice agreement) as their primary duty is to assist providers with comprehensive medication management (including but not limited to medication reconciliation, Hepatitis C, pain management, hyperlipidemia, hypertension, smoking cessation, osteoporosis, diabetes mellitus and other chronic primary care disease management).

2.4.2. **DISCIPLINE SPECIFIC 2: Clinical Pharmacy Specialist (CPS) Anti-coagulation :FTE Ratio Performance Standard**: 0.2 FTE per 1200 active patients **Qualifications:** Required education and experience demonstrating skills and abilities to perform duties ensuring smooth site operations. CPS who is a licensed pharmacist who is a graduate of an Accreditation Council for Pharmacy Education (ACPE) accredited College or School of Pharmacy with a baccalaureate degree in pharmacy (BS Pharmacy) and/or a Doctor of Pharmacy (Pharm.D.) degree and has at least 1 year of pharmacy equivalent experience at the next lower level at the time of employment. In addition to the requirements listed above, the CPS. Pharmacists must meet licensed qualification standards to include a graduate of a degree program in pharmacy from an approved college or university and have post-graduate experience performing chronic disease state and medication management services (e.g., completion of PGY-1 residency, completion of ambulatory care focused PGY-2 residency (preferred)). The degree program must have been

approved by the ACPE. Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC).The CPS has duties and responsibilities as defined in VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=512&FType=2 . Authorization for a VA scope of practice is required, in accordance with VHA Directives 2008-043 and 2009-014 or subsequent policy release, and must adhere to pharmacy practice acts within that state. If proposed staff do not meet VA credentialing requirements, the Contractor shall propose substitute acceptable personnel within five (5) calendar days .
Responsibilities: Responsible for the provision of covered services to enrolled and unassigned patients presenting for care. Clinical Pharmacy Specialists shall be scheduled to sufficiently provide the needs of enrolled patients functioning in the capacity of a mid-level provider (under SOP or collaborative practice agreement) as their primary duty is to assist providers with comprehensive medication management (anticoagulation and chronic primary care disease management).

2.4.3. **DISCIPLINE SPECIFIC 3: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 QUALIFCATION STANDARD GS-185** *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.

2.4.4. **DISCIPLINE SPECIFIC 4: Registered Dietitian/Nutritionist:** FTE Ratio Performance Standard: 0.2 FTE per 1200 active patients. **Qualifications:** Meet state qualification requirements in the state of the Outpatient Site of Care (i.e. CBOC). Bachelor's degree from a U.S. regionally accredited college or university and completed a didactic program in dietetics accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND), formerly known as the Commission on Accreditation for Dietetic Education (CADE). Completed an ACEND accredited or approved supervised practice program. Supervised practice programs are post-baccalaureate degree programs that provide supervised practice experiences which meet the eligibility requirements and accreditation standards of ACEND, formally known as CADE. Completion of a coordinated program in dietetics fulfills the requirements of a supervised practice program. Time spent in a dietetic internship or supervised practice program does not qualify as creditable experience. Dietitian must be registered with the Commission on Dietetic Registration (CDR) the credentialing branch of the Academy of Nutrition and Dietetics formerly known as the American Dietetic Association (ADA). Advanced Level Practice Dietitians must possess a minimum of one advanced practice credential relevant to the area of practice, (e.g. Certified Nutrition Support Clinician (CNSC), Board Certified Specialist in Renal Nutrition (CSR), Board Certified Specialist in Gerontological Nutrition (CSG), Certified Diabetes Educator (CDE), or Board Certified Specialist in Oncology Nutrition (CSO)).**VA HANDBOOK 5005/80 PART II APPENDIX G20 DIETITIAN QUALIFICATION STANDARD GS-630** http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=764&FType=2 **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care. Registered Dietitian Nutritionist scheduled to sufficiently provide for the needs of enrolled patients and to meet all VA scheduling requirements / mandates.

2.5. **Specialty Care Staffing: The following specialty staffing shall be provided by the Contractor.**

2.5.1. **Podiatrist: FTE Ratio Performance Standard:** 1.0 FTE per 950 active patients and only a single room available for services or 1 FTE per 1300 active patients with two rooms and clinical support (such as a nail technician). Staffing ratio may be adjusted upward locally to provide VA standard patient care average of 14 – 16 patients/8-hour period being seen. **Qualifications:** Degree of doctor of podiatric medicine, or its equivalent, from a school of podiatric medicine approved by the Secretary of Veterans Affairs. Approved schools are United States schools of podiatric

medicine approved by the Council on Podiatry Education of the American Podiatry Association in the year in which the degree was granted. VHA Handbook 5005 Part II Appendix G4, p345 http://vaww.va.gov/OHRM/Directives-Handbooks/Documents/5005.pdf . Podiatrist Qualification Standards Intermediate Grade with experience necessary to run a clinical practice in a remote area. (1) Four years of podiatric practice or its equivalent. One year of the required experience must have been in a multidisciplinary clinical setting. Two years of approved residency training or its creditable equivalent acceptable to the Council on Podiatry Education of the American Podiatry Association and, as applicable, the appropriate specialty board is acceptable in lieu of 4 years of practice, including the above 1-year requirement. (2) The podiatrist at this level possesses stature that would warrant appointment at the clinical instructor or higher level at a school or college of podiatry or other appropriate affiliated school or college. (3) Has achieved a high level of professional attainment as illustrated by one or more of the following typical examples (more examples found in qualifications handbook link). (a) Is a recognized expert in dealing with a variety of unusually difficult cases which are referred by other facilities for resolution and recommended courses of action to provide for maximum rehabilitation. Typically, in this capacity serves as a consultant to podiatrists or other professionals in other health care facilities. (b) Has assumed responsibility for a comprehensive podiatry program at a facility for the care of diabetic, peripheral vascular disease and other systemic conditions involving the foot, and a program for the care of the geriatric patient. Typically, a high degree of competence and skill in responding to the needs of this patient category is demonstrated in the program development and innovative methods and techniques employed. Training in podiatry and medical or other appropriate professional areas and/or research activities of considerable scope commonly from a part of the program. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

2.5.2. **Diagnostic or Therapeutic Radiologic Technologist:** Radiology staffing shall be according to the machine types and demands of the facility for each Radiologic procedure/ modality, i.e. CT, MRI, US, MAMMOGRAPHY, X-ray, etc. Radiologist staffing is based upon the number of exams and type performed in the typical 8 hour day. X-Ray Machine staffing standard: Requires one (1) Technologist per machine per 8 hour shift. **Qualifications:** Must be certified in general radiologic technology by the ARRT and possess an active, current certification. Must meet radiological technologist requirements of the state in which the services are provided. **VA HANDBOOK 5005/77 part 2 Appendix G25 THERAPEUTIC RADIOLOGIC TECHNOLOGIST QUALIFICATION STANDARD** http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=754&FType=2 **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care.

2.6. Telehealth Services Support Staff

2.6.1. **Telehealth Clinical Technician (TCT) FTE Ratio performance standard: The CBOC should have 2 FTE that fully cover all areas of tele-health, including tele-retinal, tele-dermatology, tele-psychiatry. There should also be 1 backup FTE (who can work in another area of the CBOC) but be fully trained and able to provide coverage if either 2 FTEs are unavailable. The qualifications, competencies, and position responsibilities noted below apply to primary TCT(s) and back-ups.**
Qualifications: All staff employed providing telehealth related services into the clinic shall be appropriately credentialed and; where necessary, privileged. All contractor staff who support and manage telehealth services must be working within permitted licensure and scope of practice. Where non-licensed staff is supporting telehealth services provided through the contractor they must do so under the appropriate clinical supervision. **Competency –** TCTs/Telepresenter/Teleretinal Imagers/et al. and their back-up, shall be expected to provide clinical care in compliance with established clinical protocol. Additional guidelines governing operations will be utilized and provided to Contractor by VA. The TCT/Telepresenter/Teleretinal Imager and back-up shall be expected to successfully complete training programs required for certification as a TCT/Telepresenter/Teleretinal Imager and back-up including VA required

training and any VA training mandated for TCT/Telepresenter/Teleretinal Imagers. TCTs/Telepresenters/Teleretinal Imagers shall be responsible for maintaining imager and/or other required certification. TCT/Telepresenters/Teleretinal Imagers and back-up shall be expected to demonstrate competency on the function and use of the telehealth equipment including digital retinal imaging system, teleaudiology hardware and software. VA will provide training to TCT/Telepresenter/Teleretinal Imager and back-up and document competency.
Position Responsibilities: TCT manages the Telehealth Services offered by the clinic (i.e., presenting, equipment management, training, imaging, audiology services, etc.) and is responsible for the provision of covered services to enrolled and unassigned patients presenting for care. The Contractor's telehealth services shall include but are not limited to: coordinating telehealth clinic set up, scheduling, equipment management, coordination of consult loading into local CPRS account, consult management, provision of data on request, attendance on VA or Network Telehealth Team calls, maintaining records required for quality control processes, and participating in performance improvement activities. The Contractor TCT shall be responsible for conveyance of clinically appropriate in-person interaction or on-site observations (e.g., assisting with hearing aid fittings, detection of alcohol use, etc.) with the Veteran patient to the telehealth provider. The Contractor TCT shall be responsible for gathering and transmitting telehealth images/sounds and all other supporting data to the assigned VA providers or reading centers within time lines established by policy. The Contractor shall notify patient of results within 14 days of procedure and is responsible for scheduling follow up evaluations based on clinical protocol. The Contractor shall be responsible for satisfying any clinical reminders, for example, eye care. Patient Education – The Contractor's TCT shall provide basic education to patients including but not limited to: review of acquired data or images for anatomic and general findings, discussion with veteran regarding the association between glucose control and ocular health, review of the importance of receiving routine clinical evaluations, review of photos, and provision of VA approved handouts.

2.7. **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.

2.7.1. 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.

2.7.2. 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.

2.7.3. 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.

2.7.4. 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.

2.7.5. 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:

2.7.5.1. 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.

2.7.5.2. 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.

2.8. **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.

2.8.1. 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.

2.8.2. 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.

2.8.3. 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.

2.8.3.1. Physician Assistant supervising physicians, whether primary or secondary, must countersign 100% of the patient records completed by the physician assistant within a reasonable time, which shall not exceed ten days during each of the following cases:

- The first 12 months of the physician assistant's practice in a new specialty
- The first 6 months of the physician assistant's practice in the same specialty under a new primary supervisor (unless, the new primary supervisor was registered as a substitute supervisor for at least six months under another written agreement)

2.9. **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.

2.10. **TRAINING (BLS/VA MANDATORY):** Contractor staff shall complete VA mandatory training as requested and complete BLS training and keep BLS certifications current throughout the life of the contract. Copies of current training certifications shall be provided to the COR; certificates regarding competencies (including BLS) shall be provided to Primary Care Nursing staff.

2.11. **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.

2.11.1. 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 training certificates to the Contracting Officer Representative.

2.11.2. 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.

2.12. **RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS:** Contractor staff having access to VA Information Systems are 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.

2.13. **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.

2.14. **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

2.15. **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 its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

2.16. CITIZENSHIP RELATED REQUIREMENTS:

2.16.1. 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.

2.16.2. 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.

2.16.3. 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.

2.16.4. 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.

2.16.5. 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.

2.17. **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.

2.17.1. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at 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.

2.17.2. 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.

2.18. **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.

2.19. **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

2.20. **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.

2.21. **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.

2.22. **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:** Services shall be available from the contractor Monday through Friday, 8:00 AM to 4:30 PM. Contractor shall be responsible for notifying patients and the COR if clinic hours of operation change. Services will not be scheduled on Federal holidays.

3.2. **NONBUSINESS HOURS** While currently not required, early morning, evening and weekend hours are permitted and encouraged. The Contractor should recognize as VA continues towards improving patient access, eventually VA may require evening or weekend appointments.

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

New Year's Day
Martin Luther King's Birthday
Washington'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, all while striving to balance continuity of patients PCPs along with access. 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:** All Veterans applying for care at the CBOC will complete form VA 10-10EZ and submit the fully completed and signed form to CBOC staff. To expedite processing, it is recommended that Veteran also submit a legible copy of their service discharge paperwork (DD-214, DD-215, or for World War II Veterans, a WD form), proof of service connection award, or any other paperwork that can be used in support of their application. Please note that it is recommended, but not mandatory that a Veteran provide copies of their military discharge paperwork at the time of application. CBOC staff will provide limited assistance to all applicants who request help or present with questions in completing the application. CBOC staff will visually review form for completeness and presence of signature. If Veteran is present, CBOC staff will confirm identity of the applicant via a government photo ID. CBOC staff will ask all applicants if they have private health insurance. If so, applicant will be asked to produce any insurance cards. CBOC will make photocopies of front and back and include them with the applicant's packet. CBOC staff will inform the applicant that there application will be processed within 5 business days, and that they will be notified by mail upon completion of processing. Contractor will date stamp each application with the date it was received in the CBOC office.

Contractor will immediately forward completed application (Completed VA Form 10-10ez, military discharge paperwork) packet of each applicant to the Patient Registration office for processing. All applications must be forwarded within 2 (two) hours of receipt via email scanning. All documents should be scanned and e-mailed to the "VHAPTH CBOC 10-10 Document loads" Outlook group. If CBOC staff are unable to scan and email the documents, they must contact Patient Registration at 412-360-6841 in order to arrange for alternate means of transmission. All original documentation will be mailed to the VA Pittsburgh Patient Registration Office within twenty-four (24) hours of receipt by the CBOC.

Contractor will keep an electronic log of all 10-10ez applications received in their office. Once the contractor has confirmed that the application has been processed, the contractor will forward the original paperwork to VAPHS for scanning. Names can be removed from the electronic log once it has been confirmed that the Veteran's application has been processed. The VA Pittsburgh Patient Registration office upon receipt will maintain an electronic log of all 10-10EZ applications received from the Contractor. Processing on all applications received will commence within 1 (one) business day of receipt. All will be completed within one day, except for those that require additional documentation or clarification from the applicant. Patient Registration will notify the contractor weekly of all completed applications from the past week.

Contractor will contact Patient Registration for any unusual or complicated enrollment issues/questions. Contractor will adhere to the processes and guidelines established by the Supervisor, Patient Registration in regard to all issues concerning patient enrollment and registration. No Veteran should receive clinical care by a CBOC without Contractor confirming enrollment within the VHA System. Persons not verified eligible who present to a CBOC in need of urgent or emergent care will be treated on a Humanitarian basis until stable and 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 at Contractor's CBOC, the patient will be billed directly by VAPHS and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site. Additionally, this patient will not be included on the CBOC monthly billable roster.

4.2.1.2. **FINANCIAL ASSESSMENTS:** For some veterans, an annual assessment of household income (and 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 demographic and financial assessment

information will be input into VISTA and maintained by the Contractor. For some veterans, a financial assessment is not required (VA pensioners, service-connected veterans receiving VA compensation, etc.).

4.2.1.3. **ENROLLMENT VERIFICATION AND EPISODIC CARE FOR UNASSIGNED/UNENROLLED PATIENTS.** The Contractor shall confirm eligibility of all patients presenting for care at the Contractor's site.

4.2.1.3.1. Contractor shall provide at no additional cost the approximately 20 per month nurse-only visits, 10 per month supplemental visits (such as dietitian or podiatry services), and 2 per month provider visits to veterans who are not assigned to primary care at the Contractor's outpatient site of care. These visits occur when an unassigned Veteran eligible for VA health care comes to the clinic seeking limited episodic care. 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**

4.2.1.3.2. Telehealth support for Patients Not Assigned at the Outpatient Site of Care— At no additional cost the contractor shall provide approximately 10/month telehealth visits with the VAMC parent for veterans who are not assigned to primary care at the Contractor's outpatient site of care. These visits occur when an unassigned veteran eligible for VA health care requires a telehealth visit with the parent VAMC (vs. requiring the patient traveling to the parent VAMC). 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 Fayette CBOC will be provided by the parent 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. **PACT PILLARS AND FOUNDATIONS:** The PACT delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. A systems redesign approach has been developed to help teams focus on important components of the model including Patient Centered Care, Access, Care Management and Coordination as well as redesigning the team and work.

4.5.2. **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:

4.5.2.1. Engage the patient/family in self-management and personal goal setting

4.5.2.2. Provide education pertinent to care needs and document the provision of that education.
4.5.2.3. Provide support on site to enroll patients in MyHealtheVet & Secure Messaging
4.5.2.4. Ensure staff is trained in self-management techniques, motivational interviewing, shared decision making as made available by VA.
4.5.2.5. Clinic patients will be notified of all test results requiring action within 7 days and all test results not requiring action within 14 days.

4.5.3. **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:

4.5.3.1. Face to Face Visit Access: Provide same day access for patients and increase (or establish) group visits and shared medical appointments
4.5.3.2. Virtual Access- the contractor shall provide the following virtual access:
4.5.3.2.1. 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. CBOC should strive to increase telephone care delivered to veterans by PACT members. Phones must be answered within 30 seconds with a 5% or less abandonment (hang-up) rate. Placing a call on hold is considered waiting.
4.5.3.2.2. MyHealtheVet (MHV): Provide support to enroll Veterans into (MHV) to include full authentication for use of premium services (such as secure messaging).
4.5.3.2.3. 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.
4.5.3.2.4. Telemedicine & Telehealth:
4.5.3.2.4.1. Improve access to scarce medical services via telemedicine
4.5.3.2.4.2. Increase Veteran enrollment in telehealth modalities, including home telehealth, meeting or exceeding VA standards
4.5.3.2.5. Maximizing the use of PACT and extended PACT member visits: examples include LPN blood pressure clinics; RN triage visits; Pharmacists for chronic disease pharmacologic management; nutrition education from Dietitians
4.5.3.2.6. Same Day Care Appointments: same-day care improves access, patient satisfaction, and efficient use of resources elsewhere in the system. CBOC should follow any national or VISN 4 mandates related to same day access.
4.5.3.2.7. E-Consults
4.5.3.2.8. Consistent Business Processes: includes panel scrubbing, management of recall, calling no-shows, removing unneeded future appointments, using the correct clinically indicated and desired dates, etc.

4.5.4. **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:

4.5.4.1. 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.
4.5.4.2. Enhance Primary Care To Specialty Care Interface
4.5.4.2.1. Participate in electronic virtual consults & SCAN ECHO as available
4.5.4.2.2. Develop resource listing of specialty care points of contact for nursing and medical care
4.5.4.2.3. Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff
4.5.4.3. Enhance VA & Community Interfaces In Caring For Veterans

4.5.4.4. Develop a list of community points of contact
4.5.4.5. Develop mutually agreeable interface systems with community facilities and providers

4.5.5. **IMPROVE SYSTEMS FOR MANAGING THE CARE OF PATIENT POPULATIONS**
4.5.5.1. Enhance Management of Patients with Chronic Illness
4.5.5.2. Identify patients with suboptimal chronic disease indices from VHA databases (registries)
4.5.5.3. 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.

4.5.6. **ENHANCE HEALTH PROMOTION & DISEASE PREVENTION FOCUS IN CARE DELIVERY**
4.5.6.1. Identify patients with preventive care needs from VHA databases (registries)
4.5.6.2. 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.

4.5.7. **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).
4.5.7.1. Identify high risk patients from VHA databases (registries) and actively manage these patients to decrease readmission rates.
4.5.7.2. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows.
4.5.7.3. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.

4.5.8. **IMPROVE PRACTICE DESIGN & FLOW TO ENHANCE WORK EFFICIENCY & CARE DELIVERY**
4.5.8.1. Maximize functioning of all team members through role and task clarification for work flow processes.
4.5.8.2. Ensure all team members work to their maximum ability/skill/license
4.5.8.3. Develop a plan to improve work flow process for visit or virtual care.
4.5.8.4. Conduct daily teamlet huddles to focus on operational needs for that day
4.5.8.5. 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 SCOPE OF CARE**: Contractor shall provide Primary Care 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, physician assistants, and nurse practitioners. CPT codes that meet this purpose include: 99203, 99204, 99205, 99213, 99214, 99215, 99243, 99244, 99245, 99385, 99386, 99387, 99395, 99396, 99397. 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 Bed Management Center at 412-360-1078 to schedule admission should elective inpatient care be deemed necessary by the Contractor. (*NOTE: all inpatient care is outside the resultant contract-no costs should be charged to the resultant contract).*** 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 VA Bed Management Center at 412-360-1078 during and outside of 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.

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, VA Healthcare System, University Drive C, Pittsburgh, PA 15240.

4.6.4.1. 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 412-360-6685 the same day the ambulance is requested. The Contractor shall also notify the Bed Management Center at 412-360-1078 if a patient is transferred to a local hospital for emergency care.

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 VAPHS at 412- 822-2513 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 VAPHS at 412- 822-2513 as soon as possible to determine if emergency care will be paid for by VA.

4.6.4.5. **Under no circumstances shall 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 Primary Care Nursing staff 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 at 412-360-6322 to discuss the case with the ECC physician. In addition, a brief electronic Progress Note shall be completed 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 412-360-3620 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 412-360-3621. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at 412-360-6162 who will forward the call to the ECC physician. After regular business hours, the Contractor shall contact the AOD at 412-360-6162 for travel arrangements.VA Travel Assistants and/or AOD will respond to non-emergency transport requests**.**

4.6.6. **LABORATORY SERVICES**: Contractor is responsible for: 1) Entering orders for laboratory tests into VISTA utilizing the CPRS. Information concerning the laboratory tests is available in CPRS under the Tools Menu.2) Sending specimens to the VA Core Laboratory twice daily, prior to the Contractor's mid-day break period and after the close of business of the workday, *except* for those specified in this PWS. 3) Paying any costs of all lab work, with the exception of lab work sent to the VA or emergency lab work sent to another site which has been authorized by the VA Communications Center and paying any costs associated with transportation of specimens to the VA and for arranging such transportation in a proper secure method and 4) ensuring that all courier service employees have completed VHA Privacy Awareness Training or equivalent. 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.

4.6.6.1. 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. In the event that 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 VA is included as an attachment to this requirement. The Contractor may not purchase the specimen collection containers from the VA since

Federal Acquisition Regulations prohibit the purchase of supplies for resale. Specimens with a shipping manifest shall be delivered to the VA laboratory receiving area, Room 2NW101, at VAPHS, University Drive Division, Pittsburgh, PA, 15240. Instructions for specimen collection, specimen processing, shipping manifest, and packaging of specimens for transport as an attachment 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 **Pathology and Laboratory Program Laboratory Information Manual** is available through CPRS/Tools/Lab Information. The Pathology and Laboratory Program Laboratory Information Manual is available electronically and or by hardcopy. Questions regarding VA laboratory services shall be addressed to the VA Chief Medical Technologist at 412-360-6557.

If laboratory services to be provided under this resultant contract are not performed at Contractor's site, the Contractor shall be responsible for transporting laboratory samples in a manner to ensure the integrity of the specimens and proper safeguarding of protected health information. The Contractor shall supply any special preservatives required for specimen preservation. Frozen specimens shall be shipped on dry ice, if required. If laboratory services are performed at a site other than the VA, the Contractor is responsible for entering the laboratory results into VISTA. The results for laboratory tests performed at another site cannot be entered into VISTA using existing test files. The Contractor must contact the Pathology and Laboratory Medicine department at 412-360-6557 to create new test files prior to entering results.

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

4.6.6.2.1. Mandated POC testing includes:

For conditions requiring chronic anticoagulation with warfarin, Contractor shall perform POC INR (International Normalized Ratio) testing to allow for real-time adjustment of warfarin dosing. VAPHS will provide the INR meter.

For patients with diabetes, Contractor shall perform Glycosylated Hemoglobin (HbA1C) testing. Several VA Mission Critical performance targets are based on HbA1C levels in diabetics, including yearly monitoring of HbA1C levels. VAPHS will provide the POC HbA1c machine.

For patients exhibiting appropriate symptoms, Contract shall perform Stat glucose testing. VAPHS will provide the glucose meter.

For Women Veterans Health Clinic, Contractor shall perform vaginal PH, AFFIRM, and onsite stat pregnancy testing

4.6.6.2.2. 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 so 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.

4.6.6.2.3. In addition, the Contractor must apply for and maintain a Pennsylvania 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, PE-002. The Ancillary Testing Policy is available electronically or by hardcopy.

4.6.6.2.4. 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 412-360-6557.

4.6.6.2.5. The VA will provide the test systems/instruments and reagents for contractor waived testing with the exception of fecal occult blood testing cards and developer. 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.

4.6.6.2.6. 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.

4.6.7. **RADIOLOGY SERVICES** - The Contractor is responsible for entering requests for Radiology procedures into VISTA utilizing CPRS. All imaging orders shall be clinically appropriate. X-rays shall be performed by the Contractor on site at the outpatient site of care, using Contractor provided equipment. Contractor must provide FDA approved equipment that conforms to the Vista Imaging listing for *Digital Image and Communication in Medicine (DICOM)* (3.0)DICOM. http://vaww.oed.portal.va.gov/applications/VistAImaging/Lists/VistA%20Imaging%20Approved%20Equipment%20List/AllItems.aspx and http://vaww.oed.portal.va.gov/applications/VistAImaging/Lists/Device%20Validation%20Database%20%20SharePoint%202003%20Archiv/User%20View.aspx and HL7 communications: http://vaww.oed.portal.va.gov/applications/VistAImaging/Lists/Approved%20Devices/Approved%20HL7%20Interfaces.aspx. Images shall be stored and sent in VISTA Imaging and which is considered part of the patient's electronic record. These images shall be a result of direct digital (DR) or computed radiography (CR) acquisition and cannot be from a DICOM film digitizer.

These images shall be case edited in the Radiology VistA package by the technologists, and sent to VISTA Imaging-and PACS as defined by the VA local policy and VHA Directive RADIOLOGY PICTURE ARCHIVING AND COMMUNICATION SYSTEMS (PACS) 2011-005, within two (2) hours of completion. X-rays performed at VA or at the outpatient site of care can be viewed by the Contractor through VISTA Imaging and the PACS. Contractor is responsible for all daily/weekly quality assurance of imaging equipment as determined by the manufacturer and as required by the VA Healthcare System for repairs and maintenance of that equipment. Repairs and maintenance of equipment is the responsibility of the contractor and equipment down times cannot cause delays in patient care. The Contractor shall submit a contingency plan for equipment down time, network down times, and other systems down times to ensure that timely patient care is not affected. Patient anatomical positioning must provide optimal imaging and shall be of the highest quality control standards based on established practice standards of the ARRT. Contractor shall comply with protocols as outlined by the parent facility's Radiology Service. Protocols are available on the Medical Center Memoranda Library on SharePoint, or by contacting the Administrative Officer, Radiology at (412) 360-3276.

4.6.7.1. **INTERPRETATION OF RADIOLOGY RESULTS** –X-rays will be interpreted by VA Radiologists at VAPHS: University Drive as defined by VA local policy within one (1) working day of receipt. X-ray interpretation reports will be available in VA' s VISTA/CPRS computer system within two (2) working business days of receipt. The VA Radiology Program Service may be contacted at 412-360-3276. The Contractor shall follow local policy and procedures as defined by TJC for any critical results or urgent results as defined by the local policy.

4.6.7.2. **COMMUNICATING TEST RESULTS TO PROVIDERS AND PATIENTS** VHA Directive 1088, Communicating Test Results to Providers and Patients dated October 7, 2015 mandates how results are communicated to patients. It is VHA policy that test results must be communicated by the diagnostic provider to the ordering provider, or designee, within a time-frame that allows for prompt attention and appropriate action to be taken. All test results requiring action must be communicated by the ordering provider, or designee, to patients no later than 7 calendar days from the date on which the results are available. For test results that require no action, results must be communicated by the ordering provider, or designee, to patients no later than 14 calendar days from the date on which the results are available. Depending on the clinical context, certain test results may require review and communication in shorter time-frames (see definitions paragraph related to abnormal and normal results). All VA medical facilities are expected to put into place appropriate systems and processes to ensure timeliness of appropriate communication and follow-up of test results.

The Contractor shall provide the VA with the names, pagers and telephone numbers of two LIPs (physician, nurse practitioner, or physician assistant) at the Outpatient Site of Care to accept critical laboratory results discovered on tests done by the VA; one number will be used for initial calls and the other will serve as the backup in the event the first LIP does not answer. For critical laboratory results, the LIP must respond back to the Core Laboratory within thirty (30) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results. This process will be followed during normal business hours as well as afterhours, Monday through Friday.

VA will not be responsible for the failure of the Contractor to receive critically abnormal test results. For critical laboratory and x-ray results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. Critical results must be reported to the clinician by the radiologist by telephone. Documentation of this notification, "who, when" must appear in the radiology report.

4.6.8. **ELECTROCARDIOGRAM SERVICES**- MUSE-compatible EKGs shall be used which are interfaced with VistA Imaging. The VA suggested EKG Machine is GE 5500 with modem. Any other model will need approval by the VAPHS Biomedicine Department. The contractor shall bear

the cost of this equipment. 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.

4.6.9. **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 nonformulary 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.

4.6.10. **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. Contractor shall submit new drug orders and non-formulary and restricted drug requests in CPRS 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).

4.6.10.1. 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.

4.6.10.2. 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.

4.6.10.3. **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.**

4.6.10.4. 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).

4.6.10.5. 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.

4.6.10.6. 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.

4.6.10.7. 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).

4.6.10.8. New drug orders: The contractor shall ensure that at least 95% of all new drug order requests follow all VA National Formulary prescribing guidelines.

4.6.10.9. 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:

4.6.10.10. 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.

4.6.10.11. Instructions of VA refill process (VA patient handout).

4.6.10.12. 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.

4.6.10.13. Instructions on Coordinated Care for Traveling Veterans (or subsequent revisions thereto).

4.6.10.14. Instructions on VA National Dual Care Policy (or subsequent revisions thereto).

4.6.10.15. 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 E-mail to Lucy.Speerhas@va.gov and Richard.Pratt2@va.gov.

4.6.10.16. 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.

4.6.10.17. 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.

4.6.10.18. The Contractor must work in collaboration with VA Pharmacy Service when there are identified unique medication management needs of the patients and submit appropriate Nonformulary/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.

4.6.10.19. 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 FILL-IN or compliance with Medication Reconciliation per Medical Center Memorandum TX-160 (Medication Reconciliation) which can be obtained from the Chief, Pharmacy at 412-360-3360.

4.6.10.20. 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 the VAPHS Anticoagulation Coordinator @ 412-822-1938.

4.6.11. **CLINICAL PHARMACY SERVICES**

4.6.11.1. Clinical pharmacy. These services shall be provided by a CPS with appropriate knowledge, skills, and abilities (KSAs) to perform comprehensive medication management as described previously. The CPS shall function in the capacity of a mid-level provider (through a VA SOP) or CPA as their primary duty is to collaborate with providers to provide comprehensive medication management to patients. VA Scope of Practice must adhere to pharmacy practice acts within that state and the VA Chief of Pharmacy , VA Chief of Staff, and Director must work collaboratively to provide oversight for professional practice of the contracted CPS to include roles and responsibilities, VA Scope of Practice and its oversight in accordance with VHA and facility policy.

4.6.11.2. Direct patient care activities are essential to the role of the CPS in impacting comprehensive medication management and optimal patient care outcomes in PACT. The CPS shall have an appropriate amount bookable appointment time per week, spending 75-80% of their time in direct patient care. Direct patient care activities in PACT Pharmacy Clinics shall contain the 160 stop code in the primary or secondary position to ensure workload capture for clinical pharmacy services. As appropriate, telephone clinic shall contain appropriate stop codes as well to ensure billing and workload for clinical pharmacy services (160 in the secondary position).

4.6.11.3. Direct patient care refers to patient care functions which are carried out by a pharmacist in an advanced practice role and are above and beyond those functions considered to be routine part of a pharmacist's duties. Some examples of direct patient care activities include: Face-to-face comprehensive medication management of complex patients and chronic diseases (such as anticoagulation, hypertension, diabetes, hyperlipidemia, COPD, heart failure, hepatitis C, pain management);Urgent or same day face-to-face patient visits including but not limited to patient medication review for polypharmacy, recent hospital discharges, co-managed care patients; Virtual Care modality visits such as veteran requests through secure messaging, telephone-based care, CVT,HT; SMA; and DIGMAs.

4.6.11.4. The PACT CPS and Contractor providers will receive support from VA to handle routine outpatient medication activities such as prescription verification, refill, renewal, and extension of medication, therapeutic substitutions and conversions, and other general pharmacy issues.

4.6.11.5. Core privileges shall be established in the SOP or CPS to include medication prescriptive authority, assessments, laboratory and other test ordering privileges in the most common Primary Care disease states (chronic diseases including, but not limited to, diabetes, hypertension, hyperlipidemia, smoking cessation, pain management, hepatitis C, osteoporosis).

4.6.12. **CRYOSUREGERY PROCEDURES**

4.6.12.1. Cryosurgery is a low risk/high benefit procedure Primary Care Providers can do to save CBOC patients travel to Pittsburgh. VA is responsible for providing the CBOC the necessary training and product (for example, liquid nitrogen or Histofreeze) needed for the procedure. VA is also responsible for updating the provider's scope to ensure it includes this procedure.

The contractor is responsible for ensuring all PCPs—including MD, DO, NP, or PA— are allocated the necessary time to come to VAPHS for training and that the providers can adequately perform this procedure onsite at the CBOC. The contractor is also responsible for ensuring providers properly document these procedures in the patient's CPRS chart. An annual competency must also be completed.

4.6.13. **AUDIOLOGY SERVICES**

4.6.13.1. Audiology services will be provided on site and will focus on hearing aid treatment, including hearing aid fitting, follow-up, maintenance, repair and education. Diagnostic testing and more specialized audiologic procedures will be referred to VAPHS.A VAPHS staff member or fee basis audiologist (paid for by VAPHS) who is identified and credentialed by VAPHS will provide hearing aid services. VAPHS will provide computer hardware and software as well as necessary equipment and supplies to fit, program, and repair hearing aids. VAPHS will provide, repair and maintain audiology equipment.

4.6.13.2. Contractor shall provide administrative support for scheduling and answering telephone calls. Contractor shall provide a phone, office furniture, high stool (30"adjustable height) with armrests and back, basic administrative office and SPD supplies, and use of the CBOC's shared office machines.

4.6.14. **PODIATRY SERVICES**

4.6.14.1. Podiatry services shall be provided on site and shall focus on wellness of the foot and ankle, prevention of podiatric disease, screening for disease precursors and timely interventions and the management of existing conditions. Management includes: The diagnosis, medical, and mechanical treatment of ailments and deformities of the human foot and ankle. Surgical and more specialized podiatric cases shall be referred to the VA.

4.6.14.2. All clinical podiatry instruments, to include RME (e.g., nippers, rasps, files, knives, spatulas, scissors, mosqs, anvils, elevators, etc.), will be provided by the VA. The Contractor shall provide a sterile processing cabinet to securely store sterilized RME at the Contractor's Outpatient Site of Care. The cabinet must have drawers/shelves and lockable doors to store and protect the sterile RME. Contaminated instruments must never be placed in or near this cabinet. The Contractor shall take reasonable precautions to maintain the RME provided by the VA and will replace any RME that is damaged or lost due to Contractor negligence.

4.6.14.3. The Contractor shall transport RME to and from the VA. All transportation and handling of the RME shall be at the Contractor's expense. Reusable burs may be included in this exchange program, as long as they are properly marked with identifying information to ensure return to the Contractor. Reusable burs must be of the type that can be steam sterilized. It is highly recommended that the Contractor uses disposable burs. Contractor personnel handling or supervising the exchange of RME must complete an Initial and Annual Competency Assessment Checklist to document understanding of the process for set-up, use, reprocessing, maintenance, and transportation of RME.

4.6.14.4. Equipment/services that shall be supplied by Contractor: Volume of instruments shall ensure contingency for SPS reprocessing delays. A ratio of an extra day supply at a minimum shall be available. For example if 20 patients are seen daily and the reprocessing of instruments takes two days and clinic runs daily, 60 instruments (20 for day one, 20 for day two and 20 in reserve in case day one's instruments are not returned in an timely manner). The following are examples: Sterile Processing Cabinet, lockable and located away from sinks, Personal Protective Equipment (PPE) for personnel handling and using RME, Burs (either disposable or properly marked with identifying information to ensure return to the owning site), Initial cleaning of contaminate RME to remove any visible soil, Small biohazard bags (sealable baggie style) for storage of contaminated RME, Rotation of RME on a first-in, first-out basis to ensure consistent use/rotation of equipment, Inventory of RME to be exchanged daily with the VA SPD, Transportation of RME to and from the VA SPD.

4.6.14.4.1. The Contractor's Outpatient Site of Care does not possess the required sterilization equipment and facilities necessary to comply with RME policy. Therefore, the VA SPD will sterilize all clinical podiatry RME used by the Contractor. The Contractor and VA will coordinate the daily exchange of contaminated RME with sterilized RME. The VA Sterile Processing POC can be reached at (412) 360-6613. The VA will provide:

- Sufficient RME to conduct daily exchange with VA Sterile Processing. A ratio of an extra day supply at a minimum will be provided. For example if 20 patients are seen daily and the reprocessing of instruments takes two days and clinic runs daily, 60 instruments (20 for day one, 20 for day two and 20 in reserve in case day one's instruments are not returned in an timely manner).
- Bins for transporting both contaminated and sterilized RME
- Cleaning and sterilization of instruments and burs
- Repair/replacement of any unserviceable equipment, damaged or warn due to normal wear and tear

4.6.15. **SUMMARY INFORMATION FOR MENTAL HEALTH (MH) SERVICES**
Estimated Mental Health Workload:

It is estimated that 14% of 3100 enrolled veterans will require Primary Care Mental Health Integration services.

It is estimated that 20% of 3100 enrolled veterans will require General or Specialized Mental Health services.

Mental Health and Substance Use Screening and Care

As a part of standard primary care services, the Contractor's staff shall provide screening and care for common mental health and substance use conditions, consistent with team member's clinical privileges, skills, scope of practice, position description, or functional statement. The Contractor's staff shall:

- During new patient encounters and at least annually, screen patients for depression, PTSD, alcohol use, and tobacco use.
- Perform a suicide risk evaluation for positive depression and/or PTSD screens
- Provide counseling about smoking cessation. In addition to education and counseling about smoking cessation, evidence-based pharmacotherapy needs to be available for all adult patients using tobacco products. When provided, pharmacotherapy needs to be directly linked to education and counseling.
- Provide brief alcohol counseling for positive alcohol use screens.
- Because population screening is not evidence-based for substance use conditions other than alcohol misuse and tobacco use Contractor's staff will need to use targeted case-finding methods to identify patients who use illicit drugs or misuse prescription or over-the counter agents. These methods need to include evaluation of signs and symptoms of substance use in patients with other relevant conditions (e.g., other mental health disorders, hepatitis C, or HIV disease).
- Provide care for patients with mild to moderate MH and SUD conditions, engaging Primary Care-Mental Health Integration (PC-MHI) providers, general and specialty MH providers, disease prevention specialists, substance use disorder (SUD) providers, or other providers as indicated.
- For patients with SUD who decline referral to specialty SUD treatment, the Contractor's staff shall continue to monitor patients and their substance use conditions. They are to utilize their interactions with the patient to address the substance use problems and to work with them to accept referrals. NOTE: Strategies that may enhance motivation to seek SUD specialty care include: providing the patient easy-to-read information on the adverse consequences of drinking; having the patient identify problems that alcohol has caused; urging the patient to maintain a contemporaneous diary of alcohol use and the

circumstances and consequences associated with it; and frequent appointments with the patient. Interventions with SUD treatment-reluctant patients are always to be characterized by a high-degree of provider empathy.

- To ensure the availability of outreach and referral services to homeless veterans, all contractor sites must designate at least one outreach specialist, usually a clinical social worker, to provide services to homeless veterans. Contractor sites with 10,000 or more patients shall have a dedicated specialist. In smaller sites serving less than 10,000, this may be a collateral assignment.

In all MH services that the Contractor provides, the contractor shall comply with TJC and CARF and VAMC quality standards pertaining to patient treatment. Non-compliance with these requirements may result in the revocation of clinical privileges by the VA.

Mental Health Same Day Access Requirements

The Contractor shall provide Same Day MH Access -Same Day MH Evaluation:Crisis/Suicidal Needs (on phone or in person): Any Veteran reporting or identified as being in crisis (including suicidality), will receive an immediate crisis response.

Veterans New to MH:

In Person: Any Veteran new to MH requesting or referred for care in person will be seen in person the same day by a Licensed Independent Provider (LIP) to screen for and address immediate care needs.

By Phone: Any Veteran new to MH calling to initiate care will be scheduled for an initial evaluation. Schedulers answering the phone will ask if the Veteran needs to speak with a provider immediately. If an urgent request is made or suggested, an immediate crisis response will be initiated and follow-up care will be provided, as needed. If an urgent response is not indicated, a LIP will call the Veteran back the same day or no later than the next calendar day.

Veterans Established in MH Care:

In Person: Veterans established in mental health care self-identifying a need for attention will be seen in person the same day by a provider to address immediate care needs.

By Phone: Veterans established in mental health care may self-identify a need for urgent attention. Schedulers answering the phone will ask if the Veteran needs to speak with a provider immediately. If an urgent request is made or suggested, an immediate crisis response will be initiated and follow-up care will be provided as needed. [If urgent response is not indicated, a provider will call the Veteran back the same day (or the next business day)].

Documentation should cover the requirements of the screening evaluation. This should include documentation of:

determination of urgency of mental health care needed and initiation of immediate crisis response if needed, identification of the appropriate setting for subsequent evaluation and treatment, treatment follow-up plan, provision of emergency contact information for mental health services (this can include the VCL Hotline number or a local facility contact number), and follow-up on any specific concerns or questions by the Veteran.

A Comprehensive MH diagnostic and treatment planning evaluation must be completed within 30 days of the same day evaluation. Additional information on MH same day access can be found here: https://www.vapulse.net/docs/DOC-37822

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 "Mental Health 116A-U" for more detailed information).

Mental Health No Show Policy

Regardless of High Risk status, following a No Show appointment, there shall be at least 3 attempts to contact All Veterans, and these attempts must be documented in the electronic medical record.

Staff shall make 3 attempts to follow up on all scheduled No Show appointments, including individual therapy, group therapy, or initial consult evaluation.
In most cases follow up attempts for No Show appointment are telephone calls, but it is recognized other attempts may be appropriate to the specific situation, for example homeless outreach or certified mail when there is no telephone available.

The telephone attempts in most cases can be conducted by any staff member who has access to document in CPRS, including clerks, LPN, health tech, etc. However, if the patient has a CPRS High Risk alert, a licensed independent provider (LIP) must make the attempts to contact the Veteran.

There must be a policy on No Show follow up, which includes a mechanism for supervisors to audit compliance by performing chart reviews.

If contact with the Veteran is unsuccessful, contacting local law enforcement for assistance is recommended when risk for harm is deemed to be imminent. Consideration for contacting local law enforcement should be based upon the documented clinical determination of imminent risk, which applies to all Veterans regardless of High Risk status.

4.6.16 **Tele-Mental Health Services** : The Contractor shall provide tele-mental health services. The Tele-mental health services require a qualified professional at the facility and support staff at the distal end who can arrange appropriate time and space for the veteran, and staff who can provide technical support as needed. Use of Telemental Health to support the delivery of services is allowed and encouraged as a mechanism for meeting requirements throughout this document. Nevertheless, it is important to recognize that there may be limits to the services that can be provided using this technology. These may include certain highly interactive and "high-touch" evaluations or interventions.

4.6.17 **MH Urgent/Emergent Services:** If at any time a patient needs more intense services than those provided on site, the contractor's staff shall take steps to arrange transfer to VA; or if more urgent care is needed, to the nearest emergency room.

4.6.17.1 During normal business hours, transfer to VA can be arranged by calling the VAPHS Behavioral Health Outpatient Triage Clinic at 412-360-6600 and after normal business hours by calling the Emergency Department at 412-360-6322 which is answered twenty-four (24) hours per day. The nurses or Administrative Officer of the Day will assist in arranging transfer to VA. If immediate consultation with a psychiatrist is needed, the staff can also call this number and request assistance. Patients with health-related questions may also be directed to call the Veteran Crisis Hotline at 800-273-8255 and follow the menu options.

4.6.17.2 VAPHS Behavioral Health at University Drive also maintains a walk-in service. Patients shall be given specific directions to the location, the contractor shall call the location on the VA Campus and alert the personnel to expect the walk-in. The patient shall be advised that they will be seen in the Initial Evaluation clinic the same day. The Contractor shall follow up to document that patient successfully arrived or did not arrive at the location and document the file accordingly. If the patient did not arrive, the Contractor shall make phone contact with the patient to determine if the patient requires further direction or assistance.

4.6.18 **Compensated Work Therapy (CWT), Transitional Work, and Supported Employment**

4.6.18.1 Provide information about the CWT Program and criteria for participation must be made available to veterans. Whether a particular patient's participation in the CWT program would be appropriate is a

medical determination to be made by the responsible clinician, consistent with CWT Program criteria.

4.6.18.2 Offer CWT with both Transitional Work and Supported Employment services for veterans with occupational dysfunctions resulting from their mental health conditions, or who are unsuccessful at obtaining or maintaining stable employment patterns due to mental illnesses or physical impairments co-occurring with mental illnesses. Participation in the CWT program must be available to any veteran receiving care through VA whom VA finds would benefit therapeutically from participation.

4.6.19 **Substance Abuse Disorders (SUD)**

4.6.19.1 Appropriate services addressing the broad spectrum of substance use conditions including tobacco use disorders must be available for all veterans who need them.

4.6.19.2 Services for tobacco-related disorders need to be provided to those who need them in a manner that is consistent with the VA-DOD Clinical Practice Guideline for Management of Tobacco Use, which can be found at: http://www.oqp.med.va.gov/cpg/TUC3/TUC_Base.htm

- During new patient encounters and at least annually, patients in primary care, appropriate medical specialty care settings, and mental health care services need to be screened for tobacco use.
- In addition to education and counseling about smoking cessation, evidence-based pharmacotherapy needs to be available for all adult patients using tobacco products. When provided, pharmacotherapy needs to be directly linked to education and counseling.

4.6.19.3 To the greatest extent practicable and consistent with clinical standards, interventions for substance use conditions must be provided when needed in a fashion that is sensitive to the needs of veterans and of specific populations including, but not limited to: the homeless; ethnic minorities; women; geriatric patients; and patients with PTSD, other mental health conditions, and patients with infectious diseases (human immunodeficiency virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), and hepatitis C); TBI; and SCI.

4.6.19.4 Services addressing substance use conditions can be provided in VA facilities in SUD specialty care, in primary care and other medical care settings (especially in programs that integrate mental health and primary care), through programs integrating treatment for co-occurring mental health disorders and SUD (dual diagnoses) in mental health settings, or in community settings through sharing agreements, contracts, or non-VA fee basis care to the extent that the veteran is eligible. Regardless of the setting, the process of care must recognize the principle that SUDs are, in most cases, chronic or episodic and recurrent conditions that require ongoing care.

4.6.19.5 Consistent with the National Voluntary Consensus Standards for Treatment of Substance Use Conditions endorsed by the National Quality Forum (2007) and the VA-DOD Clinical Practice Guidelines for Management of Patients with SUD, the following services must be readily accessible to all veterans when clinically indicated:

4.6.19.6 During new patient encounters and at least annually, patients in primary care, appropriate medical specialty care settings, and mental health care services need to be screened for alcohol misuse.

4.6.19.7 Because population screening is not evidence-based for substance use conditions other than alcohol misuse and tobacco use; primary care, medical specialty, and mental health services need to use targeted case-finding methods to identify patients who use illicit drugs or misuse prescription or over-the counter agents. These methods need to include evaluation of signs and symptoms of substance use in patients with other relevant conditions (e.g., other mental health disorders, hepatitis C, or HIV disease).

4.6.19.8 Patients who have a positive screen for, or an indication of, a substance use problem must receive further assessments to determine the level of misuse and to establish a diagnosis. Diagnostic assessment can be conducted by primary care or other medical providers, mental health providers, or specialists in substance use disorders. Patients diagnosed with a substance use illness must receive a multidimensional, bio-psychosocial assessment to guide patient centered treatment planning for substance use illness and any coexisting mental health or general medical conditions.

4.6.19.8.1 All patients identified with alcohol use in excess of National Institute on Alcohol Abuse and Alcoholism guidelines need to receive education and counseling regarding drinking limits and

the adverse consequences of heavy drinking. When the excessive alcohol use is persistent, the patients are to receive brief motivational counseling by a health care worker with appropriate training in this area, referral to specialty providers, or other interventions depending upon the severity of the condition and the patient's preferences. For patients who are identified as dependent on alcohol, further treatment must be offered, with documentation of the offer and the care provided.

4.6.19.8.2 All health care providers caring for an individual veteran must systematically promote the initiation of treatment and the ongoing engagement in care for patients with SUD.

4.6.19.8.3 For patients with SUD who decline referral to specialty SUD treatment, providers in primary care, mental health, or other settings need to continue to monitor patients and their substance use conditions. They are to utilize their interactions with the patient to address the substance use problems and to work with them to accept referrals. ***NOTE:*** *Strategies that may enhance motivation to seek SUD specialty care include: providing the patient easy-to-read information on the adverse consequences of drinking; having the patient identify problems that alcohol has caused; urging the patient to maintain a contemporaneous diary of alcohol use and the circumstances and consequences associated with it; and frequent appointments with the patient.* Interventions with SUD treatment-reluctant patients are always to be characterized by a high-degree of provider empathy.

4.6.19.8.4 Motivational counseling needs to be available to patients in all settings who need it to support the initiation of treatment.

4.6.19.8.5 When patients are evaluated as appropriate and are willing to be admitted to inpatient or residential treatment settings for substance use conditions, but admission to those settings is not immediately available, interim services must be provided as needed to ensure patient safety and promote treatment engagement.

4.6.19.8.6 All contractor sites must make medically-supervised withdrawal management available by referral as needed, based on a systematic assessment of the symptoms and risks of serious adverse consequences related to the withdrawal process from alcohol, sedatives or hypnotics, or opioids.

4.6.19.8.7 Although withdrawal management can often be accomplished on an ambulatory basis, contractor sites must make inpatient withdrawal management available by referral for those who require it.

4.6.19.8.8 Withdrawal management alone does not constitute treatment for dependence and must be linked with further treatment for SUD. Appointments for follow-up treatment must be provided within 1 week of completion of medically-supervised withdrawal management.

4.6.19.8.9 Coordinated and intensive substance use treatment programs must be available for all veterans who require them to establish early remission from the SUD. These coordinated services can be provided through either or both of the following:

4.6.19.8.10 Intensive Outpatient services at least 3 hours per day at least 3 days per week in a designated program delivered by staff with documented training and competencies addressing SUD.

4.6.19.8.11 An MH RRTP, either in a facility that specializes in SUD services or a SUD track in another MH RRTP that provides a 24/7 structured and supportive residential environment as a part of the SUD rehabilitative treatment regimen.

4.6.19.8.12 Multiple (at least two) empirically-validated psychosocial interventions must be available for all patients with substance use disorders who need them, whether psychosocial intervention is the primary treatment or as an adjunctive component of a coordinated program that includes pharmacotherapy.

4.6.19.8.13 Empirically-validated interventions include motivational enhancement therapy, cognitive behavioral therapy for relapse prevention, 12-step facilitation counseling, contingency management, and SUD-focused behavioral couples counseling or family therapy.

4.6.19.8.14 Pharmacotherapy with approved, appropriately- regulated opioid agonists (e.g.,buprenorphine or methadone) must be available to all patients diagnosed with opioid dependence for whom it is indicated and for whom there are no medical contraindications. It needs to be considered in developing treatment plans for all such patients. Pharmacotherapy, if prescribed, needs to be provided in addition to, and directly linked with, psychosocial treatment and support. When agonist treatment is contraindicated or not acceptable to the patient, antagonist

medication (e.g., naltrexone) needs to be available and considered for use when needed. Opioid Agonist Treatment can be delivered in either or both of the following settings:

4.6.19.8.15 Opioid Treatment Program (OTP). This setting of care involves a formally-approved and regulated opioid substitution clinic within which patients receive opioid agonist maintenance treatment using methadone or buprenorphine.

4.6.19.8.16 Office-based Buprenorphine Treatment. Buprenorphine can be prescribed as office based treatment in non-specialty settings (e.g., primary care), but only by a "waivered" physician. Buprenorphine is not subject to all of the regulations required in officially-identified OTPs, but must be delivered consistent with treatment guidelines and Pharmacy Benefits Management criteria for use.

4.6.19.8.17 Pharmacotherapy with an evidence-based treatment for alcohol dependence is to be offered and available to all adult patients diagnosed with alcohol dependence and without medical contraindications. Pharmacotherapy, if prescribed, must be provided in addition to, and directly linked with, psychosocial treatment and support.

4.6.19.8.18 Patients with substance use illness need to be offered long-term management for substance use illness and any other coexisting mental health and general medical conditions. The patient's condition needs to be monitored in an ongoing manner, and care needs to be modified, as appropriate, in response to changes in their clinical status.

4.6.19.8.19 When PTSD or other mental health conditions co-occur with substance use disorders, evidence-based pharmacotherapy and psychosocial interventions for the other conditions need to be made available where there are no medical contraindications, with appropriate coordination of care.

4.6.19.8.20 Substance use illness must never be a barrier for treatment of patients with other mental health conditions. Conversely, other mental disorders must never be a barrier to treating patients with substance use illnesses. When it is appropriate to delay any specific treatment, other care must be provided to address the clinical needs of the veteran.

4.6.19.8.21 Consultations from specialists in substance use disorders or dual diagnosis must be available when needed to establish diagnoses and plan treatment.

4.6.20 **HOMELSS PROGRAMS**

4.6.20.1 To ensure the availability of outreach and referral services to homeless veterans, all contractor sites must designate at least one outreach specialist, usually a clinical social worker, to provide services to homeless veterans. Contractor sites with 10,000 or more patients shall have a dedicated specialist. In smaller sites serving less than 10,000, this may be a collateral assignment.

4.6.20.2 All veterans who are homeless, or at risk for homelessness, must be offered shelter through collaborative relationships with providers in the community. Contractor staff must ensure that homeless veterans have a referral for emergency services and shelter or temporary housing. To the extent that it is possible under existing legal authority, facilities must facilitate the veteran's transportation to the shelter or temporary housing.

4.6.20.3 Use of emergency shelter services should generally not exceed 3 days, and is only to be used as a last resort. Within that period of time, homeless outreach staff or other qualified clinical staff must evaluate the veteran's clinical needs, and refer or place the veteran for treatment and rehabilitation in therapeutic transitional housing, a MH RRTP, or another appropriate care setting. When longer stays in emergency shelters are unavoidable, this must be documented in the medical record; in these cases, ongoing Case Management, assessment and evaluation, and referral services must continue until more stable arrangements for transitional housing providing treatment or rehabilitation have been made.

4.6.20.4 VA will provide information to Contractor about collaborative formal, or informal, agreements with community providers for shelter, temporary housing, or basic emergency services and support them in working together to allow appropriate placement for veterans together with their families when they are homeless or at risk of homelessness. VA will provide information to Contractor about placement opportunities in Grant and Per Diem Program, a VA Domiciliary, another VA MH RRTP, or other care settings that provide needed services. ***NOTE:*** *Eligibility criteria may differ between different types of programs.*

4.6.20.5 Each VA medical center that has a designated Grant and Per Diem-funded program in its area is responsible for designating a Grant and Per Diem Liaison. Each liaison is to provide case management services for Grant and Per Diem patients, and oversight of the Grant and Per Diem funded program as outlined in VHA Handbook 1162.0. The VAPHS contact for the VA Grant and Per Diem funded program can be reached at 412-328-4988 or 412-822-1296.

4.6.20.6 Department of Housing and Urban Development (HUD)-VA Supported Housing (VASH) Programs have been established in areas that have a high concentration of homeless veterans. Through a partnership agreement, HUD provides rental assistance vouchers to homeless veterans referred by VA case management staff for permanent housing. VA provides case management and other clinical services to veterans in this program. When appropriate, the housing vouchers can be provided to veterans together with their families.

4.6.21 **SUICIDE PREVENTION—** 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). The CBOC will refer patients to VAPHS SPCs. ***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:

4.6.21.1.1 Tracking and reporting on veterans determined to be at high risk for suicide and veterans who attempt suicide;

4.6.21.1.2 Responding to referrals from the National Suicide Prevention Hotline and other staff;

4.6.21.1.3 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;

4.6.21.1.4 Collaborating with community organizations and partners, and providing training to their staff members who have contact with veterans;

4.6.21.1.5 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.

4.6.21.1.6 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.

4.6.21.1.7 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.*

4.6.21.2 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*

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

4.6.23 **DISASTER PREPAREDNESS:** All Contractor sites must have a designated Mental Health Disaster POC, who can serve as a member of the VA parent facility's Disaster Response Team. Training for the

Mental Health Disaster POC needs to be coordinated with training for other disaster response clinicians and emergency management teams at the parent facility and VISN levels.

4.6.24 **MILITARY SEXUAL TRAUMA SCREENING:** VHA Directive 2010-033 "Military Sexual Trauma (MST) Programming," dated July 14, 2010 (or subsequent revisions thereto) requires the expansion of the focus on sexual trauma beyond counseling and treatment, mandates that counseling and appropriate care and services be provided, and mandates that a formal mechanism be implemented to report on outreach activities. The VA has mandated screening of every veteran, male and female, for sexual trauma while in the military. This includes asking the veteran whether they have experienced sexual harassment, sexual or physical assault, or domestic violence while on active duty. All Veterans and potentially eligible individuals seen in Contractor's site's must be screened for experiences of MST. This must be done using the MST Clinical Reminder in the Computerized Patient Record System (CPRS), (see subpar. 4c(5)). Screening is to be conducted in appropriate clinical settings by providers with an appropriate level of clinical training; screenings are not to be conducted by clerks or health technicians. If a veteran screens positive for such trauma and would like to receive evaluation or counseling services, a consult can be initiated to Behavioral Health outpatient services. The veteran may decline such services, and this should be documented as well. Immediate assistance can be obtained by calling the MST Coordinator at 412-360-1040.

4.6.15.1. NOTE: Contactor sites with 5,000 or more patients must provide care for MST-related mental health conditions on-site. Contractor shall ensure that there are a sufficient number of clinicians able to provide specialized mental health care for conditions related to MST to adequately meet the demand for care.

4.6.25 **TELEPHONE ACCESS TO CLINICAL CARE**: The VA is responsible for managing the telephone system at the CBOC 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.

While VA will provide the phones, phone system, and automated call distribution (ACD) software, the contractor is responsible for contractor performance in regards to all call metrics. VA will monitor this on a monthly basis via the ACD reports, as outlined in the QASP. Benchmarks include an average speed of answer by a live person who can assist the caller and not just put on hold within 30 seconds and a call abandonment rate of less than 5%.

4.6.25.1 **After Hours Telephone Care:** VA and Contractor will make necessary arrangements to ensure after hours calls are routed or addressed accordingly.

4.6.25.2 **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).

4.6.26 **TELE HEALTH SUPPORT:** Contractor shall implement VHA Telehealth Services using guidance provided within VHA located at https://www.telehealth.va.gov/real-time/index.asp 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.

4.6.26.1 **TELE- RETINAL SERVICES:** The Contractor shall provide teleretinal 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.

4.6.26.2 **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 mid-level provider to complete online teledermatology training through the Boston VA Medical Center and compile documents necessary to modify scope of practice and collaborative practice agreements; as requested by a Contractor PCP, utilize the trained mid-level provider to measure and photograph (using VA provided rulers and a telederm camera) potential dermatologic concerns; using VA provided VistA Imaging software, utilize the trained mid-level provider or other staff member to transfer images from the telederm 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 telederm 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.

4.6.27 **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.

4.6.28 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 –

4.6.28.1 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/Optometry, 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

4.6.29 **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 Network Authorization Office (NAO) 1-800-396-7929. A request for Authorization for Non-VA Services is requested by the ordering Provider by completing the appropriate CPRS Non-VA 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 Non-VA Department. These authorizations, however, will be granted only in rare instances, as *non-emergent* referrals should be made to the VA.

4.6.30 **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

4.6.30.1 **Breast Cancer Screening**

NOTE: Refer to 38 U.S.C. 7319(b) and VHA Handbook 1105.03, Mammography Program Procedures and Standards for full details. See FDA Mammography Standards Guidance at www.fda.gov\Radiation-EmittingProducts\MammographyQualityStandardsActandProgram\Guidance\PolicyGuidanceHelpSystem\ucm135583.htm.

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 may refer patients for mammograms to local accredited and certified mammography facilities in the Contractor's Outpatient Site of Care applicable county if the patient's home address is more than 50 miles from the Univeristy Drive campus. The CBOC Providers will follow established VAPHS guidelines for Non-VA Care Mammography. Providers must ensure that any tests done outside of the CBOC are reviewed, check that documentation of results are sent to patient, and ensure that follow-up is ordered and completed.

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.

The mammography facility will invoice the VA through the VA chosen third-party (i.e. Healthnet), the NonVA care contractor.

Any change in either the accreditation or certification status of a referral mammography facility will be communicated to the Women's Health Program Manager at (412) 360-6289 within one working business day after you become aware of such change.

For patients living within 50 miles of the Univeristy Drive campus, all screening mammograms are done at VAPHS on the Univeristy Drive campus. If the results are normal, the CBOC provider will be notified and a letter will go out from Radiology to the patient advising him/her of the results. If the screening is abnormal, the provider will be notified, as well as Women's Health. Women's Health will add the patient to a tracking sheet and place a Non VA Care Consult for the patient to have a diagnostic mammogram. Non VA care will acknowledge the consult and notify the VA Contractor responsible for managing non VA care. This entity will coordinate scheduling the patient in a nonVA facility.

When results from the diagnostic mammogram come in, the CBOC provider and Women's Health are notified. The provider will contact the patient to advise of the results and Women's

Health will update the tracking sheet. If additional procedures are needed (such as a biopsy or other testing), these are covered under the original order.

All reports must include the appropriate BI-RADS code including the FDA mandatory final assessment wording category.

The off-site contracted mammography facility's interpreting physician must ensure the referring VA ordering practitioner or surrogate is contacted by telephone with all critical results. Practitioner must document in radiology report when and to whom they spoke.

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.

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.

4.6.30.2 **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.

4.6.30.3 **Tracking and Care Coordination**

Per VHA Directive 1330.01 Health Care Services for Women Veterans https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5332 Each facility must have a process in place to ensure tracking and timely follow-up of findings from breast and cervical cancer screening. VAPHS has standard operating procedures that specify the tracking process and assign breast, maternity, and gynecological care coordination duties to specific individuals. These duties are assigned to VAPHS' Women's Health Nurse Coordinator. The Contractor should work directly with the Nurse Coordinator to in regards to sections 4.6.23.1 and 4.6.23.2. The contractor can call the Nurse Coordinator at 412-360-3753.

4.6.30.4 **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 Non-VA Consult and notify the Women Veterans Program Manager at 412-360-6289.

4.6.31 **ADMINISTRATIVE:** 20% of time not involved in direct patient care. Contractor's Personnel shall attend service staff meetings as required by the VA COS or designee. This time can be used for be

used for non-encounter items like huddles, meetings, paperwork, lunches, training, etc. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

4.6.32 **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.

4.6.32.1 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.

4.6.32.2 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.

4.6.32.3 The Contractor shall be responsible for ensuring phone contacts with patients and primary care providers or their designee.

4.6.32.4 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

4.6.32.5 Open Access is an important concept for VHA primary care

4.6.32.6 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 Bed Management Center is mandatory.

4.6.32.7 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.

4.6.32.8 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.

4.6.32.9 No Shows: See Appendix I of **VHA Directive 1230 "VHA Outpatient Scheduling Processes and Procedures"** at 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.

4.6.33 **MY HEALTHEVET PROMOTION** -Veterans interested in the My HealtheVet initiative will be directed to the web site 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.

4.6.34 **MEDICAL RECORDS/COMPUTERIZED RECORD SYSTEMS/DISCLOSURE/RECORD RETENTION**

4.6.34.1 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).

4.6.34.1.1 The resultant contract and its requirements meet exception in 45 CFR 164.502(e), and requires 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 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.

4.6.34.1.2 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.

4.6.34.1.3 VHA will provide the necessary training to Contractor personnel on the proper use and operation of the VISTA/CPRS system.

4.6.34.1.4 **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.

4.6.34.1.5 **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.

4.6.34.1.6 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.

4.6.34.1.7 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.

4.6.34.1.8 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 a trackable mail delivery service (i.e. FedEx or UPS) to: VAPHS: Release of Information. University Drive C, Pittsburgh, PA 15240. The trackable delivery service will be at the expense of the Contractor. An audit of the scanned records may be conducted randomly by the VAPHS Release of Information Department at any point and the contractor should comply with any requested information.

4.6.34.1.9 **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. VAPHS policy on documentation policies can be found at https://vaww.visn4.portal.va.gov/pittsburgh/home/KC/Documents/Forms/MCMCategory.aspx , under IM-013: Charting Guidelines.

4.6.34.1.9.1 The Contractor shall report workload (check-in, check-out) within two (2) 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.

4.6.34.1.9.2 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.

4.6.34.1.9.3 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 within 7 calendar days of the visit.

4.6.34.1.9.4 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 two (2) calendar days of the patient's visit, with the exception of radiology reports.

4.6.34.1.9.5 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.

4.6.34.1.9.6 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.

4.6.34.1.9.7 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.

4.6.34.1.9.8 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 412-822-3272.

4.6.34.1.10 **Encounter Forms:** The Contractor shall electronically complete encounter form data in the VISTA/CPRS system within two (2) 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 contaminates, or ionizing radiation.

4.6.34.1.11 **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.

4.6.34.1.12 **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.

4.6.34.1.13 **Reports:** The Contractor is responsible for complying with all related VA reporting requirements requested by the VHA.

4.6.34.1.14 **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 trackable means at contractor's expense to the VA within one (1) business day of request at no expense to VHA.

4.6.34.1.15 **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 trackable means 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.

4.6.34.1.16 **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 VAPHS Release of Information Department at University Drive C, ROI Dept., Pittsburgh, PA 15240.

4.6.34.1.17 **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.

4.6.34.1.17.1 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, the10- 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.

4.6.34.1.18 **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.

4.6.34.1.19 Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

The Government Agency owns the rights to all data/records produced as part of this contract.

The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

4.6.35 **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.

4.6.36 **PATIENT RIGHTS, SAFETY, COMPLAINTS, GRIEVANCE SYSTEM PROCESSES**

4.6.36.1 **Patient Rights and Responsibilities**: Contractor shall conform to all patients' rights issues addressed in VA Medical Center Memorandum RI-009, Patient/Resident Rights and Responsibilities found here https://vaww.visn4.portal.va.gov/pittsburgh/home/KC/Documents/Forms/MCMCategory.aspx.

4.6.36.2 **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 412-360-1858or if unavailable, contact Patient Safety Coordinator at 412-360-1177. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.

4.6.36.3 **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.

4.6.36.3.1 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.

4.6.36.3.2 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.

4.6.36.3.3 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.

4.6.36.4 **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.

4.7 **SPACE REQUIREMENTS**: Space standards to meet PACT model are found at http://www.cfm.va.gov/til/dGuide/dgPACT.pdf. Please refer to this document for all design proposals. Proposals that are submitted and accepted that are later determined to not meet specific criteria outlined in the Design Guide will need to be remedied at the expense of the contractor. The Accessibility design standards are defined in the following guide: http://www.cfm.va.gov/til/dGuide/dgBarrFree.pdf . Specific requirements regarding non PACT rooms can be found at https://www.cfm.va.gov/til/spclRqmts.asp. Refer to these design guides for specific requirements regarding rooms; the sections below are just an excerpt:

4.7.16 **PACT Patient Care Room:** minimum size of 125SF; the PACT Space Module uses a ratio of approximately 3 Patient Care Rooms per each PACT team. Patient Care Rooms are functionally divided into two zones - the consultation zone and the examination zone - to provide room for comfortable patient-provider interaction. Doors for each PACT Patient Care Room should be sliding and follow the design standards outlined in the PACT Design Guide.

4.7.17 **PACT Procedure Room:** minimum size of 180 SF (240 SF including bathroom); the PACT Space Module requires 1 (one) Procedure Room per each CBOC which has an ensuite bathroom. The PACT Procedure Room is used for many patient care activities including GYN procedures, bariatric patient visits, regular exams, and other uses as needed.

4.7.18 **Designated Telehealth Rooms:** minimum size of 144 SF (12x12). Due to current usage and anticipated growth of telehealth modalities, all facilities regardless of size should have at least four (4) designated telehealth rooms. Additional rooms can be added as necessary. Additionally, the CBOC should maintain the ability to use other exam rooms for telehealth, if needed.

4.7.18.1 Rooms shall have no exterior windows

4.7.18.2 Walls shall be painted in a matte finish either light grey or beige

4.7.18.3 Rooms shall have standard electrical, a phone and IT/LAN accesses on at least two (2) walls; adjacent or non-adjacent.

4.7.18.4 Illuminated with "daylight" fluorescent bulbs having a color temperature not less than 5000 Kelvin (K) or greater than 7000K and a color rendering index (CRI) rating greater than 90; low energy fluorescents in the range of 30 and 50 kHz are to be avoided.

4.7.18.5 Furnished, at minimum, with a standard exam table and one (1) office side chair.

4.7.18.6 Counter with hand washing facilities and/or cabinetry, not occupying more than one wall, is optional. Hand washing facilities in the exam room are recommended, however if this is not feasible, alcohol based sanitizers shall be placed in the exam room and hand washing facilities shall be provided in a location that is readily accessible to employee

4.7.19 **Group Care Room/Conference Room:** minimum size of 375 SF; the PACT Space Module recommends 1 Group Care Room per each CBOC.

4.7.20 **Information Technology Closet:** Minimum size of 40 SF (4x10); the contractor shall provide a secure, double locked communications closet to house the computer networking equipment and network patch panel to service the clinic space. The IT Closet should be:

4.7.20.1 Air conditioned

4.7.20.2 Fire suppression

4.7.20.3 Solid core door

4.7.20.4 Emergency backup power provided

4.7.20.5 No windows or open vents/gaps

4.7.20.6 Double locked and keyed separately. Access to this space shall be strictly controlled. The contractor will provide a copy of the key/access code to VA OIT and the Clinic Administrator only.

4.7.21 **Audiology Exam Room**: Minimum size of 144 SF (12x12); recommended 1 per CBOC. Room should be located in a quiet area of the clinic (ambient noise less than 45 dBA SPL). The exam room shall have carpet and include a sink, storage cabinetry, and appropriate office furniture.

4.7.22 **Audiology Hearing Aid Laboratory:** Minimum size of 120 SF (10x12); recommended 1 per CBOC. The Laboratory should have a sink, standing height counters along the room with cabinetry above and below the counters. Cabinetry will be a mix of larger storage areas and small drawer arrangement. The contractor will supply power strips with a minimum of 6 power outlets at counter height on both sides of the room

4.7.23 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 rite 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.

4.7.24 Other equipment required by Occupational Safety and Health Administration (OSHA) and TJC as the need arises.

4.7.25 **Privacy Standards:** Veterans must be provided adequate visual and auditory privacy at check-in. VA Privacy recommends a minimum of at least 10 feet from check-in desks to waiting room chairs, queue lines, etc. 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.

4.7.26 **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

4.7.27 **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. All alarm switches or buttons should be tested as deemed appropriate by the contract clinic company to ensure operational effectiveness; the contractor will provide results to the VAPHS Police upon request

4.7.28 **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**.**

4.7.29 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.

4.7.30 **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. VA Police will provide annual (or more frequent) physical security surveys. Compliance with items marked as "Findings/Recommendations" may be corrected at the contractor's expense and discretion. A written response for any "Findings/Recommendations" must be sent to VA Police within 30 days of receiving the survey, regardless if the contractor implements the recommendations.

4.7.31 **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 VAPHS. All users must comply with and adhere to VA Directives and VA Cyber Security policies.

4.7.31.1 The Contractor shall be responsible for:

4.7.31.1.1 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

4.7.31.1.2 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.

4.7.31.1.3 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.

4.7.31.1.4 all charges related to the backup, contingency, and COOP connectivity.

4.7.31.1.5 for the procurement, installation and maintenance of any additional printers, copiers, scanners, fax machines*, not provided by VA needed 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."*

4.7.31.1.5.1 VA will provide two multifunction devices and toner, however the contractor will be responsible for providing all printer paper, for VA and nonVA devices alike.

4.7.31.1.6 shredders, or other peripheral office equipment and all related and ongoing supplies required to operate the equipment in support of the facility under the specifications of this contract.

4.7.31.1.7 all office supplies (pens, paper, pencils, folders, paper clips and other supplies to facilitate operation of the clinic.

4.7.31.1.8 all clinical supplies to accomplish all required work in this contract, other than those provided by the VA specifically mentioned in this document.

4.7.31.1.9 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)

4.7.31.1.10 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.

4.7.31.1.11 providing wireless internet in the waiting area/lobby for patients personal use

4.7.31.2 The VA will be responsible for:

4.7.31.2.1 providing PC workstations, software, primary telecommunications lines and networking equipment required to access the VISTA system

4.7.31.2.2 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.

4.7.31.2.3 providing 2 (two) multifunction devices, capable of printing, scanning and faxing. VA will be responsible for these 2 (two) devices procurement, installation and maintenance. VA will be responsible for these devices' toner cartridges.

4.7.31.2.4 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.

4.7.31.2.5 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)

4.7.31.2.6 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 412-822-3444. 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, trouble-shoot 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. In addition, the contractor will follow and participate in any and all applicable VA Pittsburgh quality improvement and initiatives." 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 COR 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 notifications shall be emailed to the COR. The COR 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 Primary Care Clinical Nurse Specialist . 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 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 VAPHS 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, safety and performance measures. These reports shall be submitted to the Primary Care Clinical Nurse Specialist on a monthly basis and sent via secured email using PKI or utilizing a trackable mail service.

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: QUALITY OF CARE- COLORECTAL CANCER SCREENING
Performance Requirement: CBOC providers shall screen all patients for colorectal screening.
Standard: CBOC providers shall screen 100% of patients
Acceptable Quality Level: The CBOC shall match or outperform VHAs national average. This average will change from year to year. For 2016, the average was 82%.
Surveillance Method: Monthly Reporting: Primary Care will provide this information on the VISN 4 Provider Report PCP Metrics report. The COR will provide the CBOC this report.
Frequency: monthly; the CBOC will receive 12 scores throughout the year for this task
Incentive: Satisfactory performance: 0-5% above VHA average; Very Good performance: 5.1-10% above VHA average; Exceptional performance:10.1% and above the VHA average
Disincentive: Failure to meet the AQL will result in less than satisfactory past performance ranking for that month

4.9.2 **MEASURE: QUALITY OF CARE- CONTROLLING HIGH BLOOD PRESSURE**
Performance Requirement:. CBOC providers shall actively manager those patients with high blood pressure.
Standard: CBOC providers shall actively manage 100% of those patients with high blood pressure.
Acceptable Quality Level: The CBOC shall match or outperform VHAs national average. This average will change from year to year. For FY16, the average was 77%.

Surveillance Method: Primary Care will provide this information on the VISN 4 Provider Report PCP Metrics report. The COR will provide the CBOC this report.
Frequency: monthly; the CBOC will receive 12 scores throughout the year for this task
Incentive: Satisfactory performance: 0-5% above VHA average; Very Good performance: 5.1-10% above VHA average; Exceptional performance:10.1% and above the VHA average
Disincentive: Failure to meet the AQL will result in less than satisfactory past performance ranking for that month

4.9.3 **MEASURE: QUALITY OF CARE- DIABETES PERECENTAGE LESS THAN 9**
Performance Requirement:. CBOC providers shall manage diabetic patients and maintain these patients' hemoglobin AICs below 9.
Standard: CBOC providers shall actively work towards having 0% of patients with AICs above 9.
Acceptable Quality Level: The CBOC shall match or outperform VHAs national average. The CBOC would outperform by scoring by a lower percentage than the average. This average will change from year to year. For 2016, the average was 21%.
Surveillance Method: Primary Care will provide this information on the VISN 4 Provider Report PCP Metrics report. The COR will provide the CBOC this report.
Frequency: monthly; the CBOC will receive 12 scores throughout the year for this task
Incentive: Satisfactory performance: 0-5% below the VHA average; Very Good performance: 5.1-10% below the VHA average; Exceptional performance: 10.1% and below the VHA average
Disincentive: Failure to meet the AQL may result in less than satisfactory past performance ranking

4.9.4 **MEASURE: VETERAN SATISFACTION**
Performance Requirement: Random patients are sent surveys after completing appointments at the CBOC; these surveys are not VA originated and are used for all healthcare facilities (VA and non-VA alike). These surveys are the Patient Centered Medical Home (PCMH) & Consumer Assessment of Healthcare Providers and Systems (CAHPS). Question #32 on these surveys is the patient's ranking of his/her Primary Care provider.
Standard: CBOC staff shall work towards satisfying 100% of patients.
Acceptable Quality Level: The community's average score of this question is calculated on an annual basis, so this number will change year to year. For 2016, the PCMH & CAHPS comparative database overall average was 83%.
Surveillance Method: Quarterly Reporting: Survey results are reported on a quarterly basis to VAPHS. The COR will notify the Contractor of their previous quarter's score once data becomes available.
Frequency: VA will monitor this on a quarterly basis, with data reported via the PCMH-CAHPS survey. Data is typically reported 1 quarter later (so FY16Q4 data is not available until FY17Q1). The CBOC will receive 4 scores throughout the year.
Incentive: 0-3% above average: satisfactory performance; 3.1%-5% above average: very good performance; 5.1% or above average: exceptional performance
Disincentive: Failure to meet the AQL may result in less than satisfactory past performance ranking for that quarter

4.9.5 **MEASURE: CONTRACTOR STAFFING AND ENGAGEMENT**
Performance Requirement: Full staffing per the contract is expected. Excessive staff turnover and long vacancy periods indicate underlying problems.
Standard: 100% of staffing outlined the PWS and PACT Staffing Models.
Acceptable Quality Level: The time from a vacating staff member's last day to the day the Contractor submits both, a credentialing and background investigation package to the COR for that position's replacement should be under 20 business days (roughly 1 calendar month). Additionally, contractors who officially pass through the credentialing and background investigation processes should report to work at the CBOC within 10 business days (2 calendar weeks) from when they are officially authorized to start.
Surveillance Method: Self-Reporting: Contractor must notify COR immediately of any staff resignations and/or pending vacancies. Periodic Inspection: COR will independently track the vacancy's timeline on a spreadsheet. The contractor can independently track this information as well, or request timeline updates

directly from the COR as needed. Additionally, the COR will also track the timeframe from when the contractor is authorized to start (evidence by when the COR sends the authorization to start email) compared to the contractor's actual start date.
Frequency: Data will be tracked any time a staff member resigns or is onboarded, regardless of title or position. The COR will average these timeframes for all staff onboarded during the year and report this overall, averaged data annually, so the CBOC will receive 1 score per year. Additionally, the COR can provide a "snapshot" view of the data at any point, upon contractor request.
Incentive: For average vacancy timeframes: 15-20 days: satisfactory performance; 10-14 days: very good performance; 9 days or less: exceptional performance. For average start date timeframes: 8-10 days: satisfactory performance; 6-7 days: very good performance; 5 days or less: exceptional performance
Disincentive: Failure to meet the AQLs may result in less than satisfactory past performance ranking

4.9.6 **MEASURE: ACCESS TO CARE**
Performance Requirement: Random patients are sent surveys after completing appointments at the CBOC. These surveys include the Survey of the Healthcare Experiences of Patients (SHEP), the Patient Centered Medical Home (PCMH) & Consumer Assessment of Healthcare Providers and Systems (CAHPS). Three of the standardized questions relate to how quickly patients perceive they can get an urgent care and routine care appointments as soon as needed. For this performance standard, the answers for these three access questions (question numbers 6, 9 and 14) will be combined into an average score.
Standard: The target goal is the average for all VHA facilities across the nation for that given timeframe. This average is calculated on each report, so it will change from quarter to quarter (although it is assumed not significantly). For 2016, the VHA average score was 48.9%; for VAPHS the average score was 58.5%.
Acceptable Quality Level: The CBOC score for the composite must at least meet the VHA national average baseline AND be no more than 5 points below the overall healthcare system's baseline score.
Surveillance Method: Periodic Inspection: Survey results are reported on a quarterly basis to VAPHS. The COR will notify the Contractor of their previous quarter's score once data becomes available. Data is typically reported 1 quarter later (so FY16Q4 data is not available until FY17Q1).
Frequency: These metrics are reported to VAPHS on a quarterly basis, so the CBOC will receive 4 scores for each year.
Incentive: Satisfactory performance: If the CBOC meets the VHA national average and is less than 5 points from VAPHS' overall score; Very Good performance: if the CBOC exceeds the VHA national average and meets VAPHS' overall score; Exceptional performance: if the CBOC exceeds the VHA national average and exceeds VAPHS' overall score
Disincentive: Failure to meet the AQL may result in less than satisfactory past performance ranking

4.9.7 **MEASURE: TELEPHONE RESPONSIVENESS**
Performance Requirement: The Contractor shall answer all incoming phone calls in a timely manner with a goal of first call resolution.
Standard: The contractor shall answer all phone calls within 30 seconds with a live person who can actively assist the caller, and not just ask for them to hold; 5% or less abandonment/hang up rate
Acceptable Quality Level: an answer time of 30 seconds with an abandonment rate of 5% or less
Surveillance Method: Monthly Reporting: the CBOC phones will have software that tracks calling metrics including average wait time and abandonment rate through an Automatic Call Distributor (ACD). The ACD company will directly send this monthly data to the COR. Additionally, VA staff will make daily phone calls at random times during normal business hours to the clinic and record the wait time until they are able to speak with a Contractor who can address their issue. If a Contractor answers the phone and advises the VA staff member to hold, the clock will not stop until the Contractor returns to the call and is able to listen to the caller's issue. The VA staff member will hang up if the wait time exceeds 3 minutes and this will count as a call abandonment. If the ACD data is significantly different from the VA's daily reported data or general feedback from Veterans, the Contracting Officer, COR and the Contractor will discuss and remedy. If both sides are unable to agree to a resolution, only the VA daily data will be used in rating this standard.
Frequency: The ACD company will directly provide the COR this information monthly. Additionally, the COR will track and trend data from daily calls outlined above and report it on a monthly basis to the Contractor. The CBOC will receive 12 scores each year for this item.
Incentive: Satisfactory performance: average answer time of 30 seconds with 5% or less abandonment rate

Exceptional performance: average answer time under 30 seconds with a 5% or less abandonment rate
Disincentive: Failure to meet the AQL for either answer time or abandonment rate will in less than satisfactory past performance ranking

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. 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:

Brandi Shellhammer
1010 Delafield Road
Pittsburgh, PA 15215
1 (412) 822-3797
Brandi.Shellhammer@VA.gov

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

Jocelyn Connelly
1010 Delafield Road
Pittsburgh, PA 15215
(412)822-1208
Jocelyn.Connelly@va.gov

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 –

Title	Role	Phone Number
Primary Care Service Line	Clinical Contact	(412)360-1855
VA Manager	COR and Admin Contact	(412)822-1208
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	(412) 360-6162
IRM "Help Desk"	Assistance with VISTA	1-855 673 4357, (Option 2 then 4)
HIMS ADPAC	Assistance with Patient Information Management System (PIMS)	412) 822-1132
Patient Registration Office	Assistance with Patient Eligibility	(412) 360-6162
Medical Care Cost Recovery	Assistance with Financial Assessments	(412) 822-1051
Outpatient Pharmacy	Outpatient Pharmacy Supervisor	(412) 360-6304
Health Information Management Service	Assistance with CPRS and Medical Records	(412) 822-1160
VA Patient Advocate	Assistance with patient complaints, etc.	(412) 360-3614

Ancillary Testing	Questions involving lab work, x-rays, and other ancillary testing	(412) 360-6543
Pathology and Laboratory Medicine	Chief Medical Technologist for pathology and laboratory medicine	(412) 360-6557
Women Veterans Health Services	Program Manager for women veterans health issues	(412) 360-6289
Radiology Service	Chief Technologist for radiology imaging related questions	(412) 360-3290

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 one hundred and twenty (120) 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 (113) 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 l996). The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.

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. Upon request, 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 Contractor shall furnish and install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo. The signage should refer to the clinic as "Fayette County Outpatient Clinic" follow the VA signage guides found here:

https://downloads.va.gov/files/CFM-TIL/signs/Signage04-Exterior.pdf . Any changes to this signage guide need approval through VAPHS Public Affairs.

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. The CBOC is currently referred to as the Fayette CBOC.

6.2. **BILLING-CPT CODES:** The Contractor shall adhere to the most current procedural terminology (CPT) coding standards used for primary care 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.

CPT CODES	SERVICES
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).
70010TC-76499TC	Diagnostic Radiology and Diagnostic Imaging shall be performed with the exclusion of invasive procedures, Fluoroscopy, MRI, CT, Nuclear Medicine, and Ultrasound ultra sound. Contract services include technical component only; professional interpretation to be performed by VA. Mammography will be fee based to a certified mammography center

	in the area. Contract facilities should case edit the exam just as if it were done on station at the local VHA facility.
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: Gastroccult 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, 93041, 93042	Cardiography Services are limited to ECG performance and 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, physician assistants, and nurse practitioners. CPT codes that meet this purpose include: 99203, 99204, 99205, 99213, 99214, 99215, 99243, 99244, 99245, 99385, 99386, 99387, 99395, 99396, 99397.

6.2.1.1.2. VA and the Contractor can assign Veterans who are treated by the Contractor into the PCMM software. Eligibility determination and enrollment of VA eligible enrolled Veterans in the Contractor's plan shall be the responsibility of the VA.

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.

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. If the offsets occurred under a different purchase order than the current one, the VA cannot offset the current purchase order's invoice, and will instead need to issue a bill of collection. 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 COR 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 (internal or external to VA). If internal, the Veteran can remain on the billable roster until he/she officially sees a new PCP, not at that CBOC. Regardless of PCMM bannering, if a non-CBOC Primary Care provider sees that patient, the patient should be disenrolled at the CBOC on the last day of that month. If the patient indicates he/she is seeing a nonVA PCP and no longer wants VA care, CBOC staff should enter a CPRS

note and disenroll the patient from PCMM. The patient should be disenrolled at the CBOC on the last day of that month.

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. No later than the seventh (7th) workday of each month, 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, 2016 will cover the time frame of October 1, 2015 through September 30, 2016.) 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.

6.2.1.3.2. The VA will also provide the Contractor names of Veterans who were removed manually that month from the billable roster due to death, relocation or transfer of care; this information will be on additional tabs, separate from the billable roster tab.

6.2.1.3.3. 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.

6.2.1.3.4. 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 COR or the CO or their designee. The final Arbitrator to any disagreements between the Contactor 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.

6.2.1.3.5. The VA and vendor will concur on that month's final billable amount (including billable patients and applicable credits). Once this is agreed upon, the contractor will submit its invoice.

6.2.1.3.6. 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 (attached in section D) 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 Veterans billable for that month
6.2.2.2.2. Numbers of Veterans (if any) whose disenrollments generate a credit, the amount of the credit (if credit is from a month billable on the current purchase order)
6.2.2.2.3. Firm's Tax Payer ID Number (TIN)
6.2.2.2.4. Firm's "Remit Address" information
6.2.2.2.5. The VA Purchase Order (PO) number
6.2.2.2.6. Firm's contact information: (Personal Name, Email, and Phone)
6.2.2.2.7. VA point of contact information: (Personal Name, Email, and Phone)
6.2.2.2.8. The Period of Performance dates (Beginning and Ending)
6.2.2.2.9. All discount information if applicable (Percent and Date Terms)
6.2.2.2.10. For additional information, please contact:
6.2.2.2.10.1. **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

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 Pennsylvania 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 emailed to the Patient Registration Department. The copy of the card must be sent 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=AFQjCNHAqetaMIvcgLUkzUyfyRSOz0Dmnw) also should be faxed to the Billing Department at 412-822-1184. If the Veteran refuses to consent, the Contractor shall document the refusal and notify the Billing Supervisor at +1 (412) 822-105.

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. Contractor will be required to comply with physical security guidelines by obtaining a PIV card from HR. VA ID must be worn at all times. The only contractor-owned IT devices that are permitted to be connected to the VA network are printing devices. These must be connected to the VA network by OI&T personnel. Any medical device connected to the VA network must be approved by OI&T.

A BAA is required due to this contractual agreement being with a staffing agency and not a health care provider.

A Contractor Security Control Assessment is required if any VA sensitive data is stored on the contractors' system.

Contractor must comply with all information security requirements to obtain/maintain computer access including a VPN account in cases in which remote access is required. If necessary, contractor will remotely connect via the VA's Citrix Access Gateway (CAG).

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. 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.

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.

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.

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.

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 (electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

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

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

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

B.4 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.5 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of

VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

B.6 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION C - CONTRACT CLAUSES

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.1 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)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
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
52.242-13	BANKRUPTCY	JUL 1995

C.2 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.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 April 1, 2018 through March 31, 2028.

(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 $250,000.00, 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 $5,000,000.00;

(2) Any order for a combination of items in excess of $5,000,000.00; or

(3) A series of orders from the same ordering office within 365 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 60 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 contract expiration.

(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 15 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 Ten (10) years.

(End of Clause)

C.8 52.245-1 GOVERNMENT PROPERTY (JAN 2017)

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

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, 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 operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search:

(2) Theft:

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management*.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property*.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property*.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property*.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the

Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property*. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired

property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(*1*) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(*2*) Quantity received (or fabricated), issued, and balance-on-hand.

(*3*) Unit acquisition cost.

(*4*) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(*5*) Unit of measure.

(*6*) Accountable contract number or equivalent code designation.

(*7*) Location.

(*8*) Disposition.

(*9*) Posting reference and date of transaction.

(*10*) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting,

investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis*.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor’s consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property*.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the

Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements*.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property

(material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property’s intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

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 852.232-72 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.15 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: *_____. 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 Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees. 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:

$1,000,000 per occurrence and $3,000,000 per annual policy year aggregate. Primary (basic) limits are $500,000 per occurrence and $1.5M per annual aggregate. Medicare limits are $500,000 per year occurrence and $1.5M per annual aggregate in excess of the primary care coverage or types and amounts as required within the applicable jurisdiction, whichever is higher, or state mandatory minimum required amounts whichever is higher

(End of Clause)

C.16 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 Pennsylvania. 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)

(End of Addendum to 52.212-4)

C.17 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).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[] (6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

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

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

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

[] (10) [Reserved]

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

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

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

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

[] (13) [Reserved]

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

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

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

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

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

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

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (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)).

[X] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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.

[X] (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.

[X] (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).

[X] (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.

[X] (50) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (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)).

[X] (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).

[X] (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:

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

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

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
Medical Assistant	$14.41/hr + $3.60/hr
Licensed Practical Nurse	$16.12/hr + $4.05/hr
Registered Nurse II	$24.43/hr + $6.10/hr
Registered Nurse III	$29.55/hr + 7.38/hr

[X] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

[X] (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 documents:

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN FAYETTE COUNTY CBOC.

D.2 WAGE DETERMINATION.

D.3 LIST OF VA LABORATORY CONTACT, SPECIMEN COLLECTION CONTAINERS, AND WAIVED TESTING LIST.

D.4 VAPHS CBOC EMERGENT DRUG FORMULARY.

D.5 CONTRACTOR RULES OF BEHAVIOR.

D.6 PAST PERFORMANCE REFERENCE CHECK QUESTIONNAIRE.

D.7 ADDITIONAL INFORMATION ON HISTORICAL WORLOAD DATA.

D.8 VHA T21 IMPLEMENTATION GUIDE.

D.9 GOVERNMENT FURNISHED EQUIPMENT.

D.10 MENTAL HEALTH 166A-U

D.11 PATHOLOGY AND LABORATORY INFORMATION

D.12 PATIENT RIGHTS

D.13 REPORTING IMAGING STUDY RESULTS

D.14 DIRECTORS PERFORMANCE MEASURES FY17 2.16.2017

D.15 IMMIGRATION NATIONALITY ACT CERTIFICATION

D.16 OUTPATIENT SCHEDULING PROCEDURE VHA DIRECTIVE 1230

D.17 SEXUAL ASSAULTS AND OTHER DEFINED PUBLIC SAFETY INCIDENTS – VHA DIRECTIVE 2012-026

D.18 OUTPATIENT CLINIC PRACTICE MANAGEMENT – VHA DIRECTIVE 1231

D.19 PATIENT MEDICAL RECORDS - VA24VA10P2

SECTION E - SOLICITATION PROVISIONS

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

Addendum to 52.212-1) Continuation of Instructions to Offerors:

1. Reference paragraph (c) under referenced provision FAR 52.212-1. This paragraph is tailored to read as follows:

   (c) **PERIOD FOR ACCEPTANCE OF OFFERS:** The offeror agrees to hold the prices in its offer firm for one hundred fifty (150) calendar days from the date specified for receipt of offers **in lieu of** thirty (30) calendar days as specified under FAR 52.212-1, *Instructions to Offerors--Commercial Items*, par. (c).

2. The following three (3) paragraphs under referenced provision 52.212-1 are hereby deleted:
   (e) **MULTIPLE OFFERS**
   (h) **MULTIPLE AWARDS**
   (f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS**.

4. VAAR provision 852.273-70, Late Offers, shall replace paragraph (f).

E.1.1 PROPOSAL INSTRUCTIONS TO OFFERORS SUBMISSION:

(a) Offerors shall submit an Offer for all Line Items in the Schedule of Services.

(b) Offerors should note that the Government may award on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from both cost/price and technical standpoints. The Government reserves the right to make award without discussion based on the initial proposals. Vague or terse statements such as “will comply,” “noted,” “understood,” etc., is not acceptable. The Offeror’s proposal is presumed to represent its best efforts to respond to the solicitation; thus, any unexplained inconsistencies resulting from the offeror’s lack of understanding of the nature and scope of the work for the overall solicitation may be grounds for rejection of the proposal. Complete Proposals must be received no later than date and time stated in Block 8 of Standard Form 1449.

(c) All proposals **MUST BE SENT VIA MAIL**, and are due no later than September 8, 2017 11:00 A.M. EST.

1. Proposals are to be mailed to:
   C/O: Brandi Shellhammer/ Shawn Smith
   Department of Veteran Affairs
   VA Pittsburgh Healthcare System

Acquisitions Office (090)
1010 Delafield Road
Pittsburgh, PA 15215

The Offeror shall submit one (1) Original, plus three (3) hard copies, and one (1) additional copy on Compact Disc with the complete proposal burned to the disc. Each Factor shall be submitted in separate volumes labeled as such:

Volume 1: Technical Capability

Sub factor 1 Facility and Geographic Location

Sub factor 2 Management, Experience, and Staffing

Sub factor 3 Transition/ Start up plan

Volume 2: Past Performance

Volume 3: Socio-Economic Program Participation

Volume 4: Price

- Volumes 1-4 shall be uploaded on the same disc, but shall be separate PDF files for each volume, sub factors may also be separate PDF files.

2. **PLEASE INDICATE THE NAME OF BUSINESS ON THE FIRST PAGE ONLY OF EVERY VOLUME IN THE PROPOSAL. DO NOT PLACE BUSINESS NAME ON EVERY PAGE OF THE PROPOSAL.**

(d) **PREPROPOSAL CONFERENCE**: A preproposal conference will be held on 08/10/2017 at 10:00 A.M. Eastern Time in Acquisition Conference Room 2A-255, Bldg. 70 at the VA Pittsburgh Healthcare System, 1010 Delafield Road, Pittsburgh, PA 15215. All offerors are encouraged to attend. **Please submit any questions or concerns about this solicitation no later than COB 07/28/17 (5:30 PM EST) so these items can be researched and addressed for the Preproposal Conference.** Questions/concerns should be addressed to Brandi Shellhammer, ACO, by e-mail at: Brandi.Shellhammer@va.gov. Also, notify Brandi Shellhammer **no later than COB 07/28/17 (5:30 PM EST)** if you plan to participate in the preproposal conference.

NOTE: FY2017 VA Socioeconomic Goals for Subcontracting

Socioeconomic Category	Subcontracting Goal
All Small Business	17.0%
Service Disabled Veteran Owned Small Business	5.0%
Veteran Owned Small Business	7.0%
HUBZone Small Business	3.0%
Small Disadvantaged Business	5.0%
Women Owned Small Business	5.0%

E.1.2 PRICE PROPOSAL

The price proposal will contain:

(a) The SF 1449 (Page 1) *Solicitation/Contract/Order for Commercial Items*, on which the offeror has completed blocks 12, 17a, 17b, 30a, 30b and 30c; Wet signatures only- digital signatures by the offeror are not accepted.

(b) Acknowledgement of solicitation amendments (if any).

(c) Offeror's Pricing on B.2 the *Schedule of Services and Prices/Costs Section*, and

(d) Completed Representations and Certifications at FAR 52.212-3, *Offeror Representations and Certifications--Commercial Items* Article #E12 or; Offeror may complete annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov.

E.1.3 TECHNICAL (Non-Price) PROPOSAL

(a) The Technical Proposal will address evaluation factor 1, Technical Capability (including all Sub-factors 1-3). Each has a suggested list of information/documentation to be provided by the Offeror which will support the Government's evaluation of those factors. For each factor, Offeror should respond in narrative form, and address each element of information and/or documentation requested, in the sequence listed. This is not intended to restrict the Offeror from answering in as much detail as he/she deems necessary to adequately address each technical factor, and Offerors are free to provide any supplemental information, i.e. information not expressly requested below, but relevant to the Government's evaluation of the particular factor being considered.

(b) The Offeror's response to the Past Performance portion of the proposal (Factor 2) should provide a list of the last three (3) contracts and/or subcontracts completed for primary care services during the past three (3) years and a list of all contracts and subcontracts currently in progress for primary care services. Include the following information for each contract and subcontract:

(1) Name and address of contracting activity

(2) Name and telephone number of Contracting Officer

(3) Name and telephone number of Program Manager/COR (COR)

(4) Dates of contract performance

(5) Total contract value

(6) List of major subcontractors

The offeror should provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems and preventive actions taken to prevent recurrence. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(c) The Offeror's response to the Socio-Economic Program Participation Offer portion of the proposal (Factor 3) is located on page 120. The offeror shall complete and return page 120. The Offeror should

provide a sub-contracting plan, or any list of sub-contractors, and proof of their socio-economic status, to be utilized for the provision of contract services.

E.1.4 EVALUATION FACTORS FOR AWARD:

Technical proposals will be evaluated based upon the Factors/Sub-factors and criteria set forth below.

FACTOR 1. TECHNICAL CAPABILITY

Sub-factor 1. Facility and Geographic Location

Sub-factor 2. Management, Experience, and Staffing

Sub-factor 3. Transition/Start-up Plan

FACTOR 2. PAST PERFORMANCE

FACTOR 3. SOCIO-ECONOMIC PROGRAM PARTICIPATION

FACTOR 4. PRICE

All non-price evaluations factors are listed in descending order of importance and when combined, are significantly more important than price. The sub-factors listed under factor 1 are listed in descending order of importance.

FACTOR 1: TECHNICAL CAPABILITY TO INCLUDE ALL SUB FACTORS

(1) FACTOR 1. TECHNICAL CAPABILITY: Technical Capability Sub-factors below are listed in descending order of importance.

A. Sub-factor 1. Facility and Geographic Location – The proposed facility must be physically located in Fayette County Pennsylvania; within the 9th Congressional District. Current CBOC Location: 635 Pittsburgh Road Uniontown, PA 15401

I. Specify location of proposed facility to be utilized under this contract. Include mailing address, street address (if different from mailing address), city or town, zip code, and country. All proposed site locations which are within Congressional District 9 and within Fayette County limits can effectively serve the complete county will be considered, however, sites that remain in the city limits of the current facility will be evaluated more favorably for this sub-factor.

II. Include in the proposal proof of ownership or proposed lease with landlord.

III. Specify total square feet of clinic space for the offered facility and total square feet for clinic waiting area. Proposed facilities shall include sufficient square footage to support anticipated panel sizes and services provided. Identify whether additional space is available for potential expansion.

IV. Describe general and handicap accessibility to the facility, including walking distance from parking areas and any alternate entrances/exits available to handicap Veterans.

V. Describe availability of adequate parking at the facility. Include in the description the number of general and handicap parking spaces readily available to the clinic location, and the average number of patients expected to visit the clinic per day. When reporting

the number of parking spaces available, DO NOT simply relate the number of spaces in the near vicinity of the clinic if there are other businesses that are "sharing" those spaces. The suggested number of spaces must realistically approximate the "available" spaces at any given time of day, and the average number of Veterans expected to be arriving at the clinic during those "given" times of day.

VI. List the number of exam rooms per provider. VHA Handbook 1101.02, "Primary Care Management Manual (PCMM)," recommends 2.5 or greater exam rooms per provider for optimal efficiency. Proposals for this sub factor will be evaluated based on whether the offeror's facility has less exam rooms per provider fails to meet, meets, or exceeds these recommendations.

VII. Describe location of facility in relation to major highways and applicable traffic control characteristics (e.g. traffic lights, stop signs, turn or merge lanes, etc.). Proposals for this subcontractor will be evaluate base on accessibility and safety.

VIII. Describe access to amenities (e.g. public transportation, dining, shopping, etc.)

IX. Provide a drawing of the proposed layout of the facility. Proposals for this sub-factor will be evaluated based on how offeror's facility site takes into account the tenants of on-site, off-site Patient Aligned Care Team (PACT).

X. Provide name and address of Laboratory to be utilized under this contract for laboratory services not performed at VAPHS. Provide photocopies of College of American Pathologists (CAP) or Joint Commission accreditation, or Clinical Laboratory Improvement Amendments (CLIA), Laboratory Certificate of Compliance held and current applicable state licensing and/or Center for Disease Control (CDC) accreditation, or proof that such documents are being processed.

B. Sub-factor 2. Management, Expertise, and Staffing –

I. Identify all administrative staff and Medical Director with submission of proposal. All other key personnel involved in the performance of the contract and the responsibilities held by each shall be provided to the COR within sixty (60) days of contract award. Provide key personnel list of who will be assigned to complete the requirements with information to include, but not limited to: experience, educational background, certifications, and record of past accomplishments as appropriate to the requirements of the solicitation. Key staff is defined as all Primary Care Staffing (Physicians, Certified Registered Nurse Practitioners, Physician Assistants, Podiatrists, Dietitians, Clinic Administrators, and Contractor's Corporate Liaison Officer).

1. Physician Director:
    a. Official transcripts and Graduation Certificate from an accredited program meeting the requirements identified in paragraph 2.1 of the PWS labeled: Physician Director.
    b. Board Certified by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine, and/or Family Practice.
    c. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

d. Evidence of a minimum of five (5) total years approved academic training and health care experience.
e. Curriculum Vitae.
f. Three (3) narrative letters of reference.

2. Primary Care Staffing

a. Physicians

i. Official transcripts and Graduation Certificate from and accredited Physician Program meeting the requirements identified in paragraph 2.3 of the PWS labeled: Primary Care Staffing Physician.
ii. Board certified by the ABMS or BOS in Internal Medicine and/or Family Practice.
iii. Active, current, unrestricted DEA license (must be licensed in the state of Pennsylvania).
iv. Evidence of a minimum of five (5) total years approved academic training and health care experience.
v. Curriculum Vitae
vi. Three (3) narrative letters of reference

b. CRNPs:

i. Official transcripts and Graduation Certificate from an accredited Registered Nurse Program meeting this requirement identified in paragraph 2.3 of the PWS labeled: Primary Care Staffing Certified Registered Nurse Practitioners.
ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iii. Evidence of a minimum of three (3) years successful nursing practice.
iv. Preferred of a minimum of one (1) year of successful CRNP practice.
v. Curriculum Vitae
vi. Three (3) narrative letters of reference

c. PAs:

i. Official transcripts and Graduation Certificate from an accredited Physician Assistant Program meeting the requirements identified in paragraph 2.3 of the PWS labeled: Primary Care Staffing Physician Assistant.
ii. Certification from the National Commission on Certification of Physician’s Assistants.
iii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iv. Evidence of a minimum of five (5) total years approved academic training and health care experience.
v. Curriculum Vitae.
vi. Three (3) narrative letters of reference.

3. Clinical Nurse Administrator

a. RNs:

i. Official transcripts and Graduation Certificate from an accredited school of professional nursing accredited by the ACEN or CCNE. Meeting this requirement identified in paragraph 2.2 of the PWS labeled: Clinical Nurse Administrator.
ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iii. Evidence of a minimum of three (3) years successful nursing practice.
iv. Preferred of a minimum of one (1) year of successful RN practice.
v. Curriculum Vitae
vi. Three (3) narrative letters of reference

4. Clinical Associate

a. LPN/LVN:

i. Official transcripts and Graduation Certificate from an accredited school of practical or vocational nursing and/or credited by the NLN. Meeting the requirement identified in paragraph 2.3.3 of the PWS.
ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iii. Evidence of a minimum of three (3) years successful nursing practice.
iv. Preferred of a minimum of one (1) year of successful LPN/LVN practice.
v. Curriculum Vitae
vi. Three (3) narrative letters of reference

b. MAs:

i. Official transcripts and Graduation Certificate from an accredited/approved medical assistant training program accredited by the CAAHEP or ABHES, or any accrediting agency recognized by the U.S. Department of Education, or active CMA or RMA from the AAMA, or the AMT. Meeting the requirement identified in paragraph 2.3.3 of the PWS.
ii. Evidence of a minimum of three (3) years successful nursing practice.
iii. Preferred of a minimum of one (1) year of successful MA practice.
iv. Curriculum Vitae
v. Three (3) narrative letters of reference

c. HCTs:

i. Official transcripts and Graduation Certificate from an accredited/approved medical assistant training program accredited by the CAAHEP or ABHES, or any accrediting agency recognized by the U.S. Department of Education, or active CMA or RMA from the AAMA, or the AMT. Meeting this requirement identified in paragraph 2.3.3 of the PWS.
ii. Evidence of a minimum of three (3) years successful nursing practice.
iii. Preferred of a minimum of one (1) year of successful MA practice.
iv. Curriculum Vitae
v. Three (3) narrative letters of reference

5. Expanded PACT Staffing:

a. Clinical Pharmacy Specialist (CPS) - PACT:

i. Official transcripts and Graduation Certificate from an accredited ACPE college or university meeting this requirement identified in paragraph 2.4.1 of the PWS.

ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

iii. Evidence of a minimum of one (1) years successful pharmacy equivalent experience at the next lower level.

iv. Curriculum Vitae

v. Three (3) narrative letters of reference

b. Clinical Pharmacy Specialist (CPS) - Anti-coagulation:

i. Official transcripts and Graduation Certificate from an accredited ACPE college or university meeting this requirement identified in paragraph 2.4.2 of the PWS.

ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

iii. Evidence of a minimum of one (1) years successful pharmacy equivalent experience at the next lower level.

iv. Curriculum Vitae

v. Three (3) narrative letters of reference

c. Licensed Clinical Social Worker:

i. Official transcripts and Graduation Certificate from an accredited CSWE college or university and shall have obtained a MSW meeting this requirement identified in paragraph 2.4.3 of the PWS.

ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

iii. Evidence of a minimum of one (3) years successful social work experience.

iv. Curriculum Vitae

v. Three (3) narrative letters of reference

d. Registered Dietitian (Nutritionist):

i. Official transcripts and Graduation Certificate from a U.S. regionally accredited college or university meeting this requirement identified in paragraph 2.4.4 of the PWS.

ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

iii. Evidence of a minimum of one (3) years successful social work experience.

iv. Curriculum Vitae

v. Three (3) narrative letters of reference

6. Specialty Services

a. Podiatrist:

i. Official transcripts and Graduation Certificate from an approved United States school of podiatric medicine meeting the requirements identified in paragraph 2.5.1 of the PWS.

ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).

iii. Evidence of podiatric experience must meet the standards in the staffing grid (PWS 2.1.1).
iv. Curriculum Vitae.
v. Three (3) narrative letters of reference.

b. Diagnostic or Therapeutic Radiologic Technologist:
i. Official transcripts and Graduation Certificate from an accredited AART program meeting the requirements identified in paragraph 2.5.2 of the PWS.
ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iii. Evidence of podiatric experience must meet the standards in the staffing grid.
iv. Curriculum Vitae.
v. Three (3) narrative letters of reference.

c. Tele-Retinal, Tele-Dermatology, and Tele-Psychiatry Healthcare Technicians:
i. All staff shall be appropriately credentialed, and where necessary privileged.
ii. Active, current, unrestricted license (must be licensed in the state of Pennsylvania).
iii. All other requirements can be found in paragraph 2.6.1 of the PWS.

C. Sub-factor 3. Transition/Start-Up Plan

I. Describe the methods by which Contractor will ensure that the CBOC will meet or the Director's Performance Measures (see attachment 14 in section D for current performance measures) including quality measures relevant to primary care and mental health, access measures, and measures related to timely documentation and electronic signing of progress notes and orders. Describe Contractor's plan for ensuring providers have sufficient time to comply with administrative documentation requirements. Contractor's proposed methods will be evaluated on completeness and feasibility.

II. Describe the methods by which Contractor will limit key staff turn-over, what incentives Contractor uses to retain staff, and contingency plan for handling any provider turnover. Describe Contractor's capability to recruit adequate staffing to meet the needs of the contract.

III. Describe mechanism to schedule qualified physicians and staff to cover the required clinic schedule. Describe contingency plans for covering clinics due to scheduled or unscheduled leave.

IV. Describe the methods by which Contractor will ensure provider panel sizes remain within established parameters. The VHA nationally is establishing maximum panel sizes for primary care providers. Offeror shall state in the technical proposal for this Sub-factor it will adhere to this panel size requirement. Provide a detailed discussion of how the structure and/or processes of the clinic will be adjusted when/if the providers' panel sizes exceed the established requirements.

V. Describe mechanism for maintaining continuity of care between the VA Pittsburgh Healthcare System and Contractor's facility and continuity of care between private sector and VA care. Many patients enrolled in CBOCs also have a separate non-VA community provider. Describe the processes that will be used to ensure that all relevant medical information from the private sector is both available to the CBOC primary care provider and is available in CPRS for viewing by non-CBOC based clinicians (i.e., VAPHS-based clinicians).

VI. Describe Contractor's Performance Improvement Program (PIP)

VII. Describe capability and/or mechanism to be used to begin contract performance within 120 calendar days after notice to proceed. Submit a chart identifying milestones and anticipated achievement dates based on an estimated contract award date of 1 December, 2017.

VIII. Describe your ADP (Automatic Data Processing) contingency plan for equipment downtime, including emergencies and limited operations.

IX. Provide evidence of a working knowledge of applicable Joint Commission regulations and describe ability to meet Joint Commission requirements. Provide evidence of Joint Commission accreditation, if applicable; and in addition, provide date of last survey, expiration date of present accreditation, and date of next survey. Indicate any conditions to the accreditation.

FACTOR 2: PAST PERFORMANCE

(2) FACTOR 2. PAST PERFORMANCE:

A. Offerors shall submit the information outlined below as evidence relevant past performance. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar primary care services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. (*Note: Past performance information may be submitted prior to submission of the other parts of the proposal, to assist the Government in reducing the evaluation period. Past Performance information may be e-mailed to Brandi Shellhammer at Brandi.shellhammer@va.gov Completed Mailed Proposal submissions still must contain a Volume of the past performance information upon submission. A confirmation E-mail will be sent to verify receipt of any Past Performance information submitted prior to the due date for receipt of proposals. The subject line of the email must state the contractor's name, Fayette CBOC Solicitation and Past Performance).*

B. The Offeror shall provide a list of no more than three (3) references. Offerors may also provide no more than 3 references for all subcontractors that will perform at least 20% of the proposed work. References should arise from previous or ongoing contracts, for the same or similar services called for in this solicitation, provided to the Department of Veterans Affairs or other Federal agencies, performed within the past 5 years. If the offeror or subcontractors have not held VA or Federal contracts, then the offeror or

subcontractors may submit references arising from state, local, or private contracts. Include the following information for each contract and subcontract:

I. Name and address of contracting activity
II. Name and telephone number of Contracting Officer
III. Name and telephone number of Program Manager/COR (COR)
IV. Dates of contract performance
V. Total contract value
VI. List of major subcontractors

C. The offeror should provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems and preventive actions taken to prevent recurrence. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

D. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. An evaluation of the performance of the proposed key personnel on relevant contracts, or past performance with respect to predecessor companies, or subcontractors that perform major or critical aspects of the requirement can be used, as appropriate, as part or all of the past performance evaluation.

E. The Government may obtain additional past performance information from the Past Performance Information Retrieval System (PPIRS), other systems, agencies other than VA, and any other source. Offerors must provide documentation of all past adverse actions by Federal, state, or local agencies.

FACTOR 3: THE SOCIO-ECONOMIC PROGRAM PARTICIPATION

(3) FACTOR 3. SOCIO-ECONOMIC PRAGRAM PARTICIPATION:

A. Discuss your status as a SDVOSB concern or your proposed use of eligible SDVOSB concerns. For SDVOSB offeror, this discussion must include SDVOSB ownership percentage, number of employees, date of incorporation, and registration in Vender Information Pages at www.VetBiz.gov. For Non-Veteran offeror, this discussion must include whom the names of the SDVOSB concern you proposed to use, the total dollars/percentage of work to be subcontracted, and a brief description of the work to be performed by the SDVOSB.

B. Discuss your status as a VOSB concern or your proposed use of eligible VOSB concerns. For VOSB offeror, this discussion must include VOSB ownership percentage, number of employees, date of incorporation, and registration in Vender Information Pages at www.VetBiz.gov. For Non-Veteran offeror, this discussion must include whom the names of the VOSB concern you proposed to use, the total dollars/percentage of work to be subcontracted, and a brief description of the work to be performed by the SDVOSB.

C. Offerors identify as a Non-Veteran concern proposing to subcontract with SDVOSB or VOSB (registered in VIP).

D. Offerors who are Small Business Concerns may elect not to submit a subcontracting plan.

Select one below and provide required information listed above: (All replies that are not completed will be scored as N/A)

____SDVOSB (registered and verified in VIP)

____ VOSB (registered and verified in VIP)

____ Non-Veteran proposing to subcontract with SDVOSB or VOSB (registered and verified in VIP)

____ N/A

(4) FACTOR 4. PRICE

A. This factor indicates what each offeror's proposal will cost the Government, if selected. The Contracting Officer will determine prices to be or not to be fair and reasonable. If a price considered not favorable and reasonable, then the contractor will be eliminated from the evaluation process.

E.2 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)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017

E.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

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 SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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 (FAPIIS) 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 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:

Shawn Smith

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs

VA Pittsburgh Healthcare System
Acquisitions (90A)
1010 Delafield Road
Pittsburgh PA 15215-1802
Mailing Address:

Department of Veterans Affairs

VA Pittsburgh Healthcare System
Acquisitions (90A)
1010 Delafield Road
Pittsburgh PA 15215-1802

(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 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer 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 under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by

negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.8 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.9 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.10 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

E.11 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)

E.12 VAAR 852.271-70 NON DISCRIMINIATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-1)

E.13 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 1. Facility and Geographic Location
- Sub-factor 2. Management, Experience, and Staffing
- Sub-factor 3. Transition/Start-up Plan

FACTOR 2. PAST PERFORMANCE

FACTOR 3. SOCIO-ECONOMIC PROGRAM PARTICIPATION

FACTOR 4. PRICE

All non-price evaluations factors are listed in descending order of importance and when combined, are significantly more important than price. The sub-factors listed under factor 1 are listed in descending order of importance.

(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. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(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.14 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 decisio*n 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.

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).

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 non-applicable..

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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.

_____

_____

_____

[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

(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.

(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, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, 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 Document