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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 36C261 Parvinder S. Brar

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-2609

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

☒ 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 ☒ monthly in arrears

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

Department of Veterans Affairs
FMS VA-9(101) Financial Services Center
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 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

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

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

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the

contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractor/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 5 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 5 days.

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

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

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

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

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA)

which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

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

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

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

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

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

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

6. SECURITY INCIDENT INVESTIGATION

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA

information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of **\$200.00** per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

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

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and

provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

(End of Clause)

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE LISTS

The guaranteed minimum award amount of this contract is \$2,000.00. The maximum aggregate value of orders that can be placed under this contract is \$5.5 million. The Government does not guarantee that it will place orders under this contract in excess of the guaranteed minimum award amount.

Price List – Ordering Period 1

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNITS	UNIT PRICE PER ENCOUNTER
0001	Remote Inpatient Coding Ordering Period 1 POP Begin: April 1, 2018 POP End: March 31, 2019	EA	
0002	Remote Outpatient Coding Ordering Period 1 POP Begin: April 1, 2018 POP End: March 31, 2019	EA	
0003	Remote Outpatient Surgery Coding Ordering Period 1 POP Begin: April 1, 2018 POP End: March 31, 2019	EA	
0004	Remote Pro Fees Coding Ordering Period 1 POP Begin: April 1, 2018 POP End: March 31, 2019	EA	
0005	Remote Census Coding Ordering Period 1 POP Begin: April 1, 2018 POP End: March 31, 2019	EA	

Price List – Ordering Period 2

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNITS	UNIT PRICE PER ENCOUNTER
1001	Remote Inpatient Coding Ordering Period 2 POP Begin: April 1, 2019 POP End: March 31, 2020	EA	
1002	Remote Outpatient Coding Ordering Period 2 POP Begin: April 1, 2019 POP End: March 31, 2020	EA	
1003	Remote Outpatient Surgery Coding Ordering Period 2 POP Begin: April 1, 2019 POP End: March 31, 2020	EA	
1004	Remote Pro Fees Coding Ordering Period 2 POP Begin: April 1, 2019 POP End: March 31, 2020	EA	
1005	Remote Census Coding Ordering Period 2 POP Begin: April 1, 2019 POP End: March 31, 2020	EA	

Price List – Ordering Period 3

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNITS	UNIT PRICE PER ENCOUNTER
2001	Remote Inpatient Coding Ordering Period 3 POP Begin: April 1, 2020 POP End: March 31, 2021	EA	
2002	Remote Outpatient Coding Ordering Period 3 POP Begin: April 1, 2020 POP End: March 31, 2021	EA	
2003	Remote Outpatient Surgery Coding Ordering Period 3 POP Begin: April 1, 2020 POP End: March 31, 2021	EA	
2004	Remote Pro Fees Coding Ordering Period 3 POP Begin: April 1, 2020 POP End: March 31, 2021	EA	
2005	Remote Census Coding Ordering Period 3 POP Begin: April 1, 2020 POP End: March 31, 2021	EA	

Price List – Ordering Period 4

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNITS	UNIT PRICE PER ENCOUNTER
3001	Remote Inpatient Coding Ordering Period 4 POP Begin: April 1, 2021 POP End: March 31, 2022	EA	
3002	Remote Outpatient Coding Ordering Period 4 POP Begin: April 1, 2021 POP End: March 31, 2022	EA	
3003	Remote Outpatient Surgery Coding Ordering Period 4 POP Begin: April 1, 2021 POP End: March 31, 2022	EA	
3004	Remote Pro Fees Coding Ordering Period 4 POP Begin: April 1, 2021 POP End: March 31, 2022	EA	
3005	Remote Census Coding Ordering Period 4 POP Begin: April 1, 2021 POP End: March 31, 2022	EA	

Price List – Ordering Period 5

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNITS	UNIT PRICE PER ENCOUNTER
4001	Remote Inpatient Coding Ordering Period 5 POP Begin: April 1, 2022 POP End: March 31, 2023	EA	
4002	Remote Outpatient Coding Ordering Period 5 POP Begin: April 1, 2022 POP End: March 31, 2023	EA	
4003	Remote Outpatient Surgery Coding Ordering Period 5 POP Begin: April 1, 2022 POP End: March 31, 2023	EA	
4004	Remote Pro Fees Coding Ordering Period 5 POP Begin: April 1, 2022 POP End: March 31, 2023	EA	
4005	Remote Census Coding Ordering Period 5 POP Begin: April 1, 2022 POP End: March 31, 2023	EA	

B.4 STATEMENT OF WORK

Statement of Work for Contract Coding VA Central California Health Care System

1. Purpose: Health Information Management Service (HIMS) Coding Support

The purpose of this contract is to assign ICD-10-CM/PCS, CPT-4 and HCPCS Level II codes based on medical record documentation of any of the following: prescriptions, surgical episodes, inpatient facility and professional services, and outpatient care provided at the VA Central California Health Care System (VACCHCS). This is to supplement current VA inpatient and outpatient coding staff.

This is a non-personal services contract and the Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2. Background:

The Under Secretary for Health directed that as of October 1, 1996, VHA facilities were to begin collecting and reporting coded diagnostic, procedural and practitioner data for all ambulatory care encounters. While VHA facilities had been electronically reporting information about each outpatient visit to the national Outpatient Clinic System (OPC), the new requirement forced a major shift in the way VHA medical centers collected and stored ambulatory care information. Outpatient information is entered through the VistA Patient Care Encounter (PCE).

Facilities now report patient identity, date and time of service, practitioners (by HCFA Individual Provider Taxonomy type code), place of service, active problem(s) ICD-10-CM/PCS codes) and service(s) (CPT codes) for every ambulatory encounter and/or ancillary service.

The value of PCE data to managers and researchers depends on how accurately it portrays the actual clinical events that take place in the medical center. Data validity begins with practitioners accurately recording diagnoses and procedures. That information must be accurately entered into the facility's computer system (VistA).

Beginning September 1, 1999, CPT-4 procedure coding is used as a basis for facility and professional charges for bills submitted to third party carriers. Coders are held responsible for the accuracy of codes and compliance with federal legislation and VHA guidelines.

The Department of Veterans Affairs Central California Health Care System (VACCHCS) a level 1C facility, is an integrated health care delivery system, offering a comprehensive array of medical, surgical, rehabilitative, mental health and extended care to veterans in central California.

The health system is comprised of a medical center in Fresno; 3 outpatient clinics in Merced, Tulare and Oakhurst.

3. Scope of Work: The purpose of this CONTRACT is to obtain services to assign, ICD-10-CM/PCS CPT-4, and HCPCS Level II codes based on medical record documentation of outpatient and inpatient care provided at or under the auspices of a Veterans Health Administration facility and perform coding

audits. The Contractor shall provide all resources necessary to accomplish the deliverables described in the statement of work (SOW), except as may otherwise be specified.

Assign ICD-10-CM PCS, CPT-4, and HCPCS Level II codes based on medical record documentation of outpatient and inpatient care provided at or under the auspices of a Veterans Health Administration facility

Furnish validation of the integrity, quality, and assignment of codes to the data contained in the outpatient Patient Care Encounter (PCE), inpatient Patient Treatment File (PTF), the non-VA database and the integrated billing package

4. Performance Period: April 1, 2018 – March 31, 2023

Ordering Periods:

Ordering Period 1: April 1, 2018 – March 31, 2019
Ordering Period 2: April 1, 2019 – March 31, 2020
Ordering Period 3: April 1, 2020 – March 31, 2021
Ordering Period 4: April 1, 2021 – March 31, 2022
Ordering Period 5: April 1, 2022 – March 31, 2023

5. Type of Contract: The Government intends to award a firm fixed price indefinite delivery indefinite quantity (IDIQ) contract.

6. Place of Performance: All work shall be performed at the Contractor's facility unless otherwise specified and mutually agreed to by the Contractor and COR. In the instance where the Contractor is required to work at the Government site, that work shall not take place on Federal holidays unless directed by the Contracting Officer.

7. Key Assumptions:

- a. Industry standard coding guidelines shall be followed.
- b. All patient encounters shall be properly coded whether the encounter is billable or not. **Note:** Only 20%-30% of VA encounters are billable.
- c. Both physician and non-physician providers are employed by the VA Medical Center.
- d. As a federal facility, providers must have valid licenses; however, VHA does not require providers to be licensed by the state in which they work.
- e. VA does not currently bill Medicare or Medicaid, nor participate in any outside managed care agreements. VA billing consists of charges to private insurance carriers, including those that are Medicare supplemental policies.
- f. VA is authorized to charge "reasonable charges" by amended statutory provisions - PL 105-33 amended 38 U.S.C. 1720.
- g. The Contractor shall provide for its staff laptops, reference material, software/encoder tools for conducting reviews and developing training materials. Contractor staffs shall be proficient in the use of the laptops, reference materials, software/encoder tools and provide with their proposal evidence of use of an encoder.

- h. VHA policies and procedures shall be followed. If the Contractor is uncertain concerning a policy, the Contractor shall consult with the VISN/VAMC for clarification.
- i. Failure of the Contractor to maintain the required 95% accuracy level may result in termination for cause of the contract.

8. General Requirements:

- a. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.
- b. The latest United States editions of the International Classification of Diseases (ICD), Current Medical Information and Terminology (CMIT) and Current Procedural Terminology (CPT) of the American Medical Association (AMA) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association (APA) shall be used to provide uniform disease and operation terminology which is complete and scientifically accurate.
- c. Code assignment shall be in accordance with National Center for Health Statistics (NCHS), Centers for Medicare and Medicaid Services (CMS), American Hospital Association (AHA), AMA and APA guidelines, as appropriate. On those occasions when there is a question, VHA guidelines take precedence. Local policies will direct how coding is accomplished and what quantitative and/or qualitative reviews are performed by the facility. The AHA Coding Clinic and other publications may be used for training and reference purposes.
- d. Contractor shall ensure that its staff members providing services under this statement of work (SOW) and pursuant agreement (CONTRACT) **use VA encoder software.**
- e. Contractor shall adhere to all coding guidelines as approved by the Cooperating Parties [The four organizations that make up the Cooperating Parties for the ICD-10-CM/ ICD-10-CM/PCS/PCS: American Hospital Association (AHA), American Health Information Management Association (AHIMA), Centers of Medicare and Medicaid Services (CMS) and National Center for Health Statistics (NCHS)] and accepted VA regulations, including:
 - 1. The Official Guidelines and Reporting as found in the CPT Assistant, a publication of the American Medical Association for reporting outpatient ambulatory procedures and evaluation and management services,
 - 2. The current Official Guidelines for Coding and Reporting in the Coding Clinic for ICD, a publication of the American Hospital Association, and
 - 3. VHA guidelines for coding as found in the Handbook for Coding Guidelines V7.0 April 3, 2007, Health Information Management, Department of Veterans Affairs. This workbook is updated at least once per year with new codes and guidance. Contractor shall ensure it has the current version and the guidance is followed. **Note:** While VHA does ask for reimbursement from third party payers, the VHA coding policy is to code only according to coding guidelines. Our own compliance audits use only this definition when determining if any encounter or PTF is correctly coded.
 - 4. The Correct Coding Initiative. The CPT Evaluation and Management codes assure documentation substantiates the code level assigned.
 - 5. VHA Directive Patient Care Data Capture 2006-026

6. VHA Directive Resident Services Billing 2005-054
 7. VHA Handbook Resident Supervision 1400.1
 8. Other directives that VA may issue from time to time.
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- f. Upon request of the Contracting Officer, the Contractor shall remove any Contractor staff that do not comply with VHA policies or meet the competency requirements for the work being performed.
 - g. Contractor shall abide by the American Health Information Management Association established code of ethical principles as stated in the Standards of Ethical Coding, published by AHIMA.
 - h. All coding and auditing activities shall utilize VA's electronic health record.
 - i. Contractor shall provide all labor, materials, transportation, and supervision necessary to perform coding validation reviews for inpatient, observation, diagnostic tests, ambulatory surgery/medicine procedures and outpatient (clinic) data collection, evaluating the completeness and accuracy of coding diagnoses and procedures in accordance with official coding guidelines (Coding Clinics, CPT Assistant, HFCA/AMA, Ambulatory Patient Classifications [APC]) in a simulated Medicare payment environment.
 - j. Communication: Contractor shall specify a contact person and phone number who is available for personal contact at a minimum during regular business hours of the particular facility that owns the work, for the duration of the work. Contractor shall maintain frequent communications with the HIMS Manager or other designated medical center employee (i.e., coding supervisor/team leader) regarding progress, workload status and/or problems. The contractor shall make every effort to ensure that issues raised by the local facility are addressed in a timely manner.
 - k. Contract coders shall code in accordance with CCI Bundling Guidelines, and use the Healthcare Common Procedural Coding Systems (HCPCS), where appropriate. Contract coders must exclude coding information such as symptoms or signs characteristic of the diagnoses, findings from diagnostic studies, or localized conditions, which have no bearing on current management of the patient or as appropriate. Contract coders must clarify conflicting, ambiguous, or non-specific information appearing in the record by consulting with their supervisor who will, if necessary, discuss with the local VA contact.
 - l. Contractor is responsible for becoming familiar with guidelines on billing within the Veterans Health Administration (VHA). Information may be found at <http://vaww1.va.gov/cbo/rcbillingguide.doc>.
 - m. The Contractor shall not use "incident to" rules.
 - n. Contractor shall code using CPT for inpatient professional services or nursing home professional services.
 - o. Quality Assessment of Health Information Services:

1. The Contractor shall furnish certification of Indemnification And Medical Liability Insurance in accordance with VAAR 852.237-7 to the Contracting Officer's Representative (COR), before commencing work under this contract, that coverage required has been obtained and such policy shall state "This Policy May Not be Changed or Cancelled Without Written Notice to the VA." Said policy must bear an appropriate "loss payable clause" to the United States as its interest may appear. Such evidence of insurance is not waived.
2. The Contractor shall possess all licenses, permits, accreditation and certificates as required by law. The Contractor shall perform the required work in accordance with The Joint Commission (JC), Veterans Health Administration (VHA), and other regulatory standards. JC standards may be obtained from:

The Joint Commission
One Renaissance Blvd
Oakbrook Terrace, IL 60181

- p. Exclusions and Sanction Certification: The Contractor shall provide annual written certification to the COR which certifies that all employees, subcontractors, and employees have been checked to ensure that all agents providing health care services under this contract have been found not to be listed on the List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report. The certification shall be provided within three weeks after award and within three weeks of the CONTRACT's annual anniversary date for each period the CONTRACT remains effective.
- q. If the Contractor should find it necessary to reassign a staff member from working for a facility, the contractor shall make arrangements for there to be a minimum of two week overlap when both the old and new staff member shall be working the facility's account, unless there is a mutual agreement between the Contractor and facility that the overlap is not necessary.
- r. Contractor is responsible for the management of its staff, and the Contractor is responsible for training its staff on VA policy and procedures.
- s. Contractor staff shall sign confidentiality statements as required. Any person, who knowingly or willingly discloses confidential information from the VA, may be subject to fines.

9. Specific Mandatory Tasks and Associated Deliverables:

Contractor shall provide the specific service and deliverables described below by the within the timeframes identified or as agreed to on individual task orders.

Task One: The Contractor shall provide a work plan, briefing, and kick-off meeting for the government, which presents the Contractor's plan for completing the task order. The plan shall illustrate this SOW and describe in further detail the approach to be used for each aspect of the task order as defined in its technical quotation. The Contractor shall schedule a kick-off meeting to be held within ten (10) business days of task order award or as agreed upon between local Contracting Officer and Contractor. At the kick-off meeting, the Contractor shall present the details of its intended approach, work plan and project schedule to include deliverable dates as applicable for review and approval by the VISN/VAMC. Work

will not commence until the VISN/VAMC approves the approach and/or methodology, work plan and schedule. The Contractor shall also complete standard administrative tasks (e.g., background investigation forms, staff roster, mandatory training) as noted in the deliverable descriptions below.

Deliverable 1.1: A project work plan in Microsoft Project or the VA approved project management software Primavera for Task 3 or Word document for Task 2 and briefing in Microsoft PowerPoint within ten (10) business days from date of award.

Deliverable 1.2: Contractor shall submit to the local COR within five (5) business days after award a full and complete list of names, Social Security Numbers, and home addresses of Contractor personnel for the Background Investigation requirement.

Deliverable 1.3: The Contractor shall complete and submit to the local COR a Staff Roster within five (5) business days from date of award.

Deliverable 1.4: All mandatory training shall be completed and documented as appropriate within twenty (20) business days from date of award. If performance on this order crosses the anniversary date for recurring annual training requirements, such training must be completed within twenty (20) business days of the anniversary date. Training completed by individual staff within the same fiscal year under separate orders as otherwise required for this deliverable will be accepted as long as appropriate documentation is submitted. Contractor shall submit electronically to the local COR within twenty-five (25) business days of award – or in the case of staff added after performance begins, twenty-five (25) business days of their on-board date – a complete status of training for all staff.

Task Two - Coding Services: Contractor shall use skills and knowledge of ICD-10-CM, ICD-10-CM/PCS, CPT-4, HCPCS Level II and other generally accepted available resources to review medical record documentation and providers' scope of practice to assign diagnostic and procedural codes at an accuracy rate no less than 95%. The Contractor shall code Outpatient Encounters including Radiology, Lab or other Ancillary Services, Surgical, Inpatient Professional Services; and Inpatient Episodes/Admission Services as specified.

- The contractor shall meet the Delivery Schedule for each deliverable specified below:

Deliverable Objective	Delivery Due
Inpatient Facility Coding	Within 7 calendar days of the date coding is assigned.
Inpatient Professional Encounter/Services Coding	Within 7 calendar days of the date of coding is assigned.
Outpatient Coding	Coding completed within 7 calendar days of the date coding is assigned.
Surgery Coding	Completed immediately after the procedure when possible and no later than one week from the date coding is assigned.

- The Contractor shall abstract identified data items and either enter the data into the local Vista system, encoder program, or write the information on source documents as agreed with the local facility. This information shall include a decision as to whether or not an episode is billable, based on the documentation and VHA billing guidelines, and the type of insurance coverage of

the patient. The reason not billable shall include, at a minimum, treatment for a Service Connected (SC) condition, treatment related to Agent Orange (AO) exposure or Ionizing Radiation (IA), lack of attending documentation in a circumstance that requires it, telephone care, non-billable provider, or other types of care that cannot be billed. Coding an episode of care includes answering any follow-up questions regarding the episode, including questions that may arise during the completion of a claim as well as developing responses to denials for payment or re-coding as necessary.

- Contractor shall provide all labor, materials, transportation and supervision necessary to perform coding and abstracting using either the 1995 or 1997 Evaluation and Management guidelines on encounters and standard industry guidelines, e.g. *Coding Clinics* and *CPT Assistant*, as specified by the VAMC. Contractor shall adhere to all coding guidelines as approved by the Cooperating Parties and accepted VA regulations.
- Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation.
- Utilize PCE/PTF/Surgery or other database, if necessary, to reflect code changes and names(s) of provider(s).
- Review and determine whether documentation is adequate to support billable services.
- If requested by the facility, Contractor may place a local coder on-site if available in accordance with this contract when the coder lives in the area of the VA facility requesting work. No travel costs will be charged in this scenario.
- The contractor shall ensure that individual coders are clearly identified on each and every document they have coded when using paper documents.
- When assigning multiple CPT codes, the Contractor shall verify that they are not components of a larger, more comprehensive procedure that can be described with a single code.
- The Contractor shall identify those encounters, if any, where documentation does not substantiate an appropriate code(s).
- The Contractor shall identify duplicate encounters or encounters created in error because the patient was not seen.
- Contractor shall code based on reading and reviewing the documentation in the medical record including the Computerized Patient Record System (CPRS). The contractor shall complete data entry into the VistA system as part of this contract. Completion of source documents in lieu of VistA entry may be arranged only upon mutual agreement between the facility and the contractor.
- The Contractor shall assign modifiers as appropriate to override Correct Coding Initiative edits.
- For Inpatient Episodes/Admission Services:

- Complete all PTF Transition Types (101, 401, 501, 601, 701/702 and 801) in accordance with VHA Handbooks, 1907.03 HIM Clinical Coding Program Procedures and 1907.04 Patient Treatment File (PTF) Coding Instructions
- Opening and re transmitting PTFs shall follow local facility protocol.
- Contractor shall review documentation to determine why an ancillary or other diagnostic test was ordered and assign an ICD-9/ICD-10 diagnosis code to that test.
- Contractor shall have the ability to perform concurrent inpatient coding for within 48 hours.
- Contractor shall **re-review** any coded data when questioned by VA during the VA pre-bill process or when a denial is received to either make changes or substantiate the coding with appropriate coding rules and references. This service shall be included in the price of the work. Contractor shall use the following procedures and definitions during re-review processes:
 - Include all CPT codes, and a maximum of four ICD-9/ICD-10 or ICD-10 codes as applicable in the denominator for the audit percent. Include Modifiers 24, 25, 50, 51, 52, 53, 57, 58, 59, 78 and 79 in the denominator. Modifier 91 is required for labs. Other modifiers will not be counted for the accuracy rate. Note: Modifier 26 is required for inpatient professional fee billing by third parties, however, it will not be counted here as it is a requirement by the insurance carrier only, not VHA.
 - Count each one of the following as an error:
 1. Codes that were coded and not supported in the documentation, violate a coding rule; and/or
 2. CPT or diagnosis codes that should have been coded and were not; and/or
 3. Inappropriate CPT or ICD 9/10 codes;
 4. Unbundled codes;
 5. Ancillary encounters with only a diagnosis of V72.5 or V72.6;
 6. Inaccurate DRG assignments;
 7. All other data elements incorrectly entered by the contract coder, or not entered when appropriate, e.g. reason not billable, provider, adequacy of documentation.

Note: All re-review work will be forwarded to the Contractor's designated contact person for resolution. The Contractor along with the VA facility shall jointly determine a communication mechanism whereby the Contractor shall access it daily unless otherwise indicated on the task order. VA reserves the right to validate all audit results and/or accuracy statistics submitted. The vendor will perform all re-review work at no additional cost to the VA.

Deliverable 2: Coded Outpatient Encounters including Radiology, Lab or other Ancillary Services, Surgical, Inpatient Professional Services; and Inpatient Episodes/Admission Services encounters, as specified under each individual task order, including required VistA data elements in accordance with VHA Handbooks and protocols as specifically outlined in the task order.

- The contractor shall meet the Delivery Schedule for each deliverable specified below:

Deliverable Object	Delivery Due
Project Plan with description of sample size determination	At the time of proposal submission.
Audit: Inpatient Facility Coding	Complete within the performance period stated on the facility task order.
Audit: Inpatient professional encoder coding including surgery coding	Complete within the performance period stated on the facility task order.
Audit: Outpatient encounter coding	Complete within the performance period stated on the facility task order.
Final Report of audit results	Within 15 business days of audit completion.
Education Plan	Within 7 calendar days of audit completion.

Task Three – External (Monthly) Auditing Services:

- Monthly external Audits of coded data shall be performed on any of the VHA required coding activities (e.g., inpatient, outpatient, ancillary). VHA uses the national coding guidelines, as mandated by HIPAA, provided by the authoritative sources ICD-10-CM/PCS = four organizations that make up the Cooperating Parties for the ICD-10-CM/PCS: the American Hospital Association (AHA), the American Health Information Management Association (AHIMA), CMS, and NCHS (HCPCA = CMS and CPT = AMA).
- These audits shall be performed separate from normal coding activities and shall conform to the individual task order requirements. These audits shall be based on compliance and address accuracy of coded data, health record documentation issues, process improvement and identify educational needs. Audit accuracy expectations are 95% and above and each audit will focus on one of the following: Inpatient facility (DRG) coding, Outpatient facility coding, Inpatient professional services including surgery, and Outpatient services which would include ER, Urgent Care, clinic visits, and ambulatory surgery. Audits shall consist of reviewing the following:
 - the first four listed diagnoses in the outpatient and inpatient setting – both facility and professional services
 - the first four listed procedures/services in the outpatient and inpatient setting – both facility and professional services
- Reports shall be prepared to allow for use by medical center staff in re-reviews, education, or to provide management updates. All reviews shall utilize electronic auditing of the computerized medical record system (CPRS), whenever possible. Claims analysis and Non-VA records must be reviewed hardcopy. The reviews shall be conducted by remote data view. Should the information not be contained in CPRS or VistA, the medical center will overnight the documentation to the vendor.
- Contractor shall provide a detailed project plan for each review to include:
 - Pre-audit prep call which outlines what will be needed by the auditors and/or HIM Chiefs
 - Specific timelines for completing review at each medical center

- Timeframe for the facility reports and the consolidated network report
- Number of reviewers for each medical center

Contractor shall develop a sample size that assures a 95% confidence level of accuracy for each of the auditing tasks indicated on the Task Order, including inpatient hospitalizations, outpatient visits, and non-VA records. At a minimum 10% of charts/encounters is to be reviewed to assure site confidence level.

Contractor shall submit with the technical quotation for each task order a detailed description of how it arrived at the sample size. At a minimum the sample size must include a review of the coding activities as specified on the task order and may include any or all of the following: inpatient hospitalizations, ambulatory surgery, diagnostic tests (endoscopy, bronchoscopy, cardiac catheterization, PTCA, pulmonary function, radiology, laboratory, etc.), primary care, mental health, medicine sub-specialty, surgery, observation, neurology, and non-VA records.

- Contractor shall review each facility's HIMS policy and coding procedures prior to commencement of review.
- Contractor shall develop a collection tool for all reviews and shall submit with its technical quotation a sample of the tool that will be used.
- Contractor shall submit in its technical quotation the methodology for resolving coding questions by reviewers and ensuring inter-reviewer consistency and reliability.
- Contractor shall review findings with the HIMS Chief, Associate COR, management, and other designated medical center personnel to review proposed changes prior to final written report for mutually agreed upon changes within 7 business days following the review(s). The Contractor shall submit the final written report of all findings and recommendations detailing accuracy, financial impact and areas of concern within 15 business days of completion of audit.
- Weaknesses identified during the audit shall be used to provide education/training workshops using a 'train the trainer' format. This can be done either on site or remote. As such the Contractor shall develop a facility specific training plan to present to VISN/VAMC management officials, physicians/clinicians, sub-specialties if needed, and for health information management (coding) staff based on the findings of the review within 7 business days following the review(s).
- The Contractor shall conduct an exit interview/conference and education on all audit findings and recommendations with the Health Information Services Management and coding staff at the VA facility. If any 'errors' are found, the Contractor shall provide supporting documentation on why each is an error. This documentation should be developed with the expectation that the Contractor shall present the findings and the documentation to the VA staff as part of the training and education component of the audit.

Deliverable 3.1: Detailed project work plan in Microsoft Project or the VA approved project management software Primavera and briefing in Microsoft PowerPoint within ten (10) business days from date of award.

Deliverable 3.2: Sample of an External Audit Report format within ten (10) business days from date of award.

Deliverable 3.3: Review of audit findings/results, including a detailed list of the data (PHI) used, with the HIMMS Chief, Associate COR, management, and other designated medical center personnel to review proposed changes within 7 business days following the audit.

Deliverable 3.4: Facility specific training plan within 7 business days following the audit.

Deliverable 3.5: Final written report of all findings and recommendations detailing accuracy (including documentation of all records reviewed), financial impact and areas of concern within 15 business days of completion of audit.

Deliverable 3.6: An exit interview/conference with management officials at the discretion of the VISN/VAMC to be coordinated with the COR for the facility.

Deliverable 3.6: Contractor shall at minimum provide a two hour educational session for coding staff. Vendor is required to develop specific coding education utilizing actual charts and identified coding issues specific to the coder and/or VA facility in accordance with timeline identified in approved training plan.

Task Four – CDIS Services:

The goal of the documentation program whether inpatient or outpatient is to improve documentation so that it is accurate, complete, and reflects the patient's true severity of illness. This in turn demonstrates the quality of care that was provided to the patient, allows for seamless continuity of care between healthcare providers and facilities, reduces unnecessary testing and treatment delays, and facilitates accurate coding which supports optimal workload capture and appropriate allocation funding.

SAIL

Medical Record Review

Workload Capture & Productivity Analysis

VERA Reconciliation

Task Five – Training and Education

Provide Quarterly Training to VA Facility Coders

Up to four hours per quarter

Including one approved CEU through AAPC/AHIMA

10. Reporting Requirements: The Contractor shall provide the local COR with monthly progress reports commensurate with the length of the project unless otherwise indicated on the individual task order. The progress report shall cover all work completed during the preceding reporting period. This report shall also identify project activity, issues and resolutions, escalation process for outstanding issues, and remediation for any issues that cause the project to be delayed (both anticipated and unanticipated). The Contractor and VISN or VAMC shall mutually agree on the report format. **The Contractor shall**

provide a sample of such report with its technical quotation. The Contractor shall also provide Quality Reports for Task 2.

Quarterly, the Contractor shall provide a summary report (Attachment B) to the National HIMS COR. This report covers only work referred to the vendor based on a contractual agreement through the CONTRACT. The Contractor may propose modifications to the reporting requirements to the National COR.

11. Quality Control and Performance Metrics: The HIMS Manager or appointed designee will validate the contractor's work to confirm that contractual coding meets accuracy requirements. The contractor is responsible for its own work as outlined in this Quality Control section. Coding accuracy will be determined by the number of correct codes compared to total number of codes, correct DRG assignment, and correct review and data entry of identified data items. The contractor must maintain a 95% accuracy level. Failure to meet the required level of accuracy may result in termination of the contract and/or task order in addition to the penalties described. The designated points of contact for the facility and the contractor will discuss any questions regarding coding or expected work.

Work is considered completed when it is received back at the VA facility with data entry done via the encoder or the documentation is at the VA facility. When the Contractor cannot meet this deadline, they must inform the VA facility contact person on or before the 10th business day. Work completed after the expected turnaround time set by the facility shall be subject to a **10% reduction** in the negotiated price for the batch sent.

The Contractor shall have in place the following Coding Quality Control/Performance Process whereby the Contractor shall:

Perform on-going quality assessments of not less than 5% of all coded data elements and provide weekly results to the VA facility to ensure that the 95% accuracy rate is met. Data elements include ICD-10-CM/PCS codes, CPT-4 codes, DRGs, and data items abstracted and entered by the contract coder. Contractor shall track results by coder to assure appropriate follow-up. Failure to meet the 95 % accuracy rate will result in a 10% reduction in payments until the 95% accuracy rate is reestablished. Failure to report results within the specified period three times during a calendar year may result in termination of the contract.

If monitoring demonstrates that work has fallen below the quality standard, the contractor shall develop a corrective action plan and include it with the data.

Corrective action plan should include training and education to Coders/VA facility Coders as needed.

12. Schedule for Deliverables: The Contractor shall meet the Delivery Schedule for each deliverable specified on the approved project plan for the Task Order.

13. Changes to the Statement of Work: Any changes to this SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

14. Travel: Travel is not anticipated for this SOW, except for in connection with audit services. When requested, travel and per diem shall be reimbursed in accordance with VA/Federal Travel Regulations. Travel must be pre-approved by the local COR and priced separately in the price schedule. Local commuting expenses, e.g. reimbursement charged for mileage, travel times, meals, parking, etc. and other direct costs (cell phone, etc.) will not be charged to the government.

Off-site coders may be required to attend on-site coding meetings and/or training if required by the facility, or to resolve identified issues.

15. Government Responsibilities:

- a. The government shall provide VA reference material as requested by Contractor
- b. As applicable, the VAMC shall provide space, work tables/desks and chairs, actual records (paper and/or electronic), PCs and limited access to VistA options when Contractor staff is onsite. Equipment and workspace for off-site coders is the responsibility of the contractor.
- c. All applications will be accessed via Citrix, through VPN, for all remote coders. Note that currently Rescue VPN is not compatible with Windows VISTA Operating System. CAG (Citrix Access Gateway) is compatible with multiple operating systems

16. Contractor Experience Requirements:

- a. The Contractor must provide experienced, competent, credentialed personnel to perform coding and/or auditing activities. These are defined as key personnel and are those persons whose credentials were submitted. The Contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without approval of the CO and COR.
- b. Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel replaced. Requests to substitute personnel shall be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO within 30 calendar days prior to making any change in key personnel. The request shall be written and the Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit complete documentation of the qualifications for the proposed substitute and any other information requested by the COR needed to approve or disapprove the proposed substitution. The COR will evaluate such requests. The CO will notify the Contractor of approval or disapproval thereof in writing.
- c. Required Knowledge and Skills of Contract Coders:
 - Contract Coders shall possess the ability to:
 - Read and interpret health record documentation to identify all diagnoses and procedures that affect the current outpatient encounter visit, ancillary, inpatient professional fees and surgical episodes.

- Apply knowledge of current Diagnostic Coding and Reporting Guidelines for outpatient services.
- Apply knowledge of CPT format, guidelines, and notes to locate the correct codes for all services and procedures performed during the encounter/visit and sequence them correctly.
- Apply knowledge of procedural terminology to recognize when an unlisted procedure code must be used in CPT.
- Code in accordance with CCI Bundling Guidelines.
- Use the Healthcare Common Procedural Coding Systems (HCPCS), where appropriate.
- Exclude from coding information such as symptoms or signs characteristic of the diagnoses, findings from diagnostic studies or localized conditions that have no bearing on current management of the patient.

d. Required Contract Coder Education and Experience:

- Contract coders must have a minimum of two years experience in the area that they will be coding.
- Contract coders/validation staff must possess formal training in: anatomy and physiology, medical terminology, pathology and disease processes, pharmacology, health record format and content, reimbursement methodologies and conventions, rules and guidelines for current classification systems (ICD-10-CM, ICD-10-CM/PCS, HCPCS and CPT).
- Coders must be credentialed and have completed an accredited program for coding certification, an accredited health information management or health information technician. For the purpose of this contract, a certified coder is someone with one of the following active credentials. Other credentials shall not be accepted.
 - American Health Information Management Association (AHIMA) credentials as a Registered Health Information Administrator (RHIA), Registered Health Information Technician (RHIT), Certified Coding Specialist (CCS), and Certified Coding Specialist – Physician (CCS-P), or
 - American Academy of Professional Coders (AAPC) as a Certified Professional Coder (CPC) or Certified Professional Coder – Hospital (CPC-H),
- Supervisory Coders must have a minimum of three year experience in coding, including 2 years in VHA .
- Credentialed Coders must have a minimum of two years’ experience in coding.
- Required Credentials to Conduct Audits: Reviewers must have at least three years of training experience as a consultant in reviewing records in large tertiary care hospital, and outpatient health care organizations having all subspecialties and primary care, as well as three years of education and training experience. A resume(s) of the actual reviewer(s) must be included in the proposal, along with two (2) current client references specific to each individual reviewer, as well as proof of credentials. References, as well as proof of credentials, must be included in the proposal.

17. Property Rights, Confidentiality and Non-disclosure: The Contractor agrees that:

- a. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the Contracting Officer at the conclusion of the task order.
- b. The Contracting Officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this Blanket Purchase Agreement. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted in writing to the Contracting Officer for response.
- c. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the Contracting Officer.
- d. Additionally, the Contractor shall sign a National Business Associate Agreement (Attachment 3) with the VA, in accordance with the HIPAA mandate after award.
- e. All individually identifiable health records shall be treated with the strictest confidentiality. Access to records shall be limited to essential personnel only. Records shall be secured when not in use. At the conclusion of the contract all copies of individually identifiable health records shall be destroyed or returned to VA. The contractor shall comply with the Privacy Act, 38 USC 5701, and 38 USC 7332 and HIPAA regulations.

18. Security and Privacy:

18.1 Information and Records

18.1.1 All information and records provided to Contractor by VA, in whatever medium, as well as all information and documents, including drafts, emails, back-up copies, hand-written notes and copies that contain such information and records gathered or created by Contractor (collectively referred to as “VA information”) in the performance of this contract, regardless of storage media, are the exclusive property of VA. Contractor does not retain any property interest in these materials and will not use them for any purpose other than performance of this contract.

18.1.2 Upon completion or termination of the contract, Contractor will either provide all copies of all VA information to VA or certify that it has destroyed all copies of all VA information as required by VA in a method specified by VA, at VA’s option. The Contractor will not retain any copies of VA information. Where immediate return or destruction of the information is not practicable, Contractor will return or destroy the information within 30 days of completion or termination of the contract. All provisions of this contract concerning the security and protection of the VA information that is the subject of this contract will continue to apply to the VA information for as long as the Contractor retains it, regardless of whether the contract has been completed or terminated.

18.1.3 Prior to termination or completion of this contract, Contractor will not destroy VA information received from VA or gathered or created by Contractor in the course of performing this contract without prior written approval by VA.

18.1.4 Contractor will receive, gather, store, backup, maintain, use, disclose and dispose of VA information only in accordance with the terms of this contract and applicable federal and VA information confidentiality and security laws, regulations and policies.

18.1.5 The Contractor shall not make copies of VA information except as necessary to perform this agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

18.1.6 Contractor shall provide access to VA information only to employees, subcontractors, and affiliates only: (1) to the extent necessary to perform the services specified in this Contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of this contract, and (3) only to individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same VA information. These restrictions include the same level of background investigations, where applicable.

18.1.7 Contractor will store, transport or transmit VA information only in an encrypted form, using an encryption application that meets the requirements of FIPS 140-2, and is approved for use by VA.

18.1.8 Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (i) in response to an order of a court of competent jurisdiction, or (ii) with VA's prior written authorization. The contractor will refer all requests for, demands for production of, or inquiries about, VA information to VA for response.

18.1.9 If VA information subject to the contract includes information protected by 38 USC 7332, or 5705, include the following after the last sentence of the paragraph immediately above: Contractor shall not release information protected by either 38 USC 5705 or 7332 in response to a court order, and shall immediately refer such court orders to VA for response.

18.1.10 Prior to any disclosure pursuant to a court order, the Contractor shall promptly notify VA of the court order upon its receipt by the Contractor, provide VA with a copy by fax or email, whichever is faster, and notify by telephone the VA individual designated in advance to receive such notices. If the Contractor cannot notify VA before being compelled to produce the information under court order, the Contractor will notify VA of the disclosure as soon as practical and provide a copy of the court order, including a copy of the court order, a description of the records provided pursuant to the court order, and to whom the Contractor provided the records under the court order. The notice will include the following information to the extent that the Contractor knows it, if it does not show on the face of the court order: the records disclosed pursuant to the order, to whom, where, when, and for what purpose, and any other information that the Contractor reasonably believes is relevant to the disclosure. If VA determines that it is appropriate to seek retrieval of information released pursuant to a court order before Contractor notified VA of the court order, Contractor will assist VA in attempting to retrieve the VA information involved.

18.1.11 The Contractor will inform VA, by the most expeditious method available to Contractor, of any incident of suspected or actual access to, or disclosure, disposition, alteration or destruction of, VA information not authorized under this Contract ("incident") within one hour of learning of the incident. An incident includes the transmission, storage or access of VA information by Contractor or

subcontractor employees in violation of applicable VA confidentiality and security requirements. To the extent known by the Contractor, the Contractor's notice to VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information was placed at risk or compromised), and any other information that the contractor considers relevant.

18.1.12 Contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction. The Contractor, its employees, and its subcontractors and their employees will 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 also will cooperate with VA in any civil litigation to recover VA information, to obtain monetary or other compensation from a third party for damages arising from any incident, or to obtain injunctive relief against any third party arising from, or related to, the incident.

18.1.13 In addition to notifying the COR on this Contract, VA will provide the Contractor with the name, title, telephone number, fax number and email address of the VA official to whom the Contractor will provide all notices required by this Contract. This shall be indicated on the specific task orders.

18.1.14 VA has the right during normal business hours to inspect the Contractor's facility, information technology systems and storage and transmission equipment, and software utilized to perform the contract to ensure that the Contractor is providing for the security of VA data and computer systems in accordance with the terms of this Contract.

18.1.15 Contractor will receive, gather, store, backup, maintain, use, disclose and dispose of VA information only in compliance with all applicable Federal Information Processing Standards (FIPS) and Special Publications (SPs) issued by the National Institute of Standards and Technology (NIST) concerning VA information that is the subject of this contract. If NIST issues or updates an applicable FIPS or SP after execution of this contract, the parties agree to negotiate in good faith to implement the FIPS or SP in this contract.

18.1.16 The Contractor will provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the Owner's data and to prevent unauthorized use or access to it. VA sensitive information must not be transmitted by remote access unless VA-approved protection mechanisms are used. All encryption modules used to protect VA data must be validated by NIST to meet the currently applicable version of Federal Information Processing Standards (FIPS) 140 (See <http://csrc.nist.gov/groups/STM/cmvp/> for a complete list of validated cryptographic modules). Only approved encryption solutions using validated modules may be used when protecting data during transmission. Additional security controls are required to guard VA sensitive information stored on computers used outside VA facilities. All VA data must be stored in an encrypted partition on the hard drive and must be encrypted with FIPS 140 validated software. The application must be capable of key recovery and a copy of the encryption key(s) must be stored in multiple secure locations. Further, the Contractor agrees that the data must not be physically moved or transmitted in any way from the site without first being encrypted and obtaining prior written approval from the VA data owner.

18.1.17 A determination by VA that the Contractor has violated any of the information confidentiality and security provisions of this contract, including a violation of any applicable FIPS or SP, shall be a basis for VA to terminate the contract for cause.

18.1.18 If anyone performing this contract, including employees of subcontractors, accesses VA computer systems or data in the performance of the contract, VA may monitor and record all such access activity. If VA monitoring reveals any information of suspected or potential criminal law violations, VA will refer the matter to the appropriate law enforcement authorities for investigation.

18.1.19 Contractor shall inform its employees and other individuals performing any part of this contract that VA may monitor their actions in accessing or attempting to access VA computer systems and the possible consequences to them for improper access, whether successful or not. The Contractor shall ensure that any subcontractors or others acting on behalf of or for the Contractor in performing any part of this contract inform their employees, associates or others acting on their behalf that VA may monitor their access activities. Execution of this contract and any subcontract or agreement constitutes consent to VA monitoring.

18.1.20 The Contractor will ensure that all individuals who will access VA data or systems in performing the contract are appropriately trained in the applicable VA confidentiality and security requirements. Contractor may do this by requiring and documenting that these individuals have completed the VA training for its employees. Contractor shall contact the Associate COR on the individual Task Order regarding access to the required VA training.

18.1.21 To the extent practicable, Contractor shall mitigate any harmful effect on individuals whose VA information was accessed or disclosed in an incident.

18.1.22 Contractor shall require subcontractors, agents, affiliates or others to whom Contractor provides access to VA information for the performance of this contract to agree to the same VA information confidentiality and security restrictions and conditions that apply to the Contractor before providing access.

18.2 Protection of Individual Privacy

18.2.1 The contractor shall abide by FAR clauses 52.224-1 and 52.224-2. The VA records that are the subject of this contract are contained in VA Privacy Act system of records Health Program Evaluation-VA

18.2.2 The contractor shall abide by FAR clauses 52.239-1 and 48 C.F.R. §§24.101-104 for Privacy or Security Safeguards.

18.2.3 The contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the contractor under this contract or otherwise provided by the government.

18.2.4 To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the contractor shall afford the Government access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

18.2.5 If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party

18.2.6 The contractor shall utilize only employees, subcontractors or agents who are physically located within a jurisdiction subject to the laws of the United States. The contractor will ensure that it does not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction. The contractor will ensure that its employees, subcontractors and agents do not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction.

18.2.7 The Contractor will ensure all individuals who will access VACCHCS systems for coding purposes will maintain access at all times. Contractor may do this by requiring its employees to log into VACCHCS systems every 30 days at a minimum.

18.3 Information System Security

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The Contractor's firewall and web server shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and the VHA Headquarters Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation.

18.4 Security Training

All Contractor employees and subcontractors under this contract or order are required to complete the VA's on-line Security Awareness Training Course and the Privacy Awareness Training Course annually. Contractors must provide signed certifications of completion to the CO during each year of the contract. This requirement is in addition to any other training that may be required of the Contractor and subcontractor(s).

18.5 Contractor Personnel Security

- All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). The level of background security investigation will be in accordance with VA Directive 0710 dated May 02, 2016 and is available at: http://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=1568. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

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

Contractor Responsibilities:

- The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
- After contract award and prior to contract performance, the Contractor shall provide the following information to the COR:
 - (1) List of names of Contractor personnel.
 - (2) Social Security Number of Contractor personnel.
 - (3) Home address of Contractor personnel or the Contractor's address.
- The Contractor shall be responsible for notifying the COR at a minimum, 45 days in advance when contracted Personal Identification Verification (PIV) card is scheduled to expire.
- The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
- Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- Further, the Contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident."

18.6 Electronic and Information Technology Standards

Intranet/Internet

The Contractor shall comply with Department of Veterans Affairs (VA) Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as Internet). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites; including but not limited to full time and part time employees, contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes but is not limited to va.gov and other extensions such as, “.com, .edu, .mil, .net, .org,” and personal Internet service pages managed from individual workstations.

VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as “Internet”). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.

VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Directive 6102

[http://www.va.gov/pubs/directives/Information-Resources-Management-\(IRM\)/6102d.doc](http://www.va.gov/pubs/directives/Information-Resources-Management-(IRM)/6102d.doc)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/6102h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/6102h.doc)

Internet/Intranet Services Handbook 6102 Change 1 – updates VA's cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors.

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/61021h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/61021h.doc)

In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO *PRIOR* to use.

JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

Section 508 Compliance

The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and

data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

Section 508 text is available at:

<http://www.opm.gov/HTML/508-textOfLaw.htm>

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

18.7 Records Management Language for Contracts Required

- The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
 6. The Government Agency owns the rights to all data/records produced as part of this contract.
 7. 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.
 8. 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.].
 9. 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.
 10. 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.

19. Invoicing:

All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.
Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

All invoices submitted shall contain the following information:

Contract Number:

Purchase Order/Task Order Number:

Contractor Name:

Invoicing Period:

Services Provided:

20. Contract/Task Order Termination: VA has the right to terminate (in whole or in part) all resultant IDIQ(s) and/or task order(s) issued against it at any time in accordance with the termination clauses of the contract. The Contractor will be paid only for the services rendered up to the point of receiving the termination notice, and then only to the extent that those services meet the requirements of this SOW.

HIMS Coding Support Attachment A: Work Types

Description of Possible Coding Work Types

a. Surgical Case Coding

Includes entry of coded procedures and diagnoses for all surgery cases. The operating room schedule with any add-on surgeries must be used to monitor surgical case coding and ensure complete data capture. Coders will assign and enter diagnostic codes and procedural codes with associated modifiers reflective of documentation via the encoder into the Surgical Package. Assign and enter associated anesthesia and pathology services related to the Surgery using the encoder into the PCE. Validate that all cases successfully passed from the Surgery Package to the PCE using the PCE Filing Status Report. Generate the PCE Filing Status Report on a recurring basis to ensure all encounters have been transmitted and accepted.

b. Cardiac Cath Coding

Cardiac cath cases will be identified by running the appointment list in VistA. Coding staff are required to: Identify, review, and code all encounters. Review and determine whether documentation is adequate to support services provided. Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation. Correct the PCE, if necessary, to reflect code changes and name(s) of provider(s).

c. Inpatient Facility Coding, Patient Treatment File (PTF)

Inpatient includes all episodes of care for acute care hospitalizations, observation stays, nursing home care, substance abuse, residential rehabilitation treatment program, census, inpatient fee service, contract nursing home, and domiciliary. Coders will need to do the following: Review appropriate electronic health record documentation and utilize encoder and reference materials to assign accurate diagnostic, complications and/or comorbidities, and procedural codes reflective of documentation, including Diagnosis Related Group assignment and Present on Admission (POA) indicators. Verify demographic data, i.e., source of admission, discharge type, treating specialty, treatment for service-connected conditions, etc. Complete the PTF process (code, close, release, transmit and correct errors)

N101 - Admission Transaction – Records demographic data and type of admission, service connection, and eligibility

N501 – Patient Movement – Establishes a patient movement transaction within a single period of hospitalization, when the patient moves from one specialty to another, includes the capture of primary and secondary diagnoses

N701/702 – Disposition Transaction – The disposition transaction is completed upon release from inpatient care, death, or transfer. This includes primary and secondary diagnoses for the entire hospitalization.

N401 – Surgical Transaction – Represents a separate incident of surgery as identified by the date of surgery

N601 – Procedure Transaction – Represents a separate incident of a non-OR procedure as identified by the date of the procedure. Outpatient information utilizing Common Procedural Terminology (CPT) and ICD has been captured since 1996 and is entered through the VistA Patient Care Encounter (PCE), Event Capture (EC) or Appointment Manager (AM) software modules. Facilities capture the date and time of service, identification of the provider, diagnoses and procedures for all outpatient care, including outpatient encounters, ancillary services, minor and major procedures, and diagnostic studies. Information for inpatient professional services is also captured in PCE.

HIMS Coding Support

Attachment A: Work Types

d. Inpatient Professional Fee Coding

Inpatient Professional Fees equate to billable professional fee services performed during the inpatient episode of care and captured using the Patient Care Encounter (PCE) software. Coders will review and determine whether documentation is adequate to support billable services. Utilize encoder and reference materials to assign accurate diagnostic and procedural codes reflective of documentation. Assign codes and enter data for professional services delivered by billable providers, i.e., E&M, radiology, pathology, and anesthesia. Identify and link CPT and ICD codes, identify provider, and date(s) of service.

e. Outpatient Encounters

Outpatient encounters include face to face encounters and other occasions of service that are captured within the PCE. These services are captured through the completion of electronic encounter forms, through review of documentation by qualified coding staff, and through automated data capture within radiology and laboratory VistA packages. Coding staff are required to: review, and code all billable encounters. Review and determine whether documentation is adequate to support billable services. Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation. Correct the PCE, if necessary, to reflect code changes and name(s) of provider(s).

f. ICD-10 CM/PCS Health Care Provider & Coder Education and Training

The contractor shall complete gap analysis assessments of VA NCHCS medical records of multiple specialties to distinguish and trend where clinical documentation improvement opportunities exist to meet the increased specificity to adhere to the coding guidelines of ICD-10 CM/PCS for maximum reimbursement. The results of these assessments will be provided and communicated to VA Central California HCS Senior Leadership, Health Information Management Section (HIMS) Chief, Coding Supervisor, CDI (Clinical Documentation Improvement) Specialists, and ICD-10 Steering Committee with demonstration that deficiencies in documentation will be addressed during the training period with VA staff.

Electronic coding software will be utilized for all encounters, surgical cases, and inpatient visits coded. Currently, VACCHCS uses Quadramed's Encoder Product Suite, which is comprised of Compliance Coding Module (CCM) for outpatient and inpatient professional fee coding, VIP Workplace for inpatient facility coding, and Quantim as a standalone coding reference. CCM and VIP will update the coding changes in VistA PCE, PTF, and the surgery package. It is through CCM that coding workload is generated and assigned out to coders. This is what is referred to as a "code me" report. Software guidelines can be found in the user guide available within each software component. Additional guidelines will be provided by the site HIMS Manager when needed.

Attachment B – National COR Quarterly Report Format

Contractor Name (Vendor name): _____

Contractor Contact Person (name and phone number): _____

Reporting Period: _____

VISN/VAMC Name	Type of Work Audit or Coding	Task Order #	Task Order Amount	Name of Local COR	Cumulative Accuracy Rate	Accuracy Rate during the Reporting Period

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 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:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

Employee Class
Medical Coder GS-8

Monetary Wage-Fringe Benefits
\$21.31 - \$27.71

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

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

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

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

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

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

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

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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

(xix) 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).

(xx) 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.

(xxi) 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)

C.2 52.216-18 ORDERING (OCT 1995)

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

(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.3 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 \$2,000.00, 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 \$1,011,972.00;

(2) Any order for a combination of items in excess of \$1,011,972.00; or

(3) A series of orders from the same ordering office within 180 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 30 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.4 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 March 31, 2023.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.7 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 CA. 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment C Price Schedule.

See attached document: Attachment D Key Personnel Evaluation Item 1.

See attached document: WD 15-5609 Rev.-5 12-26-17.

SECTION E - SOLICITATION PROVISIONS

E.1 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/>

<http://farsite.hill.af.mil/vmfara.htm>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	OCT 2015
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	NOV 2017
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS 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.3 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in

its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer,

the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to far 52.212-1 Instructions to Offerors—Commercial Items

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:

1. Paragraph (b), Submission of Offers. Faxed quotes are not authorized for this solicitation.

See below for submission instructions.

SUBMISSION INSTRUCTIONS

A. General Instructions

(1) Electronic Submissions: Prospective contractors shall email their quotes to parvinder.brar@va.gov and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007: Word, Excel, PowerPoint, or Access. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Multiple electronic mails are allowable. Quotes submitted solely via facsimile or mail is not permitted and will not be accepted as valid quotes.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Prospective contractors must be registered in the System for Award Management (SAM) and have a DUNS (Duns & Bradstreet) number. In addition, as this requirement is 100% total set-aside for Service Disabled Veteran Owned Small Business (SDVOSB), the SDVOSB must be verified and current in <https://www.vip.vetbiz.gov/>

B. Selection Process

The VA anticipates the award of a single award indefinite delivery indefinite quantity contract.

The Government intends to establish a contract without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quote in their initial submissions. However, the Government reserves the right to discuss submissions with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct exchanges. A Contractor may be eliminated from consideration for award without further exchanges if its technical and/or pricing quote/information is not among those Contractors considered most advantageous to the Government. **In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of technical capability, accuracy of work, timeliness of performance, performance risk and past performance, while also providing a competitive price.**

1. Pricing Factor and Administrative issues shall contain the following:

a. Standard Form (SF) 1449 shall be submitted fully completed. The contractor shall acknowledge all amendments to the solicitation that may be issued.

b. Price Lists at Section B and Price Schedule (attachment C under Section D) shall be submitted fully completed and error free. It shall contain prices for the established Contract Line Item Numbers (CLINs) set forth in that section to include prices for the Period of Performance (and Ordering Periods). In accordance with FAR 52.212-2(b) with its addendum, the Government will evaluate quotes for award purposes by adding the total price for the basic requirement.

c. See Addendum to FAR 52.212-2, Evaluation of Commercial Items for the information (other than price) to be submitted with price quotation for evaluation.

f. FAR 52.212-3 Offerors Representations and Certifications (Reps & Certs), FAR 52.209-5 Certification Regarding Responsibility Matters, and FAR 52.209-7 Information Regarding Responsibility Matters.

(End of Addendum to 52.212-1)

E.4 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:

SEE ADDENDUM

Technical and past performance, when combined, are SEE ADDENDUM.

(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)

Addendum to FAR 52.212-2 Evaluation of Commercial Items (Jan 1999)

Paragraph (a) is deleted in its entirety and replaced with the following:

- a. The Government will award a contract resulting from this solicitation to the responsible contractor whose quote, conforming to the solicitation, is the best value to the Government. If a prospective contractor takes an exception to any of the terms and conditions of the solicitation, its quote may be excluded from consideration for award.
- b. In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation (between the quotes received to determine which vendor provides the best value to the government in terms of technical capability, accuracy of work, timeliness of performance, performance risk and past performance, while also providing a competitive price. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum but is not required to do so. The prospective contractor may exceed the requirements but, the Government is not requesting or accepting alternate quotes or proposal(s).

c. The required supporting information below must be submitted with your quotation to be considered:

Item 1	Key Personnel
Item 2	Accuracy of Coding
Item 3	Average turn-around time for coding inpatient and outpatient
Item 4	Past Performance
Item 5	Price

ITEM 1 – Key Personnel

The Prospective Contractor will complete the information on attachment D (excel spreadsheet) identifying the key personnel (name of coders), number of years' of experience with the Department of Veterans Affairs, number of years' experience outside of the Department of Veterans Affairs and education/credentials completed.

ITEM 2 – Accuracy of Coding

The Statement of Work requires ICD-10-CM and CPT/HCPSCS codes are at a 95% accuracy rate. The Prospective Contractor shall provide (for evaluation) a summary or description on how they will ensure the 95% accuracy rate will be met and maintained. In addition, the summary or description shall include what corrective action steps will be taken if accuracy falls below the required 95%.

ITEM 3 – Average turn-around time for coding inpatient and outpatient

For the coding of inpatient and outpatient encounters, the Statement of Work requires a 7-calendar day turn-around time (TAT) from the date assigned to coding to date last coded as required under VHA Coding Guidelines. The Prospective Contractor shall provide (for evaluation) a summary or description on how they will ensure the 7-calendar day turn-around time (TAT) will be met and maintained. In addition, the summary or description shall include what corrective action steps will be taken if the turn-around time falls below the required 7-calendar day turn-around time.

ITEM 4 – Past Performance

The past performance evaluation assesses the level of expectation the Government has in a prospective contractor's ability to meet the requirements of the solicitation, based on a demonstrated record of performance.

In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the contractor may not be evaluated favorably or unfavorably on past performance. Therefore, the contractor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

In conducting the past performance evaluation, the Government reserves the right to use both the information provided by the prospective contractor, and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and commercial sources.

Contractor shall provide a **maximum of five recent** (within the past five years) and relevant references regarding the company's past performance. Relevant means similar in scope, magnitude of effort and complexity to the subject requirement. **The past performance information shall include**

contract/purchase order number, dates of performance, contract value, description of work, and point of contact information, at a minimum.

If a small business contractor receives an “Unacceptable” rating for past performance, the Contracting Officer must seek a Certificate of Competency from Small Business Administration (FAR 19.601) before making an award to that contractor.

ITEM 5 – Price

The prospective contractor’s price quotation will be evaluated for award purposes by adding the total price for all ordering periods.

In addition, the following language is added to paragraph (b), “The Government may be required to extend services per FAR 52.217-8 Option to Extend Services. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option to extend services can be exercised at any time, and in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect (current Ordering Period) under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced Ordering Periods has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. The evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

The contractor shall ensure they complete all price lists (Section B) and price schedule (Section D, attachment C) included in this solicitation.

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) 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:

Mark J. Mikus

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)

810 Vermont Avenue, NW
Washington DC 20420

Mailing Address:

Department of Veterans Affairs

Acquisition Operations Services (049A3)

810 Vermont Ave, NW

Washington DC 20420

(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)