

## DISCLAIMER

This Sources Sought is issued solely for information and planning purposes only and does not constitute a solicitation. All information received in response to this Sources Sought that is marked as proprietary will be handled accordingly. Responses to this notice are not offers and cannot be accepted by the Government to form a binding contract. Responders are solely responsible for all expenses associated with responding to this Sources Sought.

## SOURCES SOUGHT NOTICE

### **VA Pacific Health Care System Health Care for Homeless Veterans HCHV EMERGENCY CONTRACT HOUSING Performance Work Statement**

Description of Services: Emergency Temporary Housing to include Case Management Services on a per diem basis in accordance with Performance Work Statement

Estimated QTY: 5 Veterans per night

Location: Honolulu County

Estimated Period of Performance: October 1, 2018 – September 30, 2023

NAICS Code: 624221

Response Date: March 26, 2018

Contracting Office Address:

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

Only firms interested and capable should send their information and capability statement and any questions by email to Brian Trahan at [brian.trahan@va.gov](mailto:brian.trahan@va.gov) no later than 4:30pm Pacific Standard Time, March 26, 2018. Information should include all the following:

Name of Company  
Company Website  
Address of Company  
Facility size (in square feet)  
Facility Address  
Number of Beds Available

Capability Statement and copy of business license and insurance

Previous contracts

Licenses

POC Name

Phone

Email Address

References

DUNS number

VIP (if applicable)

Small Business Size

NAICS code

Socioeconomic Status

**VA Pacific Health Care System  
Health Care for Homeless Veterans  
HCHV EMERGENCY CONTRACT HOUSING  
Performance Work Statement**

**1. GENERAL**

**1.1. Services Required:** The Department of Veteran Affairs Pacific Health Care System (VAPHCS) through the Health Care for Homeless Veterans (HCHV) Emergency Contract Housing program provides outreach, case management and housing services to eligible homeless veterans at various location in the Pacific Region. It is the purpose of this program to provide eligible veteran a safe residential setting for a temporary period while addressing the veteran's immediate needs through the provision of case management and accessing VA and available Community resources. The goal for these veterans is to obtain permanent housing and end their homelessness.

To provide the temporary housing the VA- HCHV program contracts with agencies and/or organizations (Contractors) to stabilize the veterans' medical, mental health, substance abuse and other psychosocial problems so the veteran is able to transition into other appropriate transitional or permanent housing. Since these veterans may have co-morbid conditions which may include serious mental illnesses, substance abuse disorders, and other serious medical conditions the Contractor is required to possess an understanding of these challenges and general skills to support the veterans. The provision of formal Mental Health treatment is not required. The housing to be provided is to be appropriate for individuals who choose abstinence and who want to live in a sober group setting.

**1.2. Authority:** The Department of Veterans Affairs established Health Care for Homeless Veterans (HCHV), in accordance with 38 USC 1720A and Public Law 101-237. The Department of Veterans Affairs is implementing programs to end homelessness for veterans and this program's purpose is consistent with that effort through the provision of immediate short term housing for homeless veterans.

**1.3. Definitions:**

1.3.1. **McKinney-Vento Act Definition of Homelessness:** It is the responsibility of the VA HCHV program to determine homeless status of program applicants. The HCHV Program follows the definition of "homeless" as authorized in 38 U.S.C. 2002(1) and The McKinney-Vento Homeless Assistance Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

*NOTE: See <http://www.hudhre.info/hearth/>*

1.3.2. **Veteran:** A Veteran is, for the purpose of HCHV Emergency Contract Housing, a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and is eligible for VA health care as determined by the local VA medical center. To be eligibility for Emergency Contract Housing requires that the veteran not be convicted of a Sexual Offense or Arson.

1.3.3. **Contracting Officer (CO):** The CO is a VA employee who is assigned responsibility for the VA contract. The CO role is to ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO is the only person

authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration as only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Network Contracting Office (NCO) 21 Contracting Officers  
Organization or Agency: Department of Veterans Affairs, VISN 21 Contracting

- 1.3.4. Contracting Officer's Technical Representative (COTR/COR): The COTR is responsible for technical administration of the contract as outlined in the COTR Delegation of Authority issued by the CO. The COTR shall assure proper Government surveillance of the contractor's performance and keep the CO informed of such. The COTR shall keep a quality assurance file. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.
- 1.3.5. VA Contracted Housing Representative: The Representative is the HCHV staff assigned responsibility for program eligibility determination and admission authorization for homeless veterans entry into the contracted program. The representative is the primary contact for the program regarding the veterans served and provides general oversight and program assistance as needed.
- 1.3.6. Quality Assurance Surveillance Plan (QASP): The QASP is part of the contract and identifies the specific performance indicators and standards to be achieved by the contractor as outlined in the Performance Work Statement (PWS). The QASP review will be completed periodically by the COTR and contractor's performance reported to the CO.
- 1.3.7. Key Personnel: Employees of the contractor that are considered to be essential to the work being performed under this contract.

**2. CONTRACTOR RESPONSIBILITIES**: The U.S. Department of Veterans Affairs (VA) is seeking a Contractor for the provision of emergency residential placement and case management services through the Health Care for Homeless Veterans (HCHV) program. This contract is designed to serve homeless Veterans in need of immediate placement in a safe environment with onsite support service.

### **2.1 Population to be Served**

- 2.1.1 VA Eligible, Locally Registered, and Approved to entry program services: Individuals who served in the US Military must be determined eligible for VA benefits and services and registered at the local VA serving the local catchment area. All eligible veterans must be approved by the VA Representative per the identified process prior to program admittance. Veterans must also be independent in their Activities of Daily Living (ADLs) and Independent Daily Living skills (IDLs). Veterans who have been convicted of a Sexual or Arson offense will not be approved for program entry. In addition veterans will not be served if at the discretion of the VA representative in collaboration with the contractor it is determined that a veteran's current and past behavior may have a negative impact on the program and other residents.

- 2.1.2 Number of Eligible Veterans to be Served Daily under this Contract: 5 Veterans per day for 365 (366 Leap year) days.
- 2.1.3 Location of Services: **Island of Oahu in or near the downtown area with a preferred location in the Chinatown area.** The site must be accessible by local public or contractor provided transportation to the local VA facility and community resources and services. Performance will occur at the Contractor's VA approved location.
- 2.1.4 Gender to be Served: Males
- 2.1.5 Homeless or at Risk: To be eligible for Emergency Housing services under this contract the veteran must be homeless or at imminent risk of becoming homeless. A required VA prescreening assessment submitted by the contractor, reviewed and approved by the VA representative will serve as verification of homelessness or at risk.
- 2.1.6 Primary target populations: Homeless veterans who are *chronically homeless, have mental health support needs, have substance abuse disorders and/or veterans who need short term medical recovery.*
- 2.1.7 Length of Stay: The duration of a Veteran's stay are targeted to be no longer than 90 days unless specifically authorized by the VA Emergency Housing Representative for an extension (See 2.3.3.11 regarding extensions criteria)
- 2.1.8 Hours of Service to be Provided: 24 hours/7 days/ 365-366 days per year including State, Territory and Federal Holidays.
- 2.1.9 Service Outcome: The service outcome of emergency contracted housing services is to stabilize the homeless veteran, secure appropriate resources and supports to improve their lives and where possible, secure transitional or permanent housing for their future. Permanent housing is the primary desired residential outcome for all veterans participating in this program.

## **2.2 Facility**

- 2.2.1 Type of Housing to be provided: It is preferred that the housing unit be a single family detached house within the community although other housing types will be considered such as apartments or units within a facility. Environment should provide for adequate bedroom, dining, and a common area equipped with adequate seating and entertainment options. An outside common seated area for residents is desired but not required.
- 2.2.2 Accessibility: Housing shall be accessible from the street and where possible wheelchair accessible or ramped for home access. If possible doorways shall be of sufficient width to accommodate wheelchairs or at minimum walkers.
- 2.2.3 Bedroom and bathroom space be appropriate and shall be of sufficient size as determined by VHA. Single bedrooms of adequate size shall accommodate no more than 2 beneficiaries, unless specifically authorized by VHA.

- 2.2.4 New Contracts – If a new contract the Contractor shall secure an appropriate site for the performance of the contract, promptly comply with VA site and other inspection requirements and be operational to accept veteran residents within 90 days from the date of the contract.
- 2.2.5 Contractors must have site control of the residential care facility through ownership or valid lease.
- 2.2.6 The Contractor’s identified site of service approved by VA will be the location for services to be provided to veterans under this contract. Any additional sites will require a VA pre-inspection and authorization.
- 2.2.7 It is the responsibility of the Contractor to properly develop and/or maintain its facilities and the VA shall have no responsibility for paying or reimbursing the Contractor for such expenses.
- 2.2.8 The contract facility must have a current occupancy permit issued by the local and State governments in the jurisdiction where the facility is located, or a statement from the appropriate city or state office, stating there is not a need for an occupancy Permit.
- 2.2.9 Be in compliance with existing standards of State safety codes and local, and/or State Health and sanitation codes.
- 2.2.10 Where applicable, be licensed under State or local authority.
- 2.2.11 Where applicable, be accredited by the State.
- 2.2.12 Be equipped with operational air conditioning /heating systems if required for habitation.
- 2.2.13 Be kept clean free of insects including bedbugs and rodents, free of dirt, grime, mold, or other hazardous substances and damaged noticeably detract from the overall appearance.
- 2.2.14 Showers and toilets will be maintained clean and sanitary.
- 2.2.15 Be equipped with first aid equipment and an evacuation plan in case of emergency.
- 2.2.16 Have windows and doors that can be opened and closed in accordance with manufacturer standards.

**2.3 Environment Supports:** In the housing environment the following must be provided:

- 2.3.1 Each resident shall be provided with a single bed and frame and bed linens, including blankets as needed. It is suggested that mattress covers which enclose the mattress and box springs be provided to reduce the infestation of bed bugs.
- 2.3.2 Hygiene products to include towels, wash cloths, soap, deodorant, toothpaste, and toothbrushes, as needed.

2.3.3 Bathrooms (toilets, basins and showers and bathroom hygiene supplies) will be located within a reasonable distance on the same floor of the living space.

2.3.4 A space for personal belongings off the floor such as closets, dressers or wardrobes for clothing and effects shall be provided.

2.3.5 A place for the resident to secure (lock) valuable personal items and medications which cannot be removed by other quest.

2.3.6 Privacy shall be provided to the resident.

2.3.7 Rooms shall be accessible to the Veteran 7 days a week and 24 hours per day. Veterans will have access to their assigned bed during this time except, where necessary, a specific defined period of no more than two hours daily for staff to clean the room or bed area.

2.3.8 Veteran sleeping environment shall be maintain in a preventative manner to assure that it is in good repair, clean, free of noise during normal night time sleep hours, and free of insects and/or rodents. Program will have in place and be able to follow in a timely manner a written plan to rid the environment of insects and/or rodents if an infestation is identified.

**2.4 Meals:** The contractor shall provide nutritious meals. Food shall be prepared, served and stored under sanitary conditions. The following shall be provided:

2.4.1 Unless deemed inappropriate for the facility by VA the facility shall provide storage space in an onsite refrigerator for Veterans to store personal food if refrigeration is required.

2.4.2 The facility shall establish and maintain sanitary procedures for washing dishes, cleaning equipment and work areas, and disposing of waste.

2.4.3 At least three (3) nutritious meals or their equivalent shall be served daily at regular times. These meals will follow a weekly posted menu and substitutions of menu items will be at a minimum. **(Contractor Performance Standard #1)**

**2.5 Laundry:** Laundry facilities shall be available on site for residents to do their laundry.

**2.6 Transportation:** The contractor shall assist the Veteran to their scheduled meetings and appointments through the provision of transportation or secure public transportation for the program veterans through the provision of bus passes or taxi vouchers. If reliable public transportation is not available within a reasonable distance (1/4 mile) the agency shall also establish a schedule to transport residents to local community services such as food markets, retail or dining services in addition to medical appointments. In the event the veteran has ambulation difficulties and unable to access public transportation then the contractor shall assist veteran to appointments and community access. **(Contractor Performance Standard #2)**

**2.7 Program Service**

2.7.1 **Outreach:** The contractor shall accept referrals of homeless veterans directly from the VA Emergency Housing Representative and also must engage in community outreach to

identify homeless veterans who may be eligible and in need of contracted emergency housing services. If the Contractor identifies through their outreach a veteran who may qualify for the contracted bed the contractor will utilize and follow the VA referral process for VA's Representative's acceptance of the veteran into the program. This process identifies specific non acceptance issues and/or behaviors which may place the veteran or others at risk. In all situations the VA representative or their assigned has the sole determination if a veteran is accepted into a contracted bed at the site. It is expected that the Contractor actively engage in outreach so the occupancy of contracted beds be maintained at a minimum rate of 80% or above during the course of any given quarter (**Contractor Performance Standard #3**). Occupancy will be reviewed quarterly as part of ongoing Quality Assurance Surveillance Plan (QASP) efforts. If this rate is not consistently achieved a corrective action plan will be developed.

- 2.7.2 **Entry Assessment and Admission:** Entry into services can be either through the direct referral from the Emergency Housing Representative or through the outreach efforts of the contractor. If the contractor identifies a homeless individual as potentially qualified to receive services the Contractor shall obtain from the veteran a VA Release of Information (ROI) and request the veteran's VA eligibility with the VA Representative or their assigned to assure the veteran is registered for VA benefits and services (**Contractor Performance Standard #4**). The VA Representative is responsible for determining eligibility of Veterans prior to admission to contractor's bed. A list of VA staff authorized to approve admissions under the contract shall be provided to the contractor. Acceptance of billing is conditional upon the eligibility and admission approval of the VA representative. In addition the contractor shall verify the homelessness status of the veteran through the submission of a completed VA Homeless Prescreen Questionnaire, Participation Agreement, and VA Rights submitted by fax to the VA representative within 1 business days of program entry for final approval of entry. If the veteran is denied eligibility/admission to the program the Veteran must be explained in writing with copies maintain in a file by the contractor. If the contractor's referral is accepted into the program the VA Representative shall fax a completed VA Eligibility and Enrollment into Emergency Housing Services to the contractor acknowledging the veterans acceptance. The contractor shall maintain these documents in a secure file (**Contractor Performance Standard #5**). The contractor may also utilize admission and other forms specific to their agency requirements.

**Training on the process and all referenced VA forms will be provided to the Contractor by the VA Emergency Housing Representative.**

- 2.7.3 **Case Management:** The contractor shall assign a case manager as the primary contact for the Veteran and this role shall not conflict with other duties such as also being the primary residence rules and compliance staff person. This case manager will, in conjunction with the program participant based on their **Inventory of Needs** develop a **Housing Support Plan (HSP)** which outlines the general services and supports needed and prioritized. This document will also identify the veteran's **Financial Plan** and their **Discharge Plan** upon leaving the program. This plan will be created, implemented and submitted to VA within 7 days of admission (**Contractor Performance Standard #6**). The HSP should identify the shared responsibility of the case manager and the veteran in achieving the goals identified. The level of achieving the identified goals depend greatly on the veteran's desires, wishes, priorities and their motivation. This case manager shall have sufficient time to meet with

veterans and will meet with the veteran a minimum of 3 or more time per month to review progress. (**Contractor Performance Standard #7**).

*Case management provided should include but not be limited to the following:*

- 2.7.3.1 **Housing Assistance:** Provide referral assistance as needed supporting the Veteran's access to affordable, supported, senior, or other housing options using the Veteran's, program's, community or VA resources. Emphasis is on securing permanent housing.
- 2.7.3.2 **Financial Assistance:** Provide referral assistance as needed supporting the Veteran's accessing eligible financial and supportive programs i.e. SS, SSDI, General Assistance, Food Stamps, VA service connected benefits, etc. and assist if possible application preparation and/or transportation to benefit site (**Contractor Performance Standard #8**). Eligible veterans should be encouraged to seek employment services by having them contact VA or Community resources (**Contractor Performance Standard #9**). As part of the Housing Support Plan the case manager shall develop with the veteran a Financial Plan which reflects employment and non-employment resources and income (**Contractor Performance Standard #10**).
- 2.7.3.3 **Recovery Assistance:** Provide referral, support and encouragement for the Veteran's attendance at PTSD and substance programs either at VA or at other programs.
- 2.7.3.4 **Medical and Mental Health Assistance:** Support the Veteran's attendance at medical and mental health programs at VA and scheduling or providing transportation as needed. Medication management is not required by the contractor unless it is policy for the facility. The veteran may manage their physician non-narcotic prescribed and over the counter medication but they must be properly stored and secured. If not in conflict with a general facilities ban on the use of all narcotics including those prescribed by their physician, the facility must have a specific policy for physician prescribed narcotics to assure that their use is in compliance with physician orders.
- 2.7.3.5 **Relationship Assistance:** Where appropriate support the Veteran to connect with peers and their family.
- 2.7.3.6 **Onsite and Community Support Services:** The contractor will provide or when possible refer the veteran to any appropriate community service provider for the provision of individual or group services. This support may be in the areas of financial planning, life skills, social skills training, Alcoholics Anonymous, Narcotics Anonymous, mental health services, vocational counseling and permanent housing search groups or other supports deemed appropriate as determined by the veteran. Veterans shall participate in 2 or more group activities per month (**Contractor Performance Standard #11**)
- 2.7.3.7 **VA Coordination and Veteran's status:** Communicate with the VA representative through regular scheduled contacts which address the Veteran's progress of the Housing Support Plan or on issues that may arise. The Program will submit a monthly summary of the case management activities and veteran's progress toward the goals outlined in the HSP (**Contractor Performance Standard #12**).

2.7.3.8 **Discharge Planning:** Develop with the veteran a Discharge Plan to identify the type of housing the veteran will transition to at the time of their discharge. This Discharge Plan shall be prepared no later than 7 days after admission. **(Contractor Performance Standard #13)** The program will inform the VA representative within 24 business hours of the veteran's discharge whether planned or unplanned. Whether planned or unplanned, the contractor shall also submit a VA designed Exit Summary for Contracted Housing to the VA representative within 48 business hours of discharge. **(Contractor Performance Standard #14).**

Discharges will be characterized as follows:

Positive Discharge: the Veteran has been successfully placed in transitional or permanent housing, or reunited with family. Program will work to ensure that 50% of veteran discharges are positive and reflect that the veterans moved to a more stable housing arrangement. **(Contractor Performance Standard # 15)**

Administrative Discharge: the Veteran has been transferred to an alternate level of care with concurrence from the VA Representative for medical, mental health, or substance abuse treatment to better meet the Veteran's clinical needs.

Negative Discharge: a.) the Veteran is absent from the program site and his whereabouts are unknown and or unwilling to return; b.) the Veteran has had an episode of violence or has threatened violence against staff or other residents and must be discharged to maintain the safety of the facility; c.) the Veteran has had more than one episode of drug use at the facility, d.) the Veteran's length of stay has exceeded 90 days from the date of admission and the VA Representative has not approved continuation.

2.7.3.9 **Customer Satisfaction:** Veterans served in Emergency Housing shall complete a VA Customer Satisfaction Questionnaire (uSPEQ) regarding the services received at the site. The questionnaires will be provided by VA and distributed by the program case manager to veterans who have resided at the program for 14 days or longer. The veteran's response is to remain confidential and veterans are to be strongly encouraged to completed the questionnaire and mail in the attached stamped envelope to the VA Contract Housing Coordinator. The veteran may complete this questionnaire only once per year. At minimum programs should demonstrate a 25% rate of return of completed and returned questionnaires of eligible program participants. The cumulative results shared with the contractor at the end of end quarter. **(Contractor Performance Standard #16 )**

2.7.3.10 **Incident Reporting:** The Program shall notify the authorizing VA representative within 12 business hours of any critical incident involving the **death, suicide/suicide attempt, fire (veteran involved) or sexual or physical assault** of a Veteran residing in the residential program. The contractor shall provide the VA representative with a copy of the incident report within 24 business hours.**(Contractor Performance Standard # 17)**

For all other incidents program shall submit to VA staff an incident report within 48 business hours. **(Contractor Performance Standard # 18 )** These include falls, abuse

or neglect, hospitalization, infection control (Bed Bugs, TB, etc.) active substance abuse and possession of weapons

2.3.3.11 **Length of Stay:** Case managers are to assist veterans to demonstrate progress toward their goals outlined in the Housing Support Plan. Veteran's stay are reviewed Emergency Housing Representative and the case manager for progress after 14 days and continued stays are limited to a 90 days unless specifically authorized by the VA Emergency Housing Representative for an extension. Any extension of this time may not occur without written prior approval from the VA Emergency Housing representative. The VA Representative will not approve per diem for lengths of stay exceeding 90 days from the date of admission unless:

- I. The veteran has demonstrated reasonable progress and there are circumstances that are barriers to the Veteran's placement in housing; and/or
- ii. There is documented evidence that the contractor has exhausted every effort to place the Veteran in housing sooner; and
- iii. The VA Representative has been appropriately advised of these efforts well in advance of the 90 day limit; and
- iv. The VA representative concurs that the Veteran will continue to derive benefits from a continued stay at the contracted site.

### **3 Contractor Staff Requirements**

**3.1 License:** The Contractor shall assign to this contract, personnel that by education and training and, when required, certification or licensure, are qualified to provide the Services required by this Performance Work Statement (PWS).

**3.2 Ratios:** The contractor needs to provide a sufficient number of staff to carry the policies, responsibilities and services of the program. This should include:

- 3.2.1 That each Veteran has an assigned case manager responsible for coordinating services specified in the contract. The ideal case manager to Veteran ratio is 1:20 or fewer cases per case manager; however consideration will be given by the VA to the staffing characteristics of each facility.

### **3.3 On-site Staffing**

- 3.3.1 A qualified designated staff person will be on duty at the approved site 24hrs. a day 7 days per week. (**Contractor Performance Standard #19**). The role and authority of this person must be identified and consistent with the site specific policies and procedures to address emergencies as they arise.
- 3.3.2 There must be at least one administrative staff member identified and able to be contacted within one hour of any emergency or situation occurring with the authority to make decisions regarding the facility and residents. The name and contact number of this administrative staff person and a sequence of other administrative contacts must be posted on site and available to the on-site staff and residents.
- 3.3.3 Contractor shall provide prior to initiating services an initial Emergency Plans with periodic updates if the plan changes which identifies what actions will be taken if an emergency/crisis occurs which impacts the on-site staffing and case management expectation. This plan must also address what actions will be taken in the event on-site staff are unavailable. This requires an attached Memorandum of Agreement with an identify agency to provide emergency on-site

coverage. The plan must also include a statement that if no on-site coverage can be identified where the veterans in the residents will be safely housed off – site during this time.

- 3.3.4 That a sufficient number of trained staff are present to ensure that the veterans are provided a safe, secure, confidential and structured environment that address their needs.
- 3.3.5 That when a VA inspection team evaluates the Contracted Facility the team is consistently assured that staff is capable of providing the services required under the terms of the contract.

**3.3 Training:** The Contractor shall assign to this contract personnel who:

- 3.3.1 Possess current certification in Basic Life Safety (BLS for Healthcare Providers including CPR and AED).
- 3.3.2 Have received training on alcohol and substance use and familiarity with current treatment programs.
- 3.3.3 Have received training related to Military Sexual Trauma and PTSD, the characteristics of the disorders and triggers, and awareness of treatment approaches.
- 3.3.4 Have received training related to general mental health disorders, their characteristics, use of medications, and awareness of treatment approaches.
- 3.3.5 Have received training in maintaining client privacy and confidentiality in all verbal and written communications and interactions.
- 3.3.6 Adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPPA) of 1996. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS) regarding the use and disclosure of protected health information. Privacy training shall be completed annually.
- 3.3.7 Employees involved in patient care shall complete the VA Privacy and Security Training in TMS at <https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>

**3.4 Infection Control**

- 3.4.1 Tuberculosis Testing - All contractor personnel shall provide documentation of a Purified Protein Derivative (PPD) test performed within the past year. In case of a past positive PPD test, a negative chest radiographic report to rule out active tuberculosis shall be provided. The PPD test shall be repeated annually.
- 3.4.2 OSHA Regulation Concerning Occupational Exposure to Blood borne Pathogens - The contractor shall provide training or a self-study training module to its personnel; provide Hepatitis B vaccination series at no cost to its personnel who elect to receive it; maintain and distribute an exposure determination and control plan to its personnel; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident. Contractor shall provide documentation that the employee(s) have received the Hepatitis B vaccination series or that the employee(s) declined to receive the series.  
If the employees of the contracting agency suffer a communicable disease, the

Contractor shall provide follow up documentation of employee's clearance to return to the workplace prior to their return.

**3.5 Conduct:** Under this contract the following acts are not permissible by staff or veteran resident when while on facility premises and should be outlined in at employee policy handbook and resident handbook:

- 3.5.1 Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctors' prescriptions which do not impair ability to perform contract) while in residence, on duty or reporting for duty.
- 3.5.2 Gambling in any form.
- 3.5.3 Carrying of pistols, firearms or concealed weapons.
- 3.5.4 Smoking and other uses of tobacco only in designated site approve areas.
- 3.5.5 Resorting to physical violence to settle a dispute with a fellow resident, employee, customer(s) or the general public.
- 3.5.6 Aggressive actions such as spitting, threatening or any other unsanitary, offensive or insensitive practices or behavior display for the purpose of threatening.
- 3.5.7 Use of loud, indecent or profane language and/or making threatening or obscene gestures toward other residents, staff or other employees.
- 3.5.8 Engaging a customer in a verbal confrontation in an attempt to settle a disagreement.
- 3.5.9 Soliciting or accepting tips from customer, companions or others at any time.
- 3.5.10 Use the residence as a place to entertain non-staff or non-resident visitors whose purpose is at the site is not approved by the contractor.

**3.6 Background Screening:**

- 3.6.1 Staff of the contractor providing services to Veterans under this contract must have an appropriate background security check and determined acceptable by the Contractor before their contact with a veteran resident. The Contractor shall ensure all appropriate security documentation is submitted through the local law enforcement agency and that security and/or background documentation is available for review in the personnel file.
- 3.6.2 The records of contractor personnel shall be subject to review by the VA Chief of Staff or his/her designated COR and HCHV Coordinator.

**3.7 Key Personnel**

- 3.7.1 The Contractor must identify each person functioning as "Key Personnel" under this contract, and provide to the VA a description of the services to be provided by such person together with a resume summarizing that person's relevant skills and experience. This

description should include role and responsibility and identification of their chain of command. Temporary substitutions, temporary as defined as short term, of key personnel shall be permitted in accordance with Contractor's contingency plan. The Contractor's contingency plan to be utilized if personnel leave Contractor's employment or are unable to continue performance in accordance with the terms and conditions of the resulting contract.

- 3.7.2 The Contractor shall present to VA a "chain of command" for decision making and communication. This proceed shall identify the process of sharing any concerns or issues that might arise from either veterans being served or by the VA Representative. A formal process to resolve concerns or issues should be noted. Outcomes of issues arising with veterans under this process will be shared with the VA Representative.

### **3.8 Professional Boundaries and Respect**

- 3.8.1 Contractor staff must maintain professional boundaries with the Veteran at all times while conveying an attitude of genuine concern, respect and caring.
- 3.8.2 Contractor staff should under no circumstances engage in sexual activities or sexual contact with Veterans or their family members, whether such contact is consensual or forced. Contractor staff should under no circumstances take unfair advantage of any professional relationship or exploit Veteran clients or their family members to further their personal, religious, political, or business interests. Contractor staff should not engage in dual or multiple relationships with Veterans or their family members in which there is a risk of exploitation or potential harm to the Veteran or Veteran family. Contractor is responsible for taking steps to protect Veterans and their family members and is responsible for setting clear, appropriate, and culturally sensitive boundaries.
- 3.8.3 The contractor shall comply with the VA patient's Bill of Rights and post it in public view as set forth in *Section 17.34a, Title 38, Code of Federal Regulations*. The contractor is responsible for maintaining Veterans' privacy and confidentiality and must have systems in place that protect Veteran's personal identifying information and protected health information. This includes but is not limited to:
- 3.8.3.1 Having adequate private office space for Veterans to meet in confidence with their case manager.
  - 3.8.3.2 Having secured paper and electronic filing systems to protect clients' case records and other documentation.
  - 3.8.3.3 Ensuring that non-clinical/non-case management facility staff have access to Veteran information only as needed in order to meet the service requirements contained in the contract.

- 3.9 Conflict of Interest:** The Contractor and Contractor staff are responsible for identifying and communicating to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) conflicts of interest at the time of proposal and during the entirety of contract performance.

## **4 ADMINISTRATIVE REQUIREMENTS**

- 4.1 **Administrative Presence on Island:** The contractor shall have an administrative unit on the Island where the site for services is located. This shall include at minimum management personnel to supervise the operations, assure that services delivered by staff are consistent with the responsibilities of this contract and be able to address issues and emergencies as they arise. There shall be clearly defined roles which identifies the management and supervisory responsibility of this staff.
- 4.2 **On site rules and regulations:** The contractor shall provide residents at the time of admission the site specific rules and regulations for program participants. The rules and regulations shall include at minimum the admissions process, rights and responsibilities, response to rule infractions, VA Bill of Rights, discharge criteria, process for complaints and other program expectations. The VA representative shall be provided with a copy of these rules and regulations.
- 4.3 **Policies :** Contractors must have site specific written Agency Policies/Standards of Practice and procedures in place. These must address at minimum the following concerns and situations:
- 4.3.1 Suspected or known drug or alcohol use or relapse by one or more residents
  - 4.3.2 On-site contraband, weapons (including props or souvenirs that appear to be weapons), drug or alcohol related paraphernalia (i.e., found alcohol, drugs, drug “works”, etc.)
  - 4.3.3 On-site drug or alcohol testing methods (i.e., urine drug screens, Breathalyzer, etc.) and frequency
  - 4.3.4 Safe prescription medication storage and handling, including specific provisions for prescribed controlled substances
  - 4.3.5 Safe prescription medication access, including specific provisions for safe disposal of medications and syringes
  - 4.3.6 Assertive monitoring of controlled substances, including but not limited to: signing in medications after receipt from pharmacy with an observed pill count by contractor staff; staff observation and recording of taking of controlled substances and other medications by Veterans
  - 4.3.7 Room inspections and daily bed checks of Veterans residing in the program, including methods and frequency
  - 4.3.8 Grievance process to address resident complaints with time frames for responses from the contractor’s program/facility management
  - 4.3.9 Client abandonment of belongings in the facility, including time frames and procedures for disposal
  - 4.3.10 Process to elicit client satisfaction with the facility and onsite services, including information collection methods and frequency, and process for utilizing the information for continual performance improvement purposes.

- 4.3.11 Processes to address emergency situations including but not limited to staffing issues, natural disasters, relocation due to the environment being non inhabitable, and behavior conflict with residents/staff.
- 4.3.12 Statement which authorizes the veteran to communicate with the VA Emergency Representative at any time for any reason without fear of retaliation or retribution.
- 4.3.13 Statement which authorizes a VA Representative to visit the site and meet with residents at any reasonable time if it is deemed appropriate for the support of a veteran and this action is supported by the HCHV Coordinator. Every effort will be made to plan visits during normal business hours during the work week.

***These policies and procedures must be communicated to Veteran residents both verbally and in writing in a manner that is understandable to them upon admission to the facility. This communication must be documented in the Veteran's client record.***

#### **4.4 Non-Discrimination**

- 4.4.1 The facility agrees and warrants that it does not maintain nor provide dual or segregated veteran facilities, which are segregated on the basis of race, creed, color or national origin. The facility may neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term "facilities" shall include but not limited to rooms, wards, sections, eating areas, drinking fountains, entrances, etc.
- 4.4.2 The facility agrees to accept referral of and to provide all services specified in this contract for any person determined eligible by the VA Medical Center Director or his designee, regardless of race, color, religion, sex or national origin of persons for whom such services are ordered. In addition the facility warrants that subcontracting will not be resorted to as a means of circumventing this provision.

**4.5 Communication:** Contractor is expected to have a reliable working phone line and fax capabilities. Messages left for the program by VA staff are expected to be returned as soon as possible during normal business hours. Written correspondence, such as eligibility authorizations, extension request, incident reports, and discharge reports shall be submitted to the designated VA representative.

**4.6 Complaints:** The COTR shall monitor the service provided. Contractor shall cooperate with the COTR in providing information and answering questions in a timely manner when requested. Contractor shall refer documented complaints received directly from the veteran(s) to the program manager and the COTR. All complaints received by the program manager and COTR and forwarded to the Contractor shall be investigated promptly. After investigation and disposition, Contractor shall respond to the COTR within five (5) working days after receipt by the Contractor.

**4.7 VA Patient's Bill of Rights:** The contractor shall comply with the VA Patient's Bill of Rights as set forth in Section 17.34a, Title 38, Code of Federal Regulations.

**4.8 Records:** The contractor shall make available to the VA, documentary information deemed necessary by the VA to conduct utilization review audits for the mandated national evaluation study as required by Section 2 of Public Law 100-6; to verify quality of patient care for Veterans, to assure confidentiality of patient care for Veterans, to assure confidentiality of patient record information and to determine the completeness and accuracy of financial records. The facility shall

maintain an individual client record on each Veteran admitted under this contract. The facility shall comply with the requirements of the “Confidentiality of Alcohol and Drug Abuse Patient” (38 CFR, Part II) and the “Confidentiality of Certain Medical Records” (38 USC 4132). In addition contractor shall comply with standards of practice for record storage and confidentiality set forth in the Commission on Accreditation of Rehabilitation Facilities (CARF). All case records shall be secured and confidential. Records will be made available on a need-to-know basis to appropriate VA staff members involved with the treatment program of the Veteran concerned. The files shall include:

- 4.8.1 Eligibility and admission document
- 4.8.2 Copy of the current Housing Support, Financial, Discharge Plan with revisions as needed.
- 4.8.3 Case management notes
- 4.8.4 Incident Reports

**4.9 Per Diem, Billing and Payment:** Unless specifically excluded in the contract, the per diem rate established will include the services listed in this document and will also include all services or supplies normally provided other residents by the facility without extra charge. Payments made by the VA under this contract shall constitute the TOTAL cost of care and housing of the homeless Veterans. “Per Diem” means that the VA will pay for the eligible Veteran’s stay in a contracted bed for each day the Veteran resides at the facility and receives services. The VA also refers to this as “bed days of care.” Unless specifically excluded in this contract, the per diem rate established will include the services listed in this document and will also include the services or supplies normally provided other residents by the facility without extra charge. It is the contractor’s responsibility to have appropriate systems of verification of services in place to justify invoices and payments.

The VA can only pay per diem for eligible Veterans (i.e., Veterans whom VA refers to the contractor, or for whom VA authorizes the provision of services) as determined by the local VA medical center HCHV program. VA pays per diem for each eligible Veteran’s exclusive use of a residential treatment bed within a facility. Therefore, the contractor may not bill the VA and the VA will not pay per diem for beds that are used by more than one person at a time, such as in shifts. For example, it is not permissible to bill the VA for a bed that was used by an eligible Veteran at night but then given to someone else to sleep in during the day while the eligible Veteran was attending appointments outside of the facility.

***Contractors may only bill the VA for bed days of care for Veterans who are actively residing at the facility and receiving associated treatment services. In the case of Veteran absences, the following rules will apply:***

- 4.9.1 Veteran residents will be allowed up to two consecutive days of excused absence from the facility per month. The contractor will be expected to hold the bed and will be reimbursed for the two days of absence. An excused absence is defined as an absence that is planned and benefits the Veteran’s clinical treatment or community reintegration. Examples of acceptable excused absences could include a brief hospital stay for a medical evaluation or procedure, or travel to attend a family funeral. Absences will only be considered excused if the VA representative is informed in advance of the absence and concurs with the rationale for it.
- 4.9.2 Veteran residents who vacates the facility without prior notice or permission will be considered to have an unexcused absence. If the Veteran does not return to the facility after 24 hours, he/she will be discharged from the program by the VA representative. The

contractor will not be expected to hold the bed and will be reimbursed for the discharge date. The discharge date is the day the 24 hour absence ends; the contractor can bill for the 24 hours that the bed was held in anticipation of the Veteran's return. For example, if the Veteran signs out on Monday at noon for an appointment but have not returned by Tuesday at noon, the Veteran will be discharged on Tuesday and the contractor can bill for Tuesday. It is the contractor's responsibility to immediately notify the VA Representative when a Veteran's unexpected absence from the facility exceeds 24 hours.

- 4.9.3 The Contracting Officer reserves the right to remove any or all patients from the facility at any time without additional cost, when it is determined to be in the best interest of VA or the patient.

Under this contract, VA will make per diem payments in a method consistent with VA policy. Where necessary the VA representative will review and approve monthly invoicing prior to certification. Contractor will submit to the Financial Services Center by the 10<sup>th</sup> of the following month for certification and payment. (**Contractor Performance Standard # 20**) Payment to Contractor will be made 30 days in arrears from receipt of the invoice. Contractors will be provided with specific invoicing instructions.

- 4.10 Certification of Insurance:** Before award of the contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance containing bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence, \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage and an endorsement to the effect that cancellation or any material change in the policies which adversely affect the interest of the Government shall not be effective unless a thirty (30) day written notice of cancellation or change is furnished to the Contracting Officer. The term "shall endeavor" is not acceptable as issued by Insurance Carrier

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

- i. Workers' compensation
- ii. Professional liability insurance
- iii. Health examinations
- iv. Income tax withholding
- v. Social security payments

*The parties agree that such personnel shall be considered employees of the contractor.*

#### **4.11 Fire, Safety and Sanitation**

Facilities shall conform to the standards of the Life Safety Code, National Fire Protection Association #101, Chapters 10 and 11. For additional information, or to obtain copies, contact NFPA: <http://www.nfpa.org>, NFPA Headquarters address: National Fire Protection Association, 1 Batterymarch Park, Quincy, MA. 02269, Phone: 617-770-0700. The facility shall meet the requirements of Public Law 100-336, 42 USC 12101-12213, and Americans with Disabilities Act pertaining to handicapped accessibility in effect on the date of contract award. Facility shall also conform to the fire and safety code imposed by the State which adequately protects residents. In addition the contractor facility must also meet fire safety requirements as follows:

- 4.11.1 All residents in the facility must be mentally and physically capable of leaving the building, unaided, in the event of an emergency.
- 4.11.2 Fire exit drills must be held at least quarterly. Residents must be instructed in the event of a fire emergency. This plan shall be implemented during fire exit drills. Evacuation procedures when the primary and/or secondary exits are blocked. A written fire plan for evacuation in the event of fire shall be developed and reviewed annually. The plan shall outline the duties, responsibilities and actions to be taken by the staff and residents in the event of an emergency.
- 4.11.3 A written policy regarding no tobacco smoking in the facility shall be established and enforced.
- 4.11.4 Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers. Requirements for fire protection equipment and systems shall be in accordance with NFPA 101. All fire protection systems and equipment, such as the fire alarm system, smoke detectors, and portable extinguishers, shall be inspected, tested and maintained in accordance with the applicable NFPA fire codes and the results documented.
- 4.11.5 The annual inspection by a VA team is required. The Inspection of Facility and Program shall include a fire and safety inspection conducted at the facility unless a review of past Department of Veterans Affairs inspections or inspections made by the local authorities indicates that a fire and safety inspection would not be necessary, in which case the fire and safety inspection may be waived by the VA.

## **5 Inspection of Facility and Program**

**5.1 Pre-Award Survey and Annual Inspections:** To insure compliance with all contract requirements the Contract Facility is subject to inspection by a VA Inspection Team prior to contract award and prior to the annual contract renewal date. The multi-disciplinary VA team will consist of the VA Medical Center Contracting Officer's Technical Representative (COTR), dietitian, registered nurse, a representative of the VA Police, and a Facilities Management Safety Officer, and other subject matter experts as determined necessary by the medical center director or HCHV Coordinator.

The Initial Inspection (prior to contract initiation and veteran acceptance) and subsequent Annual Inspections will include the following where determined by VA to be appropriate:

- 5.1.1.1 Review the report of most recent inspection, if any, and discuss with team members any problems or irregularities which they may have encountered earlier in dealing with the facility.
- 5.1.1.2 The Safety Officer will be prepared to inspect the setting for conformity to the current Life Safety Code (National Fire Protection Association (NFPA #101);
- 5.1.1.3 Medical staff will review at minimum medication policies, medication administration, medication disposal and storage.
- 5.1.1.4 The Nutritionist will review at minimum daily menus, food preparation and food storage.

- 5.1.1.5 Review terms of any existing contract housing agreements.
- 5.1.1.6 The clinical members of the team will be prepared to focus on an assessment of the quality of care provided by the facility and the quality of life within the facilities, giving particular attention to the following critical indicators:
  - 5.1.1.6.1 Review of the veteran's Housing Support Plan if not using the VA provided form so as to reflect a client-driven plan, how notes reflecting follow-up meetings and if notes discuss progress of client's goals.
  - 5.1.1.6.2 Assure Patient records can and are maintained and secured, including medical prescriptions and orders.
  - 5.1.1.6.3 Making a spot check of veterans' records to ensure accuracy with respect to veterans' length of stay and services provided to the veterans.
  - 5.1.1.6.4 Documentation that basic services are provided to veterans on an ongoing basis.
  - 5.1.1.6.5 General observation of veterans indicating they maintain an acceptable level of personal hygiene and grooming.
  - 5.1.1.6.6 There is evidence of facility-community interaction. This may be demonstrated by the nature of scheduled activities or by involvement of other than facility staff with the residents.
  - 5.1.1.6.7 Observation of staff behavior and interaction with residents to determine if they convey an attitude of genuine concern and caring.
  - 5.1.1.6.8 The agency shall provide documentation that staff is on site and available for emergencies 24/7.
  - 5.1.1.6.9 The Discharge plan reflects the involvement of the veteran and the case manager and that opportunities are provided for the veteran to achieve permanent housing.
  - 5.1.1.6.10 There is documented evidence of the facility's commitment to the implementation of the Patient's Bill of Rights.
  - 5.1.1.6.11 Other items to be included in the inspection:
    - 5.1.1.6.11.1 Assessment of whether the facility meets applicable fire, safety and sanitation standards.
    - 5.1.1.6.11.2 Inspecting the types of meals and other nutrition provided to residents (approval will be gained by the Nutritionist on the inspection team).
  - 5.1.1.6.12 If, during the course of inspection, an unresolved discrimination complaint arises or maintenance of segregated facilities has been observed, a report will be forwarded to the VA Medical Center Director. The report will contain pertinent facts and observations with a description of action taken to correct the

situation. A copy of the report will be given to the Contracting Officer and Contract Facility.

5.1.1.6.13 A formal report of each inspection will be prepared and forwarded to the Medical Center Contracting Officer. In accordance with normal contract administrative practices, the following actions shall ensue:

5.1.1.6.13.1 The Facility will be advised of the findings of the inspection team.

5.1.1.6.13.2 In the event deficiencies have been noted either during an inspection or otherwise made known to the COR the CO will be advised and the Contractor shall be advised of the findings. The Contractor shall be given a reasonable time determined by the CO to take corrective action and to notify the Contracting Officer and COR when the corrections have been made. A contract will not be awarded until noted deficiencies have been eliminated. Failure by the Contractor to take corrective action within a reasonable timeframe will result in the COR notifying CO. If corrections are not made to the satisfaction of the VA, the Contracting Officer will consult with the appropriate Contractor official so that suitable arrangements can be made to discontinue plans to award a contract, or to discharge or transfer patients and to terminate the existing contract, as appropriate.

5.1.1.6.13.3 The original copy of the inspection report and pertinent correspondence will be kept in the contract file.

5.1.1.6.14 The Contract Facility (contractor) shall make documented information available to VA, as deemed necessary, to conduct utilization review audits, to verify quality of care to veterans, to assure confidentiality of veterans record information, and to determine the completeness and accuracy of financial records. The comprehensive programs monitoring the evaluating study mandated by 38 U.S.C 1720(f) will draw part of its data from the contract facilities.

5.1.1.6.15 The government shall, at its discretion, choose at any time, announced or unannounced to have VA personnel inspect the contractor's facility.

5.1.1.6.16 All Department of Veterans Affairs reports of inspection of residential facilities furnishing treatment and rehabilitation services to eligible veterans shall, to the extent possible, be made available to all government agencies charged with the responsibility of licensing or otherwise regulating or inspecting such institutions.