

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 275	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 36C10G18R0208		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. Department of Veterans Affairs OPAL   Strategic Acquisition Center  10300 Spotsylvania Ave   STE 400 Fredericksburg VA 22408-2697				CODE 36C10G		8. ADDRESS OFFER TO (If other than Item 7) U.S. Department of Veterans Affairs OPAL   Strategic Acquisition Center  10300 Spotsylvania Ave   STE 400 Fredericksburg VA 22408-2697			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 17:00 Eastern local time 10-15-2018  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. NAICS:  524114		A. NAME Lori A Smith Contracting Officer		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 540-479-8450 Ext. 214		C. E-MAIL ADDRESS Lori.Smith3@va.gov	
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**11. TABLE OF CONTENTS**

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	189
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	67	X	J	LIST OF ATTACHMENTS	213
X	D	PACKAGING AND MARKING	153	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	154	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	215
X	F	DELIVERIES OR PERFORMANCE	155				
X	G	CONTRACT ADMINISTRATION DATA	170	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	237
X	H	SPECIAL CONTRACT REQUIREMENTS	blank	X	M	EVALUATION FACTORS FOR AWARD	259

**OFFER (Must be fully completed by Offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		DUNS: DUNS+4: CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) U.S. Department of Veterans Affairs OPAL   Strategic Acquisition Center  10300 Spotsylvania Ave   STE 400 Fredericksburg VA 22408-2697		25. PAYMENT WILL BE MADE BY U.S. Department of Veterans Affairs Financial Services Center PO BOX 149971 (see Section B.3 invoicing/payment) Austin TX 78714-8917 PHONE: 1 (877) 489-6135 FAX:		CODE VAFSC	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Table of Contents

<b>SECTION B- SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>8</b>
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....</b>	<b>72</b>
1.0 GENERAL INFORMATION.....	72
1.1 Introduction.....	72
1.2 Background .....	72
1.3 Scope of Services .....	72
<b>2.0 PROJECT MANAGEMENT.....</b>	<b>73</b>
2.1 Post Award Meeting.....	73
2.1.1 Kickoff Meeting .....	73
2.2 Project Management Plan (Project Plan).....	74
2.2.1 Implementation Strategy .....	74
2.2.2 CCN Deployment Plan .....	76
2.3 Risk Management Plan .....	76
2.4 Operational Quality and Reporting Requirements .....	77
2.4.1 Quality Assurance Plan.....	77
2.4.2 Supplemental Project Management Reporting Requirements.....	77
2.5 CCN Communications Plan .....	78
2.6 Accreditation .....	79
2.7 Service Organization Control Reporting (SSAE 18) .....	80
2.7.1 Service Organization Control Reporting Generally.....	80
2.7.2 Service Organization Control Reporting Specifications and Deliverables SOC 1 and SOC 2 Reporting Specifications and Deliverables .....	80
2.8 Transition .....	81
2.8.1 Reserved .....	81
2.8.2 Transition Out.....	81
<b>3.0 HIGH PERFORMING NETWORK.....</b>	<b>82</b>
3.1 Network Establishment and Maintenance .....	82
3.2 Provider Networks .....	84
3.2.1 CCN Healthcare Services Network.....	85
3.2.2 CCN Complementary and Integrative Healthcare Services Network.....	85
3.3 Out-of-Network Providers.....	86
3.4 Identification of High-Performing Providers.....	86
3.4.1 Institutional Providers.....	87
3.4.2 Group Practice Providers.....	87
3.4.3 Individual Providers - CCN .....	87
3.5 CCN Region .....	88
3.6 Network Adequacy Management.....	88
3.7 Credentialing .....	89
3.7.1 Credentialing Requirements .....	89
<b>4.0 CCN HEALTH BENEFIT PACKAGE.....</b>	<b>92</b>
4.1 CCN Healthcare Services .....	92
4.1.1 CCN Healthcare Service Exceptions .....	94

4.2	CCN Complementary and Integrative Healthcare Services.....	95
4.3	Excluded CCN Healthcare Services.....	95
4.4	CCN Assisted Reproductive Technology Services .....	96
<b>5.0</b>	<b>ELIGIBILITY .....</b>	<b>96</b>
<b>6.0</b>	<b>CUSTOMER SERVICE .....</b>	<b>97</b>
6.1	Contractor VA Support Call Center Functions .....	97
6.2	CCN Provider Call Center Function.....	98
6.3	Reserved .....	99
6.4	Contractor Customer Service Technology.....	99
6.5	Veteran Complaints and Grievances and Customer Service Procedure.....	99
6.6	Congressional and VA Inquiries.....	100
6.7	CCN Provider Satisfaction Surveys.....	100
6.8	Call Center Operations and Customer Service Technology Performance Requirements and Metrics .....	101
<b>7.0</b>	<b>REFERRALS AND PRIOR AUTHORIZATION.....</b>	<b>102</b>
7.1	Notification of Urgent, Emergent, or Behavioral Health Care .....	103
7.2	Referrals from VA to CCN Provider.....	104
7.3	Referrals Requested from a CCN Provider for VA Provided Care or Another CCN Provider.....	105
7.4	Prior Authorizations.....	108
<b>8.0</b>	<b>SCHEDULING OF APPOINTMENTS.....</b>	<b>108</b>
<b>9.0</b>	<b>MEDICAL DOCUMENTATION .....</b>	<b>109</b>
9.1	Medical Documentation Submission Process.....	109
9.2	Medical Documentation Data Elements.....	109
9.3	Medical Documentation Submission Timeframes .....	109
9.4	Medical Documentation Submission Format.....	110
9.5	Reserved .....	110
9.6	Critical Findings .....	110
9.7	Chronic Dialysis .....	110
9.8	Medical Documentation and Audit.....	110
<b>10.0</b>	<b>TRAINING – CONTRACTOR PROCESSES, SYSTEMS, AND INTERFACES.....</b>	<b>111</b>
10.1	Training Plan .....	111
10.1.1	Training Program for Contractor CCN Providers, Contractor Personnel, and VA Staff Training Program.....	112
10.1.2	Contractor CCN Provider and Contractor Personnel Outreach and Education Program .....	112
10.1.2.1	Provider Only Training.....	113
10.1.3	Contractor-Provided VA Staff Training Sessions .....	113
10.2	Contractor Training Materials .....	114
10.3	VA Provided Training.....	114
<b>11.0</b>	<b>OPTIONAL TASK: MEDICAL ADMINISTRATIVE MANAGEMENT .....</b>	<b>115</b>

11.1	Optional Task: Appointment Scheduling and Comprehensive Care Coordination	115
11.1.1	Contractor Schedules .....	117
11.1.2	Veteran Self-Schedules .....	117
11.1.3	Comprehensive Care Coordination .....	118
11.1.4	Daily Appointment Scheduling and Comprehensive Care Coordination Reporting.....	119
11.2	Optional Task: Care Coordination Follow-up .....	119
11.3	Optional Task: Comprehensive Case Management Program Administration ..	119
11.4	Optional Task: Comprehensive Disease Management Program Administration	120
<b>12.0</b>	<b>CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED .....</b>	<b>121</b>
12.1	Claims Processing System Functions .....	121
12.1.1	Claims Adjudication and Payment Rules .....	122
12.2	Paper Claims .....	124
12.3	Signature Requirements .....	125
12.3.1	Signature on File Procedure .....	125
12.3.2	Network Provider Signature on Claims .....	125
12.4	Claims Submission and Processing Timeframes .....	126
12.5	Issuance of EOB .....	126
12.6	Issuance of Remittance Advice .....	127
12.7	Coordination of Benefits .....	127
12.7.1	VA Designation of Primary or Secondary Payer of Healthcare Services ....	127
12.7.2	Other Health Insurance .....	128
12.8	Claims for Services Rendered to Veterans Assigned to Other CCN Region ....	129
12.9	Claims Auditing .....	129
12.10	Reserved .....	131
12.11	Reserved .....	131
12.12	Claims Reporting .....	131
12.13	Federal Codes and Regulations .....	131
12.14	Improper Payments Elimination and Recovery Improvement Act .....	131
12.14.1	Payment Accuracy .....	132
12.14.2	Accounting and Access to Records .....	132
12.14.3	Agreed-Upon-Procedures .....	133
12.14.4	Error Determination Rebuttals .....	134
12.14.5	Additional Reviews .....	134
12.14.6	Recoveries .....	134
12.14.7	Reduction of improper payment performance goals .....	135
<b>13.0</b>	<b>VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS .....</b>	<b>135</b>
13.1	Veteran Appeals .....	135
13.2	Practitioner and Provider Reconsiderations .....	136
<b>14.0</b>	<b>CLINICAL QUALITY AND PATIENT SAFETY MONITORING .....</b>	<b>136</b>
14.1	Clinical Quality Monitoring Plan (CQMP) .....	136

14.1.1	Reserve .....	137
14.1.2	Clinical Quality and Patient Safety Improvement Component of the CQMP 137	
14.2	Clinical Quality and Patient Safety Issues Identification .....	138
<b>15.0</b>	<b>PHARMACY .....</b>	<b>139</b>
15.1	Urgent/Emergent Prescriptions .....	139
15.2	Urgent/Emergent Prescription Network Adequacy .....	142
15.2.1	Urgent/Emergent Prescription Performance Metrics .....	142
15.3	Routine/Maintenance Prescriptions .....	143
15.4	Contingency Plan for Disaster Response .....	143
15.5	Walk-In Prescriptions .....	144
16.0	DURABLE MEDICAL EQUIPMENT .....	144
16.1	Urgent/Emergent Prescriptions for DME and Medical Devices .....	144
16.2	Routine Prescriptions for DME and Medical Devices .....	144
16.3	Reserved .....	145
16.4	Oral Appliance Therapy (OAT) for Obstructive Sleep Apnea (OSA) .....	145
<b>17.0</b>	<b>DENTAL .....</b>	<b>146</b>
17.1	Dental Network Adequacy .....	146
17.2	Dental Network Provider Credentialing .....	147
17.3	Dental Network Compliance .....	147
17.4	Dental Care Referrals and Prior Authorization .....	147
17.5	Return of Dental Records .....	147
17.6	Dental Clinical Quality Management .....	148
<b>18.0</b>	<b>TECHNOLOGY .....</b>	<b>148</b>
18.1	Contractor Software Configuration Management Requirements .....	148
18.2	Continuity of Operations .....	148
18.3	Contractor System Access .....	149
18.4	VA System Integration Requirements .....	150
18.5	Veteran Demographic and Administrative Data .....	150
18.6	IT Customer Service .....	150
18.7	VA Community Care Provider Portal .....	150
18.8	Contractor Self Service Website .....	151
18.9	Contractor Reporting and Data Submission .....	152
18.10	Email Communication .....	152
18.11	Reserved .....	152
18.12	Submission of EDI Transactions .....	152
18.13	Submission of Medical Documentation .....	153
18.14	Submission of OHI .....	153
18.15	Provider Data Transfer .....	153
18.15.1	Contractor Provider Data .....	153
18.15.2	VA Provider Data .....	154
18.16	Section 508 – Electronic and Information Technology Standards .....	154
18.16.1	Equivalent Facilitation .....	155
18.16.2	Compatibility with Assistive Technology .....	155

18.16.3	Acceptance and Acceptance Testing .....	155
<b>19.0</b>	<b>DATA ANALYTICS.....</b>	<b>155</b>
19.1	Data Specification .....	155
19.2	Data Repository and Data Repository Relational Database Schema .....	156
19.3	Reserved .....	156
19.4	Data Transmissions .....	156
19.5	Data Integrity .....	157
<b>SECTION D - PACKAGING AND MARKING .....</b>		<b>159</b>
<b>SECTION E - INSPECTION AND ACCEPTANCE.....</b>		<b>160</b>
<b>SECTION F - DELIVERIES OR PERFORMANCE.....</b>		<b>161</b>
<b>Schedule of Deliverables .....</b>		<b>161</b>
<b>SECTION G - CONTRACT ADMINISTRATION DATA.....</b>		<b>176</b>
G.1	CONTRACT ADMINISTRATION DATA.....	176
G.2	RESERVED.....	177
G.3	IT CONTRACT SECURITY.....	177
G.4	DATA RIGHTS .....	178
G.5	SMALL BUSINESS SUBCONTRACTING OPPORTUNITIES .....	179
G.6	LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE (JUN 2011) .....	179
G.7	SUBCONTRACTING COMMITMENTS – MONITORING AND COMPLIANCE (JUN 2011) .....	179
G.8	SUBCONTRACTING PLAN – MONITORING AND COMPLIANCE (JUNE 2011).....	180
G.9	TERM OF CONTRACT .....	180
G.10	PERIOD OF PERFORMANCE .....	180
G.11	KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS .....	181
G.12	PLACE OF PERFORMANCE.....	181
G.13	PERFORMANCE INCENTIVE PLAN.....	181
G.14	ORDERING PROCEDURES.....	182
G.15	INVOICES: ADDENDUM TO 52.212-4.....	183
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>		<b>194</b>
<b>SECTION I - CONTRACT CLAUSES .....</b>		<b>195</b>
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	195
I.2	52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) .....	196
I.3	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018) ALTERNATE II (NOV 2017) .....	202
I.4	RESERVED .....	210
I.5	52.216-18 ORDERING (OCT 1995) .....	210
I.6	52.216-19 ORDER LIMITATIONS (OCT 1995) .....	210
I.7	52.216-22 INDEFINITE QUANTITY (OCT 1995) .....	210

I.8 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) .....	211
I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	211
I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)...	211
I.11 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) .....	212
I.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) .....	212
I.13 52.232-18 AVAILABILITY OF FUNDS (APR 1984) .....	212
I.14 52.244-2 SUBCONTRACTS (OCT 2010).....	213
I.15 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016) (DEVIATION) .....	215
I.16 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009) .....	215
I.17 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009) .....	215
I.18 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) .....	216
I.19 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	217
I.20 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) .....	217
I.21 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008).....	217
I.22 MANDATORY WRITTEN DISCLOSURES .....	218
<b>SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS .....</b>	<b>219</b>
<b>LIST OF ATTACHMENTS.....</b>	<b>219</b>
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS .....</b>	<b>221</b>
K.1 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS— REPRESENTATION (JAN 2017).....	221
K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015) .....	221
K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013) .....	223
K.4 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) .....	224
K.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017).....	225
K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) .....	242
<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS .....</b>	<b>243</b>
<b>SECTION M - EVALUATION FACTORS FOR AWARD.....</b>	<b>265</b>

## SECTION B- SUPPLIES OR SERVICES AND PRICE/COSTS

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Item Number	Description	Comment	Contract Period
0001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Base
0002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the POP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Base
0003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Base
0004	Home Health Care	Summary CLIN, not separately priced (NSP)	Base
0004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Base
0004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Base
0005	Seasonal Influenza Vaccination	Dollar price for each year of the POP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Base



Item Number	Description	Comment	Contract Period
0006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Base
0007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Base
0008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Base
0009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Base
0009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Base
0009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Base
0009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Base
0010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Base
0011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is	Base

Item Number	Description	Comment	Contract Period
		tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	
0011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Base
0011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Base
0011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Base
0011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Base
0011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Base
0011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Base
0011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Base
0011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Base
0011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Base
0011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Base

Item Number	Description	Comment	Contract Period
0012	Implementation	Lump sum \$ price based on # of milestones completed in year	Base
0013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Base
0014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Base
0015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Base
0016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Base
0016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Base
0016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Base
0016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Base
0016CA	Optional: Appointment Scheduling and	Unique Approved Referral Tier 1 (0-331,400)	Base

Item Number	Description	Comment	Contract Period
	Comprehensive Care Coordination - Tier 1		
0016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Base
0016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Base
0016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Base
0016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Base
0017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Base
0017AA	Optional: Implementation for Care Coordination Follow-Up	One-time lump sum \$ in the year the option is exercised. Dollar amount reflects the total lump sum for implementation services for each year of the PoP; these implementation services shall be excluded from other Contractor Administrative Service Fees.	Base
0017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Base
0018	Optional: Comprehensive Case Management	Summary CLIN, NSP	Base

Item Number	Description	Comment	Contract Period
	Program Administration		
0018AA	Optional: Implementation for Comprehensive Case Management Program	One-time lump sum \$ in the year the option is exercised. This CLIN reflects the total lump sum for implementation services; these implementation services shall be excluded from other Contractor Administrative Service Fees.	Base
0018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Base
0018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Base
0018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Base
0018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Base
0019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Base
0019AA	Optional: Implementation for Comprehensive Disease Management	One-time lump sum \$ in the year the option is exercised. Pricing for this CLIN reflects the total lump sum of implementation services. These implementation services shall be excluded from other Contractor Administrative Service Fees.	Base

Item Number	Description	Comment	Contract Period
0019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Base
0019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Base
0019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Base
0019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Base
0020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Base
0020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female Standard Episode of Care (SEOC).	Base
0020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Base
0020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Base
0020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Base

Item Number	Description	Comment	Contract Period
1001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 1
1002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 1
1003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 1
1004	Home Health Care	Summary CLIN, NSP	Option 1
1004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 1
1004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 1
1005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 1
1006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule.	Option 1

Item Number	Description	Comment	Contract Period
		Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	
1007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 1
1008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 1
1009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 1
1009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 1
1009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 1
1009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 1
1010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 1
1011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 1
1011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 1



Item Number	Description	Comment	Contract Period
1011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 1
1011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 1
1011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 1
1011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 1
1011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 1
1011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 1
1011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 1
1011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 1
1011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 1
1012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 1
1013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 1

Item Number	Description	Comment	Contract Period
1014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 1
1015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 1
1016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 1
1016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 1
1016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 1
1016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 1
1016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 1
1016CB	Optional: Appointment	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 1

Item Number	Description	Comment	Contract Period
	Scheduling and Comprehensive Care Coordination - Tier 2		
1016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 1
1016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 1
1016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 1
1017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 1
1017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 1
1017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 1
1018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 1
1018AA	Optional: Implementation for Comprehensive	Price Not Required.	Option 1

Item Number	Description	Comment	Contract Period
	Case Management Program		
1018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 1
1018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 1
1018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 1
1018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 1
1019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 1
1019AA	Optional: Implementation for Comprehensive Disease Management	Price Not Required.	Option 1
1019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 1

Item Number	Description	Comment	Contract Period
1019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 1
1019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 1
1019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 1
1020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 1
1020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 1
1020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 1
1020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 1
1020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 1
2001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 2

Item Number	Description	Comment	Contract Period
2002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 2
2003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 2
2004	Home Health Care	Summary CLIN, NSP	Option 2
2004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 2
2004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 2
2005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 2
2006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Option 2
2007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38	Option 2

Item Number	Description	Comment	Contract Period
	Healthcare Services	CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	
2008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 2
2009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 2
2009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 2
2009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 2
2009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 2
2010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 2
2011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 2
2011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 2
2011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 2
2011AB	Administrative Services for	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 2

Item Number	Description	Comment	Contract Period
	Healthcare Services - Tier 2		
2011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 2
2011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 2
2011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 2
2011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 2
2011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 2
2011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 2
2011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 2
2012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 2
2013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 2
2014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 2
2015	Healthcare Services Approved Under the Veterans Millennium Health	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine	Option 2



Item Number	Description	Comment	Contract Period
	Care Act (MILLBILL)	if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	
2016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 2
2016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 2
2016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 2
2016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 2
2016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 2
2016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 2
2016CC	Optional: Appointment Scheduling and	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 2

Item Number	Description	Comment	Contract Period
	Comprehensive Care Coordination - Tier 3		
2016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 2
2016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 2
2017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 2
2017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 2
2017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 2
2018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 2
2018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 2
2018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 2

<b>Item Number</b>	<b>Description</b>	<b>Comment</b>	<b>Contract Period</b>
2018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 2
2018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 2
2018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 2
2019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 2
2019AA	Optional: Implementation for Comprehensive Disease Management	Price Not Required.	Option 2
2019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 2
2019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 2
2019BB	Optional: Comprehensive	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 2

Item Number	Description	Comment	Contract Period
	Disease Management Program Administration - Tier 2		
2019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 2
2020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 2
2020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 2
2020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 2
2020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 2
2020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 2
3001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 3
3002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 3
3003	Urgent/Emergent Durable Medical	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases	Option 3

Item Number	Description	Comment	Contract Period
	Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	
3004	Home Health Care	Summary CLIN, NSP	Option 3
3004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 3
3004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 3
3005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 3
3006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Option 3
3007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 3
3008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 3
3009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a	Option 3

Item Number	Description	Comment	Contract Period
		Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	
3009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 3
3009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 3
3009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 3
3010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 3
3011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 3
3011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 3
3011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 3
3011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 3
3011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 3
3011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 3

Item Number	Description	Comment	Contract Period
3011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 3
3011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 3
3011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 3
3011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 3
3011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 3
3012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 3
3013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 3
3014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 3
3015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 3
3016	Optional: Appointment Scheduling &	Summary CLIN, NSP	Option 3

Item Number	Description	Comment	Contract Period
	Comprehensive Care Coordination		
3016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 3
3016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 3
3016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 3
3016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 3
3016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 3
3016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 3
3016CD	Optional: Appointment Scheduling and Comprehensive	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 3



Item Number	Description	Comment	Contract Period
	Care Coordination - Tier 4		
3016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 3
3017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 3
3017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 3
3017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 3
3018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 3
3018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 3
3018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 3
3018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 3

<b>Item Number</b>	<b>Description</b>	<b>Comment</b>	<b>Contract Period</b>
3018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 3
3018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 3
3019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 3
3019AA	Optional: Implementation for Comprehensive Disease Management	Price Not Required.	Option 3
3019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 3
3019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 3
3019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 3

Item Number	Description	Comment	Contract Period
3019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 3
3020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 3
3020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 3
3020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 3
3020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 3
3020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 3
4001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 4
4002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 4
4003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 4

Item Number	Description	Comment	Contract Period
4004	Home Health Care	Summary CLIN, NSP	Option 4
4004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 4
4004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 4
4005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 4
4006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Option 4
4007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 4
4008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 4
4009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 4
4009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 4

Item Number	Description	Comment	Contract Period
4009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 4
4009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 4
4010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 4
4011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 4
4011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 4
4011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 4
4011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 4
4011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 4
4011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 4
4011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 4

Item Number	Description	Comment	Contract Period
4011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 4
4011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 4
4011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 4
4011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 4
4012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 4
4013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 4
4014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 4
4015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 4
4016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 4
4016AA	Optional: Implementation for Appointment	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination.	Option 4

Item Number	Description	Comment	Contract Period
	Scheduling and Comprehensive Care Coordination	The Contractor can earn only one implementation payment per VA Facility during the entire contract.	
4016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 4
4016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 4
4016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 4
4016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 4
4016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 4
4016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 4
4016CE	Optional: Appointment Scheduling and	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 4

Item Number	Description	Comment	Contract Period
	Comprehensive Care Coordination - Tier 5		
4017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 4
4017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 4
4017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 4
4018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 4
4018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 4
4018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 4
4018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 4
4018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 4



Item Number	Description	Comment	Contract Period
4018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 4
4019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 4
4019AA	Optional: Implementation for Comprehensive Disease Management	Price Not Required.	Option 4
4019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 4
4019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 4
4019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 4
4019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 4

Item Number	Description	Comment	Contract Period
4020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 4
4020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 4
4020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 4
4020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 4
4020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 4
5001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 5
5002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 5
5003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 5
5004	Home Health Care	Summary CLIN, NSP	Option 5
5004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 5

Item Number	Description	Comment	Contract Period
5004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 5
5005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 5
5006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Option 5
5007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 5
5008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 5
5009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 5
5009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 5
5009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 5
5009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 5
5010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current	Option 5

Item Number	Description	Comment	Contract Period
		Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	
5011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 5
5011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 5
5011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 5
5011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 5
5011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 5
5011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 5
5011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 5
5011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 5
5011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 5
5011CA	Administrative Services for	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM)	Option 5

Item Number	Description	Comment	Contract Period
	Pharmacy Benefit Management (PBM)	is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	
5011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 5
5012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 5
5013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 5
5014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 5
5015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 5
5016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 5
5016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 5
5016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 5

Item Number	Description	Comment	Contract Period
	at the Contractor's Site		
5016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 5
5016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 5
5016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 5
5016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 5
5016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 5
5016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 5
5017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 5
5017AA	Optional: Implementation for	Price Not Required.	Option 5

Item Number	Description	Comment	Contract Period
	Care Coordination Follow-Up		
5017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 5
5018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 5
5018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 5
5018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 5
5018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 5
5018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 5
5018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 5
5019	Optional: Comprehensive Disease	Summary CLIN, NSP	Option 5

Item Number	Description	Comment	Contract Period
	Management Administration		
5019AA	Optional: Implementation for Comprehensive Disease Management	Price Not Required.	Option 5
5019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 5
5019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 5
5019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 5
5019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 5
5020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 5
5020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 5



Item Number	Description	Comment	Contract Period
5020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 5
5020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 5
5020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 5
6001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 6
6002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 6
6003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 6
6004	Home Health Care	Summary CLIN, NSP	Option 6
6004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 6
6004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 6
6005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine	Option 6

Item Number	Description	Comment	Contract Period
		(trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	
6006	Non-Medicare Healthcare Services, VA Fee Schedule	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	Option 6
6007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 6
6008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 6
6009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 6
6009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 6
6009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 6
6009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 6
6010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 6
6011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with	Option 6

Item Number	Description	Comment	Contract Period
		the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	
6011A	Administrative Services for Healthcare Services	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 6
6011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 6
6011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 6
6011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 6
6011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 6
6011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 6
6011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 6
6011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 6
6011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 6
6011DA	Administrative Services for Assisted Reproductive	Dollar price for each collateral spouse per month for each year of the PoP.	Option 6

Item Number	Description	Comment	Contract Period
	Technology services (ART)		
6012	Implementation	Price Not Required. See CLIN 7012 for price if all option years not exercised.	Option 6
6013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 6
6014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 6
6015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 6
6016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 6
6016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 6
6016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 6
6016C	Optional: Appointment Scheduling and	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 6

Item Number	Description	Comment	Contract Period
	Comprehensive Care Coordination		
6016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 6
6016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 6
6016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 6
6016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 6
6016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 6
6017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 6
6017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 6
6017BA	Optional: Care Coordination	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 6

Item Number	Description	Comment	Contract Period
	Follow-Up Administration		
6018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 6
6018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 6
6018B	Optional: Comprehensive Case Management Program Administration	\$ Price per unique Approved Referral for each of the tiers a PoP. Summary CLIN, NSP	Option 6
6018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0 – 41,000).	Option 6
6018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 6
6018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 6
6019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 6
6019AA	Optional: Implementation for	Price Not Required.	Option 6

Item Number	Description	Comment	Contract Period
	Comprehensive Disease Management		
6019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 6
6019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 6
6019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 6
6019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 6
6020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 6
6020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 6
6020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 6
6020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 6

Item Number	Description	Comment	Contract Period
6020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 6
7001	Healthcare Services	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services are inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS).	Option 7
7002	Reimbursement for Highly Rural Care Areas with Scarce Medical Services	Total estimated cost for each year of the PoP. This CLIN only applies if the Contractor must execute a specific agreement in a highly rural care area at a rate that exceeds Medicare as required to maintain network adequacy. Adequate documentation must be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates. The Contractor may, in highly rural care areas, exceed Medicare, but shall not exceed the maximum rate initially proposed for each state.	Option 7
7003	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to these services for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.	Option 7
7004	Home Health Care	Summary CLIN, NSP	Option 7
7004AA	Skilled Home Health	Price Not Required. This CLIN is priced up to 100% Medicare. Assumptions/considerations related to Skilled Home Health services are that contract pricing for this CLIN is equal to the Medicare rate for the services being performed.	Option 7
7004AB	Unskilled Home Health	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to these Unskilled Home Health services includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments (e.g. Homemaker/Home Health Aide).	Option 7
7005	Seasonal Influenza Vaccination	Dollar price for each year of the PoP. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination.	Option 7
7006	Non-Medicare Healthcare	Price Not Required. Contract pricing is up to the VA Fee Schedule. Assumptions/considerations related to the non-Medicare Healthcare Services, VA Fee Schedule - When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules	Option 7



Item Number	Description	Comment	Contract Period
	Services, VA Fee Schedule	but does not have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule. Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN.	
7007	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Price Not Required. Assumptions/considerations - when a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in the VA Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.	Option 7
7008	Home Infusion Therapy	Offeror prices only required for those items where a standard Medicare or VA rate does not already exist. Home infusion drugs billed at CLIN X009 rates.	Option 7
7009	Urgent and Emergent Medication	VA will pay the Contractor for brand name medication at a Fixed Price based on Average Wholesale Price (AWP) plus/minus percent, plus a dollar amount for dispensing fee; and generic medication at a Fixed Price based on AWP plus/minus percent, plus a dollar amount for dispensing fee.	Option 7
7009AA	Brand Name Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 7
7009AB	Generic Medication	Fixed Price based on Percent of Average Wholesale Price for each year of the PoP	Option 7
7009AC	Dispensing Fee	Dollar price for each dispensing activity for each year of the PoP	Option 7
7010	Dental Services	Provide price for each of the 28 codes being evaluated for each year of the PoP. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (01, 02, 06 etc.) if the dental procedure is performed in conjunction with a medical service.	Option 7
7011	Administrative Services	Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractors charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low volumes and to encourage price reductions at higher volumes.	Option 7
7011A	Administrative Services for	Summary CLIN, NSP. Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 7

Item Number	Description	Comment	Contract Period
	Healthcare Services		
7011AA	Administrative Services for Healthcare Services - Tier 1	Each Active Veteran Per Month Tier 1 (0-94,999)	Option 7
7011AB	Administrative Services for Healthcare Services - Tier 2	Each Active Veteran Per Month Tier 2 (95,000-144,999)	Option 7
7011AC	Administrative Services for Healthcare Services - Tier 3	Each Active Veteran Per Month Tier 3 (145,000 and greater)	Option 7
7011B	Administrative Services for Dental	Summary CLIN, NSP. Dollar price for each Active Veteran per month in each of the three tiers for the PoP.	Option 7
7011BA	Administrative Services for Dental - Tier 1	Each Active Veteran Per Month Tier 1 (0-5,799)	Option 7
7011BB	Administrative Services for Dental - Tier 2	Each Active Veteran Per Month Tier 2 (5,800-6,599)	Option 7
7011BC	Administrative Services for Dental - Tier 3	Each Active Veteran Per Month Tier 3 (6,600 and greater)	Option 7
7011CA	Administrative Services for Pharmacy Benefit Management (PBM)	Dollar price for each Active Veteran per month for each year of the PoP. Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.	Option 7
7011DA	Administrative Services for Assisted Reproductive Technology services (ART)	Dollar price for each collateral spouse per month for each year of the PoP.	Option 7
7012	Implementation	Lump sum \$ price for total incremental cost to transition-out above and beyond the status quo. PoP goes from the time that the Contracting Officer notifies the Contractor of a planned transition out start date to the later of either 6 months or completion of all	Option 7

Item Number	Description	Comment	Contract Period
		processing and finalization of all open healthcare Claims inventories or as mutually agreed to by the Contracting Officer and Contractor. Payments should be tied to milestone completions. Current PoP dates are placeholders reflecting the approximate time.	
7013	Data	Price Not Required. Assumptions/considerations for this CLIN includes all services associated with delivery of data throughout performance and at the end of the contract.	Option 7
7014	Agreed Upon Procedures	Price Not Required. Assumptions/consideration for this CLIN is that the Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit as stated in PWS section 12.14	Option 7
7015	Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL)	Price Not Required. Assumptions/consideration for this CLIN refers to PWS Section 7.1 which directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates.	Option 7
7016	Optional: Appointment Scheduling & Comprehensive Care Coordination	Summary CLIN, NSP	Option 7
7016AA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination	Implementation price per VAMC at Government Site for a PoP. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.	Option 7
7016BA	Optional: Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site	Implementation price per VAMC at Contractor's Site for a PoP. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.	Option 7
7016C	Optional: Appointment Scheduling and Comprehensive Care Coordination	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers of unique Approved Referrals for a period of performance.	Option 7

Item Number	Description	Comment	Contract Period
7016CA	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 1	Unique Approved Referral Tier 1 (0-331,400)	Option 7
7016CB	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 2	Each Unique Approved Referral Tier 2 (331,401-773,300)	Option 7
7016CC	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 3	Each Unique Approved Referral Tier 3 (773,301-1,215,200)	Option 7
7016CD	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 4	Each Unique Approved Referral Tier 4 (1,215,201-1,657,000)	Option 7
7016CE	Optional: Appointment Scheduling and Comprehensive Care Coordination - Tier 5	Each Unique Approved Referral Tier 5 (1,657,001 and greater)	Option 7
7017	Optional: Care Coordination Follow-Up	Summary CLIN, NSP	Option 7
7017AA	Optional: Implementation for Care Coordination Follow-Up	Price Not Required.	Option 7
7017BA	Optional: Care Coordination Follow-Up Administration	VA will pay the contractor the monthly \$ firm fixed price per Veteran that receives Care Coordination Follow Up Services.	Option 7

<b>Item Number</b>	<b>Description</b>	<b>Comment</b>	<b>Contract Period</b>
7018	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP	Option 7
7018AA	Optional: Implementation for Comprehensive Case Management Program	Price Not Required.	Option 7
7018B	Optional: Comprehensive Case Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 7
7018BA	Optional: Comprehensive Case Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 7
7018BB	Optional: Comprehensive Case Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 7
7018BC	Optional: Comprehensive Case Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 7
7019	Optional: Comprehensive Disease Management Administration	Summary CLIN, NSP	Option 7
7019AA	Optional: Implementation for Comprehensive	Price Not Required.	Option 7

Item Number	Description	Comment	Contract Period
	Disease Management		
7019B	Optional: Comprehensive Disease Management Program Administration	Summary CLIN, NSP. Dollar price per Unique Approved Referral for each of the tiers for each year of the PoP.	Option 7
7019BA	Optional: Comprehensive Disease Management Program Administration - Tier 1	Each Unique Approved Referral Tier 1 (0-41,000).	Option 7
7019BB	Optional: Comprehensive Disease Management Program Administration - Tier 2	Each Unique Approved Referral Tier 2 (41,001-82,000).	Option 7
7019BC	Optional: Comprehensive Disease Management Program Administration - Tier 3	Each Unique Approved Referral Tier 3 (82,001 and greater).	Option 7
7020	Assisted Reproductive Technology (ART) Services	The CLIN is to be used for all health care and providers associated with the VA authorization type ART.	Option 7
7020UF	Intrauterine insemination (IUI) Female SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Female SEOC.	Option 7
7020UM	Intrauterine insemination (IUI) Male SEOC	Provide a firm fixed price for Intrauterine insemination (IUI) Male SEOC.	Option 7
7020VF	IVF Female SEOC	Provide a firm fixed price for IVF Female SEOC.	Option 7

Item Number	Description	Comment	Contract Period
7020VM	IVF Male SEOC	Provide a firm fixed price for IVF Male SEOC.	Option 7

The schedule of services sets forth the amount VA pays for the services it purchases through this contract. Healthcare service contract line item numbers (CLINs) shall include only the price for delivery of healthcare services. All other costs are to be included in the administrative fee CLIN or the appropriate CLIN for the service. Attachment E, "Summary Demand Data v2", Attachment F, "Projected Active Veterans v2"; Attachment X, "Dental Volumes by Station v2"; Attachment Z, "Station Category of Care Provider Zip Unique v2"; Attachment AA, "Unique by Rurality by Station v2" provide information on the services historically purchased by VA from CCN providers. Attachment AB, "Pharmacy 14 Day Fills v2", Attachment AC, "No Show Choice v2", [Attachment AD - Dialysis Rurality Unique Visits BDOC by Zip v2](#), Attachment AF, "Home Infusion by Station v2", Attachment AG, "Urgent vs Emergent Care v2" and Attachment TA "Incentives Disincentives Factor Summary v2" are included in this solicitation to provide additional information. Attachments providing historical information and volume data are for estimating purposes only, and are not a commitment stating VA will purchase these volumes of care under the contract. It does provide historical purchasing patterns at the VA Facility level; this information can then be used to build proposals and develop networks. Additional line items identified as options are referred to as optional tasks. All optional tasks may be unilaterally exercised by VA.

All Healthcare services will be reimbursed based on Centers for Medicare and Medicaid Services (CMS) reimbursement requirements, except where otherwise specified in the below schedule of services.

The Contractor shall ensure that when an Eligible Veteran is receiving Non-Service Connected Care the Veterans' other health insurance (OHI) is invoiced by the provider prior to the Contractor invoicing VA when the Approved Referral indicates VA is secondary payer. Upon completion of OHI invoicing the Contractor shall then determine if additional payment is required to fulfill the reimbursable Standard Episode of Care (SEOC) up to the rates identified in the associated CLIN. "Up to the rates identified in the associated CLIN" refers to the total price a CCN provider can receive from all sources of payment for healthcare services. Upon completion of OHI invoicing and supplemental payment (if needed), the Contractor shall submit to VA a post payment EDI 837 COB transaction that includes all payment and OHI associated activity. When VA is primary payer, the CCN provider shall provide Service Connected and Non-Service Connected Care to Veterans and invoice the Contractor for all approved services up to the rates identified in the associated CLIN. Contract pricing for these CLINs is based on rates for the services being performed within the associated CLIN. All services purchased will be paid at the rates associated with the respective CLINs for the applicable localities.

Services are required in the region as defined below. For VA Medical Centers within this region, refer to Attachment A, "VA Medical Center Catchment Area by CCN Region v2." You may also visit the following link for information on VA Medical Centers [http://www.va.gov/landing2\\_locations.htm](http://www.va.gov/landing2_locations.htm).

<b>Region 4</b>
<b>Arizona</b>
<b>California</b>
<b>Colorado</b>
<b>Hawaii</b>
<b>Idaho</b>
<b>Montana</b>
<b>Nevada</b>
<b>New Mexico</b>
<b>Oregon</b>
<b>Texas</b>
<b>Utah</b>
<b>Washington</b>
<b>Wyoming</b>

For all CLINs in which CMS, (referred to as Medicare), is identified as the pricing methodology, the payment methodology will follow the Medicare payment guidelines respective to the type of service authorized and performed. Contractors will be paid up to Medicare rate for any authorized Current Procedural Terminology (CPT), including case rate bundled CPTs, and/or Diagnosis Related Group (DRG) code, Claim modifiers, Healthcare Common Procedure Codes (HCCPS), that applies to the type of services purchased for that CLIN.

VA's payment to the Contractor for CLINs X001, X002, X003, X004AA, X004AB, X006, X007 (for services with available Medicare pricing), and X015 will be the lesser of the value paid to the CCN provider or the rate identified in the applicable CLIN. This will occur for each instance the CCN provider invoices the Contractor at a rate less than the applicable CCN contract price. The CLINs listed in this paragraph are considered a pass-through of invoice amounts from the CCN provider to the Contractor to VA.

The Contractor shall use the following hierarchy when determining allowable payment amounts for care provided through the Contractor to the CCN providers.

Generally, the Contractor, with the exception of individually priced services identified by CLIN in this contract, shall reimburse CCN providers the amount allowable in CLIN X001, CMS rates. When CLIN X001 does not include a rate or when the services provided are not allowable by CMS, the Contractor shall reimburse CCN providers using CLIN X006, VA Fee Schedule, in accordance with the circumstances listed in CLIN X006. When CLIN X006 does not include a rate or the service is not listed in the CLIN X006 file, the Contractor shall use CLINX007, percentage of Billed Charges, as the reimbursement rate. When the Contracting Officer has approved rates for a certain provider in CLIN X002, Reimbursement for Highly Rural Care Areas, the Contractor shall reimburse those approved CCN providers using CLIN X002 in lieu of CLIN X001. When CLIN X002 does not include a rate or when the services provided are not allowable by CMS, the Contractor shall follow the same hierarchy described above.



In cases when an Approved Referral is marked as approved under Mill Bill, The Veterans Millennium Health Care Act, or CLIN X015, the Contractor shall pay the lesser of the amount the Veteran is personally liable or the 70<sup>th</sup> percentile of the allowable CMS rate.

CLIN X001, Healthcare Services, is inclusive of all authorized healthcare services identified in PWS Section 4.1, "CCN Healthcare Services" and Complementary and Integrative Health Services identified in PWS Section 4.2, "CCN Complementary and Integrative Health Services" covered by the applicable Medicare Prospective Payment System (PPS). This CLIN is priced as 100% Medicare.

CLIN X002, is for Reimbursement for Highly Rural Care Areas with Scarce Medical Services. This CLIN only applies if the Contractor must execute a specific agreement in a Highly Rural Care Area at a rate that exceeds Medicare as required to maintain Network Adequacy. Adequate documentation shall be provided to the Contracting Officer for review and disposition to support a request for higher than Medicare rates prior to execution of the agreement. The Contractor may, in Highly Rural Care Areas, exceed Medicare rate but shall not exceed the Contractors stated maximum percentage above the locality adjusted Medicare rate in this CLIN.

CLIN X003, Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items. For purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g. hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN.

CLIN X004AA, Skilled Home Health. (other than Home Infusion Therapy) Contract pricing for this CLIN is equal to the Medicare rate for the services being performed. This CLIN is priced as 100% Medicare.

CLIN X004AB, Unskilled Home Health includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments, e.g., Homemaker/Home Health Aide. Contract pricing is equal to VA's Fee Schedule. VA's fee schedule will be updated annually during contract administration and provided as a contract attachment effective October 1 for the next 12 months. In the event the updated VA Fee Schedule is not available prior to October 1<sup>st</sup> and services have been performed after October 1<sup>st</sup> payment will be based on the prior year's fee schedule. The Contractor will have 30 days to implement the new/updated VA Fee Schedule from the date it is provided to the Contractor. No retroactive payment adjustments (positive or negative) will be made once VA's Fee Schedule has been updated. Healthcare Claims with dates of service on and after incorporation of a new VA Fee Schedule will be paid using the updated VA Fee Schedule.

CLIN X005, Seasonal Influenza vaccination. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent and high dosage). VA will pay the negotiated price for each vaccination. CLIN X005 does not include the pricing for the influenza medications. Use CLIN X001 to invoice for the influenza medications.

CLIN X006, Non-Medicare Healthcare Services, VA Fee Schedule. When a given medical procedure is not payable under Medicare rules or is payable under Medicare rules but does not

have established pricing at the local level, such medical procedures will be paid based on the applicable VA Fee Schedule.

Outpatient services performed by Inpatient Prospective Payment System (IPPS) - exempt facilities are also included under this CLIN. The VA Fee Schedule sets forth the applicable reimbursement rate. This schedule is determined pursuant to the inpatient methodology described in 38 C.F.R. 17.55 and the outpatient methodology described in 38 C.F.R. 17.56. The VA fee schedule will be updated annually during contract administration and provided as a contract attachment, effective October 1 for the next 12 months. In the event the updated VA Fee Schedule is not available prior to October 1<sup>st</sup> and services have been performed after October 1<sup>st</sup>, payment will be based on the prior year's fee schedule. The Contractor will have 30 days to implement the new/updated VA Fee Schedule from the date it is provided to the Contractor. No retroactive payment adjustments (positive or negative) will be made once VA's Fee Schedule has been updated.

CLIN X007, Non-Medicare, Non-VA Fee Schedule – Medical and Surgical Healthcare Services. When a given medical procedure is not payable under Medicare rules, or is payable under Medicare rules but does not have established pricing at the local level, and is not included in VA's Fee Schedule, VA will reimburse the healthcare Claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to payment based on a percentage of billed charges.

CLIN X008, Home Infusion Therapy. Home Infusion Therapy will be paid using the order of precedence listed in section B.1, paragraph 0.

CLIN X009, Urgent and Emergent Medication. The Contractor may invoice VA for urgent and emergent medications when these are dispensed by pharmacies in the Contractor's network without charge to the Veteran. VA will reimburse the Contractor for brand name and Generic medication at the negotiated firm fixed price Average Wholesale Price (AWP) plus/minus %, plus a \$ dispensing fee; and generic medication at AWP plus/minus %, plus a \$ dispensing fee.

Sub CLIN X009AA – Brand Name Medication

Sub CLIN X009AB – Generic Medication

Sub CLIN X009AC – Dispensing Fee

CLIN X010 is for reimbursement of dental services under this contract. Dental services will be reimbursed based on the negotiated rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided. VA will pay the Contractor using health care CLINs (X001, X002, X006) if the dental procedure is performed in conjunction with a medical service. VA will pay the Contractor using the negotiated CDT pricing in CLIN X010 if the dental procedure is not performed in conjunction with a medical service.

CLIN X011 is for Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractor's charges for all administrative services for managing the services purchased under this contract. The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. The PMPM fee is tiered to accommodate for low

volumes but to also reduce as volumes increase. As volume progresses to the next tier the PMPM price for the next tier shall be applied for the next grouping of Active Veterans. For example, if there are 9,000 Active Veterans in the month, the PMPM rate would be invoiced in accordance with Tier 1 pricing for all Active Veterans; however, if there are 74,999 Active Veterans in the month, the PMPM rate would be invoiced based on Tiers 1 and 2. Only one Administrative Services fee type (e.g. X011AA) per Active Veteran per month is allowed, regardless of the number of Claims paid during the same calendar month. The Contractor may invoice for each of the four types of Administrative Services (X011AA, X011AB, X011AC and X011AD) below in the same calendar month per Active Veteran. The PMPM fee tiers are as follows:

CLIN X011Ax, Administrative Services for Healthcare Services are based on a per member per month (PMPM) model, where “small ‘x’” represents the tier designation.

CLIN 11Ax Tiers	Number of Active Veterans
A (Tier 1)	0 – 94,999
B (Tier 2)	95,000 – 144,999
C (Tier 3)	145,000+

CLIN X011Bx, Administrative Services for Dental are based on a per member per month (PMPM) model.

CLIN 11 Bx Tiers	Number of Active Veterans
A (Tier 1)	0 – 5,799
B (Tier 2)	5,800 – 6,599
C (Tier 3)	6,600+

CLIN X011CA, Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.

CLIN X011DA, Administrative Fee for Assisted Reproductive Technology (ART) services, including in-vitro fertilization (IVF) is to be invoiced based on Claims paid for an Active Veteran and/or collateral spouse during that billing month.

CLIN X012, Implementation. Upon satisfactory completion of the start-up/implementation milestones identified and accepted in the Contractor’s implementation plan the Contractor shall invoice in accordance with the firm fixed price performance based milestones. CLIN X012 reflects the total lump sum of implementation services; however, the Contractor may not invoice the entire lump sum amount if it fails to meet the implementation milestones in the accepted

implementation plan. These implementation services shall be excluded from other Contractor Administrative Service Fees.

CLIN X013, Data. This CLIN includes all services associated with delivery of data throughout performance and at the end of the contract. This CLIN also includes services to comply with Section G.4 (Data Rights). This CLIN is not separately priced (NSP). See Section F.1 Schedule of Deliverables item 84 for associated deliverables.

CLIN X014, Agreed Upon Procedures Audit. The Contractor will be paid the negotiated price upon completion of the Agreed Upon Procedures audit of payments under the contract and submission of the required deliverable items 59 through 64.

CLIN X015, Healthcare Services Approved Under the Veterans Millennium Health Care Act (MILLBILL) – Section 7.1 directs the Contractor to pend Claims for emergent or Urgent Care and submit a Referral Request in order to obtain an Approved Referral from VA. VA will review and determine if authority exists to return an Approved Referral. Care authorized by VA under the authority of 38 U.S.C. 1725, will be annotated by VA as such and paid by the Contractor at the 70th percentile of CMS rates. The Contractor shall reimburse the CCN provider the lesser of the amount the Veterans is personally liable for or 70% of the applicable CMS rate.

(OPTIONAL) CLIN X016, Appointment Scheduling and Comprehensive Care Coordination

(OPTIONAL) CLIN X016AA, Implementation for Appointment Scheduling and Comprehensive Care Coordination at a VA Facility. Upon satisfactory completion of the implementation services identified and accepted in the Contractor's Appointment Scheduling and Comprehensive Care Coordination Implementation Plan the Contractor shall invoice in accordance with the firm fixed price for implementation. VA will pay the negotiated fixed price for each VA Facility that orders Appointment Scheduling and Comprehensive Care Coordination. The Contractor can earn only one implementation payment per VA Facility during the entire contract.

(OPTIONAL) CLIN X016BA, Implementation for Appointment Scheduling and Comprehensive Care Coordination at the Contractor's Site. Upon satisfactory completion of the implementation services identified and accepted in the Contractor's Appointment Scheduling and Comprehensive Care Coordination Implementation Plan the Contractor shall invoice in accordance with the firm fixed price for implementation. VA will pay the negotiated fixed price. The Contractor can earn only one implementation payment during the entire contract.

(OPTIONAL) CLIN X016Cx, Appointment Scheduling and Comprehensive Care Coordination Administration (optional task). VA will pay the monthly firm fixed price for the tier ordered. When the quantity of unique Approved Referrals that contain CLIN X016Cx exceeds a tier, the subsequent tier may be ordered.

The regional tiers are as follows for Sub CLIN X016Cx:

CLIN X016Cx Tiers	Number of Unique Approved Referrals for a Period of Performance
A (Tier 1)	0 – 331,400
B (Tier 2)	331,401– 773,300
C (Tier 3)	773,301– 1,215,200
D (Tier 4)	1,215,201– 1,657,000
E (Tier 5)	1,657,001 +

(OPTIONAL) CLIN X017, Care Coordination Follow-Up

(OPTIONAL) CLIN X017AA, Implementation for Care Coordination Follow-Up. Upon satisfactory completion of the implementation services identified and accepted in the Contractor's care coordination follow-up plan the Contractor shall invoice in accordance with the firm fixed price for implementation. CLIN X017AA reflects the total lump sum for implementation services; these implementation services shall be excluded from other Contractor Administrative Service Fees.

(OPTIONAL) CLIN X017BA, Care Coordination Follow Up Administration for all Healthcare Services VA will pay the contractor the monthly firm fixed price per Veteran that receives care coordination Follow Up Services.

(OPTIONAL) CLIN X018, Comprehensive Case Management Program

(OPTIONAL) CLIN X018AA, Implementation for Comprehensive Case Management Program. Upon satisfactory completion of the implementation services identified and accepted in the Contractor's comprehensive **case** management plan the Contractor shall invoice in accordance with the firm fixed price for implementation. CLIN X018AA reflects the total lump sum for implementation services; these implementation services shall be excluded from other Contractor Administrative Service Fees.

(OPTIONAL) CLIN X018Bx, Comprehensive Case Management Program Administration is based on a PMPM model. VA will pay the negotiated PMPM price for unique Approved Referrals that contain CLIN X018B and after confirmation that the Veteran is in the Comprehensive Case Management Progress Report. Progression into the subsequent tiers is based upon the number of unique Veterans identified in the Progress Report (Deliverable 5).

CLIN X018Bx Tiers	Number of unique Approved Referrals for a period of performance
A (Tier 1)	0 – 41,000
B (Tier 2)	41,001 - 82,000
C (Tier 3)	82,001+

(OPTIONAL) CLIN X019, Comprehensive Disease Management Program

(OPTIONAL) CLIN X019AA, Implementation for Comprehensive Disease Management. Upon satisfactory completion of the implementation services identified and accepted in the Contractor's comprehensive *disease* management plan the Contractor shall invoice in accordance with the firm fixed price for implementation. CLIN X019AA reflects the total lump sum of implementation services. These implementation services shall be excluded from other Contractor Administrative Service Fees.

(OPTIONAL) CLIN X019Bx, Comprehensive Disease Management Program Administration is based on a PMPM model. VA will pay the negotiated PMPM price for unique Approved Referrals that contain CLIN X019Bx and after confirmation that the Veteran is in the Comprehensive Disease Management Progress Report. Progression into the subsequent tiers is based upon the number of unique Veterans identified in the Progress Report (Deliverable 47).

CLIN X019Bx Tiers	Number of unique Approved Referrals for a period of performance
A (Tier 1)	0 – 41,000
B (Tier 2)	41,001 - 82,000
C (Tier 3)	82,001+

CLIN X020, Assisted Reproductive Technology (ART) Services. The CLIN is to be used for all health care and providers associated with the IVF VA authorization type.

Assisted Reproductive Technology (ART) Services:

The CLIN is to be used pay for ART services. VA has defined four standard episodes of care (SEOC) for ART services for which the Offeror will provide a fixed price, as associated with the following Sub CLIN:

X020UF      Intrauterine insemination (IUI) Female SEOC

X0020UM      Intrauterine insemination (IUI) Male SEOC

X020VF      IVF Female SEOC

X020VM      IVF Male SEOC

An episode of care shall be designated by a primary ART authorization associated with a Veteran and his/her spouse. Note: The number of VA authorizations for Region 4 under a similar contract is shown in attachment AJ. Related administrative services are included under CLIN 11Ax for the Veteran and CLIN 11DA for the Veteran's spouse. Implementation costs should be detailed in the basis of estimate (BOE) for CLIN 12. See the CCN Reg4 Pricing Template, TAB - Episodes of Care, for a definition of the maximum set of services that can fall under a single authorization.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### PERFORMANCE WORK STATEMENT

#### 1.0 GENERAL INFORMATION

##### 1.1 Introduction

Community Care Network (CCN) services and healthcare resources, purchased under the authority of 38 United States Code (U.S.C.) § 8153, "Sharing of Health-care Resources." The Contractor shall provide a network of licensed healthcare providers and practitioners for medical, surgical, complementary and integrative health services (CIHS), durable medical equipment (DME), pharmacy, and dental services. CCNs are the preferred method of obtaining care from CCN providers.

##### 1.2 Background

Department of Veterans Affairs (VA) is committed to providing Veterans with timely, accessible, and high-quality care. VA intends to honor this commitment by improving performance, promoting a positive culture of service, increasing operational effectiveness and accountability, advancing healthcare innovation through research, and training future VA clinicians.

VA recognizes that while the healthcare landscape is constantly changing, VA's unique population and broad geographic demands will continue to require community-based care for Veterans. A Veteran enrolled in the patient enrollment system of VA, established and operated under 38 U.S.C. § 1705, and the Collateral of Veteran (in conjunction with the Veteran's treatment), may receive services under this contract. Healthcare services will be provided in each state as defined in 38 U.S.C. § 101(20).

In June 2018, the United States (U.S.) Congress passed the VA Maintaining Systems and Strengthening Integrated Outside Networks Act of 2018 (MISSION ACT). This legislation consolidates VA's community care programs into a new Veterans Community Care Program that will help to ensure Veterans choose VA by getting them the right care at the right time from the right provider. Veterans and their families, CCN providers, and VA staff can expect ongoing improvements and regular engagement as VA creates this new Community Care Program.

This contract will not be used to acquire services for inherently governmental functions as defined by Federal Acquisition Regulation (FAR) 7.503 or personal services as defined by FAR 37.104. The Contractor will not perform work reserved for performance by Federal employees, and the Government will manage the Contractor consistent with its responsibility to perform all inherently governmental functions and maintain control of its mission and operations in accordance with requirements of Office of Federal Procurement Policy Letter 11-01.

##### 1.3 Scope of Services

The Contractor must provide a CCN per the requirements defined in this Performance Work Statement (PWS).

The Contractor will receive enrollment and eligibility information to include Prior Authorizations provided by VA. The Contractor must establish and maintain a network of high performing licensed



healthcare providers as well as healthcare practitioners capable of delivering patient-centered care. The Contractor must (i) provide exemplary customer service; (ii) monitor and manage quality outcomes; (iii) use data and performance metrics to improve services, and (iv) process and pay Claims in order to enhance Veterans' healthcare experiences. The Contractor shall deliver healthcare services through the use of tools and practices that drive efficiencies, cost savings, and a positive Veteran experience. The Contractor shall serve as a third-party administrator with responsibility to perform the requirements herein.

## **2.0 PROJECT MANAGEMENT**

### **2.1 Post Award Meeting**

Within two weeks after Contract award, the Contractor shall lead a Post Award meeting for the effort to be held with the Government and Contractor representatives. The purpose of the meeting is to do the following:

- Initiate the communication process between the Government and Contractor
  - Introduction of Contractor and Government personnel performing work related to this project,
  - Identification of stakeholder's roles and responsibilities
- A brief overview of project administration and reporting
- Set expectations and discuss agenda for Kickoff meeting

#### **2.1.1 Kickoff Meeting**

The Contractor must participate in a kickoff meeting within thirty (30) days after contract award. The Contractor must create a Kickoff Meeting Presentation describing the details of the approach, for all deliverables and services under this contract as defined in Section 2.2, in accordance with the expectations defined in the Schedule of Deliverables.

During the Kickoff Meeting the Contractor shall explain its approach to achieving the Start of Healthcare Delivery (SHCD) and full Healthcare Delivery (HCD) within the timelines specified. The Contractor shall explain their implementation strategy in detail such that VA stakeholders can provide meaningful feedback.

The Contractor shall present and be prepared to walk through in detail all the deliverables due at the Kickoff Meeting. Those deliverables that are due in draft form at kickoff (See Section F, DELIVERIES OR PERFORMANCE, for details) shall be of sufficient detail to define the full approach such that the deliverables can be presented to and reviewed by VA Contractor Subject Matter Experts (SME) for them to provide real time feedback. The kickoff meeting may include breaking into multiple working groups of VA stakeholders for the various deliverables. The Contractor will coordinate the agenda and need for any working group sessions with the Contracting Officer's Representative (COR) ahead of time to ensure adequate SME participation to present, explain, and collect feedback on all the deliverables.

The Contractor must coordinate with the Contracting Officer (Contracting Officer) to establish dates, location, and agenda for the kickoff meeting. The Contractor must take meeting minutes, which must be provided to VA in accordance with the Schedule of Deliverables.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Kickoff Meeting Presentation
- B. Meeting Minutes

## 2.2 Project Management Plan (Project Plan)

The Contractor shall be responsible for project management and performance of the requirements of this contract. The Contractor must create a Project Plan to be approved by VA to capture all elements of managing the CCN. The Project Plan must be submitted in accordance with the Schedule of Deliverables. As part of the Project Plan, the Contractor must create an Integrated Master Schedule (IMS) that depicts the implementation and deployment of the CCN pursuant to the contract. For inclusion in the Project Plan, the Contractor must:

1. Create and maintain a Work Breakdown Structure (WBS) to a minimum of three (3)-levels to define the activities, tasks, and outcomes.
2. Identify and include all applicable project milestones in the IMS. The Contractor shall identify and document discrete events necessary to complete the project, identify and document the definition of the relationship between and among these events, and determine the expected duration of each event and resources required for each. The Contractor must then create a schedule that depicts this information as a cohesive whole in the IMS. The Contractor must deliver a detailed-level schedule, critical path depiction, and a what-if analysis, with breakouts of subsections for individual groups/teams. When data is provided/entered that creates overall critical path slippage, the Contractor shall notify VA Project Manager within one (1) business day. The notification should occur by email and phone.
3. Ensure that a fully resource-loaded and baselined schedule in Microsoft Project is in place as part of the submission of the initial Project Plan.
4. Generate schedule reports containing the planned versus actual program/project performance against the Project Plan and updated critical path information for the project. The Contractor's schedule reports shall include identification and documentation of project risks that may jeopardize any imminent milestones or the overall project timeline. The reports shall be provided to, and accepted by VA.
5. Create and maintain a Change Control Process Plan. The Change Control Process Plan shall always address any variance from the baseline plan. The Contractor shall always obtain VA approval for all proposed changes to the IMS.
6. Deliver a Project-Level Communications Plan to outline the communications required to manage the overall CCN project. The Contractor must include, as part of the Project Level Communications Plan, an approach to communicating action items and issues that require immediate response.
7. Include reference to, and management approach for, the Continuity of Operations Plan requirements described in Section 18.2 "Continuity of Operations."

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Project Management Plan

### 2.2.1 Implementation Strategy

The Offeror must meet HCD requirements no later than six (6) months after the contract award date. The Contractor must develop an Implementation Strategy to detail how the CCN will be implemented

within the awarded CCN Region. The Implementation Strategy must be submitted in accordance with the Schedule of Deliverables. The Implementation Strategy must outline the strategy for management of the following:

1. VA's Data Access Service (DAS) Integration
2. The provider network, including identification of high performing providers
3. Provider education
4. Credentialing new and existing CCN providers
5. Data exchanges referenced in Section 19.0, "Data Analytics"
6. Claims processing
7. Invoicing for administrative services
8. Customer service
9. Technologies referenced in Section 18.0, "Technology"
10. Transitioning dialysis services from expiring VA contracts
11. Transitioning out (see section 2.8.2)

In addition, the Implementation Strategy must contain a high-level phased implementation schedule to achieve full HCD within the six (6) months after contract award. Contractor must achieve SHCD within ninety (90) days of contract award. For SHCD, the minimum schedule requirement includes full implementation of one (1) VA Urban Site and one (1) VA Rural Site for CCN Region 4. VA CCN Program Manager will approve the selection of the Urban and Rural Site for SHCD. For HCD, the minimum schedule requirement includes full implementation of all sites within the awarded CCN Region. The list provided below is the potential list of sites VA recommends for consideration for SHCD; this does not limit the proposal if other sites are proposed.

Region 4	
Urban	Rural
Portland (648)	Amarillo (504)
Spokane (668)	Fort Harrison (436)

Also, the Implementation Strategy must contain the Contractor's transition plan that includes, but not limited to:

1. Planned transition meetings and schedule
2. Transition execution steps with associated milestones ensuring continuation of healthcare delivery with minimal disruption to Veterans and VA
3. What the Contractor will need from VA to effectively transition

At the kickoff meeting, the Contractor must also provide a listing of its transition team members and team lead. This transition team shall be responsible for coordinating with VA and the incumbent Contractor(s) to identify the documentation, access to personnel (both VA and incumbent Contractor), and system access necessary to begin the process of reaching operating capability for SHCD and full HCD. The Contractor must provide a Twice Monthly Status Report on all activities related to implementation in accordance with the Schedule of Deliverables.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Implementation Strategy

B. Twice Monthly Status Reports (during implementation period)

### 2.2.2 CCN Deployment Plan

The Contractor must create and maintain a deployment strategy to achieve deploying the CCN in Region 4 and begin HCD no later than six (6) months after contract award. Successful deployment of Region 4 must ensure Site operational readiness, provider network adequacy, completed training, and management of risks and mitigation strategies.

The Contractor must develop a CCN Deployment Plan describing the strategy and procedures associated with deploying the CCN in Region 4 by VA Facility, and VA Facility catchment construct identified in Attachment A, “VA Medical Center Catchment Area by CCN Region v2.” The CCN Deployment Plan must be submitted in accordance with the Schedule of Deliverables.

The CCN Deployment Plan must contain details on the Contractor’s method to:

1. Prepare for deployment of CCN
2. Participate in Site readiness planning activities and deployment activities to ensure operational readiness and provider network adequacy
3. Complete training requirements
4. Identify and manage additional documentation proposed by the Contractor supporting CCN Deployment plans
5. Activate provider networks to achieve full HCD
6. Identify, monitor, and manage a series of risks and mitigation strategies specific to CCN deployment

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. CCN Deployment Plan

### 2.3 Risk Management Plan

The Contractor must create and adhere to a Risk Management Plan (RMP), which must consist of risk and issue management processes. The Contractor shall report risks and issues to VA for all CCN activities. In addition, the RMP must describe these impacts and describe measures to either minimize or eliminate the potential impact on the CCN. The Contractor shall submit updated risk responses and actions, to include mitigation strategies, in each Quarterly Progress Report (QPR). The RMP must be submitted in accordance with the Schedule of Deliverables.

The Contractor shall track and manage risks and issues and report them to VA in the Contractor Project Risk Register throughout the period of performance (PoP). In addition, the Contractor shall collaborate with VA to establish the priority, scope, bounds, and resources for managing project risks and issues, and/or assess the courses of action related to them. The Contractor shall inform VA of relevant deliberations and recommendations to mitigate and resolve project risks and issues as they are identified. The Project Risk Register shall be submitted in accordance with the Schedule of Deliverables.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Risk Management Plan
- B. Project Risk Register

## 2.4 Operational Quality and Reporting Requirements

### 2.4.1 Quality Assurance Plan

The Contractor must establish and maintain a Quality Assurance Plan (QAP). The QAP must be submitted in accordance with the Schedule of Deliverables. The Contractor's QAP must demonstrate how the Contractor's performance will adhere to the Quality Assurance Surveillance Plan (QASP) (see Attachment B "Quality Assurance Surveillance Plan (QASP) v2" and Attachment BA, "QASP Performance Requirement Summary v2"). The Contractor shall meet performance targets established by the QASP. To provide for changing quality assurance and quality performance conditions, either VA or the Contractor may request changes to the components of QASP measurement and reporting. VA will utilize the QASP to monitor the quality of the Contractor's performance. The oversight provided for in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. The QASP will be finalized upon award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by VA as necessary and executed upon bilateral agreement with the Contractor. The Contractor shall address all QASP performance metrics and whether the performance threshold missed, met and/or exceeded for each standard in a section entitled: "QASP Summary Report" within its Monthly Progress Report (MPR) (see Section 2.4.2, "Supplemental Project Management Reporting Requirements").

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Quality Assurance Plan

### 2.4.2 Supplemental Project Management Reporting Requirements

The Contractor shall establish and maintain QPRs. The Contractor shall provide the designated VA Project Manager and COR with QPRs in electronic form in Microsoft Word, Project, PowerPoint, or Excel formats as agreed upon with VA. The QPRs shall include:

1. Task Summary – This section includes a high-level summary narrative of the work that is being performed at all levels within the Project Plan.
2. QASP Summary Report – This section shall document the Contractor's performance against the performance metrics identified in the QASP during the reporting period.
3. High Level Schedule Summary – This section reports high-level summary of schedule elements that correspond with the reporting period.
4. Actual Activities for the Preceding Quarter – This section describes the activities performed in the preceding quarter.
5. Planned Activities for the Next Quarter – This section describes the activities planned for the following quarter.
6. High Level Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

These reports shall reflect data as of the last day of the preceding quarter and submitted in accordance with the Schedule of Deliverables. The Contractor shall participate in quarterly Program Management Reviews (PMRs) with VA at VA designated locations to support the presentation of

information contained in the QPR. The Contractor shall utilize Attachment C, “QPR Template v2,” to populate and submit the QPRs.

The Contractor shall create MPRs. The Contractor shall provide VA with an MPR in electronic form in Microsoft Word, PowerPoint, or Excel formats as agreed upon with VA. The Contractor shall utilize Attachment D, “MPR Template v2,” to populate and submit the MPR. The MPR shall include:

1. Task Summary – This section includes a high-level summary narrative of the work that is being performed, both at the Indefinite Delivery/Indefinite Quantity (IDIQ) level and at the Task Order level.
2. QASP Summary Report – This section shall document the Contractor’s performance against the performance metrics identified in the QASP during the reporting period.
3. Schedule Summary – This section reports summary of schedule elements that correspond with the reporting period.
4. Actual Activities for the Preceding Month – This section describes the activities performed in the preceding month.
5. Planned Activities for Next Month – This section describes the activities planned for the following month.
6. Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

The report shall identify any performance problems that arose and a description of how those problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation, including its plan and timeframe for resolving the issue. The Contractor shall keep in communication with VA so issues that arise are transparent to both parties to prevent escalation. The Contractor shall participate in *ad hoc* project related meetings with VA. The MPRs shall reflect the data as of the last day of the preceding month and be submitted in accordance with the Schedule of Deliverables. The MPRs shall identify the sources from which the data are pulled, and include notifications when updates to technical documents are made.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Quarterly Progress Reports
- B. Monthly Progress Reports

## 2.5 CCN Communications Plan

The Contractor must develop a CCN Communications Plan to document the Contractor’s approach to communicating with Community Care stakeholders as approved by VA. The plan must be delivered to VA in accordance with the Schedule of Deliverables.

The CCN Communications Plan must detail the key messages that must be articulated to the Community Care stakeholders, as well as the timing associated with the delivery of those messages. In addition, the CCN Communications Plan must contain the desired outcomes for the communications, as well as the vehicles for communications distribution. Attachment AL, “CCN Stakeholders List v2”, provides the current list of roles that must be included, but not be limited to, in the Communication plan.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. CCN Communications Plan

## 2.6 Accreditation

Except as described in Section 3.7.1, "Credentialing Requirements," healthcare delivery cannot commence until the CCN meets accreditation standards set forth herein. The CCN shall be accredited by a nationally recognized accrediting organization for the healthcare services that are within scope of an accreditation. The Contractor shall ensure that all services, facilities, and CCN providers are in compliance with the accrediting organizations' standards or applicable Federal and State laws, where accreditation is not required, and VA approves, for a service provider prior to serving Veterans under this contract. National certification, in lieu of accreditation, is insufficient to meet this requirement. In the event that this contract and the accrediting organization have different standards for the same activity, the more stringent standard shall apply for the services under this contract. A final determination of the more stringent standard will be made by VA in any instance of uncertainty.

The Contractor shall maintain accreditation, where available, on the following components or programs of the CCN:

1. Provider Network (Section 3.2) or Health Network: Accredited prior to the SHCD, ninety (90) days from date of award. Documentation to be provided prior to the SHCD and no later than ninety (90) days from date of award.
2. Credentialing Process: Documentation to be provided no later than date of award.
3. Medical Administrative Management Process: Documentation to be provided no later than date of award and within thirty (30) days of exercising an option:
  1. Optional Task: Comprehensive Case Management Program Management
  2. Optional Task: Comprehensive Disease Management Program Administration
4. The Contractor must also attest that they are capable of protecting the Government Furnished Information VA data in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Security Rules.

The Contractor shall maintain documentation of all accreditation, certification, credentialing, delegation of credentialing, privileging, and licensing for its accredited components or programs and providers performing services under this contract. The Contractor shall provide a copy of its accreditation documentation in accordance with the Schedule of Deliverables. The Contractor shall notify VA if its accreditation is put on probation, suspended, or revoked within three (3) business days along with a corrective action plan (CAP). VA reserves the right to perform random reviews of the accreditation, certification, credentialing, delegation of certification agreements, privileging/competency measures, and licensing files for the accredited programs and providers within the CCN. The Contractor shall provide access to these files within five (5) business days of notification of such review.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Documentation of Accreditation



## 2.7 Service Organization Control Reporting (SSAE 18)

### 2.7.1 Service Organization Control Reporting Generally

The Contractor must engage an unaffiliated external auditing firm to conduct a Service Organization Controls (SOC) 1, Report on Controls at a Service Organization Relevant to User Entities Internal Control over Financial Reporting, Type 2 Report, in accordance with Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or in accordance with the current guidance issued by the Auditing Standards Board and shall provide VA with a written copy of the SOC 1 Type 2 examination report (the “Prime Report”). The independent auditing firm must have prior experience in conducting SSAE audits. In addition, the Contractor shall provide a written copy of the SOC 1 Type 2 report, completed in accordance with SSAE 18, for any subservice organization (the “Subcontractor Report”). The Prime Reports and Subcontractor Reports shall address the specific services provided by the Contractor to VA under this contract. The current guidance for SSAE 18 was issued in April 2016. Reference:

[https://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/SSAE\\_No\\_18.pdf](https://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/SSAE_No_18.pdf).

This guidance may be updated during the performance of the contract. The Contractor shall comply with updates to SSAE 18 and provide new reports as required by any changes to the updated SSAE guidance.

The Contractor shall engage an unaffiliated external auditing firm to conduct a SOC 2, Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality and Privacy, Type 2 Report, (the “Prime Report”) in accordance with SSAE 18 and Trust Service Principles Criteria. The unaffiliated external auditing firm may be the same firm that provides the SOC 1 Type 2 report. The report must cover all trust principles to include: Security, Availability, Processing Integrity, Confidentiality and Privacy and ensure compliance with the HIPAA under those principles.

### 2.7.2 Service Organization Control Reporting Specifications and Deliverables SOC 1 and SOC 2 Reporting Specifications and Deliverables

VA’s fiscal year begins October 1 and ends on September 30. The Contractor must submit an initial Prime Report and Subcontractor Report (SOC 1, Type 2 and SOC 2 Type 2) for current business and financial operations. The initial report must cover a minimum of nine (9) months from contact award in accordance with the Schedule of Deliverables. Any deviation to the initial report minimum must be approved by VA. Subsequent Prime Reports and Subcontractor Reports shall cover a minimum of 12 months; with a bridge letter covering the gap between the end date of the period covered by the Prime Reports and the end of VA’s fiscal year and be submitted in accordance with the Schedule of Deliverables. Such subsequent reports shall cover the processes outsourced to the Contractor and that align to VA contractual requirements. When a SOC 1 and SOC 2 report covers only a portion of the Federal Government fiscal year (initial and subsequent reports), the Contractor must provide a bridge letter between the end date of the review period of the SOC 1 and SOC 2 and the end of the Federal Government fiscal year.

All Prime Reports and Subcontractor Reports shall clearly indicate the services, systems, and locations covered by the review, as well as the nature and type of control testing performed. The Contractor shall also account for controls over subservice organization (Subcontractor) services and performance. The Contractor shall include a cover letter on all Prime Reports and Subcontractor Reports clearly identifying that the Contractor that is performing services within the scope of the



contract. The cover letter must be addressed to VA and shall summarize the results of the audit and the audit tests performed. The letter shall highlight unusual items, deficiencies, qualifications, and any inconsistencies with professional standards and provide an indication of actions being taken to address, remedy, or mitigate these or other weaknesses noted in the applicable report.

In the event a Prime Report or Subcontractor Report includes any deficiencies material to the Contractor's performance under this contract or relevant to VA's internal controls over financial reporting or operational controls to achieve VA's mission, as determined by VA in its sole discretion, VA will notify the Contractor in writing of the need for a CAP within thirty (30) days of receipt of the Prime Report. The Contractor shall submit the CAP to VA in accordance with the Schedule of Deliverables. The CAP shall describe, in detail, actions that will be taken by the Contractor to resolve the deficiencies and the timeline (begin and end dates) for completing each action. The Contractor shall implement recommendations as suggested by its auditor and the audit report within ninety (90) days from report issuance and shall cure any deficiencies to VA's satisfaction within a reasonable period, but no later than ninety (90) days from report issuance, and at no cost to VA.

The Contractor shall provide a bridge letter in accordance with the Schedule of Deliverables to cover the "gap" between the applicable Prime Report's and Subcontractor's Report period end date and VA's fiscal year end date (September 30).

The Contractor shall address the Bridge Letters to VA from Contractor senior management and shall specify the coverage begin and end dates. The letter shall include Contractor management's assertion that the processes and internal controls that were in effect during the period covered by the applicable Prime Report and Subcontractor Report remain in effect, and/or summarize any material changes in the control environment and the impact to VA. The Bridge Letter shall provide an acknowledgement that it is not a replacement for the actual Prime Report or Subcontractor Report.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. SOC 1, Type 2 – Prime Report
- B. SOC 2, Type 2 – Prime Report
- C. SOC 1, Type 2 – Subcontractor Report
- D. SOC 2, Type 2 – Subcontractor Report
- E. SOC 1 and SOC 2 Bridge Letters as required
- F. Corrective Action Plan

## **2.8 Transition**

### **2.8.1 Reserved**

### **2.8.2 Transition Out**

The Contractor must perform the transition out and residual service tasks below for this contract. Transition out activities require collaboration with a team comprised of VA and/or successor Contractor personnel. The term transition out is related to activities taking place during and after the last option period, in which the Contractor is transferring duties and responsibilities to a VA appointed designee, whether a government entity, another Contractor or a mix of both. Residual services are provided by the Contractor for 12 months after the Contractor's network no longer provides care, but the Contractor continues to process Claims, appeals, grievances, and provide customer service for healthcare that was delivered in the first twelve (12) months of the last option period and in

accordance with existing contract requirements. All parties involved in transition out services must ensure minimal disruption of services to Veterans receiving care and providers delivering care.

Transition activities must include the following:

1. Delivery of a transition plan inclusive of a timeline of major events, key positions responsible for each of the functional areas involved in the transition-out and processing of residual service inventories (e.g., Claims, appeals, grievances, data transfers), and staffing and other resources (e.g. transition project manager, transitions stakeholders).
2. Processing of all open healthcare Claims inventories. (The outgoing Contractor must submit weekly status reports of Claim inventories and phase-out activities to VA beginning the 20<sup>th</sup> calendar day after notification from the Contracting Officer).
3. Providing a current inventory of all Government-owned assets used by the Contractor over the life of the contract along with full support in the reconciliation of the inventory as needed.
4. Providing “shadowing” and other knowledge transfer meetings and opportunities to facilitate the transfer of information, processes, and data needed to continue the services were being performed by the Contractor.
5. Providing current and accurate program management documents.
6. Removal and purging of all non-public or other protected Government Furnished Information from any Contractor owned system, and certification execution.
7. Update of the transition out plan in the last option year of the contract per the direction of the Government, to accommodate updates and the successor/incoming Contractor’s transition in plan.

The list above is not exhaustive. The Contracting Officer may discuss additional items or considerations related to phasing out services prior to exercise of the option. The Contractor will receive a notice in writing signaling the commencement of discussion within 90 days of contract expiration in accordance with FAR 52.237-3 Continuity of Services – (Jan 1991). The services required to transition-Out will only be exercised in the event of a need for an actual transition (e.g. the incumbent is not the successful Offeror for the follow-on contract). Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Transition Out Plan and Update
- B. Weekly status report of Claims inventories and phase-out activities

### **3.0 HIGH PERFORMING NETWORK**

#### **3.1 Network Establishment and Maintenance**

The Contractor must provide a CCN. The CCN shall consist of a comprehensive network of qualified healthcare providers and practitioners to provide services set forth in Section 4.0, “CCN Health Benefit Package.” Additional requirements for the Pharmacy component of the CCN are contained in Section 15.0, “Pharmacy.” Additional requirements for the DME component of the CCN are contained in Section 16.0, “Durable Medical Equipment.” Additional requirements for the Dental component of the CCN are contained in Section 17.0, “Dental.” The Contractor shall maintain a network of providers and practitioners that will extend across the entirety of the CCN Region and shall include the number and types of providers, practitioners, and facilities needed to ensure that all services will be accessible within the network adequacy time frames outlined in this section. Network adequacy will be determined for each VA Facility located in the awarded CCN Region and by specific

categories of care. The Contractor shall utilize two primary factors to achieve network adequacy: (i) geographic accessibility to a CCN provider based on Drive Times, and (ii) Appointment Availability. Where access is inadequate (Drive Time or Appointment Availability) as determined by VA, the Contractor will be required to recruit providers and practitioners currently practicing in that area to participate in the CCN.

The Contractor shall:

1. Ensure that its networks include individual providers, practitioners, and institutional facilities
2. Coordinate with the care and services provided by VA
3. Monitor quality of care
4. Ensure that its networks be adequate in size, scope, and capacity to ensure that Veterans receive timely access to care. Adequacy will be determined by the Contractors ability to meet the network adequacy metrics defined below

The size, scope, and capacity of the CCN shall ensure timely access to care and must be set up in accordance with the minimum standards for each VA Facility Catchment Area found in Tables 1 and 2, except that minimum standards for: (i) CIHS practitioners are set forth in Section 3.2.2, "CCN CIHS Network," (ii) dental providers are set forth in Section 17.1, "Dental Network Adequacy," (iii) pharmacy providers are set forth in Section 15.2, "Urgent/Emergent Prescription Network Adequacy," (iv) Assisted Reproductive Technology (ART) service providers are set forth in Section 4.4, "CCN Assisted Reproductive Technology Services."

**Table 1. Maximum Drive Times**

Drive Times	
Primary Care	
Urban	Thirty (30) minutes
Rural	Forty-five (45) minutes
Highly Rural Location	Sixty (60) minutes
Specialty Care	
Urban	Forty-five (45) minutes
Rural	One hundred (100) minutes
Highly Rural Location	One hundred eighty (180) minutes

\*Note: Drive Times calculations are in Section 3.6, "Network Adequacy Management."

Services from the following providers are excluded from Drive Time standards: telehealth, non-urgent neurosurgery, and cardiothoracic surgery, rheumatology, and dermatology. Contractor shall assure availability of these excluded services within each state of Region 4.

**Table 2. Maximum Appointment Availability Times**

	Emergent	Urgent
Urban	Twenty-four (24) hours	Forty-eight (48) hours
Rural	Twenty-four (24) hours	Forty-eight (48) hours
Highly Rural Location	Twenty-four (24) hours	Forty-eight (48) hours

	Primary Care	Specialty Care
Urban	Thirty (30) days	Thirty (30) days
Rural	Thirty (30) days	Thirty (30) days
Highly Rural Location	Thirty (30) days	Thirty (30) days

\*Note: Appointment Availability calculations are in Section 3.6, “Network Adequacy Management.”

Any deviations from these minimum standards, requests to use telehealth capabilities to meet these standards, shall be requested in writing by the Contractor and submitted to the COR. Written requests shall include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR, and a determination will be provided by the Contracting Officer.

### 3.2 Provider Networks

The Contractor shall be responsible for identifying, contacting, negotiating, and contracting with hospitals, physicians, and other healthcare professionals and practitioners within the awarded CCN Region (see Section 3.5, “CCN Region”). The Contractor may use the prior fiscal year (FY) utilization data available to determine which providers and practitioners should be considered for CCN contracting. VA will provide additional Fiscal Year 2018 (FY18) utilization data after contract award. VA has attached FY15, FY16 and FY17 Summary Demand Data (see Attachment E, “Summary Demand Data v2”) and FY17 Active Veteran counts by CCN Region (see Attachment F, “Projected Active Veterans v2”). Utilization data provided pursuant to this paragraph are not a guarantee of volume of purchases under this contract.

The Contractor shall identify CCN providers by specialty and subspecialty type within the CCN provider listing.

Only VA providers will be delegated authority as Ordering Officials. CCN providers will not be delegated authority as Ordering Officials. For VA providers ordering pharmacy services under this contract, the Contractor will need to be provided with an Approved Referral from the VA provider.

Eligible Veterans are authorized to receive Walk-In care services from CCN providers. Walk-In-Services include episodic care and will not include longitudinal management of conditions, therefore will not be continuous interaction between the Walk-In-Services provider and the Eligible Veteran. Walk-In care services encompass services provided at Centers of Medicare and Medicaid Services (CMS) Place of Service code 17 and 20. The Contractor will educate the CCN providers that Walk-In Claims must follow the Claims procedures established for urgent and emergent Claims in Section 7.

### 3.2.1 CCN Healthcare Services Network

The Contractor must ensure CCN always be composed of a comprehensive network of licensed healthcare providers, unless licensure is not applicable to such providers, to deliver the services identified in Section 4.1, “CCN Healthcare Services,” and to meet the network adequacy standards in Section 3.1, “Network Establishment and Maintenance.” The Contractor shall make every reasonable attempt to include Tribal Health Services (THS), Academic Teaching Facilities and Federally Qualified Healthcare Centers (FQHC) as part of the CCN Healthcare Services Network. VA will provide a list of THS and Academic Affiliate organizations to the Contractor within thirty (30) days after award. The Contractor must annotate THS, Academic Affiliates, and FQHC on their provider listing.

The Contractor shall make every reasonable attempt to enroll providers that have and do currently accept Veteran referrals from VA.

The Contractor shall ensure the CCN Healthcare Services Network is accredited pursuant to Section 2.6, “Accreditation.”

### 3.2.2 CCN Complementary and Integrative Healthcare Services Network

The Contractor shall provide access to a CCN CIHS Network. The Contractor must ensure the CCN CIHS Network is always composed of a comprehensive network of practitioners to deliver the services identified in Section 4.2, “CCN Complementary and Integrative Healthcare Services,” and meet the minimum network adequacy standards for each VA Facility service area set forth in Tables 3 and 4.

**Table 3. Maximum Drive Times**

Drive Times	
Urban	Forty-five (45) Minutes
Rural	One Hundred (100) Minutes
Highly Rural Location	One Hundred Eighty (180) Minutes

\*Note: Drive Times calculations are in Section 3.6, “Network Adequacy Management.”

**Table 4. Maximum Appointment Availability Times**

Appointment Availability	
Urban	70% of Veterans have appointment availability within Thirty (30) days
Rural	70% of Veterans have appointment availability within Thirty (30) days
Highly Rural Location	70% of Veterans have appointment availability within Thirty (30) days

\*Note: Appointment Availability calculations are in Section 3.6, “Network Adequacy Management.”

Any deviations from these minimum standards, or requests to use telehealth capabilities to meet these standards, shall be requested in writing by the Contractor and submitted to the COR. Written requests shall include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR, and a determination will be provided by the Contracting Officer.

The Contractor must include the CCN CIHS network adequacy in the Network Adequacy Plan that specifies the Contractor’s specific processes and requirements for identifying and contracting with CCN CIHS Network practitioners to participate in the CCN CIHS Network in accordance with the applicable requirements set forth in this contract. The Network Adequacy Plan must identify each CCN CIHS Network practitioner type and the corresponding policies, regulations, and licensure and certification requirements that will be used to define a CCN CIHS Network practitioner’s scope of practice and determine whether to include a CCN CIHS Network practitioner in the CCN CIHS Network.

The Contractor shall confirm that CCN CIHS practitioners are credentialed in accordance with requirements set forth by national certifying boards or state certification and/or licensure.

### **3.3 Out-of-Network Providers**

The Contractor shall instruct out of network providers to submit healthcare Claims directly to VA, following VA Claims submission procedures. Notifications to out-of-network providers shall include a reminder to have them submit supporting medical documentation with Claims submission.

### **3.4 Identification of High-Performing Providers**

The Contractor will assist VA with the development of CCN Healthcare Services Network Quality and Performance Criteria during implementation. Attachment G, “CCN Healthcare Services Network Quality and Performance Criteria Template v2” references quality and performance metrics VA has prioritized; however, the thresholds and additional metrics will be determined during implementation based on the Contractors industry best practice and through further metric analysis by VA.

The Contractor must provide CCN providers with the Quality and Performance Criteria agreed to by VA in accordance with the Schedule of Deliverables. For purposes of identifying and designating a CCN provider as described in this section, the Contractor may provide additional internal provider

performance data along with publicly available performance data that are applicable to that provider. The Contractor shall monitor and review the performance of CCN providers and take corrective action when necessary.

The Contractor must provide high performing provider quality and performance data to VA as specified by VA, but no less than quarterly.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. CCN Healthcare Services Network Quality and Performance Criteria Template
- B. High Performing Provider Quality and Performance Data

### 3.4.1 Institutional Providers

The Contractor shall identify and designate high performing CCN Healthcare Services Network institutional providers as Centers of Excellence (CoE) in their provider file. Any designation of an institution as a CoE shall be based on the Healthcare Services Network Quality and Performance Criteria Thresholds as agreed to by VA, as referenced in Section 3.4, "Identification of High Performing Providers." The Contractor shall provide the CoE designation in all provider data transmitted to VA.

### 3.4.2 Group Practice Providers

Group Practice Providers. The Contractor shall identify and designate CCN Healthcare Services Network group practice providers as high performing providers based on the combined group practice performance against the CCN Healthcare Services Network Quality and Performance Criteria Thresholds agreed to by VA, as referenced in Section 3.4, "Identification of High Performing Providers." The Contractor shall provide the high performing provider designation in all provider data transmitted to VA.

### 3.4.3 Individual Providers - CCN

The Contractor shall identify and designate CCN Healthcare Services Network individual providers as high performing providers based on the individual provider's performance against the CCN Healthcare Services Network Quality and Performance Criteria Thresholds agreed to by VA, as referenced in Section 3.4, "Identification of High Performing Providers." The Contractor shall provide the high performing provider designation in all provider data transmitted to VA.

The Contractor shall make available American Medical Association guidelines for assessing a patient's military experience and duty assignments. The Contractor must ensure all CCN Veteran care providers will have access to accredited training developed by VA.



### 3.5 CCN Region

For the purposes of this contract, the CCN Region 4 is as follows:

**Table 5. VA CCN Region**

CCN Region 4
Arizona
California
Colorado
Hawaii
Idaho
Montana
Nevada
New Mexico
Oregon
Texas
Utah
Washington
Wyoming

### 3.6 Network Adequacy Management

The Contractor must detail the approach for creating and maintaining an adequate CCN in a Network Adequacy Plan. The Contractor shall address all network adequacy requirements under the CCN; the CCN Healthcare Services Network, the CCN CIHS Network (per requirements in Section 3.2.2), dental, and pharmacy within the Network Adequacy Plan. The Contractor must ensure the CCN is always customized for each VA Facility Catchment area per Attachment A, "VA Medical Center Catchment Area by CCN Region v2." The Contractor must obtain approval of the Network Adequacy Plan from VA in accordance with the Schedule of Deliverables.

The Contractor shall monitor CCN performance against the network adequacy standards set forth in Section 3.1, "Network Establishment and Maintenance," as part of the Network Adequacy Plan. The Contractor shall provide Network Adequacy Performance Reports in accordance with the Schedule of Deliverables. The Contractor shall record performance, including any performance deficiencies, and



submit the performance record as part of a Network Adequacy Performance Report to VA utilizing DAS (see Attachment U, “Data Specification v2” (tab 1-Netdgnwork Adequacy Geo Access 2018), see section 18.4). Network adequacy performance is measured independently for Urban, Rural, and Highly Rural Location. The Network Adequacy Performance Reports shall include the following elements for the CCN Healthcare Services Network, CCN CIHS Network, dental, and pharmacy: (i) average Drive Time, calculated per Claim received and calculated using Bing Maps or other geo-mapping utility approved by VA based on the distance between Veteran address and the rendering provider’s physical address without factoring in allocations for traffic conditions; (ii) average Appointment Availability to evaluate wait times, calculated using the date the referral is sent to CCN provider from VA and actual appointment date on the first Claim associated with that referral; (iii) any further analysis that takes into consideration any rescheduled, cancelled, or missed appointments and/or Veteran or CCN provider complaint data received regarding Drive Time or Appointment Availability standards; (iv) any gaps in network adequacy for average Drive Time and Appointment Availability, categorized by healthcare service category and geographic location to include an Urban, Rural, or Highly Rural Location indicator; and (v) documentation of rescheduled, cancelled, or missed appointments. The Contractor shall develop and submit to VA a Network Adequacy CAP for Contractor resolution of any performance deficiencies identified by the Contractor or VA in accordance with the Schedule of Deliverables. The Contractor’s Network Adequacy CAPs shall include the reason(s) for the performance deficiency and timeline for the Contractor to correct the deficiency. The Contractor’s Network Adequacy CAP is to be submitted using DAS, and in accordance with the Schedule of Deliverables.

The Contractor shall conduct monthly network adequacy meetings with VA stakeholders at the direction of Veterans Integrated Service Network (VISN) leadership, with at least one meeting a quarter being face-to-face (at a location to be determined by VA). These meetings will focus on the evaluation of network performance, anticipated changes in network demand, and to review the deliverables listed in Section 3.6, “Network Adequacy Management.” The Contractor shall prioritize VA capacity needs to meet network adequacy requirements. VA and the Contractor maintain the ability to request *ad hoc* meetings to discuss identified issues. Any such *ad hoc* meetings shall be unlimited until full HCD is reached; then limited to no more than two (2) times per month for each additional option period. VA and the Contractor may mutually agree to an alternate schedule of meetings once full HCD is achieved.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Network Adequacy Plan
- B. Network Adequacy Performance Report
- C. Network Adequacy CAP

### 3.7 Credentialing

#### 3.7.1 Credentialing Requirements

The Contractor shall confirm that CCN Healthcare Services Network providers and facilities (medical, dental; not to include pharmacy and DME) are credentialed and/or accredited in accordance with the requirements set forth by the nationally recognized accrediting organization for the Contractor’s

credentialing program unless the accrediting organization's standards are not applicable to such services, facilities and providers.

The Contractor shall confirm that all services, facilities, and providers are in compliance with all applicable federal and state regulatory requirements. Any provider on the U.S. Department of Health and Human Services (HHS) Office of Inspector General (OIG) exclusionary list shall be prohibited from network participation. See: <http://oig.hhs.gov/exclusions/index.asp> for further details.

In accordance with requirements outlined in the OIG's Compliance Program Guidance for Hospitals (<https://oig.hhs.gov/compliance/compliance-guidance/index.asp>), the Contractor shall confirm that all services, facilities, and providers, as applicable, have a compliance program in place that includes the seven (7) elements of an effective compliance program:

1. Conducting internal monitoring and auditing
2. Implementing compliance and practice standards
3. Designating a Compliance Officer or contact
4. Conducting appropriate training and education
5. Responding appropriately to detected offenses and developing corrective action
6. Developing open lines of communication
7. Enforcing disciplinary standards through well-publicized guidelines

VA will recognize and accept the credentials and qualification of VA current Third-Party Administrator's Patient Centered Community Care (PC3) providers to allow for a seamless transition between contracts. After the lesser of "Start Health Care Delivery (up to 180 days from contract award) or if their license expires or are excluded onto the List of Excluded Individuals and Entities (LEIE). It is at the Contractor's discretion to determine the allowance/feasibility of leveraging this clause to remain in compliance with their network credentialing requirements. VA will send a list of providers eligible for the interim credentialing, and the process for notifying VA of utilizing this clause will be determined during implementation.

The Contractor shall be responsible for ensuring that CCN providers, who have no national accrediting organization standards for their specialty requirement must provide the following minimum documentation:

1. Proof of identity by obtaining a government issued photo identification and I-9 documentation;
2. Education and training, if applicable (unskilled home health excluded);
3. Have an active, unrestricted license in the state in which the service is performed, if applicable (unskilled home health excluded);
4. Have a current National Provider Identifier (NPI) number, if applicable (unskilled home health excluded);
5. Tax Identification Number;
6. Maintain professional liability insurance in an amount in accordance with the laws of the state in which the care is provided;
7. Have a Drug Enforcement Agency (DEA) number, if they prescribe controlled substances;
8. Work History;
9. Criminal Background Disclosure;
10. Professional References; and
11. Operate within the scope of their license.

The Contractor is required to only verify primary source elements required by their National Network Accreditation body (e.g. Utilization Review Accreditation Commission (URAC), National Committee for Quality Assurance (NCQA), and be specified in their credentialing plan. Credentialing must be performed at a minimum on once every three years. The accreditation requirement may be waived at the direction by the Contracting Officer, who will coordinate with the Contractor and facility and the CCN Program Office for facilities that do not have a preexisting requirement for accreditation because of federal and/or state requirements. For cases in which this requirement is waived, the Contractor shall note the omission and submit proposed alternative qualification standards to ensure a like standard of quality to the Contracting Officer and COR.

The Contractor shall ensure that all inpatient facilities maintain Joint Commission accreditation or accreditation by the Accreditation Association for Hospitals/Health Systems (AAHHS), when applicable. The Contractor shall ensure that rehabilitation facilities maintain accreditation with Commission on Accreditation of Rehabilitation Facilities (CARF), at a minimum. Rehabilitation facilities who maintain a Joint Commission accreditation are not required to maintain a CARF accreditation as well.

The Contractor shall confirm that all CCN CIHS Network practitioners are in compliance with all applicable federal and state laws, statutes, and regulatory requirements. The Contractor shall confirm if a CCN CIHS Network practitioner's practice area provides for certification and/or licensure. If so, then the CCN CIHS Network practitioner shall hold such certification and/or license.

If a CCN provider is or has been licensed, registered, or certified in more than one state, the Contractor shall confirm that the provider certifies that none of those states has terminated such license, registration, or certification for cause, and that the provider has not involuntarily relinquished such license, registration, or certification in any of those states after being notified in writing by that state of potential termination for cause.

The Contractor shall notify VA and take necessary actions to remove any CCN provider if any state in which the provider is licensed, registered, or certified, terminates such license, registration, or certification for cause. The Contractor shall notify VA of any action against the provider's state license immediately in writing.

The Contractor shall confirm that the CCN provider network does not include providers identified by VA who have had a previous relationship with VA and were determined to be unsuitable to treat Veterans. VA will send a list of providers prior to SHCD and a process frequency and notification will be determined during implementation.

The Contractor shall report in writing, as soon as possible, but not later than fifteen (15) days after the Contractor is notified, to the Contracting Officer/COR (via email) and the Contractor's credentialing committee, the loss of or other adverse impact to a CCN provider's certification, credentialing, privileging, or licensing. Loss of facility accreditation status shall be reported as soon as the Contractor is notified. The report shall contain information detailing the reasons for and circumstances related to the loss or adverse impact. The report shall be sent to the Contracting Officer and COR. The Contractor may submit a request with supporting rationale for the re-listing of such provider/facility.

The Contractor shall provide an annual attestation, in accordance with the Schedule of Deliverables, certifying that all accreditation, certification, credentialing, privileging/competency measures,

delegation of credentialing agreements and licensing requirements required under this contract are met for CCN providers performing services under this contract.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Documentation of Accreditation/Annual Attestation

## **4.0 CCN HEALTH BENEFIT PACKAGE**

### **4.1 CCN Healthcare Services**

The Contractor shall include CCN Healthcare Services as described in 38 Code of Federal Regulations (C.F.R.) § 17.38 as part of the services provided under this contract. Table 6 includes some of the benefits covered. Refer to the current C.F.R. for the complete list of benefits.

**Table 6. Benefits Covered**

Health Benefit	Coverage
<p data-bbox="228 258 781 289">Basic Medical Benefits Package, includes:</p> <ul style="list-style-type: none"> <li data-bbox="277 325 537 357">• Preventive Care</li> <li data-bbox="277 392 834 424">• Comprehensive Rehabilitative Services</li> <li data-bbox="277 459 553 491">• Hospital Services</li> <li data-bbox="277 527 558 558">• Ancillary Services</li> <li data-bbox="277 594 867 667">• Behavioral Health (to include professional counseling)</li> <li data-bbox="277 703 542 735">• Residential Care</li> <li data-bbox="277 770 850 802">• Home Healthcare (Skilled and Unskilled)</li> <li data-bbox="277 837 737 869">• Hospice/Palliative Care/Respite</li> <li data-bbox="277 905 883 1087">• Geriatrics (Noninstitutionalized extended care services, including but not limited to non-institutional geriatric evaluation, non-institutional adult day health care, and non-institutional respite care)</li> <li data-bbox="277 1123 834 1197">• Outpatient Diagnostic and Treatment Services (including laboratory services)</li> <li data-bbox="277 1232 786 1306">• Inpatient Diagnostic and Treatment Services</li> <li data-bbox="277 1341 623 1373">• Long Term Acute Care</li> <li data-bbox="277 1409 493 1440">• Acupuncture</li> <li data-bbox="277 1476 721 1507">• Maternity and Women's Health</li> <li data-bbox="277 1543 461 1575">• Telehealth</li> <li data-bbox="277 1610 672 1642">• Chronic Dialysis Treatment</li> <li data-bbox="277 1677 899 1751">• Assisted Reproductive Technology services (ART)</li> </ul>	<p data-bbox="943 258 1203 289">All Eligible Veterans</p>

Skilled Nursing Facility Care	Limitation of rehab services not to exceed 100 days per calendar year
Pharmacy	All Eligible Veterans; Contractor shall provide pharmacy services only for urgent and emergent prescriptions
Dental	Requires special eligibility (see Section 17.0, "Dental")
Emergent Care	Under certain conditions pursuant to 38 C.F.R. § 17.52(a)(3), 17.53, 17.54, and 17.120-17.132
DME, Medical Devices, Orthotic, and Prosthetic Items	Contractor shall provide DME, Medical Devices, Orthotic, and Prosthetic Items for only urgent and emergent prescriptions for Eligible Veterans or otherwise specified in Section 16.0
Reconstructive Surgery	Under certain conditions pursuant to 38 C.F.R. § 17.38
Immunizations	Under certain conditions pursuant to 38 C.F.R. § 17.38
Implants	When provided as part of an authorized surgical or medical procedure
Urgent Care	Under certain conditions pursuant to 38 C.F.R. § 17.52(a)(3), 17.53, 17.54 and 17.120-17.132
In Vitro Fertilization (IVF)	Under certain conditions pursuant to 38 C.F.R. § 17.380
Walk-In Care	Under certain conditions pursuant to C.F.R. 1725A(h)

Note: CCN Healthcare Services shall include rehabilitative services/therapies provided by non-licensed practitioners (e.g., blind and low vision rehabilitation services, driver rehabilitation services, and recreational therapy).

#### 4.1.1 CCN Healthcare Service Exceptions

CCN Healthcare Service Exceptions are services that are covered by VA Health Benefit Package pursuant to 38 C.F.R. § 17.38 or otherwise provided by VA but must not be provided under this contract. The Contractor will not be reimbursed for the Administrative Fees or the Cost of Medical Care if any services for the following items are provided to an Active Veteran:

1. Beneficiary travel
2. Medical and rehabilitative evaluation for artificial limbs and specialized devices such as adaptive sports and recreational equipment
3. Nursing home care including state Veterans' Home per diem
4. Home deliveries
5. Ambulance services (ambulance services shall be referred directly to VA for payment consideration)
6. Yoga and services included on CIH Directive List 2

#### 4.2 CCN Complementary and Integrative Healthcare Services

The Contractor shall provide the following CCN CIHS and require all practitioners to submit Claims using the appropriate Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code. If a CPT or HCPCS code is unavailable, the CCN CIHS Network practitioner shall use VA National Clinic List Codes identified in Table 7 as CPT codes or HCPCS codes.

**Table 7. VA National Clinic List Codes**

VA National Clinic List Code	Name	Coverage
BIOF	Biofeedback	Under certain conditions pursuant to 38 C.F.R. § 17.38
HYPN	Hypnotherapy	
MSGT	Massage Therapy	
NAHL	Native American Healing	
RLXT	Relaxation Techniques (e.g., meditation, guided imagery)	
TAIC	Tai Chi	

#### 4.3 Excluded CCN Healthcare Services

Excluded CCN Healthcare Services are services not covered by the CCN Health Benefit Package pursuant to 38 C.F.R. § 17.38. The Contractor shall exclude the following healthcare services from the CCN Health Benefit Package:

1. Abortion or abortion counseling
2. Drugs, biologicals, and MD not approved by the Food and Drug Administration (FDA) unless used under approved clinical research trials
3. Gender alteration surgeries; however, medically indicated diagnostic testing or treatments related to gender alterations are covered benefits
4. Hospital and outpatient care for a Veteran who is either a patient or inmate in an institution of another Government agency if that agency has a duty to give the care or services
5. Membership in spas or health clubs
6. Out-of-network services

#### 4.4 CCN Assisted Reproductive Technology Services

The Contractor shall include services for ART services, including IVF. Fertility services may include the following:

1. Stimulation of ovulation
2. Monitoring of ovulation stimulation
3. Oocyte retrieval laboratory studies
4. Embryo assessment and transfer
5. Luteal phase support
6. Embryo cryopreservation
7. Cryopreservation of sperm, oocytes if medically indicated

VA has provided data that reflects the Region 4 total number of authorizations and unique Veterans for the ART/IVF Category of Care for FY 17 in Attachment AJ, “ART-IVF Volumes v2” and Attachment AM “ART-IVF Standard Episodes of Care v2”.

**Table 8. ART Maximum Drive Times**

Drive Times	
Urban	Within ninety (90) minutes
Rural	Within one hundred eighty (180) minutes
Highly Rural	Within one hundred eighty (180) minutes

\*Note: Drive Times calculations are in Section 3.6, “Network Adequacy Management.”

**Table 9. ART Maximum Appointment Availability Times**

ART Appointment Availability	
Urban	Sixty (60) days
Rural	Sixty (60) days
Highly Rural Location	Sixty (60) days

#### 5.0 ELIGIBILITY

The Contractor is not responsible for eligibility determinations. The Contractor may apply demographic and administrative data in its administration of benefits (e.g. flu shots). See section 18.5. “Provider Data Transfer.”



## 6.0 CUSTOMER SERVICE

The Contractor must establish and maintain customer service capabilities in support of the CCN. These capabilities, detailed in Sections 6.1-6.8, must include:

1. Establishing and maintaining metrics for Contractor-maintained call center functionality for handling VA and CCN provider calls
2. Staffing and supporting call centers functionality in compliance with the standards established
3. Managing complaints and grievances based on established procedures
4. Providing monthly reporting to VA and maintaining communication between VA and the Contractor on performance in all areas of customer service
5. Managing correspondence, including Congressional and VA inquiries

### 6.1 Contractor VA Support Call Center Functions

The Contractor must establish and maintain a Contractor VA Support Call Center. The Contractor VA Support Call Center will address inquiries made by VA staff regarding information such as, but not limited to, CCN provider availability, confirm receipt of Veteran referral/authorization status, retail pharmacy, Claim status, Veteran Complaints and Grievances, and Congressional and VA inquiries. The Contractor VA Support Call Center shall manage calls received from VA staff and its representatives.

The Contractor VA Support Call Center shall include, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging. The call center shall operate from 8AM to 6PM, Monday through Friday, excluding Federal holidays, in all the local time zones within Region 4.

The Contractor shall provide an escalation process for VA Community Care Contact Centers to facilitate prompt resolution of customer service issues. The Contractor shall provide VA Community Care Contact Center employees access to appropriate staff who can resolve Veteran or CCN provider issues that cannot be resolved without its support. This occurrence is considered an escalation of an issue. The Contractor shall provide VA a unique toll-free phone number, different from the toll-free line listed above, that connects directly to a Contractor representative bypassing any Interactive Voice Response (IVR), queue, or routing, so that VA Community Care Contact Center can Warm Transfer VA staff assisting a Veteran or a CCN provider immediately to the appropriate Contractor customer service representative. VA Community Care Contact Center staff will address Adverse Credit Reporting (ACR) for CCN Region 4.

The Contractor must have call center capabilities available for initial testing by VA no later than sixty days prior to the SHCD and demonstrate, at a minimum, that:

- Appropriate toll-free lines have been established
- A caller can call in to the lines and be routed to the correct call center representative
- Electronic messaging is available
- Website capabilities are available and functioning
- Support for English and Spanish speaking and hearing/vision impaired callers is available both telephonically and online
- Warm Transfer capabilities are available

Successful operation of VA Support Call Center must be complete and must be accepted by VA thirty days prior to the SHCD. The Contractor shall develop training documents and response scripts and provide to VA for review and approval in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. VA Support Call Center Training Documents and Response Scripts

## 6.2 CCN Provider Call Center Function

The Contractor must establish and maintain a CCN Provider Call Center that includes, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging, and operates from 8AM to 6PM Monday through Friday, excluding Federal holidays, in the local time zones for all of Region 4, to respond to online and telephonic inquiries from CCN providers related to the following categories:

1. Claims Status
2. Claims Issues
3. Pharmacy
4. DME, Medical Devices, and Orthotic and Prosthetic Items
5. Provider Enrollment
6. Complaints
7. Benefits Issues

The Contractor's CCN Provider Call Center shall have a prompt on its provider call center number for Referrals that immediately routes to VA Community Care Contact Center.

The Contractor shall provide access to customer service via Electronic Messaging. Telephonic and electronic message inquiries shall be addressed in a timely, accurate, and consistent manner. Telephonic and electronic message services shall be fully accessible to callers including support for hearing-impaired and Spanish speaking persons.

The Contractor must have call center capabilities available for initial testing by VA no later than sixty (60) days prior to the SHCD and demonstrate, at a minimum, that:

- Appropriate toll-free lines have been established
- A caller can call in to the lines and be routed to the right call center representative
- Electronic messaging is available
- Website capabilities are available and functioning
- Support for English and Spanish speaking and hearing/vision impaired callers is available both telephonically and online
- Warm Transfer capabilities are available

Successful operation of the CCN Provider Call Center must be complete and must be accepted by VA thirty (30) days prior to the SHCD. The Contractor must develop training documents and response scripts and provide to VA for review and approval in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

**A. CCN Provider Call Center Training Documents and Response Scripts****6.3 Reserved****6.4 Contractor Customer Service Technology**

The Contractor shall maintain a website/online service, in accordance with VA Directive and Handbook 6102, for VA personnel, and CCN providers related to, at a minimum, the following capabilities: access via a link to VA master provider directory search function (to include both VA and CCN providers as well as location, specialty, and name searches), Claims, information on the appeals and grievance processes, and provider manual. The Contractor website services must be limited to data available in the Contractor data systems. Details for this requirement are described further in Section 18.8, "Contractor Self Service Website." The Contractor shall educate the CCN provider to access VA's Community Care Provider Portal for Customer Service Inquiries related to Referral and Prior Authorization status.

The Contractor shall provide website Service Availability 99.9 percent of the time, measured monthly. The Contractor shall create and provide customer service technology availability statistics to VA monthly as part of the deliverable referenced in Section 6.8, "Call Center Operations and Customer Service Technology Performance Requirements and Metrics." The Customer Service Availability statistics shall calculate the service's unavailability for each calendar month. Calculation of Service unavailability is the number of available minutes in a calendar month vs. the number of Unavailable minutes and will not include any time the service is unavailable due to scheduled maintenance.

The Contractor shall notify the Contracting Officer and COR of scheduled system maintenance at least two (2) weeks in advance. The system maintenance notification shall include the system(s) affected, changes that will occur, and the date/time the changes will be in effect. The Contractor shall schedule system maintenance during the standard maintenance windows provided by VA. For unscheduled system maintenance, unscheduled downtime, unexpected interruption to web/online services, and call center functionality, the Contractor shall notify VA immediately (within one [1] hour of being alerted of an issue). Such notification shall be electronic via an agreed upon process with VA.

When unscheduled downtime occurs for more than one (1) cumulative hour in any given twenty-four (24) hour period, VA may request that the Contractor conduct a Root Cause Analysis. The Contractor shall complete such analysis and provide its findings and recommended corrective actions to the COR within ten (10) days of the request. The Contractor shall provide the COR with a schedule to resolve any identified issues within two (2) days of completion of the Root Cause Analysis.

**6.5 Veteran Complaints and Grievances and Customer Service Procedure**

The Contractor will develop a process to accept and report clinical grievances and appeals received by Veterans.

The Contractor shall forward all Veteran disputes, complaints, grievances and appeals received to VA within two (2) business days of receipt. The Contractor shall provide VA relevant background information regarding the complaint or grievance within three (3) business days of the notification to VA.

VA reserves the right to request supplemental information relating to Veteran complaints and grievances and customer service at any time. When VA requests information from the Contractor, the Contractor shall confirm receipt of the request within one (1) business day. Notification of receipt can be accomplished electronically via an agreed-upon mechanism with VA. The Contractor shall provide the full written response within five (5) business days or within a timeframe as agreed to by the Contractor and VA. A full response shall consist of a description of the issue, actions taken to resolve the issue, and the final resolution to the issue. The written response shall include copies of any and all documentation on file with the Contractor.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. CCN Veteran Complaints and Grievances Process

## 6.6 Congressional and VA Inquiries

The Contractor must establish a point of contact (POC) for Congressional inquiries and VA inquiries. The Contractor shall forward to VA all inquiries received directly by the Contractor from a Congressional office, and a copy of the full written response back to the Congressional office, within five (5) business days of an inquiry.

VA reserves the right to request information relating to customer service at any time. When VA requests supplemental information from the Contractor, the Contractor shall confirm receipt of the request within one (1) business day. Notification of receipt can be accomplished electronically via an agreed-upon mechanism with VA. The Contractor shall provide the full written response within five (5) business days of VA's request. A full response shall consist of a description of the issue, actions taken to resolve the issue, and the final resolution to the issue. The written response shall include copies of any and all responses to the Congressional representative, Veteran, or other involved party.

## 6.7 CCN Provider Satisfaction Surveys

The Contractor shall conduct CCN Provider Satisfaction Surveys in accordance with the Schedule of Deliverables. VA will provide the content and format for these surveys. At the end of each quarter, the Contractor shall survey all CCN providers who submitted a Claim in that quarter. The initial CCN Provider Satisfaction Surveys shall be distributed at the end of the first quarter following SHCD. Subsequent CCN Provider Satisfaction Surveys shall be distributed quarterly thereafter. For each distributed set of CCN Provider Satisfaction Surveys, the Contractor shall report to VA the results of such surveys sixty (60) days following conclusion of the survey quarter. The CCN Provider Satisfaction Survey results are to be submitted electronically in approved format by Contracting Officer/COR.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. CCN Provider Satisfaction Survey Results

## 6.8 Call Center Operations and Customer Service Technology Performance Requirements and Metrics

The Contractor's customer service capabilities identified in Section 6.0, "Customer Service," shall comply with the following:

**Table 10. Customer Service Capabilities**

Customer Service Capabilities	
Metric	Performance Rate
Blockage Rate	Less than 5%
Call Abandonment Rates	5% or less
Average Speed of Answer	Thirty (30) Seconds or less
First Call Resolution	85% or higher

The Contractor must provide a Contractor Call Center Operations and Customer Service Technology Performance Report in accordance with the Schedule of Deliverables. The report shall include detailed information in the following metrics:

1. Blockage Rates
2. Call Abandonment Rates
3. Average Speed of Answer
4. First Call Resolution
5. Acknowledgement to VA of Receipt of Inquiry
6. Veteran Complaints and Grievances Receipt and Notification
7. VA Inquiries Receipt and Response
8. Congressional Inquiries Receipt and Response
9. Customer Service Technology Availability Statistics

The Contractor shall provide a monthly report summarizing all call center inquiries, performance metrics, open issues, and trends. The Contractor shall also include, in each monthly report, summary information on all Veteran complaints and grievances received and responded to, all Congressional and VA inquiries received and responded to, results from all CCN Provider Satisfaction Surveys, and customer service technology availability statistics. The Contractor Call Center Operations and Customer Service Technology Performance Report is to be submitted electronically using DAS. (see Attachment U, "Data Specification v2" (tab 4-CS Technology Report 2018).

The Contractor shall meet with VA quarterly at VA designated locations as part of the established PMR referenced in Section 2.4.2 of the PWS. During these quarterly PMR meetings, the Contractor shall review contract performance metrics related to current customer services activities, call center performance metrics, and CCN Provider Satisfaction Survey results to maintain an effective customer

service relationship between the Contractor and VA. Additional meetings related to customer service activities may be requested at the discretion of VA, if needed.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Contractor Call Center Operations and Customer Service Technology Performance Report

## **7.0 REFERRALS AND PRIOR AUTHORIZATION**

All services require an Approved Referral or task order from VA with limited exception as outlined below. (See Ordering Instructions for additional details) Approved Referrals from VA will authorize a specific Standardized Episode of Care (SEOC) as it relates to a specified number of visits and/or services related to a plan of care and will not be approved to exceed one (1) year. When Approved Referrals result in urgent and emergent prescriptions meeting the requirements in Section 15.0, "Pharmacy," and urgent and emergent prescriptions for DME, Medical Devices, and orthotic and prosthetic items meeting the requirements in Section 16.0, "Durable Medical Equipment," those supplies and services are also authorized as part of the Standard Episode of Care. VA will provide SEOC tables to the Contractor during contract implementation, and as material changes occur by VA, but no less often than annually. The Contractor will have thirty (30) days to implement the updates to the revised SEOC tables provided by VA.

VA will send a copy of all referral and authorization data to the Contractor. The Contractor shall maintain Approved Referral/authorization number in its system for Claims adjudication and customer service report. VA will also provide the Contractor optional read-only access to referral and authorization information through VA's Community Care Provider Portal. It is the expectation of VA that the Contractor will use this access to referral and authorization data to process all Claims in a timely manner.

Veterans may seek initial outpatient behavioral health Services from a CCN provider without an Approved Referral or Prior Authorization prior to the visit. Once the initial outpatient behavioral health visit has occurred with the CCN provider, the Contractor shall submit a Referral Request to the nearest VA Medical Center for additional behavioral healthcare services.

Veterans may be referred for ART & IVF services. The Approved Referrals or Prior Authorizations may include SEOC for both the Veteran and a collateral.

Eligible Veterans are authorized for Walk-In care. VA has provided Attachment AN "Walk-In Care Volume v2".

Attachment I, "Prior Authorization List v2," is a list of all medical services and procedures that require CCN providers to request Prior Authorization from VA. Attachment IA, "Dental Service Prior Authorization Exception List v2" identifies special guidance for dental services provided under this contract. Prior Authorization is the process of having VA review and approve certain medical services to ensure medical necessity and appropriateness of care prior to a referral being authorized and the services being rendered. VA has provided Attachment I "Prior Authorization List v2" and Attachment IA "Dental Service Prior Authorization Exception List v2". VA will provide updated Attachment I and IA to the Contractor during contract implementation, and as material changes occur by VA, but no less often than annually. The Contractor will have thirty (30) days to implement the updates to the revised Attachment I and IA provided by VA.



The Contractor shall direct all Veteran or CCN provider Referral Requests that it receives for referrals, including Urgent Care/Emergent Care and behavioral health self-referrals or Prior Authorizations, to VA for appropriate disposition.

The Contractor shall communicate with VA through an Electronic Data Interchange (EDI) transaction(s) for requests and responses through VA clearinghouse in accordance with the One VA Technical Reference Model (<http://www.va.gov/trm/>) and HIPAA. The Contractor shall also maintain the capability to send and receive referral information with VA and CCN providers via Direct Messaging, eHealth Exchange secure email, secure fax, telephone or through the Community Care Provider Portal provided by VA.

The Contractor shall request the status of all Referral Requests and Prior Authorization requests via EDI 278 transaction once available. The Contractor shall inform CCN providers that they may request the status of all Referral Requests and Prior Authorization requests via direct messaging, secure email, eHealth Exchange, telephone requests or preferable once available VA's Community Care Provider Portal or EDI 278 transaction.

See Section 18.0, "Technology," for further detail.

### **7.1 Notification of Urgent, Emergent, or Behavioral Health Care**

This contract includes the provision of outpatient urgent or Emergent Care and hospital admission due to Emergent Care furnished to any Veteran enrolled in the Veteran Health Administration (VHA) Health Care System or otherwise entitled for VHA medical benefits as required under Title 38, Code of Federal Regulations, Section 17.37, who presents to an in-network emergency facility seeking Emergent Care. The Contractor shall educate its behavioral health providers, emergency care providers and Urgent Care providers to notify VA within 72 hours of the Veteran's self-presenting to an in-network Urgent Care clinic, emergency department, or behavioral health CCN provider. The Contractor must notify VA within seven (7) calendar days of admitting a Veteran to a hospital for routine care, treatment, or procedure, within the course of the SEOC. The notification can be via secure email, secure fax or EDI.

If the Contractor or providing facility fails to follow the steps identified above for urgent, emergent or behavioral health care, and the non-VA Facility subsequently submits a Claim for consideration of payment, the Contractor shall pend the Claims that do not include an Approved Referral number. The Contractor can then submit the Claims and supporting documentation sufficient for VA to determine whether to issue a retroactive referral, to VA for review and consideration. VA will send a determination on the Referral Request to the Contractor. If the Veteran is not determined eligible by VA, under 38 U.S.C. 1728, the facility must submit the Claim within ninety (90) days of the encounter in the emergency department in order for the Veteran's Claim to be considered under the Millennium Health Care Act 38 U.S.C. 1725. VA Staff will determine the eligibility criteria and determine the authority in which they will pay if the Veteran is eligible. If the Veteran is eligible, when VA can pre-approve the patients care using existing authority, the Contractor and CCN provider will be issued an Approved Referral. Otherwise, the CCN provider will be expected to send Claims to the CCN Contractor, who will follow the procedures for urgent and emergent Claims. The Contractor shall reimburse that Claim in accordance with the reimbursement rates identified by VA.

In the event that VA issues denial of a retroactive authorization for urgent or emergency services Claim to the Contractor, then the Contractor shall deny that Claim. In the event that the care is not

authorized by VA, the CCN provider may appeal, per guidance in Section 13.0 “Veteran Claim Appeals and Provider Reconsiderations.” The Contractor shall instruct out-of-network emergency providers to submit healthcare Claims directly to VA following VA Claims submission procedures.

The Contractor shall instruct CCN providers to notify VA through direct messaging, secure email, secure fax, telephone, or preferably and once available, EDI 278. All notifications of admissions shall include: hospital name and location, admitting provider’s NPI, admitting diagnosis, date of admission, and any services delivered to the extent that this information is available to the in-network provider. The Contractor shall store this information in its referral and Prior Authorization management system for Claims adjudication as a post-service request approval by VA.

## 7.2 Referrals from VA to CCN Provider

The Contractor shall adhere to the process represented in Table 11:

**Table 11. Referral Process and Actions (\* = capability under development but slated for readiness upon contract award)**

Step Number	Action
1	VA creates an Approved Referral, including attachments.
2	VA will send the referral information via Direct Messaging, secure email, secure fax, eHealth Exchange, EDI 278*, or preferably VA’s Community Care Provider Portal*to CCN provider.
3	Services provided by Ancillary Providers are authorized under the Approved Referral if defined in the Standard Episode of Care and should be referred to the Ancillary Provider by the initial CCN provider.
4	VA will send a copy of the Approved Referral with the referral number to the Contractor.
5	The Contractor receives a copy of the Approved Referral and stores the referral information (e.g. medical codes, effective date, termination date, date generated) for Claims adjudication and customer service support.

VA will provide the referral number for all services requiring a referral. VA will approve or deny all Referral Requests and Prior Authorization requests further described in Section 7.4.



### 7.3 Referrals Requested from a CCN Provider for VA Provided Care or Another CCN Provider

The Contractor shall adhere to the process represented in Table 12:

***Table 12. Process for Transmitting Referrals from a CCN Provider to VA (\* = capability under development but slated for readiness upon contract award)***

Step Number	Action
1	Referring CCN provider creates a Referral Request (including any supporting medical documentation), providing the information requested and any supporting medical documentation.
2	Referring CCN provider sends a Referral Request to VA via Direct Messaging, secure email, secure fax, eHealth Exchange, telephone request, or preferably once available VA's Community Care Provider Portal* or EDI 278*.
3	VA receives the Referral Request EDI 278 transaction, Direct Message, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone request including information requested and any supporting attachments (supporting medical documentation and or eligibility documentation).
4	VA sends the determination (and a referral number if approved) via Direct Messaging, secure email, secure fax, eHealth Exchange, EDI 278*, or VA's Community Care Provider Portal*. If the CCN provider requesting the referral is not the Veteran's Primary Care provider, a copy is also sent to the Primary Care provider.
5	Referred CCN provider receives determination from VA providing the determination and a referral number, if approved.
6	VA sends a copy of the determination to the Contractor.
7	Services provided by Ancillary Providers are authorized under the Approved Referral if defined in the Standard Episode of Care and should be referred to the Ancillary Provider by the initial CCN provider.
8	The Contractor receives a copy of the determination and stores it for Claims adjudication and customer service support.

**Table 13. Process for Transmitting Referrals from a CCN Provider to VA for Behavioral Health, Urgent Care or Emergency Services (\* = capability under development but slated for readiness upon contract award)**

Step Number	Action
1	Upon receipt of a Claim for behavioral health, Urgent Care or emergency services from a CCN provider that does not contain an Approved Referral, the Contractor shall submit an EDI 278 request for a referral for behavioral health, Urgent Care or emergency services to VA. If VA's EDI 278* capabilities are not available, then VA will accept Direct Messaging or secure email.
2	If Contractor receives a Claim for behavioral health, urgent or emergency services from an out of network provider, the Contractor shall deny the Claim and instruct the out of network provider to submit the Claim to VA for consideration and to include associated medical documentation. Automated alternatives to deny Claims back to billing providers may be considered.
3	VA sends a determination on the Referral Request via EDI 278* to the Contractor. If the Referral Request is approved, the Approved Referral will contain the appropriate Contract Line Item Number (CLIN) number for payment purposes. In the event that care is not authorized by VA, the CCN provider may appeal, per guidance in Section 13.0 Veteran Claim Appeals and Provider Reconsiderations.

**Table 14. Process for transmitting referrals to the Contractor for the Optional task of Appointment Scheduling and Comprehensive Care Coordination (\* = capability under development but slated for readiness upon contract award)**

Step Number	Action
1	VA creates an Approved Referral, including attachments.
2	VA sends an Approved Referral authorizing the service(s), including attachments, to the Contractor via VA's Community Care Provider Portal*. The Approved Referral will not contain a CCN provider name or an appointment date and time.
3	Contractor receives the Approved Referral and performs the tasks identified in Section 11.1 "Appointment Scheduling and Comprehensive Care Coordination".
4	Contractor provides the CCN provider name and appointment date and time to VA in the Community Care Provider Portal so that VA can assign access to Veteran Health Record to CCN provider.
5	Contractor notifies the CCN provider of the Approved Referral once the appointment date and time is confirmed. VA will provide the assigned CCN provider access to the Referral Information and necessary documentation through VA's Community Care Provider Portal* if available, otherwise VA will use Direct Messaging or secure email.

**Table 15. Process for transmitting referrals to the Contractor for the Care Coordination Follow-up, Optional task of Comprehensive Case Management Program Administration, Comprehensive Disease Management Program Administration (\* = capability under development but slated for readiness upon contract award)**

Step Number	Action
1	VA creates an Approved Referral, including attachments.
2	VA sends an Approved Referral authorizing the service(s), including attachments, to the Contractor via VA's Community Care Provider Portal*.
3	Contractor receives the Approved Referral and performs the tasks identified in Section 11.2 "Care Coordination Follow-up", Section 11.3 "Comprehensive Case Management Program Administration" or Section 11.4 "Comprehensive Disease Management Program Administration".

VA will provide the referral number for all Approved Referrals, specifying the services authorized by the referral. VA will approve or deny all Referral Requests.

The Contractor shall inform all CCN providers of the following:

- Referrals are only valid for the service(s) specified, and the time period specified.
- Referral numbers must be forwarded to any Ancillary Providers by the referred CCN provider.
- Any additional services or extension of a treatment period will require an additional Referral Request.
- CCN providers treating Veterans under an Approved Referral may request that additional services by another provider (physician or Ancillary Provider) be authorized by submitting an additional Referral Request to VA.

#### 7.4 Prior Authorizations

Attachment I, "Prior Authorization Lists v2," contains a list of services that require Prior Authorization in order for all Claims to be reimbursed under this contract. The Contractor shall educate CCN providers of the fact that all Prior Authorization requests for CCN healthcare services, when required, are submitted to VA for all Veterans for whom services have been provided within its CCN Region. VA will provide online access to CCN providers and provide the Contractor with an updated electronic list of services requiring Prior Authorization and associated business rule guidance during the implementation phase. VA will update this list periodically. The Contractor shall update the Prior Authorization List and associated business rule guidance in its Claims adjudication system within thirty (30) days upon receipt of revisions from VA.

The Contractor shall advise all CCN providers to submit Prior Authorization requests via Direct Messaging, secure email, secure fax, eHealth Exchange, telephone request or preferably once available EDI 278 or VA's Community Care Provider Portal\*. VA will approve or deny all Prior Authorization requests. (\* = *capability under development but slated for readiness upon contract award*)

The Contractor shall ensure a copy of the Prior Authorization referral number and Prior Authorization information (medical codes, effective date, termination date, date generated) is stored electronically in the Contractor's referral and Prior Authorization management system for the purpose of paying Claims.

VA will notify the Veteran, the CCN requesting provider, and the Contractor if the Prior Authorization request is denied and will advise the Veteran of their right to appeal in accordance with VHA Directive 1041, Appeal of VHA Clinical Decisions ([https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3285](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3285)).

#### 8.0 SCHEDULING OF APPOINTMENTS

The Contractor is not responsible for scheduling or rescheduling appointments for Veterans under this contract. The Contractor shall educate its CCN providers that an Approved Referral is required when a Veteran self-schedules an appointment prior to rendering services, with the exception of behavioral health services, urgent and emergency services (see PWS Section 7.1), in order to be eligible to receive payment.

As VA continues to move towards providing Veteran's self schedule appointments, the Contractor may be asked to collaborate with the Department to explore advanced technology that would enable self-scheduling with CCN providers.

## **9.0 MEDICAL DOCUMENTATION**

### **9.1 Medical Documentation Submission Process**

The Contractor shall educate its CCN providers that medical documentation must be submitted according to the requirements listed below. Medical documentation must be delivered by the CCN provider or CCN CIHS Network practitioner, as applicable, directly to VA and the referring provider, if not VA.

The Contractor must provide a Medical Documentation Submission Plan to describe all processes, procedures, criteria, information and data collection activities for use in submitting CCN provider medical documentation to VA.

The purpose of the medical documentation submission plan is to inform and educate the CCN providers and CCN CIHS Network practitioners on the medical documentation submission process and encourage timely submission of all medical documentation directly to VA via secure electronic submission, where available. See Section 18.13, "Submission of Medical Documentation," for submission format requirements.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### **A. Medical Documentation Submission Plan**

### **9.2 Medical Documentation Data Elements**

The Contractor shall educate its CCN providers that all medical documentation includes the following data when sent to VA:

1. Veteran Unique Identifier
2. Veteran's full name (including suffix)
3. Veteran's date of birth
4. Provider/Practitioner Authentication (including typed name and provider phone number)

All documents shall be authenticated by the submitting provider or practitioner. Authentication consists of a written signature, written initials, and/or electronic signatures.

### **9.3 Medical Documentation Submission Timeframes**

The Contractor shall educate its CCN providers that medical documentation is to be delivered under the following timeframes. Initial medical documentation is medical documentation associated with the first appointment of a Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care. Initial medical documentation for outpatient care shall be returned within thirty (30) days of the initial appointment. Final outpatient medical documentation shall be returned within thirty (30) days of the completion of the Standard Episode of Care. Medical documentation shall be returned within thirty (30) days for inpatient care and will consist, at a minimum, of a discharge summary. Any medical documentation requested by VA for appropriate urgent follow up, shall be provided to VA upon request.

#### 9.4 Medical Documentation Submission Format

The Contractor shall educate its CCN providers that VA prefers that medical documentation is submitted by CCN Healthcare Services Network providers and CCN CIHS Network practitioners directly to VA via secure electronic submission, where available. See Section 18.13, "Submission of Medical Documentation," for medical documentation submission format requirements.

#### 9.5 Reserved

#### 9.6 Critical Findings

The Contractor shall educate its CCN providers that Critical Findings shall be communicated by the CCN Healthcare Services Network provider or CCN CIHS Network practitioner, as applicable, to the Veteran, referring provider, and VA within the earlier of two (2) business days of the discovery or the timeframe required to provide any necessary follow-up treatment to the Veteran. Communications shall be either verbal or written.

#### 9.7 Chronic Dialysis

Veterans identified as transplant candidates should be directed back to the referring VA Facility and their medical documentation must contain the recommendation and identification as a transplant candidate.

#### 9.8 Medical Documentation and Audit

Subject to the provisions of this Section, VA may audit the Contractor compliance with its obligations under this Contract and the Contractor shall supply VA with access to information acquired or maintained by the Contractor in performing services under this Agreement. The Contractor will have the responsibility to educate, train and coordinate their CCN providers in response to medical documentation audit requests. The Contractor shall supply only such information which is in its possession and which is reasonably necessary for VA to administer the CCN contract, provided that such disclosure is not prohibited by any third-party contracts to which the Contractor is a signatory or any requirements of law. VA hereby represents that, to the extent any disclosed information contains personally identifiable or health information about a Veteran, the Veteran has authorized disclosure to VA or VA otherwise has the legal authority to have access to such information.

VA will give the Contractor prior written notice of its intent to perform such an audit and its need for such information and will represent to the Contractor that the information which will be disclosed therein is reasonably necessary for the administration of the CCN Contract. All audits and information disclosure will occur at a reasonable time and place and at the CCN Contractors expense.

VA may designate a representative acceptable to the Contractor to conduct or participate in the audit, or to receive access to such information provided, such that VA and the representative enter into a written agreement with the Contractor under which the representative agrees to use any disclosed information solely for purposes of administering the CCN Contract, to keep such information confidential and not to disclose the information to any other entity or person.

Any reports, information or documentation provided, made available, or learned by either of the parties to this Contract which contain personally identifiable or health information about any Veteran or CCN provider or which contain information about either party's business or operations which is not available to the public, or which contain information which has been designated as proprietary or

confidential by either party will be held in the strictest confidence, used solely to perform obligations under this Contract or to administer the CCN Contract, not be disclosed to any other entity or person, and maintained in accordance with the requirements of all applicable laws.

## **10.0 TRAINING – CONTRACTOR PROCESSES, SYSTEMS, AND INTERFACES**

The Contractor must develop and conduct an Annual Training Program Curriculum that must include training for CCN providers, Contractor personnel, and identified VA staff. The purpose of the training is to inform and educate on the Contractor's processes, systems, interfaces with VA systems, as described in the following subsections.

### **10.1 Training Plan**

The Contractor must provide a Training Plan that will include all training programs and activities as described in Section 10.0, "Training." The Contractor's Training Plan must outline:

- Description of the Contractor's Training and Outreach and Education Program, including orientation and onboarding related to contract operations
- Learning Objectives and Course Content for each course
- Scope
- Dependencies and Assumptions
- Prerequisites
- How communications about training availability and delivery will be conducted
- Approach (audience, strategy, requirements/skills, delivery method, materials)
- Schedule of Training (including initial and refresher training as applicable)
- Deliverables
- Tools and Templates
- Target Results
- Evaluation Strategy (ensure effectiveness of the training with attendees and measure outcomes)
- Address Compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d)
- Graphics Requirements
- Interactive Multimedia Instruction Level (i.e., Level 1 Passive, Level 2 Limited Participation, Level 3 Complex Participation, and Level 4 Real Time Participation)
- Estimated Time to Develop Course(s)

The Contractor must submit the Training Plan and any updates thereto in accordance with the Schedule of Deliverables. The Contractor must review the Training Plan with the appropriate points of contact for the program-level VA Community Care Training Plan, Change Management Plan, and Communications Plan (as well as portfolio- or project-level plans as deemed necessary), and incorporate input required to ensure alignment among activities.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### **A. Training Plan**



### 10.1.1 Training Program for Contractor CCN Providers, Contractor Personnel, and VA Staff Training Program

The Contractor must develop and conduct an Annual Training Program Curriculum that must include training for CCN providers, Contractor personnel, and identified VA staff. The purpose of the training is to inform and educate on the Contractor's processes, systems, interfaces with VA systems, and other areas of interest in the following areas:

1. Contractor VA Support Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
2. CCN Provider Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
3. Contractor systems, systems interfaces, and systems access.
4. CCN providers and CCN CIHS network practitioners must be informed that it is impermissible to charge Veterans for not keeping a scheduled appointment.
5. Any other areas identified by VA or the Contractor related to services required under this contract. The Contractor must provide training at least sixty (60) days prior to the SHCD and provide updated training consistent with the implementation of any system changes that impact VA's ability to use the system.

The Contractor shall review and update the Annual Training Program Curriculum in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Annual Training Program Curriculum

### 10.1.2 Contractor CCN Provider and Contractor Personnel Outreach and Education Program

The Contractor must develop and implement an initial on-boarding and ongoing outreach and education program for CCN providers and personnel to execute the requirements under this contract. The Contractor's outreach and education program, including specific training, shall be documented in the Training Plan that outlines the methods, schedule, role-specific training requirements, scope of training, and outcome measurements to be provided. The purpose of this program is to ensure that the CCN providers and Contractor personnel have the information necessary to successfully perform the requirements outlined in this PWS. Subject matter not directly under the Contractor's services will be supplied by VA as indicated below. The Contractor's outreach and education program must include, at a minimum:

1. VA program requirements, policies, and procedures related to the requirements under this contract
2. Veterans' healthcare benefits that are administered through this contract referenced in Section 4.0, "CCN Health Benefit Package"
  - Pharmacy Benefits
  - Dental Eligibility and Benefits
  - DME Benefits
3. Customer Service Process
4. Referral and Prior Authorization processes (including emergency Claims and referrals back to VA) (supplied by VA)



5. Claims submission and payment processes
6. Compliance with medical documentation submission requirements set forth in this contract
7. Expected timeframes for processes
8. Escalation procedures for certain operations
9. Resources and points of contact
10. How to keep aware of any program changes
11. Any other areas identified by VA or the Contractor related to services required under this contract

#### 10.1.2.1 Provider Only Training

The Contractor must provide training on healthcare, dental, and pharmacy benefits and requirements, under this contract, to its CCN providers. This must include web-based and virtual trainings as well as written training materials.

The Contractor will ensure that all covered health care prescribing providers are provided a copy of and certify that they have reviewed the evidence-based guidelines for prescribing opioids set forth by the Opioid Safety Initiative of the Department of Veterans Affairs.

The Contractor's outreach and education program must include, at a minimum:

1. Treatment of common mental and physical conditions of Veterans and family members of Veterans (supplied by VA)
2. Clinical care plans/protocols, as supplied by VA, for areas where VA has special expertise (e.g. post-traumatic stress disorder, military sexual trauma-related conditions, and traumatic brain injuries)
3. Network participation requirements (e.g. compliance with VA Opioid Safety Initiative supplied by VA)
4. Making available American Medical Association and VA guidelines for assessing a patient's military experience and duty assignments for all high performing CCN providers (supplied by VA)
5. How to sign up for the Network (Note: If appropriate, separate training may be provided for sign-up procedures versus procedures for working with the Contractor as an existing provider.)

#### 10.1.3 Contractor-Provided VA Staff Training Sessions

The Contractor shall provide training of specific services and systems. The number of trainees is provided for estimation purposes. The Contractor must conduct the following training sessions for VA staff:

1. Customer Service (50 trainees)

The Contractor shall provide training to VA staff of its operations for Customer Service Support. The purpose of this training is to inform how to utilize the Contractor's system. The Contractor shall "Train the VA Trainer," who in turn will train VA Customer Service Personnel. The Contractor shall provide job aids, such as a quick reference guide, that provide VA Customer Service Personnel with immediate information. The training delivery method shall be in accordance with VA's approved training plan. The Contractor shall provide follow-on training and counsel for new releases and upgrades to the customer service system.

2. Contractor-Specific Systems Training for designated VA data analytics users (50 trainees)  
The Contractor shall provide training on its systems for designated VA data analytic users. The purpose of this training is to educate the data analyst on how to effectively access and interpret contract data for analysis and evaluation of the program. The Contractor shall “Train the VA Trainer,” who in turn will train VA data analytics users. The training delivery method shall be in accordance with VA approved training plan. The Contractor shall provide follow-on training and counsel for new releases and upgrades to the Contractor-specific systems.

## 10.2 Contractor Training Materials

The Contractor shall deliver Training Materials that are compliant with the commercial standard Shareable Content Object Reference Model (SCORM) to VA to facilitate all required training in accordance with the Schedule of Deliverables. The Contractor shall utilize VA terms in its Training Materials or provide a glossary to allow trainees to understand the meaning of terms. The Contractor shall obtain VA approval of all Training Materials prior to the execution of the Training Sessions referenced in Section 10.1.3, “Contractor-Provided VA Staff Training Sessions.”

The Contractor shall review all training materials annually to determine what materials need to be retired or updated and provide a Review of Training Materials Report to VA based on such review in accordance with the Schedule of Deliverables. The content of the Review of Training Materials Report, and approved activities out of it, will include the Contractor’s recommendations to VA and provide an input for updates to the overall training plan.

Training Materials may include but are not limited to:

- Class handouts
- Manuals
- Student exercises
- User and Quick Reference Guides
- Job Aids
- Online modules
- Course Evaluation Surveys

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Training Materials
- B. Review of Training Materials Report

## 10.3 VA Provided Training

VA will provide the Contractor appropriate user guides and orientation material to facilitate the use of VA web based systems. Required courses within these systems will be outlined to the Contractor upon kick off and implementation.

Training developed on VA Community Care systems, tools, and processes in SCORM compliant eLearning courses are developed using Articulate 360. Creation of supplement training materials would require compatibility with this software.

## 11.0 OPTIONAL TASK: MEDICAL ADMINISTRATIVE MANAGEMENT

The Optional Tasks described in this section may be ordered by VA in accordance with the procedures stated in Section G.14.

VA will use VA's Community Care Provider Portal to the maximum extent possible during the execution of the optional task; however, VA in collaboration with the Contractor will use other systems and technologies as they become available or are needed to support the Optional Tasks. The Contractor will provide support for both English and Spanish speaking callers and hearing/vision impaired Veterans both telephonically and online for all optional tasks identified in this section.

Each VA Medical Center will determine the need for services described in this section, including:

- Appointment Scheduling and Comprehensive Care Coordination
- Care Coordination Follow-up
- Comprehensive Case Management Program Administration
- Comprehensive Disease Management Program Administration

### 11.1 Optional Task: Appointment Scheduling and Comprehensive Care Coordination

The Contractor must develop an Appointment Scheduling and Comprehensive Care Coordination Plan, including plans to support Veteran self-scheduling. The plan must include details on how the Contractor will provide Appointment Scheduling and Comprehensive Care Coordination activities co-located at a VA Facility, a Contractor facility or a combination of both within the region. The Contractor's approach must allow for customization at the individual VA Facility level.

VA will use the workflow capability within VA's Community Care Provider Portal as the means of transmitting the Approved Referral and relevant medical documentation to support the Standard Episode of Care in the Approved Referral. VA will collaborate with the Contractor to use other systems and technologies as they become available to support these optional tasks. The Contractor must have an Appointment Scheduling and Comprehensive Care Coordination Implementation Plan which allows services to begin within the following timeframes:

#### **Contractor Site:**

- Urban – Fully operational no later than 120 days after optional task is exercised
- Rural – Fully operational no later than 120 days after optional task is exercised
- Highly Rural Location – Fully operational no later than 160 days after optional task is exercised

#### **VA Facility:**

- Urban – fully operational no later than 90 days after optional task is exercised
- Rural – Fully operational no later than 90 days after optional task is exercised
- Highly Rural Location – Fully operational no later than 160 days after optional task exercised

The Contractor shall meet the milestones contained within its Appointment Scheduling and Comprehensive Care Coordination Implementation Plan for each individual VA Facility. The Contractor must obtain approval of its Appointment Scheduling and Comprehensive Care Coordination Implementation Plan in accordance with the Schedule of Deliverables.

The Appointment Scheduling and Comprehensive Care Coordination Plan at a minimum must include a quality assurance component (performance and quality measures, staffing (e.g., capabilities, minimum qualifications, attrition, location, specialization based upon complexity of cases)). The comprehensive care coordination component of the plan at a minimum must include the Contractor's pertinent care coordination quality and outcome measures recommendation.

VA will issue an Approved Referral with the optional task CLIN X016Cx "Appointment Scheduling and Comprehensive Care Coordination" using VA's Community Care Provider Portal or other systems and technologies determined in collaboration with the Contractor. The Approved Referral will indicate the Standard Episodes of Care. The Contractor must identify for the CCN provider the appropriate medical documentation relevant to the Approved Referral for inclusion in the referral package to facilitate scheduling.

The Contractor shall contact the Veteran to obtain the Veteran's provider and appointment preferences to include the Veteran's desire to self-schedule or have the Contractor assist in the scheduling process. The Approved Referral may specify the preferred provider if indicated by the Veteran. The Contractor shall schedule the Veteran's routine care first appointment in the Episode of Care with a CCN provider in five (5) business days or less, from the date the Contractor received the VA-Approved Referral. The Contractor shall ensure the first appointment in the Episode of Care is completed within thirty (30) days of the Care Indicated Date by VA on the Approved Referral unless the Veteran indicates a desired appointment date or a specific provider whose first available appointment is outside of those requirements. The Contractor shall adhere to the geographic accessibility requirements listed in Sections 3.1 Network Establishment and Maintenance (Table 1, Maximum Drive Times); 3.2.2 CCN Complementary and Integrative Healthcare Services (CIHS) Network (Table 3, Maximum Drive Times); 4.4 CCN Assisted Reproductive Technology Services (Table 8, ART Maximum Drive Times) and Section 17.1 Dental Network Adequacy (Table 17. Dental Network Access Standards). The Contractor shall notify VA of the CCN provider in order to allow VA to provide the CCN Provider the ability to view the Veterans Electronic Health Record (EHR) using VA's Community Care Provider Portal. The Contractor shall use VA's Community Care Provider Portal, or other systems and technologies determined in collaboration with VA, to link an appointment created to the Approved Referral and document prior business day data status of routine appointment scheduling activities and comprehensive care coordination activities with a CCN provider, specifically:

- Date appointed
- Appointment date and time
- Date care delivered
- Name of CCN provider
- Appointment dates and times for Veteran scheduling own appointment

The Contractor shall send a communication to the Veteran identifying the Veteran's appointment date, time, provider name and address, toll-free phone number (maintained by the Contractor, so the Veteran can contact the scheduling team, as needed). Furthermore, the Contractor shall provide the Veteran a single customer service number that will be routed through the appropriate customer support, using consistent standards and customer service scripts. Additionally, the Contractor shall be able to answer scheduling questions for Veterans whom they've been assigned to schedule.

### 11.1.1 Contractor Schedules

For each Approved Referral issued by VA to the Contractor for Appointment Scheduling and Comprehensive Care Coordination, the Contractor shall contact the Veteran to obtain scheduling preference and CCN provider preference, and to schedule the needed appointment.

The Contractor shall comply with the following scheduling timeline:

- Business Day 0-2: Contractor accepts the Approved Referral loaded in VA's Community Care Provider Portal or other systems and technologies determined in collaboration with the Contractor. The Contractor shall return an Approved Referral not meeting Section G.14 requirements in this timeframe with the specific reason for return. The business day VA uploads the Approved Referral is considered day zero (0).
- Business Day 11: Contractor shall return the Approved Referral to VA if the Veteran has not responded to the Contractor's scheduling efforts including a no contact letter sent to the Veteran from the Contractor.
- Business Day 11 – If contact has been made with Veteran and the Veteran has elected to self-schedule, the Contractor must notify VA through VA's Community Care Provider Portal of the Veteran's choice, and requirements of 11.1.2 (i.e. 90-day validity) will then apply to that Approved Referral.

The Contractor shall use an appropriate return reason code in Attachment AI, "CCN Scheduling Return Reason Codes v2" for Approved Referrals returned to VA.

The Contractor shall communicate with VA to resolve any questions during the scheduling process (e.g., CCN provider request for additional documentation, request for additional services to be performed prior to scheduling,). When a Veteran no-shows or cancels their appointment, the Contractor shall attempt to contact the Veteran to reschedule. If after 10 business days the Contractor is unable to contact the Veteran, the Contractor shall return the Approved Referral using the appropriate return reason code.

### 11.1.2 Veteran Self-Schedules

The Contractor must address its approach to support, and facilitate Veterans desiring to Self-Schedule their appointment in the Appointment Scheduling and Comprehensive Care Coordination Plan. For Veterans who elect to Self-Schedule, the Contractor shall educate the Veteran of options and provide guidance to support the Veteran scheduling their appointment with CCN providers, including all the capabilities of VA's master provider directory search function. The Contractor shall document whether the Veteran has scheduled an appointment. This information is required to ensure VA can grant the CCN provider access to VA's Community Care Provider Portal to view the Veteran's EHR. The Contractor shall return Approved Referrals when the Veteran has informed the Contractor of their preference to Self-Schedule and there has been no appointment activity for 90 days from date of acceptance or when the validity period has expired.

The Contractor shall monitor CCN appointment scheduling and comprehensive care coordination performance against the standards set forth in Section 11.1 "Appointment Scheduling and Comprehensive Care Coordination" and Attachment BA, "QASP Performance Requirement Summary v2." The Contractor shall provide Appointment Scheduling and Comprehensive Care Coordination Adequacy Performance Report to VA in accordance with the Schedule of Deliverables. The Contractor shall develop and submit to VA an Appointment Scheduling and Comprehensive Care

Coordination Adequacy CAP for Contractor resolution of any performance deficiencies identified by the Contractor or VA in accordance with the Schedule of Deliverables. The Contractor's Appointment Scheduling and Comprehensive Care Coordination Adequacy CAP shall include the reason(s) for the performance deficiency and timeline for the Contractor to correct the deficiency.

### 11.1.3 Comprehensive Care Coordination

As part of the Appointment Scheduling and Comprehensive Care Coordination Plan, the Contractor must develop a detailed approach and plan to administer Comprehensive Care Coordination that includes at a minimum:

- 1) Obtain appointment dates and times for Veterans scheduling their own appointments.
- 2) Identify barriers to the Veteran that impact attending a scheduled appointment.
- 3) Follow up to ensure the Veteran attended a scheduled appointment and any supplemental activities, such as, but not limited to, labs, and follow-up appointments required from the appointment.
- 4) Support discharge planning to both VA and CCN provider.
- 5) Document status of Veteran appointment, including cancellation, no show, or appointment kept. Contact the Veteran to determine reason for cancellation or no show and document the reason.
- 6) If applicable, reschedule Veteran appointment and document new appointment details.
- 7) If applicable assist the Veteran in scheduling additional care approved within the Approved Referral's Standard Episode of Care.
- 8) Administer a discharge planning program for Veterans receiving care under the comprehensive care coordination optional task:
  - a. The Contractor shall ensure the transfer in and out of VA medical facilities of inpatients and patients in the emergency department (ED)/Urgent Care center (UCC) are to be accomplished in a manner that ensures both maximum patient safety and compliance with the intent of transfer provisions of Emergency Medical Treatment and Labor Act (EMTALA) and its implementing regulations.
  - b. The Contractor must submit a Discharge Planning Plan to include the program design for managing inpatient discharges. The Contractor must submit the Discharge Planning Plan to VA in accordance with the Schedule of Deliverables.
  - c. The Contractor must establish Discharge Planning Liaison positions to facilitate the transfer of information from the Contractor to VA or CCN provider to VA. The Contractor's Discharge Planning Liaisons are not required to be co-located in VA Facilities; however, specific contact information for each Discharge Planning Liaison must be provided to VA.
  - d. The Contractor shall contact VA once a clinical determination has been made that a Veteran is stable for transfer. The Contractor shall ensure VA has 24 hours from contact to accept first right of refusal to transfer Veterans to a VA Facility.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Discharge Planning Plan

#### 11.1.4 Daily Appointment Scheduling and Comprehensive Care Coordination Reporting

The Contractor shall document all attempts to contact the Veteran and all communications with the Veteran and CCN provider. The Contractor shall provide a Daily Appointment Scheduling and Comprehensive Care Coordination Report to VA in accordance with the Schedule of Deliverables. The Contractor shall transmit the data using the schema identified in Attachment W, "Data Repository Schema v2" with Scheduling Care Coordination. VA regional scheduling volume estimates can be found in Attachment AH, "Appointment Scheduling and Comprehensive Care v2" Estimated Volumes.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Appointment Scheduling and Comprehensive Care Coordination Plan
- B. Appointment Scheduling and Comprehensive Care Coordination Implementation Plan
- C. Appointment Scheduling and Comprehensive Care Coordination Adequacy Performance Report
- D. Appointment Scheduling and Comprehensive Care Coordination Adequacy CAP
- E. Daily Appointment and Scheduling Comprehensive Care Coordination Report

#### 11.2 Optional Task: Care Coordination Follow-up

The Contractor must develop and administer a Care Coordination Follow-Up Plan in accordance with the Schedule of Deliverables. The goal of the Care Coordination Follow-Up Plan is for the Contractor to describe the approach to support the Veteran after the appointment is made. The Care Coordination Follow-Up Plan must include, at a minimum, the first six (6) items identified in Section 11.1.3 "Comprehensive Care Coordination" and a discharge planning liaison to support VA discharge planning staff.

The Contractor must propose a Care Coordination Follow-Up Plan thirty (30) days after this optional task is exercised. The Care Coordination Follow-Up Plan must include outcome and monitoring measures for each of the processes.

The Contractor shall document all attempts to contact the Veteran and all communications with the Veteran and CCN provider. The Contractor shall provide a Daily Care Coordination Follow-Up Report to VA in accordance with the Schedule of Deliverables. The Contractor shall transmit the data using the schema identified in Attachment W, "Data Repository Schema v2."

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Care Coordination Follow-Up Plan
- B. Daily Care Coordination Follow-Up Report

#### 11.3 Optional Task: Comprehensive Case Management Program Administration

The Contractor shall administer a Comprehensive Case Management Program that follows a similar program as identified in Attachment K, "Case Management Standards of Practice v2," for all Eligible Veterans.

The Comprehensive Case Management Program Administration is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Veteran's healthcare needs. Comprehensive Case Management includes advocacy,



communication, and resource management and promotes high quality and cost-effective interventions and outcomes. VA's goal for the Comprehensive Case Management program is to ensure that Veteran's reach their optimum level of wellness, self-management, and functional capability through a coordinated and personalized approach specific to each referred Veteran's health status, ability to participate in their own healthcare decisions, and other factors assessed by the referring provider.

The Contractor shall use a multi-disciplinary and continuum-based system to Assist VA in identifying populations or individual Veterans with, or at risk for, chronic medical conditions with the goal of improving overall health status. For each Approved Referral VA assigns to the Contractor for Comprehensive Case Management, VA will load the Approved Referral as workflow and will include the appropriate optional task CLIN for Case Management. The Contractor must propose a Comprehensive Case Management Plan, in accordance with the Schedule of Deliverables. Contractor personnel performing the services in this section shall possess a nationally recognized Case Management Certification as recognized by nationally recognized accrediting organization for the healthcare services that are within scope of an accreditation. The Contractor's plan must include the methodology of reporting Veteran progress in Case Management to VA. The Contractor must include in its plan outcome and monitoring measures for each of the programs, in accordance with the Schedule of Deliverables. The Contractor shall submit a Comprehensive Case Management Progress Report, in accordance with the Schedule of Deliverables.

The Contractor shall submit an individual Veteran summary report on the Case Management progress. The report must be submitted using VA's Community Care Provider Portal and linked to the Approved Referral.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Comprehensive Case Management Plan
- B. Comprehensive Case Management Progress Report

#### **11.4 Optional Task: Comprehensive Disease Management Program Administration**

The Contractor must establish Comprehensive Disease Management Program Administration that includes understanding the course, clinical implications, and trajectory of specific diseases; identifying and targeting patients likely to benefit from intervention; focusing on prevention of complications; optimizing clinical management; and working toward resolution of resource-intense problems. Conditions that should be included in the Comprehensive Disease Management Program Administration include any or all of the following: asthma, chronic obstructive pulmonary disease, complex pain management, diabetes, congestive heart failure, coronary heart disease, end-stage renal disease, depression, high-risk pregnancy, hypertension, and arthritis; however, the Comprehensive Disease Management Program Administration is not limited to such conditions. The Contractor shall utilize an evidence-based practice guideline approach to educate Veterans provided with Comprehensive Disease Management Program Administration as well as ensure collaboration between the Veteran's Primary and Specialty care providers. For each Approved Referral VA assigns to the Contractor for Comprehensive Disease Management, VA will load the Approved Referral as workflow and will include the appropriate optional task CLIN for Comprehensive Disease Management. The Contractor must propose a Comprehensive Disease Management Plan to VA, in accordance with the Schedule of Deliverables.



The Contractor's plan must include the methodology of reporting Veteran progress in Disease Management to VA. The Contractor must include in its plan outcome and monitoring measures for each of the programs. The Contractor shall submit a Comprehensive Disease Management Progress Report to VA, in accordance with the Schedule of Deliverables.

Contractor personnel performing the services in this section shall possess a nationally recognized Case Management Certification or have Disease Management Certification as recognized by a nationally recognized accrediting organization for the healthcare services that are within scope of an accreditation.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Comprehensive Disease Management Plan
- B. Comprehensive Disease Management Progress Report

## **12.0 CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED**

The Contractor shall receive, process, and adjudicate Claims for all services provided pursuant to this contract. The Contractor will be reimbursed in accordance with the Schedule of Services solely for Claims paid in accordance with Section 12.1.1, "Claims Adjudication and Payment Rules."

### **12.1 Claims Processing System Functions**

The Contractor shall utilize an existing automated Claims processing system to process and adjudicate Claims. The Contractor's Claims processing system shall determine if a Claim is ready for processing by ensuring the Claims processing system contains all the standard requirements of all standard EDI transaction types as well as those fields required for VA Claims processing. The Contractor shall process Claims in accordance with all applicable federal and state statutes and regulations. The Contractor shall use tables created by VA that outline referral (Standard Episode of Care) parameters (provided during implementation) and shall incorporate those tables in its Claims adjudication system. The Contractor's Claims processing system shall accept electronic Claims in EDI 837P, EDI 837I, and EDI 837D format transactions, as appropriate, and create the EDI 835 remittance transaction.

The Contractor shall ensure Claims not processed to completion and any associated supporting documentation will be retrievable by Veterans name, Electronic Data Interchange Patient Identifier (EDIPI), and Internal Control Number (ICN).

VA will notify the Contractor at least sixty (60) days prior to any change to the clearinghouse VA uses, and the Contractor is responsible to adjust Claims routing to the new clearinghouse.

The Contractor's Claims adjudication system shall validate Referral and Prior Authorization, and any other data needed to properly adjudicate Claims. The Contractor shall develop rules to apply the correct fee schedule based upon information provided on the referral from VA. The Contractor shall ensure that correct payment schedules are used to pay providers. The Contractor shall deny Claims that are not within the period of authorization listed in the referral. The Contractor may advise CCN providers to submit Referral Requests prior to Claims submission.

The Contractor's Claims adjudication system shall validate that the Approved Referral number, Prior Authorization number, period of authorization, name of Veteran, provider, NPI number, and service or supply information submitted on the Claim are consistent with the care authorized and that the care was accomplished within the authorized time period.

#### 12.1.1 Claims Adjudication and Payment Rules

The Contractor must deliver a Claims Processing Data Dictionary in accordance with the Schedule of Deliverables that includes all capabilities for auto-adjudication, rejection, return, and denial of a Claim. The Contractor's Claims processing system shall include standard business rules and edits in its Claims Processing Data Dictionary. The Contractor's Claims processing system shall be capable of adding rules and edits based on information from VA, to include the application of VA Fee Schedules. When VA requests a change, the Contractor shall implement the change within thirty (30) days, or as mutually agreed upon by the parties. When industry changes occur that require planning, testing, implementation, and compliance readiness dates, system change orders will be made in accordance with industry standards. The Contractor's Claims processing system shall include adjudication rules for the following requirements:

1. **Administrative Charges:** The Contractor's Claims processing system shall classify as non-covered and deny, any administrative charges imposed by the provider related to completing and submitting the applicable Claim form or any other related information.
2. **Duplicate Claims:** The Contractor's Claims processing system shall deny, as a duplicate Claim, any Claim that was previously submitted by a provider for the same service provided to a particular individual on a specified date of service.
3. **Benefits:** The Contractor's Claims processing system shall deny, as not being a covered benefit, any Claims submitted for a medical service that is not included as part of the Veteran's medical benefits package. The Contractor shall deny any Claim submitted for care that is not within the scope of the referral.
4. **Claim Forms:** The Contractor shall reject any Claims submitted on unapproved Claim forms. When an unapproved Claim form is submitted, the Contractor shall notify the claimant in writing that in order to be considered for payment the Claim shall be submitted on approved Claim forms and that any additional information, if required, shall be submitted and received by the Contractor within the timely filing deadline. See Section 12.2, "Paper Claims."
5. **Urgent or Emergency Services:** The Contractor shall pend Claims for urgent or emergency services that do not include an Approved Referral number and submit the Claims and supporting documentation sufficient for VA to determine whether to issue a retroactive referral, to VA for review and consideration. In the event VA issues a retroactive referral for urgent or emergency services Claim to the Contractor, the Contractor shall reimburse that Claim in accordance with the reimbursement rates identified by VA. In the event that VA issues denial of a retroactive authorization for urgent or emergency services Claim to the Contractor, then the Contractor shall deny that Claim. The Contractor shall instruct out-of-network emergency providers to submit healthcare Claims directly to VA following VA Claims submission procedures. Urgent/Emergent prescriptions that result from urgent, emergent, or behavioral health services that do not have an Approved Referral shall not be dispensed by any pharmacist; for any resulting pharmacy prescriptions the Contractor shall inform the Veteran of VA's out of pocket reimbursement process.
6. **Out-of-Network Providers:** The Contractor shall instruct out of network providers to submit healthcare Claims directly to VA following VA Claims submission procedures.

7. NPI Claims: The Contractor shall use the NPI to process Claims from covered entities with the exception of number eight (8) below. The Contractor shall deny Claim transactions received that do not include a valid NPI.
8. Non-NPI Claims: The Contractor shall use Tax Identifier Number (TIN) to process Claims for providers who are not eligible to receive an NPI. The Contractor shall deny Claim transactions received from providers without their TIN.
9. Referrals and Prior Authorizations: The Contractor shall deny, for lack of referral number, any Claim for care that is not emergent or urgent that does not contain a valid referral and any required Prior Authorization number. The Contractor shall deny Claims for lack of valid referral number if the referral and/or Prior Authorization number are missing, incorrect, or inconsistent with the exception of in-network behavioral health Claims.
10. Timely Filing Deadline: The Contractor shall deny Claims not submitted within one hundred eighty (180) days from the date of service or date of discharge for passing the timely filing deadline.
11. Secondary Payer: The Contractor shall grant additional time to the Claims filing deadline requirements for Veterans with Other Health Insurance (OHI) when the provider first submitted the Claim to the primary payer, and the adjudication occurred past VA's filing deadline. The Contractor shall ensure Claims for services denied by another insurer include the Explanation of Benefits (EOB) or Remittance Advice (RA) statement indicating the dates of service, amount of the Claim, and reason(s) for denial. The Contractor shall deny all OHI Claims submitted beyond ninety (90) days from the date of the other insurer's adjudication.
12. Co-Pay Calculations: The Contractor shall exclude any co-pay calculations from the Claims adjudication rules.
13. VA Fee Schedule: The Contractor shall use the applicable payment fee schedule provided by VA to determine and apply reimbursable amounts associated with the authority with which the Claims are authorized as determined by VA. VA will provide, in the referral, a reference (to a program) that will allow the Contractor to identify the appropriate VA fee schedule the Contractor shall use to pay Claims. VA will provide the Contractor with all current VA Fee Schedules.
14. Claim Adjustment: The Contractor's Claims processing system shall identify a request for a payment adjustment (positive/negative) to a prior payment for healthcare services by appending the original Claim number with a suffix sufficient to identify and document the number and order of adjustment requests received and processed on the original Claim. All Claim adjustments must be completed within twelve (12) months from the original payment date.

The Contractor shall retain all Claims and Claims processing information to allow processing to completion. VA reserves the right to audit all Claims. The Contractor shall retain the Claims and sufficient information on all Claims to permit audits pursuant to the record retention requirements contained in HIPAA privacy regulations (45 C.F.R. § 160, 162 and 164).

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Claims Processing Data Dictionary

## 12.2 Paper Claims

Prior to submission to VA, paper Claims received by the Contractor shall be converted to standard EDI transactions to be consistent with the most recent CMS approved Claims formats, specifically to include EDI transactional data requirements referenced in Section 18.12, "Submission of EDI Transactions." VA cites as reference the November 2011 National Uniform Claim Committee 1500 Claim Form Map to the X12N Healthcare Claim: Professional 837.

The Contractor must establish a billing and Claims adjudication process using the fields of the most current CMS-1500 Claim form for CIHS Claims as found on the CMS website (<https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/Downloads/CMS1500.pdf>). Below is the current list of the fields and format:

- |     |            |   |
|-----|------------|---|
| 1.  | Field 1:   | Medicare, Medicaid, Tricare, Civilian Health and Medical Program of Uniformed Service (CHAMPUS), Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA), Group Health Plan, Federal Employee's Compensation Act Black Lung, or Other Identification Number |
| 2.  | Field 1a:  | Insured's Identification Number   |
| 3.  | Field 2:   | Patient's Name  |
| 4.  | Field 3:   | Patient's Date of Birth and Sex   |
| 5.  | Field 4:   | Insured's Name  |
| 6.  | Field 5:   | Patient's Address   |
| 7.  | Field 6:   | Patient's Relationship to Insured   |
| 8.  | Field 7:   | Insured's Address and Telephone Number with Area Code   |
| 9.  | Field 8:   | Patient Status  |
| 10. | Field 9:   | Other Insured's Name  |
| 11. | Field 9a:  | Other Insured's Policy or Group Number  |
| 12. | Field 9b:  | Other Insured's Date of Birth and Sex   |
| 13. | Field 9c:  | Employer's Name or School Name  |
| 14. | Field 9d:  | Insurance Plan Name or Program Name   |
| 15. | Field 10a: | Is Patient's Condition is Related to: Employment  |
| 16. | Field 10b: | Is Patients Condition Related to: Auto Accident   |
| 17. | Field 10c: | Is Patients Condition Related to: Other Accident  |
| 18. | Field 10d: | Reserved for Local Use  |
| 19. | Field 11:  | Insured's Policy Group or Federal Employee Compensation Act Number  |
| 20. | Field 11a: | Insured's Date of Birth and Sex   |
| 21. | Field 11b: | Employer's Name or School Name  |
| 22. | Field 11c: | Insurance Plan Name or Program Name   |
| 23. | Field 11d: | Is There Another Health Benefit Plan  |
| 24. | Field 12:  | Patient's or Authorized Person's Signature  |
| 25. | Field 13:  | Insured's or Authorized Person's Signature  |
| 26. | Field 14:  | Date of Current of Illness  |
| 27. | Field 15:  | If Patient Has Had Same or Similar Illness Give First Date  |
| 28. | Field 16:  | Dates Patient Unable to Work in Current Occupation  |
| 29. | Field 17:  | Name of Referring Provider or Other Source  |
| 30. | Field 17a: | Other ID#   |
| 31. | Field 17b: | NPI#  |

32.	Field 18:	Hospitalization Dates Related to Current Services
33.	Field 19:	Reserved for local use
34.	Field 20:	Outside Lab Charges
35.	Field 21:	Diagnosis or Nature of Illness or Injury
36.	Field 22:	Medicaid Resubmission and/or Original Reference Number
37.	Field 23:	Prior Authorization Number
38.	Field 24A:	Date(s) of Service
39.	Field 24B:	Place of Service
40.	Field 24C:	Emergency (EMG)
41.	Field 24D:	Procedures, Services or Supplies
42.	Field 24E:	Diagnosis Pointer
43.	Field 24F:	Charges
44.	Field 24G:	Days or Units
45.	Field 24H:	Early and Periodic Screening, Diagnostic and Testing/Family Planning
46.	Field 24I:	Identification Qualifier
47.	Field 24J:	Rendering Provider Identification Number
48.	Field 25:	Federal Tax Identification Number
49.	Field 26:	Patients Account No.
50.	Field 27:	Accept Assignment
51.	Field 28:	Total Charge
52.	Field 29:	Amount Paid
53.	Field 30:	Balance Due
54.	Field 31:	Signature of Physician or Supplier Including Degrees or Credentials
55.	Field 32:	Service Facility Location Information
56.	Field 32a:	NPI#
57.	Field 32b:	Other ID#
58.	Field 33:	Billing Provider Information and Telephone Number
59.	Field 33a:	NPI#
60.	Field 33b:	Other ID #

## 12.3 Signature Requirements

### 12.3.1 Signature on File Procedure

The Contractor must submit to VA, in accordance with the Schedule of Deliverables, its Signature on File Procedure for CCN providers to indicate providers are authorized to submit a Claim on behalf of the Veteran.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Signature on File Procedure

### 12.3.2 Network Provider Signature on Claims

The Contractor shall follow its normal business operations to verify signature of CCN providers on all Claim submissions for services provided under this contract.

## 12.4 Claims Submission and Processing Timeframes

The Contractor shall process and adjudicate ninety-eight percent (98%) of all Clean Claims, including resubmissions, within thirty (30) days of receipt. The Contractor shall return Claims, other than Clean Claims, to the provider with a clear explanation of deficiencies within thirty (30) days of original receipt. The term ‘adjudicate’ in this section includes the expectation that the Contractor has issued payment within thirty (30) days.

The Contractor shall confirm that the actual date of receipt is entered into the ICN and all required Claims aging and inventory controls are applied for all Claims. The Contractor shall count the actual date of receipt as day one.

The Contractor shall process all “other than clean” Claims and notify the provider/supplier filing such Claims of the determination within forty-five (45) days of receiving such Claims. This is consistent with the Social Security Act, section 1869(2). [42 U.S.C. 1395ff]

## 12.5 Issuance of EOB

The Contractor shall issue an EOB to Veterans. The EOB shall be available through electronic means, including but not limited to a web-based portal. The EOB shall be mailed in hard copy, unless the Veteran has provided verbal or written agreement to receive the EOB electronically. EOBs shall be available in a paper monthly summary upon the Veteran’s request. The EOB shall comply with the requirements of 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496, and VHA Handbook 1605.1, Privacy and Release of Information. For further information, see the following:

1. VHA Directive 1605.1, Privacy and Release of information:  
[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3233](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3233)
  - a. For VHA Directive 1605, VHA Privacy Program; Transmittal Sheet, dated September 1, 2017, see:  
[https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=5456](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5456)
2. 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496 (as applicable);
  - a. 38 C.F.R. § 1.460-1.461: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-460.pdf>.
  - b. 38 C.F.R. § 1.461-1.464: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-461.pdf>.

The EOB shall include language describing the process for the Veteran to appeal a Claim that is denied in whole or in part.

## 12.6 Issuance of Remittance Advice

The Contractor shall provide an 835 RA to all providers via EDI when available. Where providers do not currently use EDI, 835 transactions shall be created, printed, and mailed to providers. Paper RAs will contain all information available on the EDI 835 transaction.

The Contractor shall transmit a daily HIPAA-compliant EDI 835 Transaction File of all Claims processed that day for VA in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

### A. EDI 835 Transaction File

## 12.7 Coordination of Benefits

### 12.7.1 VA Designation of Primary or Secondary Payer of Healthcare Services

The Contractor shall adjudicate all Claims for Veterans where the referral indicates the services are related to a service connected disability and/or special authority with VA as the primary payer, or services related to a Non-service connected disability with VA as primary. VA will provide the Contractor with information to determine when VA is primary or secondary payer in the Approved Referral. The Contractor must develop systems to ensure that payment made to CCN providers is in accordance with VA designation of primary or secondary payer. Notwithstanding any other provision in this contract, VA retains the right to bill third-parties for services rendered to Veterans under this contract to the fullest extent permitted under applicable federal laws (including but not limited to 38 U.S.C. § 1729 et. seq. and 38 C.F.R. Part 17). When VA exercises such right to bill third-parties, VA shall be the primary payer.

In situations in which VA indicates it is the secondary payer the Contractor must:

1. Develop and execute a program to coordinate benefits for CCN healthcare services determined by VA to not be related to a service connected disability and/or special authority for Veterans with OHI (see 12.7.2). The Contractor must develop a National Association of Insurance Commissioners Compliant Coordination of Benefits (COB) Plan and submit it to VA in accordance with the Schedule of Deliverables.
2. Obtain a copy of the OHI RA from the CCN provider and submit the OHI RA in addition to healthcare Claim reimbursement invoices. This includes cases where there will be no additional payment required as the secondary payer by the Contractor to the CCN provider.
3. Deny any Claims when an Eligible Veteran who has OHI is receiving medical care for services that are determined by VA to not be related to a service connected disability and/or special authority and the Veteran's OHI is not invoiced by the provider prior to the Contractor invoicing VA. Upon completion of OHI invoicing, the Contractor shall submit, with every healthcare EDI Claim to VA, an RA for services determined by VA to not be related to a service connected disability or special authority care. The healthcare and OHI prior payment information, including payments made by the Veteran, shall be submitted to VA with each Claim. This includes all Claims that have been satisfied and/or paid in full by the OHI primary insurance. The Contractor shall provide VA the amounts paid by the Veteran at the point of service.



The Contractor must ensure that Veterans are held harmless and may not be invoiced for any services associated with an Approved Referral, even if the Claim is denied.

The Contractor shall identify and correct any situation in which OHI is invoiced by the CCN provider for care provided on an Approved Referral when VA was marked as primary payer. The Contractor shall educate CCN providers on the process for identifying Approved Referrals marked VA primary and VA secondary.

The Contractor shall educate its CCN providers that VA is to be notified in all circumstances when any CCN healthcare services related to or associated with any Claim involving subrogation against: (i) workers' compensation carrier, (ii) an auto liability insurance carrier, (iii) Third-Party tortfeasor (e.g. medical malpractice), or (iv) any other situation where a third-party is responsible for the cost of CCN healthcare services. Whenever the Contractor is aware of potential Third-Party liability, (e.g., Workman's Compensation, automobile insurance liability insurance) through the normal course of business, the Contractor will notify the COR in writing of such potential Third-Party liability within thirty (30) days of identifying the event.

The Contractor shall educate its CCN providers that payment to the provider under this contract is deemed as payment in full.

In situations where VA would be a secondary payer, the Contractor shall receive, process, and store a service connected disability and/or special authority determinations. The service connection and non-service connection determinations will be sent with each referral and the information shall be used by the Contractor's system to adjudicate Claims in accordance with the Claims adjudication requirements in Section 12.0, "Claims Processing and Adjudication for CCN Healthcare Services Rendered."

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Coordination of Benefits Plan

### 12.7.2 Other Health Insurance

Without direct contact to the Veteran, the Contractor shall use available OHI data sources to: (i) validate Veteran OHI provided by VA to the Contractor as part of the Approved Referral when VA is secondary payer; and (ii) update as necessary the Veteran's OHI insurance information.

The Contractor shall electronically transmit OHI data that they have collected to VA weekly through VA DAS (see Attachment U, "Data Specification v2" (Tab 22 – OHI Report 2018). The Contractor shall submit to VA each business day all files containing EDI 837P, 837I, and 837D transactions received each day. For those Veterans whose OHI cannot be confirmed through available data, the Contractor may obtain such information from the Veteran only in accordance with a process pre-approved by VA.

The Contractor shall ensure that when an Eligible Veteran is receiving Non-Service Connected Care and the Approved Referral indicates VA is a secondary payer, the Veteran's OHI is invoiced by the provider prior to the Contractor invoicing VA. Upon completion of OHI invoicing, the Contractor shall determine whether additional payment is required to fulfill the reimbursable Standard Episode of Care up to negotiated rates. Upon completion of OHI billing and supplemental payment (if needed), the Contractor shall submit to VA a post-payment EDI 837 transaction that includes all payment and OHI



associated activity RA. The Contractor shall provide care to Service Connected Care Eligible Veterans and bill VA for services rendered within the Approved Referral up to VA allowed amount using a post-payment EDI 837 transaction RA.

The Contractor must develop an OHI Verification and Retrieval Plan in accordance with the Schedule of Deliverables.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. OHI Verification and Retrieval Plan
- B. OHI Report

## **12.8 Claims for Services Rendered to Veterans Assigned to Other CCN Region**

The Contractor shall receive, process, and adjudicate Claims for all services provided pursuant to this contract by CCN providers and practitioners in the Contractor's CCN Region network.

## **12.9 Claims Auditing**

The Contractor must detail the approach to implementing and maintaining fraud, waste and abuse (FWA) detection and appropriate prevention in Healthcare, Dental, and Pharmacy payment system in a FWA Plan. The plan must include the Contractors approach to identification, review, follow-up, recovery, and other actions it may take when FWA is discovered and validated. The plan will include details for both automated and manual FWA identification and monitoring. The Contractor shall provide the FWA Plan in accordance with the Schedule of Deliverables.

The Contractor shall ensure that fraud, waste, and abuse (FWA) detection analytics are inherent in its Claims processing system. The Contractor shall share information when FWA is substantiated for any payments which they were reimbursed by VA. The Contractor shall make every reasonable attempt to recover all improper payments for services rendered to Veterans or for persons who were not eligible to receive a benefit.

Abuse is defined as, and Contractor analytics systems shall apply rules to identify, provider practices that that are inconsistent with sound medical practices, business practices, fiscal practices, and may result in unnecessary costs to VA. Business rules will identify services provided that were not medically necessary or fail to meet professional standards for health care.

Fraud is recognized as the intentional deception or misrepresentation made by a person with the intent that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable State law. The Contractor shall demonstrate business analytics rules that may identify fraudulent activity. The Contractor shall apply and be able to demonstrate rules to identify potentially fraudulent Claims.

The Contractor shall create a Quarterly Cost Avoidance and Recovery/Recoupments Report to include patient level as well as summarized key elements (see Attachment U, "Data Specification v2" (tab 18-Qtrly Cst Avd)), in accordance with the Schedule of Deliverables, within thirty (30) days following the last day of each quarter. The report will include the cost avoidance and recoveries/recoupments achieved as a result of improper payment reviews conducted by the Contractor. Each Quarterly Cost Avoidance and Recovery/Recoupments report shall contain but not be limited to:

- A summary of errors by reason category to include number of cases and dollar value.
- Trending of overpayments from inception and suggested corrective action.
- A detailed narrative with graphical and statistical information.
- Overpayments Established – This component of the report will: a) present the number of cases on which the Contractor has performed its initial assessment, b) indicate if the Contractor has requested and received additional documentation from VA and the timeframes associated with those documentation requests, and c) indicate the date the case was established and the date the Contractor is prepared to move on to the collection phase.
- Overpayments Collected – Collected amounts must only be included in this report if the amount has been successfully collected by the Contractor. Collected amounts shall be shown in a way that allows relation of the collected amount to a specific Claim or invoice.
- Underpayments Identified – Indicate the number of cases that have been identified as having been underpaid and, if available, the estimated value of the underpayments.
- Overpayments Adjusted – During the course of the audit, there may be situations where the overpayment amount needs to be adjusted. This report will present any of those situations where adjustments have been required and the associated date of those adjustments.
- The number of reviews completed during each month of the quarter.
- Variance analysis for any reporting category with a greater than 15% increase or decrease from the current quarterly report to the previous report, to include any unusual activity even if it does not exceed the percentage.

Each Quarterly Cost Avoidance and Recovery/Recoupments Report for the final quarter of the applicable contract year shall include an annual analysis of the full PoP. The report for the final quarter shall include summarized information in presentation format (Microsoft Word, Excel, or PowerPoint) in laymen's language to facilitate conveying this information to senior VHA Community Care Leadership and to VA management. The report for the final quarter shall include lessons learned and will reflect unusual activity that persists throughout all four quarters. The report will include suggestions for improvements, implemented corrective action, and roll-up summaries from the quarterly reports.

Financial adjustments needed based on the findings in the Cost Avoidance and Recovery / Recoupment report, both overpayment and underpayment will be made upon acceptance of the report by VA. Audit *ad hoc* reports are responses to a current need for specific information in a specified format to support a VA audit. VA will request any *ad hoc* report by email to the Contractor's POC. The Contractor shall provide *ad hoc* reports, in accordance with the Schedule of Deliverables, three (3) business days after the request. Requests for *ad hoc* reports will not exceed eight (8) per year, and shall be requested by the COR.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Quarterly Cost Avoidance and Recovery/Recoupments Report
- B. Audit *Ad Hoc* Reports
- C. FWA Plan

**12.10 Reserved****12.11 Reserved****12.12 Claims Reporting**

The Contractor shall transmit (non-clearinghouse file transfer) to VA through DAS a daily file containing all EDI 837 Claims received from CCN providers, including those that are in a pre-payment status, in accordance with the Schedule of Deliverables.

The Contractor shall provide Weekly Claims Processing Reports (see Attachment U, "Data Specification v2" (tab 19-Wkly Claims Processing 2018)) through VA DAS, in accordance with the Schedule of Deliverables, that summarizes all Claims activity. The Contractor must commence sending Weekly Claims Processing Reports at the start of Claims processing. The Contractor shall run the Weekly Claims Processing Reports and include all Claims activities from Sunday through close of business on Saturday, for the submission to be received by VA no later than 11 PM Eastern Time each Sunday. The Contractor shall include totals for open Claims, pending Claims, rejected Claims, newly received Claims, adjustments, transfers, Claims processed, adjustments processed, closing of pending Claims, denied Claims, and closing of adjusted Claims at the CCN level, and at the NPI or TIN level. The Contractor shall include the following categories by the age of the Claim, and provide a total for each category: 0-10, 11-30, 31-60, 61-90, and 90+ days.

The Contractor shall provide Quarterly Claims Audit Reports (see Attachment U, "Data Specification v2" (tab 20-Qtrly Claims Proc 2018)) through VA DAS in accordance with the Schedule of Deliverables.

The Contractor shall provide *ad hoc* reports, standardized reports, and special reports that satisfy request requirements within mutually agreed upon timelines, but no later than five (5) business days from date of request. VA can request a maximum of twenty-four (24) ad hoc reports during each period of performance. The Contractor shall have search capabilities built into its systems to quickly and easily accommodate such requests.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. EDI 837 Transaction File
- B. Weekly Claims Processing Reports
- C. Quarterly Claims Audit Reports

**12.13 Federal Codes and Regulations**

The Contractor shall ensure the Claims processing system and any associated business rules and processes incorporate and maintain VA statutory and regulatory authorities, including any subsequent changes thereto.

**12.14 Improper Payments Elimination and Recovery Improvement Act**

On July 22, 2010, the Improper Payments Elimination and Recovery Act of 2010 [Public Law 111-204, (IPERA)], was signed into law. This legislation, and its predecessors and subsequent amendments (Improper Payments Information Act of 2002 [Public Law 107-300], Improper Payments Elimination and Recovery Improvement Act of 2012 [Public Law 112-248], and Federal Improper

Payments Coordination Act of 2015 [Public Law 114-109], collectively referred to as IPERA in this document, requires agencies to review annually all programs and activities, identify those that may be susceptible to significant improper payments, estimate annual improper payments in the susceptible programs and activities, and report the results of its improper payment activities. IPERA also requires agencies to conduct payment recapture audits. The Fraud Reduction and Data Analytics Act (Fraud Act) of 2015 [Public Law 114-186] was approved on June 30, 2016 and requires agencies to improve financial and administrative controls and procedures to assess and mitigate fraud risks, and to improve development and use of data analytics for the purpose of identifying, preventing, and responding to fraud, including improper payments. VA has determined that Community Care is a program susceptible to significant improper payments.

#### 12.14.1 Payment Accuracy

The Contractor is fully responsible for ensuring VA is invoiced in accordance with the contract pricing and payments guidelines and only for services authorized through an Approved Referral. VA will pay the Contractor the applicable price for healthcare services in accordance with the Schedule of Services unless the invoice is for less than the Schedule of Services. For all instances where the Contractor submits a Healthcare invoice for less than the Schedule of Services, the rate billed is accepted as a “one-time” automatic adjustment to the negotiated contract rates and will not result in the identification or correction of any underpayments during audits, reviews, or attestation engagements. For all instances where the Contractor submits a Healthcare invoice for less than the Schedule of Services, the Contractor may request VA reconsideration for Healthcare invoice in accordance with Section G.15.

#### 12.14.2 Accounting and Access to Records

The Contractor shall maintain an accurate accounting of payments and Standard Episodes of Care and make those documents available to VA or another Federal Partner. VA may use the services of a support Contractor (s) to assist in assessing Contractor compliance with the healthcare invoicing / medical Claims processing requirements within the contract. To that end, the support Contractor (s) may require access to the Contractor’s business records or other proprietary data to review such business records regarding contract compliance. 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 VA in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. The Contractor shall cooperate fully and make available any records as may be required to enable VA to assess Contractor compliance with healthcare invoicing / medical Claims processing requirements. The documents shall be provided to the requestor within forty-five (45) calendar days from the date of request.

The Contractor shall aggregate data using the format found in Attachment U, “Data Specification v2” (tab 21 – Quarterly Audit & RC 2018) and submit the Quarterly IPERA Audit and Root Cause report through VA DAS in accordance with the Schedule of Deliverables. VA uses this information to determine accuracy of payments (to include eligibility and Approved Referrals) and that services were received. This data will be available to VA in the performance of audits / reviews to determine accuracy of billing and incentives / disincentives calculation.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details).

## A. Quarterly IPERA Audit &amp; Root Cause

**12.14.3 Agreed-Upon-Procedures**

The Contractor must hire a third-party auditor who is a member with the American Institute of Certified Public Accountants (AICPA); is in good standing with AICPA; and complies with AICPA's Code of Ethics standards 1.2000.001 and 1.110.010. The auditor must be independent and have no affiliation with the Contractor and its subsidiaries that could cause conflicts of interest or be motivated to skew the results of the procedures to benefit the Contractor. See CLIN X015 for additional details regarding pricing for this service.

The auditor will conduct an Agreed Upon Procedures review of the complete universe of healthcare service payments, which the Contractor submits to VA for reimbursement (CLINX001; CLINX002; CLINX003; CLINX004AA; CLINX004AB; CLINX006; CLINX007; CLINX008; CLINX009; CLINX010; and CLINX015) from VA to the Contractor in order to determine the percentage and dollar amount of improper payments (to include payments made subject to fraud) in the program as well as recoveries for overpayments that result in a loss to VA. The review will utilize a statistical sampling plan approved by VA in advance of the review to ensure it complies with Office of Management and Budget (OMB) Circular A-123, Appendix C, "Requirements for Effective Estimation and Remediation of Improper Payments," October 20, 2014. Guidance for the performance of such engagements can be found in Attestation Standards (AT) Section 201 of the American Institute of Certified Public Accountants (AICPA) Professional Standards, described more fully below. The Contractor must submit the auditor's Annual Auditing Plan, for approval by VA, that describes the approach for the following year's review in accordance with the Schedule of Deliverables.

The Contractor shall ensure the third-party auditor provides the Independent Auditor Quarterly Report in accordance with the Schedule of Deliverables, concurrently to the Contractor and VA, with the report for Quarter four (4) of the previous year provided to VA by June 1. The Contractor shall ensure the independent auditor provides the Annual Independent Auditor Statistical Projection of Improper Payments in accordance with Schedule of Deliverables to VA and Contractor by June 1. The independent third-party auditor will provide the Contractor and VA the annual statistical projection of improper payments and all reporting requirements for improper payments as required by OMB Circular No. A-123, Appendix C "Requirements for Effective Estimation and Remediation of Improper Payments," October 20, 2014, and OMB Circular A-136, "Financial Reporting Requirements," August 4, 2015. The auditor will also perform an extrapolation of root cause errors that resulted in a loss to VA for recovery purposes. The extrapolation process will include only Claims that are subject to the identified error based on a statistically valid method attributed to the universe of Claims for the audit period.

The review will ensure that the definition of improper payments applied during the review aligns with the definition included in OMB Circular A-123, Appendix C, "Requirements for Effective Estimation and Remediation of Improper Payments," October 20, 2014. The Circular requires the identification of all improper payments to include those that are a loss to VA based on the initial payment without consideration of supplemental adjustments in payment (i.e. the wrong amount was paid or the care was not authorized) as well as those that are administratively incorrect (i.e. documentation is unavailable to fully determine that the invoice should have been paid). If supplemental payments on a Claim initially paid in error are identified by the Contractor, the Contractor must submit a detail report identifying all such adjustments for each such Claim in order to request a reduction in the total

overpayment amount extrapolated from the audit results. If a Claim is selected for audit and the Contractor cannot produce the Claim or other pertinent supporting documents or the documents are not auditable, a payment error based on the total unsupported amount will be assessed. The review shall ensure the most current published CMS, VA fee schedule and other applicable contract payment schedules which correspond to the period the services were rendered are utilized when determining if a payment was accurate. The Contractor shall provide evidence that the pricing schedule was obtained from certified sources. During the audit, the auditor will validate the proper configuration of the Contractor's payment system. Any variance in pricing caused by use of different pricing sources by the Contractor and the auditors will be identified and addressed by the Contractor and auditor. If the variance is caused by the differences in payment schedules used but are otherwise correct, then the vendor calculations will be considered accurate. If the variance is caused for some other reason, the vendor calculations will be considered inaccurate.

If new guidance is issued or laws/regulations are changed, the Contractor shall ensure the definition is adjusted and applied in accordance with the new guidance/laws/regulations.

The Contractor shall provide the independent auditor's Post Audit Findings and Recovery Report in accordance with the Schedule of Deliverables. The report is to be transmitted to VA utilizing DAS.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details).

- A. Annual Auditing Plan
- B. Independent Auditor Quarterly Report
- C. Annual Independent Auditor Statistical Projection of Improper Payments
- D. Post Audit Findings and Recovery Report

#### **12.14.4 Error Determination Rebuttals**

The Contractor must submit rebuttals of audit error findings to the auditor and VA within thirty (30) calendar days of the date of the Post Audit Findings and Recovery Report. Rebuttals not submitted within thirty (30) calendar days of the report will be excluded from further consideration. The auditor will have thirty (30) calendar days to make a final determination on the rebuttal. The auditor will provide rebuttal decisions to VA for review. VA will make the final determination regarding whether a payment is in error or not. Once the errors are finalized, the auditor will extrapolate those errors that resulted in a loss to VA for recovery.

#### **12.14.5 Additional Reviews**

VA or its authorized third-party may conduct an audit of the accuracy of payments in accordance with Generally Accepted Accounting Principles or regulatory guidance quarterly at its cost. Nothing in this section removes the right of any Government oversight entity to review payments for accuracy.

#### **12.14.6 Recoveries**

The results of errors resulting in a loss to VA of the Agreed Upon Procedures review will be extrapolated across all the medical Claims submitted during the procedures period that meet the same identified error, e.g. category of care, to determine the total overpayment of the medical Claims population sampled. The Contractor must complete the extrapolation of the samples within fourteen (14) days of the completion of Agreed Upon Procedures. The Contractor must then identify all invoices subject to those errors to identify all overpayments within sixty (60) days of the completion of



Agreed Upon Procedures (after the error determination rebuttal period). The Contractor must provide VA a complete listing of all invoices requiring adjustment in order to ensure all errors have been identified and corrected at the end of the sixty (60) day period in order to ensure that VA receives a credit for all overpayments. Audits resulting in the identification of overpayments to the Contractor requiring recovery will be provided to VA in the Overpayments Electronic File in a structure to allow VA to identify the specific error that resulted in the overpayment, (e.g., coding error, pricing error, improper bundling, eligibility error) and the corresponding individual Claim number(s) that resulted in the overpayment that were identified as included in the extrapolation and overpayment calculation.

Payments made by the Government to the Contractor for less than the negotiated contract rate based on the Contractor invoice that are found in the review are not used to offset overpayment adjustments as underpayments (see "Payment Accuracy"). In addition to the Contractor reimbursing VA for the projection of improper overpayments resulting in a loss to the Government, the Contractor must complete a review of all payments within the universe of healthcare service payments which the Contractor submits to VA for reimbursement (CLINX001; CLINX002; CLINX003; CLINX004AA CLINX004AB; CLINX006; CLINX007; CLINX008; CLINX009; CLINX010; and CLINX015) that align with root causes improper payments identified in the attestation engagement within three (3) months of all payments made to identify improper payments and ensure root causes are corrected. If the full review identifies additional improper payments, the Contractor shall adjust each Claim subject to the identified error and submit as a corrected invoice.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details).

#### A. Overpayments Electronic File

### 12.14.7 Reduction of improper payment performance goals

VA will establish a payment accuracy performance threshold. The accuracy of payments will be calculated via the independent audit for identification and reporting of improper payments and measured against the performance thresholds established in Attachment T, "Incentive Plan v2" (e.g., annual performance threshold is identified at 95.0% accuracy). If the independent audit results conclude a 94% accuracy, the Contractor is assessed a 2% disincentive.

Adjustments are in addition to the Government's rights under FAR 52.212-4. At any time or times, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. "Audits", includes audits on statically valid samples.

## 13.0 VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS

### 13.1 Veteran Appeals

In the event that the Contractor denies a Claim and the Veteran has a financial liability (e.g., denied emergency service Claims) for that denied Claim, the Contractor shall provide a notice of the denial to the Veteran with a description of the Veteran's right to appeal such denial to VA. The Contractor shall include "VA Form 4107VHA" (<http://www.va.gov/vaforms/va/pdf/VA4107VHA.pdf>) with the notice of denial to the Veteran.

## 13.2 Practitioner and Provider Reconsiderations

The Contractor must establish and always maintain a provider reconsideration process for all Claims that are denied, either in whole or in part. The Contractor shall notify the CCN provider or CCN CIHS Network practitioner in writing, of any such denial, the reason for the denial, and the provider's right to request reconsideration. The Contractor shall ensure all CCN provider or CCN CIHS Network practitioner requests for reconsiderations are submitted to VA within ninety (90) days from the date of denial.

The Contractor must create and submit a description of the Provider Claims Denial Reconsideration Process in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

### A. Provider Claim Denial Reconsideration Process

## 14.0 CLINICAL QUALITY AND PATIENT SAFETY MONITORING

The Contractor must take the necessary steps, as directed by VA, to safeguard Veterans when the Contractor or VA identifies a patient safety issue where Veterans are, or could be, at risk.

When VA identifies clinical quality or patient safety concerns regarding a Veteran's care, the Contractor must conduct a clinical quality and patient safety review and case investigation, as directed by VA, and report their findings to VA.

### 14.1 Clinical Quality Monitoring Plan (CQMP)

The Contractor must develop and submit a written Clinical Quality Monitoring Plan (CQMP) to VA in addition to documentation of national accreditation status (see Section 2.6, "Accreditation") for certain elements of the CQMP not covered by accreditation status. The CQMP must include but not be limited to the following:

1. A description of the quality monitoring activities for patient safety, clinical quality assurance, clinical quality improvement, and clinical quality peer review
2. A detailed description of the purpose, methods, proposed goals, and objectives designed to ensure the highest quality of clinical care under this contract
3. A description of the process to educate providers regarding VHA clinical practice guidelines
4. A description of the process to work with the VHA Office of Community Care (OCC) to align clinical quality monitoring activities with the VHA OCC Quality and Patient Safety Improvement Program Description
5. A description of a committee/committee structure and its activities that provides executive oversight of quality and patient safety monitoring and improvement for Veteran's Care
6. Identification of authorized Quality and Patient Safety representatives aligned to each VISN be available to participate in established VHA VISN Quality and Patient Safety Meetings
7. A description of the process to ensure that supplied performance results are accurate, complete, and reliable



8. A description of the process to comply with federal, state, and local privacy regulations during the reporting, review and/or investigation of records related to quality and patient safety reporting
9. A description of the process to comply with the performance reporting schedule described in the CCN Quality and Patient Safety Measure Specifications Manual
10. The Contractor will conduct a minimum of three (3) Quality and Patient Safety Improvement Initiatives per year. The initiatives will be mutually agreed upon between Contractor and VA. The Contractor's CQMP must include a written description of the three (3) quality and patient safety improvement initiatives and their expected results/impact. The Contractor must evaluate and update the quality and patient safety improvement initiatives at least annually.
11. The Contractor's CQMP must include a Clinical Quality and Patient Safety Improvement Program (CQPSIP) component
12. Provide documentation for how Clinical Quality Peer Reviews will be conducted including committee structure and membership, oversight, scoring, and reporting of findings. The Contractor must describe the clinical quality peer review committee's composition, qualifications, and quorum of voting members to conduct clinical quality peer review, and frequency of the meetings. The Contractor must detail the framework of review, analysis, education presentations, and oversight used to ensure responsible quality improvement participation by network physicians and affiliated practitioners.
13. Provide documentation for how the Contractor allows VA staff, as mutually agreed upon between Contractor and VA, to actively participate as non-voting members on the Contractor's CQPSIP committees, clinical quality management committees, patient safety committees, clinical quality peer review committees, and credentialing committees for the CCN Region covered under this contract. The Contractor must include how reports from automated data sources, focused studies, and other elements are used in the practitioner evaluation step of the credentialing and privilege process.

The Contractor must provide a copy of its CQMP to VA in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

#### A. Clinical Quality Monitoring Plan

##### 14.1.1 Reserve

##### 14.1.2 Clinical Quality and Patient Safety Improvement Component of the CQMP

The Contractor's CQMP must include a Clinical Quality and Patient Safety Improvement Program component, defined as a set of related activities designed to achieve measurable improvement in processes and outcomes of clinical care. The Contractor's CQPSIP component must be designed to achieve improvements: (i) through activities that target healthcare providers, practitioners, plans, and Veterans; (ii) by addressing administrative processes, Veteran health, error reduction and safety improvement, Veteran functional status, Veteran and provider satisfaction, and program-related

issues; and (iii) for Veterans who are high-risk or high-volume users of services. The Contractor's CQPSIP component must be structured with appropriate elements, including clearly defined sample sizes and inclusion and exclusion criteria, and developed using relevant and rigorous scientific methodology. The data is to be transmitted to VA utilizing DAS.

The Contractor must appropriately document the CQPSIP with the following common elements:

1. Description and purpose of the activity and specific question(s) for study
2. Description of the population
3. Rationale for selection of the CQPSIP baseline data
4. Description of relevant data collection and data sets
5. Goals and time frames for achieving these goals
6. Action plans and interventions
7. Periodic measurements and outcomes

The Contractor will adhere to the processes described in the VHA OCC Patient Safety Guidebook to manage adverse events and close calls involving VA beneficiaries. The Contractor will provide a patient safety event reporting process available to Veterans and network staff for reporting adverse events and close calls.

#### **14.2 Clinical Quality and Patient Safety Issues Identification**

Identification of quality issues applies to medical, dental and ancillary care services. The Contractor must identify, track, trend, and report interventions to resolve any Potential Quality Issues (PQI), Potential Safety Issues (PSI), Identified Quality Issues (IQI), or Identified Safety Issues (ISI) using performance metrics such as the National Quality Forum (Serious Reportable Events, CMS Hospital Acquired Conditions, and Agency for Healthcare Research and Quality Patient Safety Indicators). The Contractor shall adhere to processes identified in VA Guidance (e.g., VHA OCC Patient Safety Guidebook, VHA Patient Safety Handbook 1050.01).

The Contractor shall apply appropriate medical judgment, evidence-based medicine, and best medical practices when identifying, evaluating, and reporting on all PQI, PSI, IQI, and ISI. The Contractor shall process to completion ninety-five (95) percent of all PQI, PSI, IQI, and ISI within ninety (90) days from date of identification. The Contractor may extend the remaining five (5) percent of PQI, PSI, IQI, and ISI to be completed within one hundred eighty (180) days of identification to address issues that require a longer timeframe. For patient safety events requiring an investigative analysis or quality improvement initiative, the analysis must be completed within forty-five (45) days of identification and associated corrective actions must be implemented within ninety (90) days for ninety-five (95) percent of all PQI, PSI, IQI, and ISI. The Contractor shall prepare a Quarterly Clinical Quality and Patient Safety Issues Report (see Attachment U, "Data Specification v2" (tab 12-Clinical Quality 062018) for VA with aggregated PQI, PSI, IQI, ISI, VHA provider complaints, and Veteran complaints data, (See Section 6.1, "Contractor VA Support Call Center Functions") which shall be submitted in accordance with the Schedule of Deliverables.

The Contractor shall implement appropriate IQI and ISI interventions using evidence-based medicine and best medical practices to address and resolve each identified quality and patient safety issue. When the Contractor confirms an IQI, ISI, or determines there is deviation in the standard of practice or care, the determination shall include assignment of an appropriate severity/probability score and describe the actions taken to resolve the quality or patient safety problem.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Quarterly Clinical Quality and Patient Safety Issues Report

## 15.0 PHARMACY

The Contractor shall ensure the CCN Healthcare Services Network include a Pharmacy component. The Pharmacy component shall provide pharmacy benefits to Veterans through use of a Pharmacy Benefits Management (PBM) function that has a retail pharmacy network to provide prescription fulfillment services for urgent/emergent prescriptions from CCN providers and VA providers. The Contractor shall require all routine/maintenance prescriptions to be forwarded to VA pharmacy for processing and fulfillment.

The Contractor shall educate its CCN providers and confirm that the following information is required from the prescribing CCN provider for each routine/maintenance prescription for fulfillment:

1. Provider Name (Family, Given, Middle Suffix) Provider Name Suffix (e.g., Sr., Jr., II., III.)
2. NPI of the Provider
3. TIN of the Provider
4. Provider's PERSONAL DEA Number and Expiration Date (not a generic facility number)
5. Provider's Office Address
6. Providers Office Phone and Additional Phone Number
7. Provider's Fax Number (if applicable)
8. Provider's Discipline (e.g., physician, physician assistant, nurse practitioner)

VA will transmit a list through VA DAS of all VA providers who are eligible to prescribe prescriptions to Veterans within thirty (30) days of contract award date pursuant to 18.15.2. The Contractor shall have a process in place where new VA providers may be active to prescribe prescriptions within twenty-four (24) hours of being provided the information. When VA communicates the deletion of VA provider from the network, the change shall occur within one (1) business day of being provided the information.

The Contractor shall ensure that the CCN pharmacist dispenses prescriptions in accordance with VA Pharmacy program's mandatory generic substitution policy, VHA Handbook 1108.08 ([https://www.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=3291](https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3291)). The Contractor shall prohibit CCN providers from dispensing any pharmaceutical samples to Veterans. The Contractor shall require all CCN providers be registered with its own states' prescription monitoring programs.

The Contractor shall support e-prescribing for retail network prescriptions, in accordance with commercial standards. The Contractor must manage and publish all data files required to support commercial e-prescribing practices. The Contractor shall maintain all electronic formularies administered under this contract and publish updates to the commercial e-prescribing hub, monthly. At a minimum, formularies must be updated quarterly.

### 15.1 Urgent/Emergent Prescriptions

The Contractor must establish a retail pharmacy network to fill urgent/emergent prescriptions received from CCN providers and VA providers for prescription fulfillment. An urgent/emergent prescription is available for a maximum fourteen (14) day supply of medication without refills (or shorter supply of opioid medication if required by state law). The Contractor shall have retail

pharmacies covering all geographic areas of the CCN Region and meet the adequacy standards described in Section 15.2, "Urgent/Emergent Prescription Network Adequacy."

The Contractor's retail pharmacies shall follow established clinical protocol for registration of new patients to determine a Veteran's allergy and previous drug history.

The Contractor must establish procedures that include instructions for prescribing a maximum fourteen (14) day supply of medication without refills (or shorter supply of opioid medication if required by state law), when it is determined medically appropriate by the CCN provider or VA provider and associated with an Approved Referral. The Contractor's procedures must instruct the Veteran to go to a local pharmacy in the retail pharmacy network established by the Contractor's PBM. Retail pharmacy network prescriptions that are not dispensed shall be reversed seven (7) days after the date they were filled.

The Contractor shall provide to its PBM all applicable Veteran eligibility information and network prescribing provider information to facilitate Veterans' receipt of their urgent/emergent prescriptions through the participating retail pharmacies. The retail pharmacies shall provide Veterans the same quality of services provided to beneficiaries of other commercial clients, to the extent allowed by federal regulation and this contract.

The Contractor shall ensure that all pharmacy documents, and the receipt of the medication by the Veteran or the individual authorized by the Veteran, are in accordance with all applicable state and federal laws. The Contractor shall ensure that network pharmacies have procedures to reasonably assess the validity of prescriptions ordered by fax, telephone, and e-prescribing.

The Contractor must require all CCN providers to generate a second prescription for medications, when clinically needed for continued treatment beyond the urgent/emergent fourteen (14) day supply and submit the prescription to the authorizing VA Facility's pharmacy by fax or other agreed-upon electronic method within one (1) hour of issuance of the urgent/emergent prescriptions for processing. Incomplete prescriptions will not be processed and will be returned to the prescribing provider to resubmit to the authorizing VA Facility's pharmacy for processing once completed.

The Contractor must require its CCN providers to check with its state's prescription monitoring program for any controlled substance utilization prior to writing any controlled substance prescription for a Veteran to ensure appropriate opioid/controlled substance use.

To meet the requirement of the MISSION Act's intent of safe opioid prescribing, the Contractor will be required to provide a list of opioid/controlled substances prescribed in re-occurring intervals. Format, fields, delivery timing and point of contact at VA will be established during implementation meetings.

The Contractor must instruct and mandate its CCN providers to use VA Urgent Emergent National Formulary (subject to routine updates) (Attachment M, "Urgent and Emergent Drug Formulary v2"). When CCN or VA providers are unable to comply with VA's Urgent/Emergent Formulary, the Contractor must ensure that its PBM communicates to the retail pharmacy the applicable Urgent/Emergent National Formulary alternatives. If a medication from VA's Urgent/Emergent National Formulary is not acceptable, the Contractor must next offer an alternative from VA's National Formulary (Attachment AE, "VA National Formulary v2"). The Contractor must develop a Prior Authorization process that conforms with VA's non-formulary request process, referenced in VHA

Handbook 1108.08, "VHA Formulary Management Process"

([http://www.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub\\_ID=3291](http://www.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=3291)).

The Contractor shall perform clinical reviews for all Prior Authorization, non-formulary medications, recommending formulary alternatives that are in compliance with the posted Criteria for Use (CFU) on VA PBM website. When a CFU is not available, the Contractor shall utilize a generic Prior Authorization template that requires strict adherence to only FDA approved indications. For unlabeled uses or other clinical exceptions, the Contractor shall contact the Veteran's VA Medical Center pharmacist or designated pharmacy official for assistance on making an approval determination. No prescriptions for topical compounded products are considered urgent/emergent. The Contractor must submit a Monthly Electronic Prior Authorization Report in accordance with the Schedule of Deliverables. The Monthly Electronic Prior Authorization Report shall use the National Council for Prescription Drug Programs (NCPDP) format with two additional columns. The headings of the two additional columns must state "Approve or Disapprove" and "Justification." Entries under "Justification" could be as follows:

1. *"Urgent/Emergent Need as Determined by Provider"*
2. *"Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with CFU"*
3. *"Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with generic Prior Authorization"*
4. *"Non-Formulary for Urgent/Emergent Need as Determined by VA designated staff"*

The Contractor must establish a PBM process that will automatically reject a retail network pharmacy's attempt to renew a Veteran's prescription if it is for the same drug and strength within thirty (30) days of the original fourteen (14) days prescription. Approved Prior Authorizations include continuation of pain or antibiotic therapy; otherwise, the Contractor shall contact the Veteran's VA Medical Center pharmacist for assistance. The monthly Electronic Prior Authorization Report shall use the NCPDP format with the two additional columns noted above ("Approve or Disapprove" and "Justification."), including a section for continuation of pain or antibiotic therapy. Entries under "Justification" could be as follows:

1. *"Urgent/Emergent Need for Continuation of Pain or Antibiotic Therapy as Determined by Provider"*
2. *"Urgent/Emergent Need for Continuation of Therapy as Determined by VA staff"*

The Contractor must provide, in accordance with the Schedule of Deliverables, a Monthly Electronic Urgent/Emergent Prescription Report in NCPDP format, as a flat, tab delimited file, to VA including the following information on each prescription filled:

1. Pharmacy name, store #, address, and phone number
2. Pharmacy prescription number
3. National Drug Code number of the drug that was used to fill the prescription
4. Text description of drug
5. Number of days' supply, quantity, and date dispensed
6. Average Wholesale Price (AWP) including % off AWP, AWP at time of charge, and dispensing fee
7. Prescribing provider, who prescribed the medication, including the NPI and DEA numbers (if required for prescription)
8. Patient's last four digits of Social Security Number (SSN)
9. Provider status (i.e., CCN provider or VA provider)

- 10. VISN
- 11. Facility ID
- 12. Referral Number

This monthly report shall provide details on urgent/emergent fill performance metrics, as referenced in Section 15.2, "Urgent/Emergent Prescription Network Adequacy."

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Monthly Electronic Urgent/Emergent Prescription Report
- B. Monthly Electronic Prior Authorization Report (to include Continued Need Justifications)
- C. Summary of Opioid Prescriptions

## 15.2 Urgent/Emergent Prescription Network Adequacy

The Contractor shall ensure that a retail pharmacy network is established and in place, and that it's adequate in size, scope, and capacity to ensure that Eligible Veterans receive timely access to urgent/emergent prescription services in accordance with the following standards, at a minimum, for each VA Facility service area:

**Table 16. Network Pharmacy Minimum Access Standards**

Average Drive Distances	
Urban	Network pharmacy 90% of Veteran have access within five (5) miles of a Veteran's residence
Rural	Network pharmacy 70% of Veterans have access within fifteen (15) miles of a Veteran's residence
Highly Rural	Network pharmacy 70% of Veterans have access within thirty (30) miles of a Veteran's residence

Any deviations from these minimum standards shall be requested in writing by the Contractor and submitted to the COR. Written requests shall include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR and a determination will be provided by the Contracting Officer.

The Contractor must submit the Pharmacy Adequacy Plan to VA in accordance with the Schedule of Deliverables.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Pharmacy Adequacy Plan

### 15.2.1 Urgent/Emergent Prescription Performance Metrics

The Contractor shall report performance toward the defined performance metric goals for all urgent/emergent prescriptions handled by the retail pharmacy network monthly. These goals and metrics are:

1. 95 percent overall conformance with VA Urgent/Emergent Formulary for CCN providers



2. 90 percent generic dispensing for VA Urgent/Emergent prescriptions for CCN providers. The Monthly Urgent/Emergent Prescription Performance Metrics Report shall be submitted in accordance with the Schedule of Deliverables and include the ability to drill down to prescribing provider level, including contact information and retail pharmacy location utilizing DAS.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Monthly Urgent/Emergent Prescription Performance Metrics Report

### 15.3 Routine/Maintenance Prescriptions

VA healthcare benefits include providing Veterans with prescription medications, medical/surgical supplies, and nutritional products. The Contractor's CCN providers may prescribe medications to be processed by VA's pharmacy only where the Veteran is enrolled for care as part of the authorized CCN healthcare services under this contract.

The Contractor shall instruct and mandate its CCN providers that prescriptions shall be prescribed in accordance with VA's National Formulary, which includes provisions for requesting non-formulary drugs (see [http://www.va.gov/VHAPUBLICAtions/ViewPublication.asp?pub\\_ID=3291](http://www.va.gov/VHAPUBLICAtions/ViewPublication.asp?pub_ID=3291)).

In addition to the online formulary, an online formulary search tool is available at: <http://www.pbm.va.gov/apps/VANationalFormulary/>. This application provides formulary alternatives to non-formulary drugs in the same VA drug class. The Contractor shall instruct its CCN providers to utilize this application in order to prescribe appropriate formulary medications. All Prior Authorizations or non-formulary prescriptions received by VA's Pharmacy must be reviewed in coordination with the CCN provider and authorized by VA Pharmacy before dispensing.

Prescriptions shall be transmitted by secure fax or other agreed-upon electronic method to VA for processing. Incomplete prescriptions will not be processed and will be returned to the prescribing provider to re-submit to VA for re-processing once completed.

Seasonal flu vaccine are authorized to be administered by the CCN retail pharmacies in accordance with VA Vaccination recommendations (<http://www.publichealth.va.gov/vaccines.asp>) and the Centers for Disease Control and Prevention immunization protocols governing its use, found at <http://cdc.gov/vaccines>. VA will provide to the Contractor during contract implementation and with each option period award thereafter, a SEOC listing of approved vaccinations and CPT/billing codes that will be reimbursed without further authorization from VA. The Contractor shall ensure its Pharmacy providers verify eligibility prior to dispensing a flu vaccination.

Veterans are required to present a valid identification (e.g. State driver's license) and a VA issued identification card. All other vaccinations require prior authorization.

### 15.4 Contingency Plan for Disaster Response

In the event the VHA Undersecretary for Health or his/her designee initiates VA's continuity of operations plan (COOP) in response to a disaster, the Contractor shall make available its retail pharmacy network to Veterans affected by such disaster. VA will provide to the Contractor a list of Veterans affected by the disaster who are eligible to access the Contractor's retail pharmacy network. The Contractor shall make available its retail pharmacy network service to those Veterans on the list within twelve (12) hours of receiving the list from VA. The Contractor shall allow a maximum of thirty (30) days of fill for each prescription medication at the retail network pharmacy in accordance with the

Veteran's CCN or VA provider prescription. The Contractor's retail pharmacy may also call VA Pharmacy to transfer the disaster response prescription(s).

The Contractor shall provide, utilizing DAS, an Electronic Disaster Response Prescription Report, in accordance with the Schedule of Deliverables and following the NCPDP format, on a monthly basis during the period for which the service is provided and for ninety (90) days following the end of the service.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

**A. Electronic Disaster Response Prescription Report**

## **15.5 Walk-In Prescriptions**

As a result of a Walk-In visit, a Veteran may receive an Urgent/Emergent prescription(s) for fulfillment. The Urgent/Emergent formulary will address pharmaceutical needs for Eligible Veterans receiving Walk-In care. Non-Urgent/Emergent prescriptions can be faxed/e-prescribe to VA's pharmacy for fulfillment.

## **16.0 DURABLE MEDICAL EQUIPMENT**

The Contractor shall provide urgent and emergent DME, Medical Devices, orthotic, and prosthetic items (hereinafter referred to as "DME and Medical Devices") to Eligible Veterans.

### **16.1 Urgent/Emergent Prescriptions for DME and Medical Devices**

The Contractor shall provide DME and Medical Devices to Eligible Veterans for an urgent or emergent condition requiring DME and/or Medical Devices as determined by a CCN provider. Urgent or emergent condition for DME and Medical Devices is a medical condition of acute onset or exacerbation manifesting itself by severity of symptoms including, but not limited to, pain, soft tissues symptomatology, and bone injuries. Urgent or emergent DME or Medical Devices may include, but are not limited to: splints, crutches, canes, slings, soft collars, walkers, and manual wheelchairs. All other (i.e., non-urgent or non-emergent) DME and Medical Device prescriptions shall be submitted to VA for the prescribed item(s) to be purchased and provided by VA. Failure to plan or coordinate with VA in advance of a scheduled procedure or patient discharge for instances in which the need for DME and/or Medical Devices can be reasonably anticipated, does not constitute an urgent or emergent condition for DME and/or Medical Devices. The Contractor shall ensure that CCN providers assess cost effectiveness of a rental option for an urgent/emergent DME/Medical Devices, if available. If a rental option is selected, the rental period may not exceed thirty (30) days. The Contractor shall ensure that CCN providers submit any longer term need of urgent/emergent DME/Medical devices to VA for fulfillment.

The Contractor shall provide DME or Medical Devices to Veterans receiving care in the community for urgent or emergent conditions at the time of healthcare service delivery or soon thereafter.

### **16.2 Routine Prescriptions for DME and Medical Devices**

The Contractor shall ensure that CCN providers submit all prescriptions for routine DME and Medical Devices for Eligible Veterans to VA for fulfillment. The Contractor shall require all DME and Medical Device prescriptions contain the following information:



1. Date of Request
2. Patient's Full Name
3. Patient's Date of Birth
4. Patient's Last four (4) Digits of SSN
5. Patient's EDIPI
6. Prescribing Provider's Full Name
7. Prescribing Provider's Address
8. Prescribing Provider's Phone Number
9. Prescribing Provider's Fax Number
10. Diagnosis and International Classification of Diseases (ICD)-10 Code(s)
11. Description and HCPCS Code for Each Prescribed Item
12. Detailed Information (e.g. brand, make, model, part number)
13. Medical Justification for Each Prescribed Item (if a specific brand/model/product is prescribed)
14. Item Delivery Location/Address and Expected Delivery Date
15. Patient Education was completed or mailed to provider to finalize education
16. Medical Provider's Signature

The Contractor shall ensure that all DME and Medical Device prescriptions are submitted using VA-provided order forms or templates. All VA forms and templates for DME and Medical Devices, along with instructions for use, will be provided to the Contractor during the implementation phase. A sample DME and Medical Devices form is attached and will be updated during the implementation phase (Attachment N, "VHA Request Form for CCN DME, Medical Device, Orthotic, and Prosthetic Items v2"). The Contractor shall notify CCN providers that VA reserves the right to issue comparable, functionally equivalent DME and Medical Devices to what is prescribed by the CCN provider.

The Contractor shall require that all prescriptions for hearing aids are submitted to VA for review and fulfillment. For hearing aids, the Contractor shall provide initial testing results related to potential hearing aid needs to VA. Hearing aids cannot be purchased or provided under this contract by the Contractor or the CCN providers. VA will provide information for the hearing aid manufacturers that have current contracts with VA.

The Contractor shall require that all requests for home oxygen are submitted to VA for review and fulfillment. For home oxygen, the Contractor shall provide definitive testing results related to potential home oxygen needs and detailed home oxygen prescriptions. Home oxygen equipment or supplies cannot be purchased or provided under this contract by the Contractor or the CCN providers. The Contractor shall inform the CCN providers that the need for home oxygen shall be planned sufficiently in advance of the procedure or patient discharge to avoid delay in fulfilling the prescription.

The Contractor shall require CCN providers to be responsible for all necessary follow-up care, including patient education, training, fitting, and adjustment for the prescribed item. VA will procure and send the prescribed item to the prescribing CCN provider location, unless specified otherwise, for the prescribing CCN provider to provide follow-up care and the item(s) to the Veteran.

### **16.3 Reserved**

### **16.4 Oral Appliance Therapy (OAT) for Obstructive Sleep Apnea (OSA)**

The Contractor shall provide the capability for Eligible Veterans to receive Oral Appliance Therapy (OAT) for obstructive sleep apnea through the Dental Network established in Section 17.0. OAT is

classified as medical treatment for a medical disorder, obstructive sleep apnea, which is provided by a licensed dentist.

## 17.0 DENTAL

The Contractor must establish and maintain a network of dental providers to provide outpatient dental care to all Eligible Veterans who also satisfy the dental eligibility requirements of 38 U.S.C. § 1710(c) and 1712 and 38 C.F.R. § 17.93 and 17.160-17.166.

### 17.1 Dental Network Adequacy

The dental network shall include both general and specialized dental care. Specialized dental services include all recognized American Dental Association (ADA) specialties except for pediatric dentistry.

Minimum network standards for Veteran access are as follows:

**Table 17. Dental Network Access Standards**

Minimum Network Standards for Access to General Dentistry		
Urban	Thirty (30) minutes	
Rural	Forty-five (45) minutes	
Highly Rural Location	Sixty (60) minutes	
Minimum Network Standards for Access to Specialized Dentistry		
Urban	Forty-five (45) minutes	
Rural	One hundred (100) minutes	
Highly Rural Location	One hundred eighty (180) minutes	
Appointment Availability Emergent and Urgent for General and Specialized		
	Emergent	Urgent
Urban	Twenty-four (24) hours	Forty-eight (48) hours
Rural	Twenty-four (24) hours	Forty-eight (48) hours
Highly Rural Location	Twenty-four (24) hours	Forty-eight (48) hours
Appointment Availability Routine (General and Specialized)		
	General Dental Care	Specialized Dental Care
Urban	Thirty (30) days	Thirty (30) days
Rural	Thirty (30) days	Thirty (30) days
Highly Rural Location	Thirty (30) days	Thirty (30) days

Any deviations from these minimum standards shall be requested in writing by the Contractor and submitted to the COR. Written requests shall include a detailed explanation of the circumstances that justify a deviation. Written requests will be reviewed by the COR and a determination will be provided by the Contracting Officer.

### **17.2 Dental Network Provider Credentialing**

The Contractor shall confirm that CCN Dental Network providers are credentialed in accordance with the requirements set forth in Section 3.7 of this contract, and by a nationally recognized accrediting organization for the Contractor's credentialing program unless the accrediting organization's standards are not applicable to such services, facilities and providers.

If a CCN Dental Network provider is or has been licensed in more than one state, the Contractor shall confirm that the provider certifies that none of those states has terminated such license for cause, and that the provider has not involuntarily relinquished such license in any of those states after being notified in writing by that state of potential termination for cause.

### **17.3 Dental Network Compliance**

The Contractor shall ensure CCN providers comply with the most current version of the Code on Dental Procedures and Nomenclature published in the ADA's Current Dental Terminology (CDT) manual throughout the PoP.

### **17.4 Dental Care Referrals and Prior Authorization**

The Contractor's processes shall require that, except as described in the following paragraph, after an initial authorized dental referral is completed, all recommended treatment plans be reviewed and approved by VA prior to the Veteran receiving care.

VA will provide the Contractor an initial list of dental services as part of Attachment IA, "Dental Service Prior Authorization Exception List v2" in advance of dental treatment. Upon the receipt of an updated Dental Services Prior Authorization Exceptions List and associated business rule guidance from VA, the Contractor shall communicate and distribute the updated Dental Services Prior Authorization Exceptions List to dental providers within the CCN within thirty (30) days of receipt.

The Contractor shall have a referral for all dental services to be provided under the contract in advance of treatment. Attachment IA, "Dental Service Prior Authorization Exception List v2" defines specific services that may be performed after the referral is established without further clinical review or prior authorization by VA. All dental services not listed in the attachment require prior authorization by VA.

### **17.5 Return of Dental Records**

The Contractor shall educate its CCN Dental Network providers to return dental records of completed care, including supplemental images/radiographs, to VA within forty-five (45) days upon completion of the dental treatment plan. The Contractor shall educate its CCN Dental Network providers to always submit requested documentation directly to VA via secure electronic submission, where available. See Section 18.13, "Submission of Medical Documentation," for submission format requirements.

## 17.6 Dental Clinical Quality Management

The Contractor must establish and always maintain a process for dental clinical quality management as detailed in Section 14, "Clinical Quality and Patient Safety Monitoring". The Contractor shall follow the processes for Appeals and Grievances as represented in Section 13.1, "Veteran Appeals," of this document.

## 18.0 TECHNOLOGY

The Contractor must leverage its existing Information Technology (IT) systems, with enhancements as necessary, to perform the requirements outlined within the PWS. The Contractor shall keep its systems in line with evolving industry standards and the Contractor shall plan future system enhancements, as appropriate, to support CMS and the Office of the National Coordinator (ONC) Electronic Health Record (EHR) Meaningful Use Stage 3, and related 2015 EHR certification criteria providing consistent, standards-based workflow, and building on open specifications including health Level 7's Fast Healthcare Interoperability Resources (FHIR), the Data Access Framework (DAF), OAuth, and other VA approved specifications, such as those developed under the Argonaut project.

### 18.1 Contractor Software Configuration Management Requirements

The Contractor shall utilize a solution to support the requirements herein that is configurable to allow for changes to be tested, accepted, and implemented. When VA requests a change to the solution, the Contractor shall implement the change by the mutually agreed upon date.

### 18.2 Continuity of Operations

The Contractor must develop a Continuity of Operations Plan (COOP) that demonstrates the process for the continuous operation of its IT systems, data availability, and organizational support of the CCN. The Contractor's COOP must be submitted to VA in accordance with the Schedule of Deliverables. The COOP must include user access and authentication processes. The Contractor must provide the current COOP annually thereafter. The COOP must include information specific to all actions that will be taken by the Contractor in order to continue operations should an actual disaster be declared for its CCN Region. The COOP must describe the process for managing temporary system unavailability and the communication method that will be used to ensure minimal process disruption. The Contractor's system and associated data shall be available at all times even in the event of hardware, software, and/or communications failures.

The Contractor shall notify VA's Contracting Officer and COR in writing, the scheduled system maintenance at least two (2) weeks in advance. The system maintenance notification shall include the system(s) affected, changes that will occur, and the date/time changes will be in effect. The Contractor shall schedule system maintenance only during the standard maintenance windows provided by VA. For unscheduled system maintenance, the Contractor shall notify the Contracting Officer and COR via email (within one [1] hour of being alerted of an issue).

The COOP must address the following categories:

1. Process for Continuous Operations
2. System Maintenance (Scheduled and Unscheduled)
3. Hardware/Software System Failures
4. Temporary System Unavailability
5. Availability Performance

#### 6. Disaster Recovery

The COOP shall meet the operational and availability standards, including a downtime process for all systems provided under this contract, as set forth below:

**Table 18. Operational/Availability Standards**

Hours of Operation	Availability*	Return to Operations
24/7	99.9%	12 hours

\* Excluding agreed upon downtime

When unscheduled downtime occurs for more than one (1) cumulative hour in any given twenty-four (24) hour period, VA may request that the Contractor conduct a Root Cause Analysis. The Contractor shall complete such analysis and provide its findings and recommended corrective actions to the COR within ten (10) days of the request. The Contractor shall provide the COR with a schedule to resolve any identified issues within two (2) days of completion of the Root Cause Analysis.

The Contractor must submit a COOP Report in accordance with the Schedule of Deliverables. The COOP Report shall include the data identified in Attachment U "Data Specifications v2" (tab COOP) such as system downtime (planned and unplanned) recorded that month (total hours and minutes), functional capabilities impacted by the system down time, cause/reason for the system downtime, updates/changes made to the system during downtime (or steps taken to remediate if no changes), and a summary of any analysis and corrective actions reported to the COR during the reporting period.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Continuity of Operations Plan
- B. Continuity of Operations Report

### 18.3 Contractor System Access

The Contractor shall provide VA and Contractors serving on the behalf of VA that have appropriate security and privacy agreements in place, with real-time, read-only access to the Contractor's system(s) that provide the functionalities required under this contract:

**Table 19. Contractor Systems (Users per CCN Region)**

Functionality	Users per CCN Region
Customer Service	750
Claims Processing	750

Data Repository	60
Contractor's Self Service Website (18.8)	Unlimited

The Contractor shall include user access control and user authentication information of the Contractor's systems as part of the implementation plan. The user access control and user authentication information must include defined roles and permissions, and the process for setting up and managing user accounts. The Contractor shall provide access via Application Programming Interfaces (API) for future use in VA application read-only access to the data required under this contract.

#### 18.4 VA System Integration Requirements

The Contractor is required to integrate with VA's DAS to provide a standard interface for data access and storage of structured and unstructured data. For this DAS connection, the Contractor must enter into an Interconnection Security Agreement (ISA) with VA per the terms found in Attachment O "Interconnection Security Agreement with MOU v2." The Contractor shall be responsible for all documentation to certify its system meets all the requirements for information security, system certifications, and privacy in order to connect to all VA necessary systems. DAS is the approved gateway for sharing data between external and VA entities. The Contractor shall provide the details for its systems integration with DAS and an integration timeline in the implementation plan (see Attachment P Q R - "DAS Interface Control Document v2").

In the future, as further technology capabilities become available (i.e. Argonaut project mature, FHIR standards and API, for exchanging electronic health records), these more sophisticated methods will be adopted by VA in collaboration with the Contractor.

#### 18.5 Veteran Demographic and Administrative Data

VA will send the Contractor demographic and administrative data through the DAS interface. VA will share updated data with the Contractor through DAS when pertinent demographic and/or administrative information is updated/changed. The interface will use secured connections (Hypertext Transfer Protocol Secure (HTTPS)) between Contractor servers and DAS servers. See Attachment H, "Eligibility Verification and Enrollment Data Exchange v2," and Section 18.4 for more information.

#### 18.6 IT Customer Service

The Contractor shall provide customer service support to assist VA users with access to Contractor's systems and data as defined in this contract. IT Customer Service support shall be available via toll-free telephone and email Monday through Friday from 8AM and 6PM (excluding federal holidays) in all local time zones in the Contractor's assigned CCN Region

#### 18.7 VA Community Care Provider Portal

VA will establish a Community Care Provider Portal that will allow the CCN provider to view a Veteran's EHR (capability available today) as well as the capability to track referral workflow and exchange data/documentation between VA and CCN providers (will be available by contract award). The type of data/documentation that could be exchanged through the portal includes referral information, medical documentation, DME/Medical Device prescriptions and Prior Authorization requests.

AccessVA (<https://access.va.gov/accessva/>) will serve as the single starting point and secure log in process for CCN providers and their staff to obtain access to VA's Community Care Provider Portal. AccessVA partners with government-approved Sign-In Partners to issue digital credentials (i.e. username / password) used to identify a person signing into VA websites.

If a CCN provider and designated staff that will need to access VA's Community Care Provider Portal do not already have one of the offered credentials, they can register directly through a Sign-In Partner's website. When Contractors require portal access they must follow the procedures below. Refer to the list below for the Sign-In Partners available to CCN providers and staff to obtain the necessary credentials:

- **ID.me:** ID.me is a secure login provider certified by the Federal Government. ID.me is designed to help citizens login to multiple government websites with a single account. <https://www.id.me/>
- **DS Logon:** The Department of Defense Self-Service Logon (DS Logon) is a secure, self-service logon ID that allows individuals to access several websites using a single username and password. DS Logon is available to DoD and VA Service Members and Patients (Active Duty, Guard/Reservists, Retirees), Veterans, Spouses, Eligible Family Members (18 and over), and Civilian Retirees. <https://www.dmdc.osd.mil/identitymanagement/help.do?execution=e2s1>
- **DoD CAC Card:** The Department of Defense (DoD) Common Access Card (CAC) is the standard identification card for Active-Duty Military Personnel, Selected Reserve, DoD Civilian Employees, and Eligible Contractor Personnel. It is also the primary card used to access DoD buildings and it provides access to DoD computer networks and systems. <http://www.cac.mil/>

### 18.8 Contractor Self Service Website

The Contractor must provide a secure, role-based website (a single HTTPS) with functionalities for CCN providers, and VA Personnel. This Contractor-provided website will be separate and unique from the portal to be established by VA. The Contractor Self Service Website shall provide access to machine readable data as well as provide the capabilities as described in Section 6.4, "Contractor Customer Service Technology," and other parts of the PWS.

For CCN providers, the Contractor Self Service Website shall display (specific to Veterans they are authorized to care for): Veterans benefits, access to VA's Master Provider Directory search function, Claims, information on the appeals and grievance processes, and provider manual.

For VA Personnel only, the Contractor Self Service Website shall provide access to the following: all submitted Claims, and access to reporting capabilities that includes the ability to drill down to the Veteran level, as required in this PWS.

The Contractor shall ensure that for VA Personnel and CCN providers, the Contractor Self Service Website also shall provide access to real-time pharmacy dispensing data from the Contractor's PBM in order to prevent medication errors and maintain clear communication with CCN providers and patients. Pharmacy data required per Veteran with prescriptions filled by the PBM are:

- National Drug Code
- Drug Name



- Strength
- Quantity
- Dispensed and/or Adjudicated Date

### 18.9 Contractor Reporting and Data Submission

The Contractor shall make all reports, as required in this PWS, available to view and download as described in Section 18.8, "Contractor Self Service Website," Where required within the PWS, data elements/files shall be transmitted to VA (see Section 19.4, "Data Transmissions") via VA DAS described in Section 18.4.

### 18.10 Email Communication

The Contractor shall use a VA approved secure encrypted email when exchanging protected health information and personally identifiable information with VA through email communication.

### 18.11 Reserved

### 18.12 Submission of EDI Transactions

The Contractor shall exchange all EDI transactions as required in this PWS. The Contractor shall transmit these EDI transactions in the current HIPAA-compliant standard format as required by HHS, which are listed for reference below:

1. The ASC X12 Standards for EDI TR3 - Health Care Services Review-Request for Review and Response (278), May 2006, ASC X12N/005010X217, and Version 5010 to Health Care Services Review-Request for Review and Response (278), ASC X12 Standards for EDI TR3, April 2008, ASC X12N/005010X217E1, as referenced in § 162.1302.
2. The ASC X12 Standards for EDI TR3 - Health Care Claim: Dental (837), May 2006, ASC X12N/005010X224, and Version 5010 to Health Care Claim Dental (837), ASC X12 Standards for EDI TR3, October 2007, ASC X12N/ 005010X224A1, as referenced in § 162.1102 and § 162.1802.
3. The ASC X12 Standards for EDI TR3 - Health Care Claim: Professional (837), May 2006, ASC X12N/005010X222, as referenced in § 162.1102 and § 162.1802.
4. The ASC X12 Standards for EDI TR3 - Health Care Claim: Institutional (837), May 2006, ASC X12N/005010X223, and Version 501600 to Health Care Claim: Institutional (837), ASC X12 Standards for EDI Technical Report Type 3, October 2007, ASC X12N/ 005010X223A1, as referenced in § 162.1102 and § 162.1802.
5. The ASC X12 Standards for EDI TR3 - Health Care Claim Payment/Advice (835), April 2006, ASC X12N/005010X221, as referenced in § 162.1602.
6. The ASC X12 Standards for EDI TR3 – Additional Information to Support a Health Care Claim or Encounter (275), 2007, ASC X12N/005010X210.
7. American National Standards Institute (ANSI) ASC X12N/005010X279 270/271 Technical Report Type 3 (TR3) for Health Care Eligibility Benefit Inquiry and Response and its associated Errata 005010X279A1.

The EDI 275 transaction file shall include a Trace Number segment that contains the Provider Attachment Control Number. The EDI 837 transaction file shall include a Paperwork segment that contains the Attachment Control Number.



When additional accompanying EDI Standard Transactions are adopted and mandated by CMS for use at a future date, the Contractor shall comply with those EDI Standard Transactions by the compliance dates as specified by HHS.

### 18.13 Submission of Medical Documentation

The Contractor shall educate its CCN providers and CCN CIHS Network practitioners to submit medical documentation to VA via an accepted modality as outlined in Attachment S, "CC Data Flow Diagram v2", and in order of preference according to the list of preferred documentation listed below. If using Direct Messaging or eHealth Exchange, the file format shall be in Portable Document Format (PDF) format or use a Consolidated Clinical Document Architecture (CCDA) template. Initially, the Continuity of Care Document (CCD) is acceptable, but the ultimate template for receipt of findings from a referral is the Consultation Note CCDA.

Preferred Documentation Exchange Methods (\* = will be available by contract award)

1. Community Care Provider Portal\*
2. VA Health Information Exchange
3. Secure, Encrypted Email (Direct Messaging, Virtru Pro)
4. EDI 275 Attachments\*
5. Secure Fax

### 18.14 Submission of OHI

The Contractor shall submit the OHI Report in Section 12.7.2 weekly through the DAS (see Section 18.4).

### 18.15 Provider Data Transfer

#### 18.15.1 Contractor Provider Data

The Contractor must create and deliver a Network Provider File in accordance with the Schedule of Deliverables. The Contractor must submit an initial full Network Provider File (see Attachment U, "Data Specification v2" (tab 16-Master Provider File 2018) in accordance with the Schedule of Deliverables. After the initial delivery, the Contractor will submit weekly files thereafter until health care delivery is met. The Government anticipates the need for delivery of the Network Provider Change File every two (2) to four (4) weeks after health care delivery. The Contractor will be notified of the desired delivery frequency by the Contracting Officer in writing. The Contractor must submit the Network Provider Change File (see Attachment U, "Data Specification v2" (tab 16-Master Provider File 2018) in accordance with the Schedule of Deliverables. Both the initial and change file submissions will utilize the DAS (see Section 18.4).

VA will share the Network Provider File and their demographics with other Federal agencies.

The Contractor must provide the following information at the kickoff meeting:

1. Provider Name
2. Provider NPI
3. Specialty (if multiple, list each on a separate row)
4. Group Name (if part of a provider group)

5. City, State - For providers/groups with multiple care Site locations, list each location on separate rows

The Contractor will provide the information to the Contracting Officer/COR on CD and electronically via secure email.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Network Provider File
- B. Network Provider Change File

#### 18.15.2 VA Provider Data

The Contractor shall use its copy of VA provider data to ensure VA providers have the ability to write prescriptions pursuant to Section 15.0, "Pharmacy." VA will provide a copy of the detailed provider data daily as identified in Attachment U, "Data Specification v2" (tab 16-Master Provider File 2018). VA will provide the Network Provider File format during the Kickoff Meeting. VA will transmit such provider data utilizing the DAS (see Section 18.4). The Contractor must upload the data within twenty-four (24) hours of receipt.

#### 18.16 Section 508 – Electronic and Information Technology Standards

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), that they shall ensure it 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. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508.

These standards have been developed and are published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 C.F.R. § 1194.

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure EIT. These standards are found at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> and <https://www.section508.gov/content/learn>. A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- § 1194.21 Software applications and operating systems
- X § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self-contained, closed products
- § 1194.26 Desktop and portable computers X § 1194.31 Functional Performance Criteria

X § 1194.41 Information, Documentation, and Support

### 18.16.1 Equivalent Facilitation

Alternatively, Offerors may propose products and services that provide equivalent facilitation, pursuant to Section 508, subpart A, §1194.5. Such Offerors will be considered to have provided equivalent facilitation when the proposed deliverables result in substantially equivalent or greater access to and use of information for those with disabilities.

### 18.16.2 Compatibility with Assistive Technology

The Section 508 standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device. Section 508 requires that the EIT be compatible with such software and devices so that EIT can be accessible to and usable by individuals using assistive technology, including but not limited to screen readers, screen magnifiers, and speech recognition software.

### 18.16.3 Acceptance and Acceptance Testing

Deliverables resulting from this solicitation will be accepted based in part on satisfaction of the identified Section 508 standards' requirements for accessibility and must include final test results demonstrating Section 508 compliance.

Deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies. The Government reserves the right to independently test for Section 508 Compliance before delivery. The Contractor shall be able to demonstrate Section 508 Compliance upon delivery.

Automated test tools and manual techniques are used in VA's Section 508 compliance assessment. Additional information concerning tools and resources can be found at <http://www.section508.va.gov/section508/Resources.asp>.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Final Section 508 Compliance Test Results

## 19.0 DATA ANALYTICS

### 19.1 Data Specification

VA has provided, in Attachment U, "Data Specification v2" a compilation of data fields for each report called out in this PWS. Contractors are invited to propose the use of additional data elements for use in reports for consideration by VA. The fields, their type, and definition will be used by all Contractors in order to provide all parties with a uniform understanding of meaning for data fields and the reports. VA has provided VA Identity Management data specification for those data fields that VHA Identity Management has developed for use in VA Master Veteran Index (MVI). All data reports and data repositories and interactive dashboards shall incorporate these fields in the manner specified by VHA Identity Management, as shown in Attachment V, "MVI Identity Management Data Specifications v2."

## 19.2 Data Repository and Data Repository Relational Database Schema

It is the intention of VA to standardize all data elements to be used by VA and all Contractors by providing a data specification for fields to be used in reporting, repositories, and dashboards. It is the intention of VA to have all Contractors use the same relational database schema from which reports will be derived.

VA has provided, in Attachment W, "Data Repository Schema v2," a proposed relational database repository schema to be used in the creation of a data repository by all Contractors. VA invites Contractors to propose additional fields for use in the schema. Contractors may propose additional tables. VA will standardize the report format, the report data column headers, the report data column field definitions, and the relational database schema for all Contractors within thirty (30) days of award.

The Contractor shall create a Data Repository that reflects data the Contractor has collected on Veterans based on VA provided schema, in accordance with the Schedule of Deliverables. The Contractor shall provide access to a fully functional data repository 60 days prior to SHCD. The data repository shall allow VA-designated personnel to access the Contractor's data information system/data repository, permitting VA to extract a copy of the Contractor's data. This requirement does not require direct access to the Contractor's production system(s). The Contractor shall make available sixty (60) user accounts per CCN region to be assigned at the discretion of VA. The Contractor shall manage the list of user accounts based on approved users provided by VA COR throughout the PoP.

All Contractor data contained in the Contractor data repository shall be current and updated with new data no less frequently than daily and shall be accessible to all VA-designated personnel.

The Contractor's data repository shall provide the user the capability to download and retrieve automated and *ad hoc* data to VA in a format that is in Excel and/or acceptable to Structured Query Language (SQL) tables. VA access to the Contractor's data analytics application will be mutually agreed upon by the Contractor and VA and will be included as part of the implementation plan. The Contractor must develop and provide a Data Definitions Dictionary. VA will review all Data Definitions and approve one Contractor Data Definitions Dictionary for use by the Contractor. The Contractor shall use the Data Definitions Dictionary approved by VA. The Contractor shall provide initial and ongoing training for accessing the Contractor's repository. Web-based training is an acceptable training method.

Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Contractor Data Repository
- B. Data Definitions Dictionary

## 19.3 Reserved

## 19.4 Data Transmissions

The Contractor shall provide, in accordance with the Schedule of Deliverables, a nightly data extract, transform, load (ETL) to VA that includes updates to the relational database and is acceptable for

upload into a SQL database. VA will provide the Contractor with access to DAS. DAS is a VA approved secure data transfer system. VA will approve file names to be used for each ETL so that VA DAS can properly route the ETL to the appropriate VA database. The Contractor shall format the nightly data extract based on the Relational Database Schema (Attachment W, "Data Repository Schema v2)."

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Nightly ETL's of specified data

## 19.5 Data Integrity

The Contractor shall clean and validate data stored in the data repository and data to be transmitted to VA daily so that it conforms to the agreed upon data specification for each field.

VA reserves the right to identify data integrity issues with physical or logical properties. A data integrity issue is identified when an ETL thru DAS is rejected at the receiving VA database. ETL's to VA DAS that are rejected for non-compliance with VA provided specification must be corrected within two (2) business days of notification by VA. VA will notify the Contractor of the ETL failure when it is noted by VA staff which will normally be the next business day. Any other data integrity issue identified by VA must be corrected within thirty (30) days of observation and notification of the Contractor by VA.

The Contractor shall provide a Monthly Data Integrity report to VA in accordance with the Schedule of Deliverables. The Data Integrity report shall include all open data integrity issues found by the Contractor and issues reported by VA. The Data Integrity report shall include the data issue description, date identified, action to fix, resolution status, and resolution date. The Contractor shall resolve data integrity issues identified by Contractor or VA within two (2) business days of notification.

Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

A. Monthly Data Integrity Report

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## SECTION D - PACKAGING AND MARKING

**D.1. PACKAGING.** Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder, by other than electronic means, shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

**D.2. MARKING.** Each package, report or other deliverable shall be accompanied by a letter, or other document which:

**D.2.1.** Identifies the contract number under which the item is being delivered.

**D.2.2.** Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

**D.2.3.** Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(End of Section)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1. CLAUSES.**

**FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

**VAAR 872.246-7000 Material Inspection and Receiving Report. (MAR 2008)**

**E.2. INSPECTION AND ACCEPTANCE.** The final acceptance authority for the Government shall be:

Department of Veterans Affairs  
Office of Community Care  
Contracting Officer or designee

**E.3. INSPECTION LOCATION.** Inspections may be conducted electronically or by physical inspection. Inspections will be conducted either at the Contractor's and/or Subcontractor's facilities, or other locations where work is performed. Inspection of services provided shall be accomplished by the duly appointed person. Acceptance of services provided shall be accomplished by the Contracting Officer, COR or the Contracting Officer's designee. Inspections may include, but are not limited to, payment record audits, performance audits, program integrity audits, and Contractor/VA quality assurance audits.

**E.4. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** The Government shall design, implement and conduct adequate contract surveillance and quality assurance to ensure contract requirements and standards are satisfactorily performed. For these purposes, the Government will use a QASP which the COR will provide to the Contractor as revisions occur.

(End of Section)



## SECTION F - DELIVERIES OR PERFORMANCE

### Schedule of Deliverables

Monthly deliverables shall be delivered on the 10<sup>th</sup> day after the end of the previous month, unless otherwise specified in the PWS.

Quarterly deliverables: VA's fiscal year begins October 1 and ends on September 30. The initial quarterly deliverable will be delivered on the 15<sup>th</sup> day of VA Fiscal quarter following SCHD.

**Table 20. Schedule of Deliverables**

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
1	2.1.1	Kickoff Meeting Presentation	Five (5) days before scheduled kickoff meeting	VA Program Manager, COR, Contracting Officer
2	2.1.1	Meeting Minutes	Five (5) days after kickoff meeting	VA Program Manager, COR, Contracting Officer
3	2.2	Project Management Plan	At the kickoff meeting and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
4	2.2.1	Implementation Strategy	At the kickoff meeting	VA Program Manager, COR, Contracting Officer
5	2.2.1	Twice Monthly Status Reports	15 <sup>th</sup> and 30 <sup>th</sup> (or 31 <sup>st</sup> ) of month following start of transition through implementation	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
6	2.2.2	CCN Deployment Plan	At the kickoff meeting and updated monthly thereafter until completion of deployment	VA Program Manager, COR, Contracting Officer
7	2.3	Risk Management Plan	At the kickoff meeting and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
8	2.3	Project Risk Register	At the kickoff meeting and updated as needed	VA Program Manager, COR, Contracting Officer
9	2.4.1	Quality Assurance Plan	At the kickoff meeting and updated annually thereafter	VA Program Manager, COR, Contracting Officer
10	2.4.2	Quarterly Progress Reports	First report due at the end of the federal fiscal quarter following award and then quarterly thereafter	VA Program Manager, COR, Contracting Officer
11	2.4.2	Monthly Progress Reports	Monthly, by the 10 <sup>th</sup> day of each month	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
12	2.5	CCN Communications Plan	At the kickoff meeting and updated as needed thereafter	VA Program Manager, COR, Contracting Officer
13	2.6	Documentation of Accreditation	At time of award or upon receipt, as applicable, and upon renewal thereafter	VA Program Manager, COR, Contracting Officer
14	2.7.2	Initial: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 –Subcontractor Report SOC 2, Type 2 –Subcontractor Report	Must cover a minimum of nine (9) months from contract award and be submitted NLT July 31 <sup>st</sup> of the first year of performance	VA Program Manager, COR, Contracting Officer
15	2.7.2	Subsequent SOC Reporting: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 – Subcontractor Report SOC 2, Type 2 – Subcontractor Report	Must cover a minimum of 12 months and be submitted NLT July 31 of each performance year after initial report, except as directed by VA in the implementation	VA Program Manager, COR, Contracting Officer
16	2.7.2	SOC 1 and SOC 2 Bridge Letter	Fifteen (15) days after the end of VA's fiscal year	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
17	2.7.2	Corrective Action Plan	Seven (7) business days after written notification that the CAP is required	VA Program Manager, COR, Contracting Officer
18	2.8.2	Transition Out Plan and Update	Initial: One hundred eighty (180) days after award; Update: 7 days after request from the Contracting	VA Program Manager, COR, Contracting Officer
19	2.8.2	Weekly status report of Claims inventories and phase-out activities	Weekly following end of contract and start of transition to either VA or new Contractor	VA Program Manager, COR, Contracting Officer
20	3.4	CCN Healthcare Services Network Quality and Performance Criteria Template	Throughout the PoP	VA Program Manager, COR, Contracting Officer
21	3.4	High Performing Provider Quality and Performance Data	Thirty (30) days after SHCD and updated quarterly thereafter	VA Program Manager, COR, Contracting Officer
22	3.6	Network Adequacy Plan	At the kickoff meeting and VA requires a minimum of thirty (30) days for review and approval	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
23	3.6	Network Adequacy Performance Report	Thirty (30) days after SHCD and quarterly thereafter	VA Program Manager, COR, Contracting Officer
24	3.6	Network Adequacy CAP	Within ten (10) days of discovery of performance deficiencies	VA Program Manager, COR, Contracting Officer
25	3.7.1	Documentation of Accreditation/Annual Attestation	At time of award or upon receipt, as applicable, and upon renewal of accreditation thereafter. Annual attestation due date to be determined during the contract kickoff meeting.	VA Program Manager, COR, Contracting Officer
26	6.1	VA Support Call Center Training Documents and Response Scripts	Fourteen (14) days prior to implementation	VA SME identified by VA
27	6.2	CCN Provider Call Center Training Documents and Response Scripts	Fourteen (14) days prior to implementation	VA SME identified by VA
28	6.5	CCN Veteran Complaints and Grievances Process	Thirty (30) days prior to SHCD	VA Program Manager, COR, Contracting Officer
29	6.7	CCN Provider Satisfaction Survey Results	60 days following the conclusion of the survey quarter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
30	6.8	Contractor Call Center Operations and Customer Service Technology Performance Report	Monthly after SHCD	VA Program Manager, COR, Contracting Officer
31	9.1	Medical Documentation Submission Plan	Ninety (90) days after contract award and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
32	10.1	Training Plan	Fifteen (15) days after kickoff meeting and updated annually after HCD and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
33	10.1.1	Annual Training Program Curriculum	Thirty (30) days after kickoff and annually thereafter and updated thirty (30) days prior to the effective date of any material change VA	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
34	10.2	Training Materials	Thirty (30) days after kickoff and annually thereafter and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
35	10.2	Review of Training Materials Report	Ninety (90) days after HCD and annually thereafter and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
36	11.1.3	Discharge Planning Plan	Thirty (30) days prior to execution	VA Program Manager, COR Contracting Officer
37	11.1.4	Appointment Scheduling and Comprehensive Care Coordination Plan	Thirty (30) days after Optional Task is exercised	VA Program Manager, COR Contracting Officer
38	11.1.4	Appointment Scheduling and Comprehensive Care Coordination Implementation Plan	Thirty (30) Days after this optional task is exercised	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
39	11.1.4	Appointment Scheduling and Comprehensive Care Coordination Adequacy Performance Report	Monthly after optional task exercised	VA Program Manager, COR, Contracting Officer
40	11.1.4	Appointment Scheduling and Comprehensive Care Coordination Adequacy CAP	Within ten (10) days of discovery of performance deficiencies	VA Program Manager, COR, Contracting Officer
41	11.1.4	Daily Appointment and Scheduling Comprehensive Care Coordination Report	Daily after optional task exercised	VA Program Manager, COR, Contracting Officer
42	11.2	Care Coordination Follow-Up Plan	Within thirty (30) days after the optional task is exercised	VA Program Manager, COR, Contracting Officer
43	11.2	Daily Care Coordination Follow-Up Report	Daily after optional task exercised	VA Program Manager, COR, Contracting Officer
44	11.3	Comprehensive Case Management Plan	Within thirty (30) days after the optional task is exercised	VA Program Manager, COR, Contracting Officer



Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
45	11.3	Comprehensive Case Management Progress Report	Monthly after optional task exercised	VA Program Manager, COR, Contracting Officer
46	11.4	Comprehensive Disease Management Plan	Within thirty (30) days after the optional task is exercised	VA Program Manager, COR, Contracting Officer
47	11.4	Comprehensive Disease Management Progress Report	Monthly after optional task exercised	VA Program Manager, COR, Contracting Officer
48	12.1.1	Claims Processing Data Dictionary	Thirty (30) days after kickoff meeting and updated at least thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
49	12.3.1	Signature on File Procedure	At the kickoff meeting and updated thirty (30) days prior to any effective change	VA Program Manager, COR, Contracting Officer
50	12.6	EDI 835 Transaction File	Daily after payment of first Claim	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
51	12.7.1	Coordination of Benefits Plan	At the kickoff meeting and updated at least thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
52	12.7.2	OHI Verification and Retrieval Plan	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
53	12.7.2	OHI Report	Weekly after SCHD	VA Program Manager,
54	12.9	Quarterly Cost Avoidance and Recovery/Recoupments Report	Ninety (90) days after payment of first Claim and quarterly thereafter within thirty (30) days following the last day of each quarter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
55	12.9	Audit <i>Ad hoc</i> Reports	VA will request any <i>Ad hoc</i> report by email to the contract POC. The Contractor shall provide <i>Ad hoc</i> reports three (3) business days after the request. Requests for <i>Ad hoc</i> reports will not exceed eight (8) per year.	VA Program Manager, COR, Contracting Officer
56	12.9	Fraud, Waster & Abuse (FWA) Plan	Ninety (90) Days after date of award and updated annually thereafter.	VA Program Manager, COR, Contracting Officer
57	12.12	EDI 837 Transaction File	Daily	VA Program Manager, COR, Contracting Officer
58	12.12	Weekly Claims Processing Reports	Weekly after payment of first Claim	VA Program Manager, COR, Contracting Officer
59	12.12	Quarterly Claims Audit Reports	Thirty (30) days after the end of the first quarter following the SHCD, and within thirty (30) days after the end of each quarter thereafter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
60	12.14.2	Quarterly IPERA Audit & Root Cause	Quarter 1 of Year 1 is due July 31 of Year 2, then each subsequent report is due quarterly on September 30th, December 31st, March 31st, July 31st for the PoP	VA Program Manager, COR, Contracting Officer
61	12.14.3	Annual Auditing Plan	March 31 in the year prior to the review	VA Program Manager, COR, Contracting Officer
62	12.14.3	Independent Auditor Quarterly Report	Quarter 1 of Year 1 is due July 31 of Year 2, then each subsequent report is due quarterly on September 30 <sup>th</sup> , December 31st, March 31st, July 31st for the PoP	VA Program Manager, COR, Contracting Officer
63	12.14.3	Annual Independent Auditor Statistical Projection of Improper Payments	June 1st	VA Program Manager, COR, Contracting Officer
64	12.14.3	Post Audit Findings and Recovery Report	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting Officer
65	12.14.6	Overpayments Electronic File	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
66	13.2	Provider Claim Denial Reconsideration Process	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
67	14.1	Clinical Quality Monitoring Plan	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
68	14.2	Quarterly Clinical Quality and Patient Safety Issues Report	Ninety (90) days after SHCD and Quarterly thereafter	VA Program Manager, COR, Contracting Officer
69	15.1	Monthly Electronic Urgent/Emergent Prescription Report	Thirty (30) days after SHCD and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
70	15.1	Monthly Electronic Prior Authorization Report (To Include Continued Need Justifications)	Thirty (30) days after SHCD and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
71	15.1	Summary of Opioid Prescriptions	To be determined (TBD) - during Implementation Meeting	VA Program Manager, COR, Contracting Officer
72	15.2	Pharmacy Adequacy Plan	At the kickoff meeting	VA Program Manager, COR, Contracting Officer
73	15.2.1	Monthly Urgent/Emergent Prescription Performance Metrics Report	Thirty (30) days after SHCD and monthly thereafter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
74	15.4	Electronic Disaster Response Prescription Report	On a monthly basis during the period for which services are provided and for ninety (90) days following the end of the service	VA Program Manager, COR, Contracting Officer
75	18.2	Continuity of Operations Plan	Fifteen (15) days after kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
76	18.2	Continuity of Operations Report	Monthly after SHCD	VA Program Manager, COR,
77	18.15.1	Network Provider File	At the kickoff meeting	VA Program Manager, COR, Contracting Officer
78	18.15.1	Network Provider Change File	Weekly after the initial, full Network Provider File up until HCD; Post HCD every two (2) – four (4) weeks as directed by the Contracting Officer	VA Program Manager, COR, Contracting Officer
79	18.16.3	Final Section 508 Compliance Test Results	Due at SHCD	VA Program Manager, COR
80	19.2	Contractor Data Repository	Sixty (60) days prior to SHCD	VA Program Manager, COR, Contracting Officer

Item	PWS Task	Deliverable Description	Due Date	Electronic submission to:
81	19.2	Data Definitions Dictionary	At the kickoff meeting	VA Program Manager, COR, Contracting Officer
82	19.4	Nightly ETL's of specified data	Daily after SHCD	VA Program Manager, COR, Contracting Officer
83	19.5	Monthly Data Integrity Report	One (1) week after SHCD and monthly thereafter	VA Program Manager, COR, Contracting Officer
84	A.2 CLIN X013	All Technical Data in accordance with Section G.4 and B.1.7	As indicated throughout B.1.7 and prior to contract closeout	VA Program Manager, COR, Contracting Officer
85	B.33. Information Security	Contractor Security Control Assessment (CSCA)	Thirty (30) days after award and yearly thereafter	VA Program Manager, COR, Contracting Officer
86	G.15,1.4.	Annual Program Manager Reconciliation Report	Ninety (90) days after option year / contract year	VA Program Manager, COR, Contracting Officer

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION DATA

**1. CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR:** TBD

b. **GOVERNMENT:**

Contracting Officer: Lori A. Smith  
36C10G  
Department of Veterans Affairs  
Strategic Acquisition Center  
10300 Spotsylvania Ave, Suite 400  
Fredericksburg, VA 22408

**2. INVOICES:** Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Monthly

**3. 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

Strategic Acquisition Center

10300 Spotsylvania Ave, Suite 400

Fredericksburg, VA 22408

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

AMENDMENT NO	DATE



## G.2 RESERVED

## G.3 IT CONTRACT SECURITY

### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

#### 1. GENERAL

The CCN Contract will not require direct access to VA information or VA systems to meet the requirements of the CCN contract. VA will legally disclose a copy of the required sensitive Government Furnished Information to the CCN Contractor under the authority of the Privacy Act System of Records "Non-VA Care (Fee) Records-VA", 23VA10B3 Routine Use 10 ( 80 FR 146, July 30, 2015), Privacy Act System of Records "Patient Medical Records-VA", 24VA10P2 Routine Use 43 (79 FR 157, August 14, 2014), 38 U.S.C. 5701, HIPAA Privacy Rule provision 45 CFR § 164.506(c) and The Veterans Choice Program Improvement Act, Public Law 115-26 and 38 U.S.C. 7332(b)(2)(H). The data will be sent via FIPS 140-2 encrypted transmission. The CCN Contractor will then receive, retain and then own that data copy. When the CCN Contractor submits back to VA the agreed upon information, VA will then own that copy.

#### 2. INFORMATION CUSTODIAL LANGUAGE

The CCN Contractor, duly owning the received data, will then be solely responsible for ensuring the privacy and security protection of the information in accordance with all applicable federal, state and local laws and provisions afforded sensitive and personally identifiable healthcare information.

#### 3. INFORMATION SECURITY

The CCN Contractor shall be capable of sending and receiving this sensitive data to and from VA using NIST FIPS 140-2 validated encryption. The CCN Contractor must also attest that they are capable of protecting the Government Furnished Information in accordance with the HIPAA Security Rules. If an Electronic Healthcare Network Accreditation Commission (EHNAC) certification has been obtained, provide the assigned certification number. If a Federal Government Authority to Operate (ATO) has been obtained within the past three years, provide a copy of the ATO obtained, and the agency issuing the ATO). If the CCN Contractor has neither of these, the Contractor must provide a synopsis of their network security controls environment as part of their proposal. Upon contract award the CCN Contractor shall complete a Contractor Security Control Assessment (CSCA) within 30 days of contract award and on a yearly basis thereafter to VA's COR. The Contractor must fully cooperate and assist in a government-sponsored security controls assessment; 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.

Deliverables: (See Section 20.4, "Schedule of Deliverables" for details.)

#### A. Contractor Security Control Assessment (CSCA)

#### 4. INFORMATION SECURITY INCIDENT / BREACH

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to sensitive data, or an action that breaches agreed upon security procedures as outlined in B.3. The Contractor shall immediately notify VA's COR and simultaneously, the designated VA ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive data related to this contract.
- b. To the extent known by the Contractor, the Contractor's notice to VA shall provide all relevant information surrounding the incident and identify the information involved within 10 business days of the event.
- c. The Contractor shall adhere to their applicable law whether HIPAA Breach Notifications Rule, 45 CFR §1640400-414 or and Federal Trade Commission FTC section 13407 of the HITECH Act.
- d. The Contractor shall submit a final Security Incident Investigation Report

(End of Clause)

#### G.4 DATA RIGHTS

1. The VA Data Repository Schema, the MVI Identity Management Data along with a copy of individually identifiable health information or personal health information of Veterans (hereinafter collectively known as "Government Furnished Information") will be provided to the Contractor in order for the Contractor to administer the services set forth in this contract. The CCN Contractor will own the copy it receives from VA of the individually identifiable health information or personal health information of Veterans. 2. Government Furnished Information modified, updated, revised or changed in any manner by the Contractor during performance of the contract is technical data as that term is used in FAR 52.227-14, Rights in Data—General (May 2014) and VA shall receive unlimited rights to all such data. 3. All data, and any and all data elements, first produced by the Contractor during performance of this contract that is contained in the Contractor's data reports, VA Data Repository, and in the Contractor's Interactive Dashboard shall be deemed technical data as that term is defined in FAR 52.227-14, Rights in Data—General (May 2014) and VA shall receive unlimited rights to all such data. With respect to Contractor's provider reimbursement rates, in the event the Contractor notifies VA in writing of the proprietary nature of the rates, VA agrees that it will not disclose such rates outside the Federal Government in connection with a competitive acquisition for same or similar services to the CCN 4. During the period of performance of the contract, VA shall have unlimited access to both Government Furnished Information and any and all technical data produced by the Contractor. 5. At the conclusion of the contract, Contractor shall return to VA in a format acceptable to VA all data, including but not limited to the Government Furnished Information and technical data, entered into and processed by the Contractor in performance of this Contract in order that such data can be used, stored, and/or maintained by the Government. The parties agree that the technical data generated, stored, and processed by the Contractor pursuant to this Contract may contain both Sensitive Information and identifiable health information or personal health information of Veterans such that the disclosure thereof would violate the right of privacy or publicity of the individual to whom the information relates or the

right of privacy and publicity of VA. Accordingly, the Contractor relinquishes its reservation of rights set forth in FAR 52.227-14 (b) (2) for all technical data delivered to the Contracting Officer at the conclusion of this contract. 6. The Contracting Officer will be the sole authorized official to release verbally or in writing, any VA Government Furnished Information, technical data or any other written or printed materials pertaining to VA VA791-16-R-0086 Page 35 of 223 maintained and provided by Contractor pursuant to the requirements of the contract. The Contractor will not release any such information.

## **G.5 SMALL BUSINESS SUBCONTRACTING OPPORTUNITIES**

The VA has identified aspects of the PWS for efforts in which a small business could potentially perform. These efforts can be found in Solicitation, Section M, Table 23. This table is provided in order to maximize small business subcontracting opportunities.

## **G.6 LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for Hub Zone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The Contractor is advised in performing contract administration functions, the Contracting Officer 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 Contracting Officer 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## **G.7 SUBCONTRACTING COMMITMENTS – MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The Contractor is advised in performing contract administration functions, the Contracting Officer may use the services of a support Contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support Contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this

requirement. All support Contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer 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 Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

## **G.8 SUBCONTRACTING PLAN – MONITORING AND COMPLIANCE (JUNE 2011)**

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The Contractor is advised in performing contract administration functions, the Contracting Officer may use the services of a support Contractor(s) to assist in assessing the Contractor's compliance with the plan, including reviewing the Contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support Contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding the Contractor's compliance with this requirement. All support Contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer 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 Contracting Officer to assess the Contractor compliance with the subcontracting plan.

## **G.9 TERM OF CONTRACT**

The contract base period will begin 21 days after contract award and extend through September 30 of that fiscal year. The base period of the contract will be less than twelve (12) months. The base period will be followed by seven (7) one-year option periods that may be exercised by VA. The contract is subject to the availability of funds.

## **G.10 PERIOD OF PERFORMANCE**

Base Period/Transition-In: March 1, 2019 – September 30, 2019

The Contracting Officer will revise the periods of performance for the option periods (OPs) based on the actual date of award. If exercised, the periods of performance for

Option Periods 1-7 will be:

Option Period 1: October 1, 2019 – September 30, 2020  
 Option Period 2: October 1, 2020 – September 30, 2021  
 Option Period 3: October 1, 2021 – September 30, 2022

Option Period 4: October 1, 2022 – September 30, 2023

Option Period 5: October 1, 2023 – September 30, 2024

Option Period 6: October 1, 2024 – September 30, 2025

Option Period 7: October 1, 2025 – September 30, 2026

## **G.11 KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS**

The Contractor shall assign to this contract the following key personnel: Contract Manager or Officer and Program Manager. The Contractor shall designate these personnel in writing and notify the Contracting Officer, in writing, if there are any substitutions.

## **G.12 PLACE OF PERFORMANCE**

The primary place of performance for all services required in this contract is the Contractor's Site. The VA, at its sole discretion, may allow a limited number of Contractor personnel access to VA facilities in order to improve performance of contract requirements due to the interdependencies of Contractor and VA personnel throughout the contract. The only individual authorized to grant this access is the Contracting Officer. The Contracting Officer may grant access to VA facilities as additional opportunities for mutual benefit are identified via letter to the Contractor. The Contracting Officer may revoke this access at any time. Limitations and expectations for use of VA facilities are defined below:

1. The VA will only provide physical space (i.e. cubicles or offices), utilities and telephone services to Contractor personnel assigned to perform its contract requirements. The VA will not provide computers or internet connectivity for use by Contractor personnel.
2. Appropriate on-Site VA personnel will cooperate with Contractor requests to establish internet connectivity at each VA Facility.
3. The Contractor may install its computers, printers and other necessary office equipment in areas designated by on-Site VA personnel.
4. The Contractor shall secure its equipment always. The VA is not responsible for damage, loss or theft of any Contractor owned equipment.
5. On-Site VA personnel will provide building orientation, safety training, and facility access to assigned Contractor personnel.
6. Contractor personnel may be required to complete a successful background investigation prior to VA granting access to VA facilities.
7. The VA will not supervise, control, or direct Contractor personnel in the performance of duties. The Contractor shall inform the Contracting Officer and COR immediately if any VA employee attempts to supervise, control, or direct Contractor personnel in the performance of their duties.
8. The Contractor shall submit requests for access via email to the Contracting Officer and COR for consideration.
9. This section does not alter in any way the process or requirements associated with requests for care or reporting requirements of the contract.

## **G.13 PERFORMANCE INCENTIVE PLAN**

The contract includes an Incentive Plan at Attachment T 'Incentive Plan v2.' The Contracting Officer retains the unilateral right to amend the Incentive Plan prior to the start of any performance period.

Incentive determinations will be made unilaterally by the designated fee determining official (FDO), in accordance with the Incentive Plan, and such determinations will not be subject to appeal under the Disputes clause of the contract.

## G.14 ORDERING PROCEDURES

Addendum to Federal Acquisition Regulation (FAR) Clause 52.216-18 Ordering.

1.0 Ordering. Orders under this contract will be in the form of an Approved Referral or a Task Order. A copy of the Approved Referral will be communicated to the Contractor using Health Information Exchange (HIE) or VA's Data Access Service (DAS). Ordering Officers (OO) will make the referral in accordance with VA Policy. Designated OO with Routine referral authority can purchase care under this contract, excluding those services identified in Section 4.3 of the PWS. Designated OO with Elevated authority can purchase care under this contract for all services listed in section 7 of the PWS to include those specified under Section 7.4 (Prior Authorization) of the PWS. The Contracting Office will provide a list of delegated Ordering Officers (Routine / Elevated) that will be authorized to process Approved Referrals. Task Orders will be generated by the Contracting Officer to obligate a quantity for all Medical Administrative Management services which will be individually ordered through Approved Referrals (care coordination follow-up, comprehensive case management and comprehensive disease management).

1.1 The Approved Referral will detail the healthcare services authorized and will contain the following information:

1. Approved Referral Number/Prior Authorization Number
2. Primary and Secondary Payer Status
3. Referral From Date
4. Referral To Date
5. Veteran Name
6. Veteran Unique Identifier
7. Veteran Address
8. Veteran Telephone Number (Optional)
9. Standard Episode of Care
10. VA Primary Care Provider
11. Contract number
12. Date referral submitted to provider
13. Task CLINXXXX (e.g. CLINX001) (optional)
14. CCN NPI Number (optional)
15. Date of Appointment (optional)
16. Care indicated date (required when optional task of scheduling is exercised)
17. Preferred Provider (optional)
18. Other Health Insurance Information (optional)
19. Ordering Officer Name

The provision of healthcare services shall be limited to that set forth in the VA Approved Referral.

2.0 Services not included in the Approved Referral must be requested by the CCN Provider(s) as a new Approved Referral request. Services provided by CCN Providers not included in the scope of an Approved Referral will not be reimbursed.

2.1 Medical Administrative Management Ordering procedures (Optional Task)

2.1.1 Appointment Scheduling and Comprehensive Care Coordination: The requirements for this task are identified in PWS section 11.1 (Appointment Scheduling and Comprehensive Care Coordination). The Contracting Officer will issue a separate task order for this optional service which will provide services for the entire region. The task order will contain the period of performance. A new task order with estimated volumes will be issued for any new year of



performance. VA will issue an Approved Referral by delegated Ordering Officers to identify Veterans eligible for these services authorized under the Appointment Scheduling and Comprehensive Care Coordination optional task order.

2.1.2 Care Coordination Follow-Up: The requirements for this task are identified in PWS section 11.2 (Care Coordination Follow-Up). Contracting Officer will issue a separate task order for this this optional service. The task order with estimated volumes will be issued based on lots of 50. VA will issue an Approved Referral by delegated Ordering Officers to identify Veterans eligible for these services authorized under the Care Coordination Follow-Up optional task order.

2.1.3 Comprehensive Case Management Program Administration: The requirements for this task are identified in PWS section 11.3 (Comprehensive Case Management Program Administration). A new task order will be issued with estimated volumes for any new year of performance. VA will issue an Approved Referral by delegated Ordering Officers to identify Veterans eligible for these services authorized under the Comprehensive Case Management Program Administration optional task order.

2.1.4 Comprehensive Disease Management Program Administration: The requirements for this task are identified in PWS section 11.4 (Comprehensive Disease Management Program Administration). A new task order will be issued with estimated volumes for any new year of performance. VA will issue an Approved Referral by delegated Ordering Officers to identify Veterans eligible for these services authorized under the optional Comprehensive Disease Management Program Administration task order.

## **G.15 INVOICES: ADDENDUM TO 52.212-4**

Invoices for services performed under this contract shall be submitted through the clearinghouse (837 COB) or individual invoices, depending on the type of invoice being submitted.

1.0 Medical Service Invoices - Invoices for the delivery of medical services are medical service invoices prepared and submitted by the Contractor for reimbursement of healthcare Claims. These invoices shall be in accordance with the rates as defined in the Schedule of Services. For invoices considered for payment the Contractor shall provide a complete Coordination of Benefits (837 COB) transaction that includes the following:

- a. VA Approved Referral number (with the exception of the seasonal influenza vaccine),
- b. VA Prior Authorization number, if applicable
- c. Billed charges,
- d. Paid amount, Amount paid by Contractor to provider(s),
- e. Other Health Insurance (OHI) company name, (when applicable)
- f. Internal Control Number (ICN) (i.e., Claim number),
- g. Julian date, indicating the actual date of receipt for all Claims (paper or electronic),
- h. Provider name and address,
- i. Provider NPI number (when applicable),
- j. Tax Identification Number (for those without NPI),
- k. Date(s) of service, and
- l. All industry standard 837 COB transactional data fields.

\*Note: Either 'i' or 'j' as applicable is required for submission.

Additional requirements are contained in section 12 of the PWS (Claims Processing and Adjudication for CCN Healthcare Services Rendered).

The Contractor shall submit to VA a daily transmission of Claims the Contractor adjudicated and paid to CCN providers for healthcare services and pharmacy prescriptions via EDI 837 COB HIPAA Standard Transaction and National Council for Prescription Drug Programs (NCPDP) transactions including payment and remittance advice data. The Contractor shall submit Medical Service Invoices with Claims data to VA for reimbursement within thirty (30) days of Contractor's adjudicated Claim date.

VA reimbursement for Healthcare Services to the Contractor will be made within fourteen (14) calendar days of receipt. When the due date falls on a Saturday, Sunday, or legal holiday when Government offices are closed, may make payment on the following working day without incurring a late payment interest penalty.

**1.1 Rejected and Denied Medical Service Invoices** - The Contractor shall submit complete and accurate invoices for Claims to VA. When an invoice is considered incomplete and requires additional information for processing, it may be rejected and returned for correction and resubmission. VA will provide Contractor with specific reason(s) for rejection and denials.

**1.1.1 Rejected Invoice Resubmission** - The Contractor shall review the reason for rejection and determine how to correct the invoice. If the Contractor resubmits the invoice, then the Contractor must ensure that the entire invoice is complete with accurate information with all required supporting documentation, and the original Claim number is used and contains a suffix that identifies it as a corrected or resubmitted Claim. The Contractor must correct and resubmit the invoice within thirty (30) days of the rejection.

**1.1.2 Denied Invoice Resubmission** - In the event VA denies a Medical Service invoice, the Contractor shall review the reason for denial and determine whether the denial resulted from an incorrect or incomplete submission of the invoice. If the Contractor resubmits the invoice, then the Contractor shall ensure that the entire invoice includes complete with accurate information with all additional supporting documentation to make the invoice valid and the original Claim number is used and contains a suffix that identifies it as a corrected or resubmitted Claim. The supporting documentation shall include an explanation of correction made, and the reason for resubmission. The Contractor shall resubmit an invoice for reconsideration within twelve (12) months from the denied invoice date. Denials will be processed in accordance with PWS Sections 12.1.1 "Claims Adjudication and Payment Rules," 12.7.1 "VA designation of Primary or Secondary Payer of Healthcare Services," and 13.1 "Veterans Appeals."

**1.1.3 Reconsidered Healthcare Invoices** – An invoice that is submitted to VA for payment of healthcare, dental or pharmacy services / supplies that require an adjustment (positive/negative) to a prior payment will require a corrected Invoice. The Contractor shall submit a corrected invoice that is identified by using the prior invoice number as the original invoice but contains a suffix (e.g., Original Invoice Number "-01") as the corrected invoice. The Contractor will have twelve (12) months from the original payment date to submit a Reconsidered Healthcare Invoice. A Reconsidered Healthcare Invoice received beyond the twelve (12) month period may be considered untimely and rejected.



## 1.2 Urgent/Emergent Prescription Claims Invoices

Invoices for Urgent/Emergent Prescriptions shall be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Prescription reimbursement will be consistent with the payment methodology described in the CLIN for Pharmacy.

## 1.3 Urgent/Emergent DME and Medical Device Invoices

Claims for Urgent/Emergent DME Prescriptions shall be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Reimbursement for DME will be consistent with the payment methodology described in the CLIN for DME.

## 1.4 Administrative Invoices:

Invoices shall be submitted monthly in arrears for Administrative Fee CLINS in accordance with the instructions provided in FAR 52.212-4(g).

Monthly Per Member Per Month (Administrative Fees):

The Contractor shall submit electronic copies of the monthly PMPM invoices to the Contracting Officer / COR (in approved Microsoft Office format) and the Tungsten Network and in accordance with the instructions provided in FAR 52.212-4(g).

The Contractor shall submit Administrative Fee invoices based on the number of Active Veterans for the month covered under the invoice. The Contractor shall pay its individual CCN providers as proof of medical services rendered prior to submitting the PMPM invoice to Contracting Officer / COR. The Contractor shall submit PMPM invoices to the COR within ninety (90) days after the Contractor paid the CCN provider for services rendered. PMPM will not be paid for adjustments or corrections of healthcare service Claims. Invoicing for PMPM must include a supplemental data file of elements prescribed in sections 1.4.1 through 1.4.4., taken from VA Approved Referrals and VA Prior Authorization numbers and EDI 835 payment transactions to CCN providers including the following at the Claim level:

1. VA provided referral number (Approved Referral)
2. VA Prior Authorization number
3. Internal Claim Number (ICN) and (Patient Control Number)
4. Date (s) of service for each Veteran included in the PMPM invoice month
5. VA provided EDIPI for each Veteran included in the PMPM
6. Date Paid to CCN provider
7. Amount Paid
8. Billed Amount
9. Name of CCN Provider paid
10. CCN Provider NPI number
11. PMPM CLIN (X011AA, X011AB, X011AC, X011AD)

VA will use a statistical sampling methodology or 100% inspection to complete its review of the elements listed in this paragraph and submit justification to the Contractor for application of the payment identified. The Contractor will be given seven (7) business days to review VA justification and concur or provide evidence to support its non-concurrence.

Rejected invoices: Contractor may resubmit rejected PMPM invoices to VA but no new Active Veterans may be included on any rejected invoice. The Contractor is prohibited from submitting invoices which include Active Veterans that were included on previous invoice submissions that resulted in full or partial payment.

If an invoice is rejected for second time, the COR will submit the results to the Contractor who will have seven (7) business days to provide its acceptance or non-concurrence to the Contracting Officer for final decision of the administrative fees.

#### 1.5 Monthly Optional Task Invoicing:

1.5.1 Appointment Scheduling and Comprehensive Care Coordination CLIN X016Cx: The Contractor shall submit the monthly invoice in accordance with the appropriate tier identified in the task order. VA will verify services were rendered by reviewing data provided within Deliverable 40.

1.5.2 Care Coordination Follow-Up CLIN X017Bx; The Contractor shall submit the monthly invoice in accordance with the Optional Task Order Lot number ordered by the VA. VA will verify services were rendered by reviewing data provided within Deliverable 42.;

1.5.3 Comprehensive Case Management Program Administration CLIN X018Bx: The Contractor shall submit the monthly PMPM invoice after confirmation that the Veteran is on the monthly Comprehensive Case Management Progress Report. VA will verify services were rendered by reviewing data provided within Deliverable 44.

1.5.4 Comprehensive Disease Management Program CLIN X019Bx: The Contractor shall submit the monthly PMPM invoice after confirmation that the Veteran is on the monthly Comprehensive Disease Management Progress Report. VA will verify services were rendered by reviewing data provided within Deliverable 46.

##### 1.5.4.1 File Name Format

File Name e		
(File Name will describe category of PMPM e.g., Admin Case Management, Disease Management, or Pharmacy		
Field Name	Field Format	Sample Data
CCN	Text	CCN
PMPM Region Designation	Text	Region4
Invoice Start Date	Date	20170801
Invoice End Date	Date	20170831
File Extension	Text	.TXT

Example File Name format:

CCN-Region4-20170801-20170831.txt

## 1.5.4.2 Per Member Per Month Record Format

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
Referral number	REF01, REF02	Data fields separated by "X"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Prior Authorization number	REF01, REF02	Data fields separated by "X"	Up to 50-character Alpha Numeric	G1* _____	G1 - Prior Authorization Number
ICN & Patient Control Number	CLM	Numeric		261515	
Date of service	DTM –  SERVICE DATE	Date	CCYYMMDD	20160810	
EDIPI	REF*F8	Alpha Numeric	Up to 50-character Alpha Numeric	EP032515777007230	Original Reference Number
Date Paid	DTM - SERVICE DATE	Date	CCYYMMDD	20160810	
Amount Paid	CLP04  (Claim Payment Amount)	Accounting	Numeric w/2-digit decimal	751.50	
Billed Amount	CLP03  (Total Claim Charge)	Accounting	Numeric w/2-digit	1323.64	
CCN Provider Name	NM103, NM104, NM105, NM106	Last, First, MI, Prefix	Data fields separated by	DOE*JOHN*P*	

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
CCN Provider NPI number	PLB01 (Provider Identifier)	Numeric		6543210903	
PMPM CLIN	REF02				Region ID, three numeric and two alpha characters

Example PMPM Record (fields separated by "^"):

9F\*123456789^G1\*573759597429^261515^20160810^EP032515777007230^20160810^751.50^1312051^DOE\*JOHN\*P\*^6543210903^1011AA

#### 1.5.4.3 File Header Format

Header Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Invoice Start Date	Date	CCYYMMDD	20170801
Invoice End Date	Date	CCYYMMDD	20170831
Number of Active Members billed this month	Numeric	Count of active members for this month	12345

Example Header format

(first line in file):

REG1^20170801^20170831^12345

1.5.4.4 File Footer Format

Footer Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Total Invoice Amount Paid	Accounting	Numeric w/2-digit decimal	25123.54
Total invoice Amount Billed	Accounting	Numeric w/2-digit decimal	259126.44
Total PMPM Record Count	Numeric	Count of records in file (Should match Active Member count in Header)	12345

Example Footer format (last line in file):

REG1^25123.54^259126.55^12345

1.5.4.5 Annual close out of administrative fees CLIN

The Contractor shall submit its annual PMPM reconciliation report of all unpaid PMPM fees for consideration of payment no later than ninety (90) days after the end of the contract year / option year. The Annual PMPM reconciliation report shall be submitted in accordance with the Schedule of Deliverables. At the end of the option year / contract year, the Contractor shall submit any outstanding PMPM invoices within 270 days.

1.5.4.6 Annual PMPM Reconciliation Report File Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

Example Annual Reconciliation Report File Header format (first line in file):

REG1^20170801^20170831

1.5.4.7 Annual Reconciliation Report Record Format

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
EDIPI	Alpha Numeric	Up to 50-character Alpha Numeric	EP032515777007230	Original Reference Number
ICN & Patient Control Number	Numeric		26151500	
VA provided referral number (Approved Referral)	Data fields separated by "*"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Referral Submitted for PMPM	"Y" or "N"	Alpha character	N	
Vendor Original Invoice	Alpha Numeric	Alpha Numeric	PS-00053169-01	
Original Invoice Accepted	"Y" or "N"	Alpha character	Y	
Prior Invoice Number (Multiples possible)				Only populated if Original invoice was rejected
Reason for Rejection	Alpha Numeric	Up to 50-character Alpha Numeric	Invoice didn't match referral	Cannot use delimiter in text ("^")
Referral Submitted for PMPM (N)	"Y" or "N"	Alpha character	N	
Reason for Delay	Alpha Numeric	Up to 50-character Alpha Numeric	Claim didn't match referral	Cannot use delimiter in text ("^")

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
Potential Claim amount (Cost Estimate)	Accounting	Numeric w/2-digit decimal	751.50	
Estimated Claim payment date	Date	CCYYMMDD	20171210	
PMPM CLIN	Alpha Numeric	XX011AA	011AA	Region ID, three numeric and two alpha characters

Referral Submitted for PMPM and accepted:

EP032515777007230^261515001^9F\*123456789^Y^PS-00053169-01^Y^^^^1011AA

Referral Submitted for PMPM and rejected:

EP032515777007230^261515001^9F\*123456789^Y^ PS-00053169-01^N^ PS-00050534-01^Invoice didn't match  
referral^^1011AA Referral not

submitted:

EP032515777007230^2615150101^9F\*123456789^N^^^^Claim didn't match  
referral^751.50^20171210^1011AA

1.5.4.8 Annual Reconciliation Report File Header Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

Example Annual Recap Report Header Format (first line in file): REG1^20170801^20170831

Annual Reconciliation Report File Footer Format

Footer Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Active Membership Accepted Count	Accounting	Numeric	2415306
Active Membership Rejected Count	Accounting	Numeric	2516
Active Membership Delayed Count	Accounting	Numeric	1001

Example Annual Footer format (last line in file): REG1^2415306^2516^1001

Example Annual Footer format (last line in file):

REG1^2415306^2516^1001

**Deliverable: (See Section F, Deliveries or Performance)**

1.5.4.9 Annual PMPM Reconciliation Report

1.7 Implementation Invoices

Invoices for services within CLIN X012 and CLIN X016 through CLIN X019 shall include the following information:

1. Contractor Tax ID
2. Description of implementation milestone met
3. Date (s) of completed implementation milestone services
4. Dollar amount invoiced
5. CLIN
6. VA provided obligation
7. VISN and VA Facility station number when Implementation of the Network begins

1.8 Incentive invoices shall be submitted on a quarterly, semi-annual or annual basis in accordance with the Fee Determining Official's final decision based on the calculations of the Incentive Fee Evaluations. Disincentive reimbursements shall be sent to the VA by check (or) credited against the Contractor's PMPM as agreed upon by the Contractor and the Contracting Officer.

1.9 Government Invoice Address:

Healthcare reimbursement invoicing: The Contractor shall utilize the designated VA clearing house and comply with any requirements of the clearinghouse for the



submission of medical service invoices. The Contractor shall also comply with the requirements listed in B.16 (PWS), Section 12 and C.1, FAR 52.212-4(g).

1.10 Administrative invoicing fees: The Contractor shall submit invoices for administrative fees electronically through VA Financial Services Center (FSC) through the Tungsten Network. (<http://www.tungsten-network.com/VeteransAffairs/>).

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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## SECTION I - CONTRACT CLAUSES

### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL ALTERNATE V (DEC 2007)	MAY 2014
52.227-15	STATEMENTS OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-74	LIQUIDATED DAMAGES	JAN 2008
852.216-74	ECONOMIC PRICE ADJUSTMENT—MEDICAID LABOR RATES	MAR 2018

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

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, Claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such Claims and proceedings.

(i) Payment. —

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record

keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.



(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 33.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of Claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018) ALTERNATE II (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:

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

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

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

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

[] (5) [Reserved]

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

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

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

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

[] (10) [Reserved]

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

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

[X] (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 Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- ☒ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

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

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

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

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

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

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

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

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

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(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.

[X] (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).

[X] (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)).

[X] (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, Non-displacement 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).

☒ (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, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any Subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the Subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(E) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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



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

(H) 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.

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

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

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

(O) 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).

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

(Q)(1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(R) 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.

(S) 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)

## **I.4 RESERVED**

### **I.5 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 01 March 2019 through 30 September 2026.

(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)

### **I.6 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 one episode of care for one unique Veteran, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. There is no maximum dollar single order limitation. Ordering Officials will order routine healthcare or healthcare from the prior authorization list based on each Ordering Officials delegated authority.

(End of Clause)

### **I.7 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 and solicitation Attachments E and F 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 to be inserted at award.

(End of Clause)

**I.8 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor any time prior to contract expiration, provided the Contracting Officer gives at least 5 days' notice of the Government's intent to exercise the optional task. Optional tasks are identified in CLIN X016 through CLIN X019.

Additional Line Items Identified as Optional: Additional line items identified as options are referred to as optional tasks. The Government may exercise optional tasks by written notice to Contractor provided that the Government gives the Contractor a preliminary notice of its intent to exercise the task at least 5 days prior to the start date of the option task. Provided proper preliminary notice is given, the optional tasks may be exercised during the performance of any exercised term of the contract as long as sufficient time remains under the contract.

(End of Clause)

**I.9 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 of contract expiration date.

(End of Clause)

**I.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days prior to contract expiration. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of Clause)

**I.11 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

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

“Active duty wartime or campaign badge Veteran,” “Armed Forces service medal Veteran,” “Disabled Veteran,” “Protected Veteran,” “Qualified disabled Veteran,” and “Recently separated Veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected Veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected Veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**I.13 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

#### I.14 52.244-2 SUBCONTRACTS (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a Subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed Subcontractor.

(iv) The proposed subcontract price.

(v) The Subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The Subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the Subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the Subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any Claim made against the Contractor by any Subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

#### **I.15 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016) (DEVIATION)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate Offerors based on their Service-Disabled Veteran-Owned Small Business Status (SDVOSB) or Veteran-Owned Small Business (VOSB) status and their proposed use of eligible SDVOSBs and VOSBs as subcontractors.

(b) Eligible SDVOSB Offerors will receive full credit, and Offerors qualifying as VOSBs will receive partial credit for the SDVOSB and VOSB status evaluation factor. To receive credit, an Offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-Veteran Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of those SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

#### **I.16 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The Offeror agrees, if awarded a contract, to use the SDVOSBs or VOSBs proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more SDVOSBs or VOSBs for subcontract work of the same or similar value.

(End of Clause)

#### **I.17 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

(a) This clause does not apply to small business concerns.

(b) If the Offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to SDVOSB and VOSBs concerns shall be at least commensurate with the Department's annual SDVOSB and VOSB prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to SDVOSB concerns and VOSBs shall be at least commensurate with the Department's annual SDVOSB and VOSB prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the VIP database. The Contractor shall annually submit a listing of SDVOSBs and VOSBs for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The Contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

#### **I.18 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the Contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A Contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web Site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web Site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:



- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by Contracting Officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **I.19 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 TBD at time of contract award. 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)

#### **I.20 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the Contractor.

(End of Provision)

#### **I.21 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

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

(End of Clause)

**I.22 MANDATORY WRITTEN DISCLOSURES**

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

**I.22 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM**

The guaranteed minimum for the region for the base and each option year is below. The guaranteed minimum will only be satisfied for the Base year through payments to CLIN XX12 and the Option year through payments to CLIN XX11.

Region	Minimum for the Base Year	Minimum per Option Period
4	\$1,022,999.00	\$7,110,000

The maximum contract value for the base and all option periods is \$50,792,999.00.

Region	Maximum
4	\$50,792,999.00

(End of Clause)

**I.23 CONTRACT TYPE 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed-Price IDIQ contract with Incentive Plan resulting from this solicitation.

(End of Clause)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### LIST OF ATTACHMENTS

Attachment A - VA Medical Center Catchment Area by CCN Region.

Attachment AA - Unique by Rurality by Station.

Attachment AB - Pharmacy 14 Day Fills.

Attachment AC - No Show Choice.

Attachment AD - Dialysis Rurality Unique Visits BDOC by Zip v2.

Attachment AE - VA National Formulary.

Attachment AF - Home Infusion by Station.

Attachment AG - Urgent vs Emergent Care.

Attachment AH - Appointment Scheduling and Comprehensive.

Attachment AI - CCN Scheduling Return Reason Codes.

Attachment AJ - ART-IVF Volumes.

Attachment AK- RESERVED

Attachment AL - CCN Stakeholders.

Attachment AM - ART-IVF SEOC.ART

Attachment AN – Region 4 Walk In Volumes

Attachment B - Quality Assurance Surveillance Plan QASP.

Attachment BA - QASP Performance Requirement Summary.

Attachment C - QPR Template.

Attachment D - MPR Template.

Attachment E - Summary Demand Data.

Attachment F - Projected Active Veterans.

Attachment G - Past Performance Questionnaire.

Attachment H - Eligibility Verification and Enrollment Data Exchange.

Attachment I - Prior Authorization List.

Attachment IA - Dental Service Prior Authorization Exception List.

Attachment K - Case Management Standards of Practice.

Attachment L -RESERVED

Attachment M - Urgent and Emergent Drug Formulary.

Attachment N - VHA Request Form for CCN DME Med Dev Orthotic and Prosthetic Items.

Attachment O - Interconnection Security Agreement with MOU.

Attachment P Q R - DAS Data Routing Service ICD.

Attachment S - CC Data Flow Diagram.

Attachment T - Incentive Plan.

Attachment TA - Incentives Disincentives Factor Summary.

Attachment U - Data Specification.

Attachment V - MVI Identity Management Data Specifications.

Attachment W - Data Repository Schema.

Attachment X - Dental Volumes by Station.

Attachment Y - RESERVED

Attachment Z - Station Category of Care Provider Zip Unique.

CCN Reg4 Pricing Template

PWS Attachment 1 - PWS Terms and Definitions.

PWS Attachment 2 - PWS Acronyms and Definitions.

QUESTION SUBMISSION FORMAT

R4 CLIN Line Item 36C10G18R0208 CLIN

SECTION J.FINAL.DOC.1

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

*Internal confidentiality agreement or statement, subcontract, and Subcontractor,* are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or Subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or Subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

### K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)

contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks "have," the Offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

### **K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 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)

#### **K.4 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in



subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

#### **K.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web Site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Restricted business operations* mean business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations

that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-Disabled Veteran-Owned Small Business concern—*

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran.

(2) Service-disabled Veteran means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its Affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a Parent Corporation; or

(2) Through another Subsidiary of a Parent Corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-Owned Small Business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more Veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Veterans; and

(2) The management and daily business operations of which are controlled by one or more Veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

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

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

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

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

(3) *SDVOSB Concern.* [Complete only if the Offeror represented itself as a VOSB concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not an SDVOSB concern.

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

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

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

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

(ii) It ☐ is, ☐ is not a Joint Venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB

concern eligible under the WOSB Program participating in the Joint Venture. [*The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the Joint Venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the Joint Venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a Joint Venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the Joint Venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are*

participating in the Joint Venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the Joint Venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The Offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The Offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

## (2) Foreign End Products:

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

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as



domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

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

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no

offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals—

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<p>(2) <i>Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]</i></p> <p><input type="checkbox"/> (i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.</p> <p><input type="checkbox"/> (ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.</p> <p>(j) <i>Place of manufacture.</i> (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—</p> <p>(1) <input type="checkbox"/> In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or</p> <p>(2) <input type="checkbox"/> Outside the United States.</p> <p>(k) <i>Certificates regarding exemptions from the application of the Service Contract Labor Standards.</i> (Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its Subcontractor if it subcontracts out the exempt services.)</p> <p><input type="checkbox"/> (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror <input type="checkbox"/> does <input type="checkbox"/> does not certify that—</p>	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

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

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

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

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

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

(2) *Representation.* The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a Subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The Offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror—

(i) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the Offeror, and any person owned or controlled by the Offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or Affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The Offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a Joint Venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the Joint Venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

*(Do not use a “doing business as” name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)



(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require Offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web Site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web Site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web Site includes the Offeror’s own Web Site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web Site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or Subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or Subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or Subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

#### **K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

(End of Provision)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016) (TAILORED)

(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 33). 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 33, 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 33, 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 shall be excluded from consideration.

(c) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for **180** 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 pre-award testing.

(e) *Multiple offers.* Not applicable.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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. Eastern Time. 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*. Reserved.

(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 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) 697/2197, Facsimile (215) 697-1462.

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an Offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* 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>. Offerors shall be registered in the System for Award Management (SAM) at time of proposal submission and time of award.

(l) *Debriefing.* If a post-award debriefing is given to requesting Offerors, the Government shall disclose information in accordance with FAR 15.506.

(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 the full text available.

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

## **L.2. GENERAL INSTRUCTIONS.**

**L.2.1.** This requirement is being solicited under the authority of 38 U.S.C § 8153 and FAR Part 12 in conjunction with the policies and procedures for solicitation, evaluation and award

prescribed in Part 15. This section provides guidance for preparing proposals as well as specific instruction on the format and content of the proposal. Offerors are cautioned to follow the instructions provided in this section carefully to assure the Government receives consistent information in a form that will facilitate proposal evaluation. The Offeror's proposal must include all data and information requested in this solicitation and must be submitted in accordance with these instructions. Failure to provide proposals in compliance with the instructions specified in this RFP shall render the Offeror's proposal non-compliant and that proposal shall not be further evaluated for an award. Within this solicitation "shall" means "must always".

**L.2.1.1.** Each Offeror shall comply with the solicitation requirements and submit a clear, concise proposal that includes sufficient detail for the Government's effective evaluation. The instructions describe the type and extent of information required, and emphasizes the significant areas to be addressed in the proposal. Review the PWS and Attachments contained in this Request for Proposal (RFP) for further insight into the areas that must be addressed within the proposal.

**L.2.1.2.** Offerors are advised that the Government will utilize The MITRE Corporation (MITRE), to assist during the source selection. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. MITRE is a Federally-Funded Research and Development Center (FFRDC) as authorized in 41 U.S.C 1709(c) is bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act, and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data.

**L.2.2.** Proposals will be evaluated on the written information submitted by Offerors. The government intends to make only one contract award from this Solicitation, but reserves the right to make none. The following acts or omissions by an Offeror may result in the CO finding the proposal unacceptable, which makes the Offeror ineligible for award:

- (1) Failing or refusing to assent to any of the terms and conditions of the Solicitation or its amendments; or
- (2) Proposing additional terms and conditions of this Solicitation (excluding those permitted under Section L.6.); or
- (3) Failing to submit any of the information required by this Solicitation. Offerors shall submit only one proposal. Alternate proposals will not be accepted or evaluated by the Government. If an Offeror submits more than one proposal, the Government will not evaluate any proposal from that Offeror.

**L.2.2.1.** Sections L and M apply to the Solicitation phase only and will not be part of the resulting contract. Section K, Representations and Certifications, shall be incorporated into the contract by reference per FAR 52.204-19. This information shall be submitted under the Contractor's proposal Volume I.

**L.2.3.** The Offeror should not simply rephrase or restate the Government's requirements in its proposal. The Offeror shall provide a clear explanation that addresses how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities and experience, or information presented in the Offeror's proposal, plus any additional past performance information.

**L.2.3.1.** WITHIN EACH VOLUME OF ITS PROPOSAL (Volumes I-V), the Offeror shall affirmatively state it commits to the following:

- (1) Perform all contract requirements; and
- (2) Comply with all terms and conditions;

**L.2.4. Organizational and Consultant Conflicts of Interest**

**L.2.4.1.** The Offeror's attention is directed to FAR 9.5, Organizational and Consultant Conflicts of Interest.

**L.2.4.2.** For the purpose of these provisions in L.2.4, the term "Offeror" means the Offeror, its subsidiaries, affiliates, partners and marketing consultants, as defined by FAR 9.501, or any of its successors or assignees.

**L.2.4.3. RESERVED**

**L.2.4.4.** The Offeror shall submit in writing to the CO that, to the best of the Offeror's knowledge, there are no relevant facts or circumstances concerning any past, present, or potential contracts or financial interest relating to the work to be performed, which could give rise to an organizational conflict of interest (OCI) as described in FAR, 9.5. In the event an actual or potential OCI exists, the Offeror shall submit a mitigation plan to the CO. The mitigation plan shall effectively demonstrate how the Offeror will mitigate any actual or potential OCI while supporting this contract and any other VHA contract. The Offeror shall also provide the CO with information of previous or ongoing work that is in any way associated with this Solicitation. The Offeror shall include this OCI documentation in Volume I.

**L.2.4.5.** The CO will review all mitigation plans to determine whether award to the Offeror is consistent with FAR 9.5. If the CO determines that no conflict would arise or that the mitigation plan adequately protects the interest of the Government; the Offeror will be eligible for award. If the CO determines that the mitigation plan is inadequate, remedial actions will be considered, including elimination from the Solicitation process, termination of related contract efforts already awarded, or negotiation of the mitigation plan.

**L.2.4.6.** The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in these provisions.

**L.2.4.7.** The Offeror acknowledges the full force and effect of these provisions. The Government reserves the right, in case of a breach, misrepresentation or nondisclosure, to terminate the resultant contract, disqualify the Offeror from subsequent related contractual efforts, or pursue any remedy permitted by law, regulation or the terms and conditions of this solicitation.

**L.2.5. Improper Business Practices and Personal Conflicts of Interest.**

**L.2.5.1.** The Offeror's attention is directed to FAR 3 and VAAR 803, Improper Business Practices and Personal Consultant Conflicts of Interest.

**L.2.5.2.** Use of Former VA/Office of Community Care (OCC)/VHA Employees in Proposal Preparation. The involvement of a former VA/ Office of Community Care (OCC) VHA Employees employee/member in an Offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof if the former VA/Office of Community Care(OCC)/VHA employee/member acquired non-public, competitively-useful information in his



or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror must notify the CO *prior to* the involvement in the proposal preparation by a former VA/Office of Community Care (OCC)/VHA employee/member reasonably expected to have had access to such information. Based on the notification, the CO will make a determination whether involvement of the former VA/Office of Community Care (OCC)/VHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The CO will further determine whether any mitigation measures taken or proposed by the Offeror are adequate to alleviate this concern or whether the Offeror will be disqualified from the competition. Failure to comply with these procedures may result in the Offeror's disqualification for award.

**L.2.6.** Offerors shall use their legal name and not a shortened version that could be confused with a parent company or other corporation. Use of an acronym is permissible after the first usage of the full legal name in each of the five Volumes. The Offeror shall clearly state when its proposal is speaking of itself, its parent company, or a subsidiary.

**L.2.7.** Offerors shall submit proposals to the Contracting Officer at the address indicated below. The proposals are to be in electronic and hard copy format (See L.4.). See SF33 Block 9 for date and time. Hardcopy proposals and electronic copies shall be submitted to:

Strategic Acquisition Center  
Contracting Officer  
ATTN: Ms. Lori A. Smith  
Solicitation No.: 36C10G-18-R-0208  
10300 Spotsylvania Ave Suite 400  
Fredericksburg, VA 22408  
Email at [Lori.Smith3@va.gov](mailto:Lori.Smith3@va.gov)

Each CD label and the outside cover page of each hardcopy volume shall be marked as follows:

OFFEROR  
OFFEROR's COMPANY NAME, e.g., XYZ CORPORATION  
36C10G18R0208  
Volume Number  
CD number (e.g., 1 of 3)  
Identify if the data is protected information.  
Date the CD was created.

### **L.3. GENERAL INFORMATION**

**L.3.1.** The CO is the official point of contact for this solicitation. The CO has assigned a Contract Specialist to coordinate with Offerors for solicitation questions, receive past performance questionnaires, and proposal deliveries. All solicitation documents for this

requirement are available on the Federal Business Opportunities (FBO) website at <http://www.fbo.gov>.

**L.3.1.1.** Questions relating to this RFP shall be emailed to the Contract Specialist (CS) Joy Garrett-Bey at email address [Joy.Garrett-Bey@va.gov](mailto:Joy.Garrett-Bey@va.gov) and Ken Carter at email address [Ken.Carter@va.gov](mailto:Ken.Carter@va.gov). All questions shall be submitted in writing in accordance with the RFP.

Only written questions submitted using the Attachment under Section J, “**Questions Submission Format**” will be accepted. All questions are due five (5) calendar days after the posting of the solicitation on Friday, September 21, 2018 at 2:00 pm Eastern Time. The Government is under no obligation to respond to questions received after the designated cut-off date for questions. The CO will provide the answers to questions to all prospective Offerors via the FBO website at <http://www.fbo.gov>.

**L.3.2.** The remarks, explanations, and answers provided by Government representatives whether orally, or in writing, shall not change or qualify any of the terms or conditions of the Solicitation. The Solicitation can only be changed by a written amendment issued by the CO.

#### **L.4. PROPOSAL PREPARATION**

**L.4.1.** The Offeror’s proposal shall consist of five (5) physically separated Volumes, in the format and quantities described below; the Volumes shall be legible, organized and marked as indicated. Failure to submit complete Volumes in the manner described for each Volume shall be considered as a “no response” and shall exclude the proposals from further consideration. Elaborate brochures or documentation binding, detailed artwork, or other embellishments shall not be submitted and if submitted will not be evaluated. Hard copy proposals shall be printed double-sided with sequential page numbers at the bottom of each printed page. All pages of each proposal shall be appropriately numbered and identified with the solicitation number. In addition to hard copy proposals, Offerors must submit separate electronic versions of each proposal volume onto readable, virus-free compact discs (CDs), compatible with Microsoft Office 2010. Offerors’ electronic versions of their proposals must be submitted in the Portable Document Format (PDF) unless otherwise specified below. The total number of copies includes the original (e.g., 5 copies = original + 4 copies).

**Table 21. Volume Copies**

<b>VOLUME</b>	<b>NAME</b>	<b>NUMBER OF HARD COPIES</b>	<b>NUMBER OF COPIES ELECTRONIC</b>
Volume I	Completed Section K, Certs & Reps (L.2.2.1) OCI Information (L.2.4) Organization Chart (L.4.8) Executed Offer, to include SF 33 (L.5.1.1) Points of Contact (L.5.2) (L.5.5) Small Business Subcontracting Plan (L.5.3) Wage Determinations or CBAs (L.5.4) Financial Data (L.5.6)	2	1
Volume II	Organization Chart (L.4.8) Technical Proposal (L.6)	10	1
Volume III	Organization Chart (L.4.8) Past Performance (L.7.1) Past Performance Summary (L.7.3) Past Performance Narrative (L.7.2) Summary of Description of Each Contract (L.7.3) Past Performance Questionnaires (L.7.5) Organization Roadmap (L.7.6) Small Business Compliance Record (L.7.8)	2	1
Volume IV	Organization Chart (L.4.8) Price Proposal (L.8) Completed "CCN Reg 4 Pricing Template" (L.8.1)	2	1
Volume V	Organization Chart (L.4.8) Socioeconomic Considerations (L.9)	2	1
<b>Volume I - V</b>	<b>Total Combined Volume Set</b>	<b>18</b>	<b>5</b>

**L.4.2. Electronic Copies.** One electronic copy per volume for a total of five (5) electronic copies shall be submitted. The electronic copies shall be submitted on virus-free CD-ROMs that are compatible with Microsoft Office 2010. The set may be submitted on one CD if size permits. For the copies listed above, the documents shall be either in Microsoft Word or Excel format. If this is not possible, then a portable document format (PDF) document in Optical Character Reader (OCR) format is acceptable for all volumes. Each CD shall be labeled as stated in L.2.7. In addition, each CD must be made "final." "Final" is a recording option that renders the CD totally used so no other data tracks can be added. Do not use compressed file formats. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. Electronic versions shall be exact duplicates of the paper copy proposals in both content and format. All portions of the electronic documents, including the body of text, tables, charts, and graphs shall be in a format that enables the Government to perform electronic searches of the documents. **Note:** Joint Photographic Experts Group (JPEG or JPG) images and similar formats containing text, tables, diagrams and charts are graphics files which are NOT searchable. If a picture or screen shot is the only way to provide the information, then the Offeror shall place it within a chart or table that contains a title or such narrative that would allow the Government to find it in a word search. If tables and/or charts, are used within Volumes II and III, the Offeror shall ensure the information is captured within the narrative portion of the proposal. Screen shot, tables, diagrams, graphs, graphics, and /or charts must comply with the format indicated in

Section L.4.3. The information does not need to be duplicated in its entirety in multiple locations, but the narrative should reference the tables and charts. No part of a volume shall incorporate by reference portions of other Volumes of the proposal (e.g., Volume IV, Price Proposal, shall not be referenced in Volume II, Technical Proposal). Information may be referenced within the same volume rather than duplicating the information within that volume. Electronic copies of the proposals shall be sequentially numbered at the bottom of each page.

**L.4.3. Paper Copies.** Paper copy proposals, in the amount noted under Table L.1, Volume Copies, above shall be exact duplicates of the electronic versions in both content and format. In instances where the paper copy differs from the electronic copy, the original paper copy shall prevail. Paper copies shall be separated by Volume, each in a 3-ring binder and identified with the Offeror's name, volume number, volume title, proposal date and solicitation number. A separate binder is required for each volume. All paper copy proposal narrative material shall be submitted on 8 ½" x 11" white paper with one inch (1") margins on all sides. The font for both CD ROM and paper submissions shall be no less than 12-point font and Times New Roman, with 1.5 line spacing. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments shall not be submitted. Proposals shall be printed double-sided, double-spaced between paragraphs, with non-duplicative, sequential page numbers at the bottom of each printed page. Double-spacing does not apply to the table of contents, illustrations, organization charts, supporting data tables, report listings, or labels on process flows. Each page will include the Offeror's name, and solicitation number with the exception of past performance questionnaires, Section K, and financial reports.

Graphics shall be clear and legible for all documents and all content. Any content included in the proposal that is determined not clear and legible will not be evaluated. All portions of the electronic documents, including the body of text, tables, charts, and graphs shall be in a format that enables the Government to perform electronic searches of the documents.

**L.4.4. Page Limitations.** Page limitations shall be treated as maximums. The cover letter, title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms **do not count against page count limitations.** Proposal contents that exceed the stated page limitations will be removed from the proposal by the Contracting Officer, prior to turning the proposal over to the Government evaluation teams, and will not be considered in the evaluations. A single sheet of paper printed on both sides constitutes two pages. If exceeded, the excess pages will not be considered in the evaluation of the proposal. The excess hard copy pages will be destroyed without review, and the excess electronic pages will not be reviewed. The following table, with a breakout of the page limitations cross-referenced to the specific paragraph of Section L, is provided for Offeror's convenience. If a paragraph is not listed in this table, but there is a requirement for information to be submitted in the proposal, then a page limitation is not applicable.

**Table 22. Page Limits**

REFERENCE AND DESCRIPTIONS	PAGE LIMIT	APPLICABLE TO:
L.5. Offer -Volume I	None	N/A
L.4.8. Organization Chart (Copy in each Volume)	None	Offeror and Subcontractor(s), partner(s), joint venture; the page limit applies to per offer not each entity
L.6. Technical Proposal – Vol II	80 (Entire Volume)	Twenty-page limit per sub-factor
L.7.2. Past Performance Narrative – Vol III	20	Offeror and first-tier Subcontractor(s); the page limit applies to each offer, not each entity
L.7.3. Past Performance Summary Description of <b>Each</b> Contract Vol III	4	Offeror and first-tier Subcontractor(s)
L.7.7. Key Personnel Information – Vol III	None	Offeror and first-tier Subcontractor(s)
L.8 Price Proposal- Volume IV	30	N/A
L.9 Socioeconomic Concern- Volume V	20	N/A

**Description:** Identifies the maximum number of pages each volume of the proposal shall contain and how many copies of each volume shall be submitted.

**Instruction:** Each volume of the proposal shall be submit as required in L.4.3.

**L.4.5.** If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale before the proposal due date.

**L.4.6.** An Offeror's proposal will not be incorporated into the awarded contract as a whole. However, the Government may incorporate portions of the proposal.

**L.4.7.** In accordance with FAR 4.8, Government Contract Files, the agency's contracting office will retain one copy of all proposals received. The agency's contracting office will destroy extra copies of the proposals.

**L.4.8. Organization Chart.** The Offeror shall submit its anticipated organizational structure and shall include the prime Contractor and first-tier Subcontractors (as defined in Section L.7.1). The organizational structure shall include addresses and telephone numbers. In the case of a joint venture or other business structure (e.g., subsidiary relying upon its parent corporation and/or relying on other corporate Subsidiaries of its parent), the Offeror shall provide a clear description of the organizational relationships. A copy of the organization chart shall be placed in each Volume of the proposal. The organization chart shall not exceed 4 pages and will not count against any of the other page limitations indicated in L.4.4.

**L.4.9.** The Government contemplates award of a Fixed-Price IDIQ contract with Incentive plan resulting from this solicitation.

## **L.5. VOLUME I - COMPLIANCE.**

**L.5.1.** Volume I shall contain the signed original of all documents requiring the Offeror's signature. Use of reproductions of the signed original is authorized in the copies. As noted above at L.2.3.1., Offerors shall affirmatively state, in writing, whether they commit to fulfilling all requirements, terms and conditions of the contract, taking no exceptions to the RFP.

The Offeror shall submit the OCI information as stated in L.2.4. All certifications and representations, to include Section K, required by the solicitation shall be completed and provided in Volume I. The Offeror shall complete and submit the provision in Section K, FAR 52.204-8, Annual Representations and Certifications with the proposal. The System for Award Management (SAM) online Representations and Certifications Application is available at <https://www.sam.gov/portal/SAM/#1>.

**L.5.1.1.** Offerors shall complete, sign, and date their offer at blocks 12 through 18 of the Standard Form 33. Evaluation of offers received in response to the Solicitation is projected to require up to 180 calendar days to complete. Therefore, the Offeror shall provide at least 180 days in Block 12, Minimum Acceptance Period.

**L.5.2.** The Offeror shall include a cover page in Volume I identifying the Offeror's point of contact (POC) authorized to communicate throughout the solicitation process and who has full authority to bind the company. The Offeror shall provide the following POC information: Full name, title, e-mail address, phone number, fax number, and level of authority.

**L.5.3.** The Offeror shall include its Small Business Subcontracting Plan in Volume I.

Offerors designated as large businesses shall include in Volume I a subcontracting plan as required by FAR 19.702, FAR 19.704, FAR Clauses 52.219-8, Utilization of Small Business Concerns, FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-7003, Small Business Subcontracting Plan. The Offeror's small business subcontracting plan shall include Offeror's description of its good faith efforts to subcontract the proposed total annual planned subcontracting dollars to small businesses. The level of participation can be obtained in any combination of vendor subcontracts, purchases, or other business arrangements. However, network providers are not considered Subcontractors of the prime Contractor. Therefore, dental services provided by network providers may not be counted in the subcontract plan. Additionally, in accordance with 10 U.S.C. § 2410d, Offerors may use the services and/or products of the AbilityOne program (Source America) in meeting their small business subcontracting goals.

**L.5.3.1.** If the Offeror proposes subcontracting goals that differ from those identified in Solicitation Section L.9 the Offeror shall describe how and why its proposed goals are set at levels that realistically represent the maximum practical small business subcontracting goals consistent with efficient contract performance.

**L.5.3.2. Small Business Exception to Subcontracting Plan:** In lieu of submitting a subcontracting plan, and in addition to its Solicitation Section K representations and certifications, a small business Offeror shall make an affirmative statement of its small business status, identify the specific small business category(ies), and describe any teaming arrangements the Offeror intends to use in support of the Offeror's technical proposal.

### **L.5.3.3 RESERVED**

**L.5.4.** The services for which the Government is contracting include benefit management, provider network management, claims processing and customer services. The Service Contract Act applies to this Solicitation for those labor categories defined as "service employees" in FAR 22.1001: Service employee means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or Subcontractor and such persons. See applicable FAR Clauses in Section I: 52.222-41, Service Contract Act of 1965; 52.222-42, Statement of Equivalent Rates for Federal Hires; and 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts).

**L.5.4.1.** In accordance with FAR 22.1009 and 29 CFR 4.4(a)(3)(i): Where the place of performance of a contract for services subject to the Act is unknown at the time of solicitation, the Solicitation need not initially contain a wage determination. The contracting agency, upon identification of firms participating in the procurement in response to an initial solicitation, shall obtain a wage determination for each location where the work may be performed as indicated by participating firms. An applicable wage determination shall be obtained for each firm participating in the bidding for the location in which it would perform the contract. The appropriate wage determination shall be incorporated in the resultant contract and shall be applicable to all work performed regardless of whether the successful Contractor subsequently changes the place(s) of contract performance.

**L.5.4.2.** Because the place of performance is unknown at time of solicitation, the Offeror shall obtain the wage determination from the Department of Labor website, <http://www.wdol.gov>. When selecting the wage determination, Offerors shall use the pull-down menus for the place of performance of service employees based upon their place of performance: proper state and proper county using the odd number wage determinations. The even number wage determinations are not applicable to this solicitation. The wage determination(s) used by the Offeror shall be submitted in Volume I. The Contracting Officer will incorporate the most current version(s) of the applicable Wage Determination(s) as an attachment to the contract and will incorporate any revisions annually thereafter with the exercise of any option period. If the Offeror's employees are covered by a Collective Bargaining Agreement (CBA), the rates from the CBA shall be submitted in place of the wage determination(s) (See FAR 22.1009).

**L.5.5.** The Offeror's contract POC information for Section L.5.2. shall be included in Volume I.

**L.5.6. Financial Viability.** The Offeror shall submit documentation that demonstrates adequate financial resources. Adequate financial resources shall be demonstrated by submission of

documentation that proves available cash balances for the Offeror, liquid assets that can be readily converted to cash, or irrevocable letters of credit in the amount of \$50,000,000.00. The financial information submitted or other information available will be considered by the Contracting Officer in making a responsibility determination. Document must be signed and original shall be included in Volume I. If an Offeror fails to submit the required financial information, it could result in the Contracting Officer determining the Offeror is not responsible (FAR 9.103).

**L.5.6.1.** The Offeror shall submit financial data for the three most recent and complete fiscal years and the most recent interim accounting period, if applicable. This data shall be submitted on the parent corporation, on the Subsidiary Offeror, and on any recent or prospective significant merger candidates. The Offeror shall also identify and explain any audit report opinions that are other than a "Clean" or "Unqualified Opinion," any audit findings, and any required corrective action plans.

**L.5.6.2.** The Offerors shall clearly label all financial statements as audited or not audited, and include the date last audited, name and organization of the auditor, and the date, if applicable, of any certification of the financial statements by the responsible company official. All off-balance sheet arrangements and related party transactions shall be clearly disclosed and explained.

**L.5.6.3.** The following documents are required:

- Annual Reports of the Offeror's three most recent fiscal years (including audit opinions)
- Balance Sheets and Income Statements
- Statements of Retained Earnings
- Statements of Cash Flow
- Statements of projected quarterly cash flows for a 1-year period beginning with the start of the contract (i.e., transition-in).
- The most recent Dun and Bradstreet (D&B) Comprehensive Report, or if not available, another rating company report that is essentially equivalent to D&B (e.g., A.M. Best Company).
- Corporate guarantee from Offeror's holding or parent company, if applicable

**L.5.6.4.** Copies of adverse financial items uncovered in the last 3 years of State Insurance Department audits shall be submitted if applicable. Offerors shall provide a supporting narrative, including a brief description of anomalies. State Insurance Department audits shall be submitted if applicable. Offerors shall provide a supporting narrative, including a brief description of anomalies in the submitted financial data and a brief description of any projected increases and decreases in the Offeror's business base.

**L.5.6.5.** An Offeror that is a start-up company or otherwise does not have annual reports shall provide historical documents (e.g., tax returns), projected income statements and balance sheets, and narrative documentation supporting its ability to obtain financial resources to perform the contract.

## **L.6. VOLUME II - TECHNICAL**

**L.6.1.** The Offeror shall submit a written technical proposal of the requirements and provide a technical approach for the prospective contract. The Offeror shall clearly describe the technical solution and overall approach to the solicitation requirements as identified by the sub-factors in Section L (L.6.2. thru L.6.5.), which will be evaluated against the rating criteria specified in



Solicitation Section M.4.3. This information may be considered in the evaluation of specific technical approaches and related technical proposal risk.

**L.6.1.1. RESERVED**

**L.6.2. Sub-factor 1 – Building and Maintaining a Network**

**L.6.2.1.** The Offeror shall describe its approach to building and maintaining the network to meet and monitor availability, drive time and access standards for supporting medical, CIHS, dental and pharmacy network requirements.

**L.6.2.2.** The Offeror shall provide an Addendum to the Technical Volume in Excel format. Submit an Excel file that contains the current provider data. Include in the Technical Volume the number of current unique providers within your network by CCN Region, by State, by county by VA VISN, by VA Station Number and each NPI with specialty designation.

**L.6.2.3.** The Offeror shall describe in detail its approach to credentialing to ensuring its providers are credentialed to include delegation of credentialing and if providers are not credentialed under an accredited credentialing process.

**L.6.3. Sub-factor 2 - Business Operations**

**L.6.3.1.** The Offeror shall describe its implementation strategy and deployment approach to achieve SHCD and HCD.

**L.6.3.2.** The Offeror shall describe its approach to managing and coordinating all the activities required to manage the CCN once full HCD has been achieved.

**L.6.3.3.** The Offeror shall describe its approach to ensure that accuracy, integrity, quality and timeliness of data transmissions are established for VA.

**L.6.3.4.** The Offeror shall describe its approach to meet the Authority to Operate (ATO) and HIPAA requirements to meet SHCD and HCD.

**L.6.4. Sub-factor 3 - Clinical Quality Improvement.**

**L.6.4.1.** The Offeror shall describe its approach for ensuring consistent and positive clinical outcomes and the method of how they will be reported back to the VA.

**L.6.4.2.** The Offeror shall describe how it utilizes the clinical quality monitoring processes to manage and address issues when CCN quality concerns have been identified.

**L.6.4.3.** The Offeror shall provide its approach to collaboratively work with the veteran, provider and VA relationships to include improve clinical quality outcomes.

**L.6.5. Sub-factor 4 - Healthcare Invoicing and Claims**

**L.6.5.1.** The Offeror shall provide its technical approach to timely and accurate payments to the rendering provider.

**L.6.5.2.** The Offeror shall provide its approach and system capabilities on how they will apply multiple VA fee schedules (each location may have their own format) of individual episodes of

care in accordance with the CLINs to ensure payments made to network providers and VA invoices are for the proper dollar amount.

**L.6.5.3.** The Offeror shall describe its flexibility and adaptability to quickly create and modify claims processing (Healthcare, Pharmacy, Dental) business rules within the systems that will be used to support CCN.

**L.6.5.4.** The Offeror shall describe its approach to managing health policy and payment methodology changes to the claims adjudication and processing system.

**L.6.5.5.** The Offeror shall describe its capabilities and approach to implementing and maintaining fraud, waste and abuse detection and appropriate prevention in Healthcare, Dental, and Pharmacy payment system associated with your proposal.

**L.6.5.6.** The Offeror shall describe its approach to corrective actions that result from variations to contract payment and methodologies to providers.

**L.6.5.7.** The Offeror shall describe its approach to quality assurance in their process of invoicing the VA for all services through this contract.

## **L.7. VOLUME III - PAST PERFORMANCE INFORMATION**

**L.7.1.** This section applies to the prime Contractor and its first-tier Subcontractors, if any. The term "prime Contractor," for the purpose of submitting past performance information, may be an individual company or an entity that is a joint venture (JV). A joint venture is defined as two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profits and losses. For purposes of submitting past performance information, a first-tier subcontractor is a company with a direct contractual relationship with the Offeror whose total contract price exceeds \$200,000,000 for all option periods or a subcontractor who performs claims processing, operates a call center or has a direct responsibility for managing or directing the dental care services. A first-tier Subcontractor does not include providers, mobile dental clinics, related functions such as data entry or copying for core claims processing functions, nor does it include Subcontractors performing functions not relevant to core dental insurance functions.

**L.7.1.1.** The Offeror shall submit past performance information for ongoing contracts or contracts that have concluded within the last three years from the proposal due date. (See definition of "Recent" in Section M.4.3.2.). For contracts submitted and determined by the Government to be recent, the Government will consider the entire period of performance of contracts, including any transition-in and transition-out periods.

**L.7.1.2.** The Government may, at its option, obtain past performance data from other reasonably reliable sources, including, but not limited to, the references listed in the proposal, other customers known to the Government, and persons inside or the Government who may have useful and relevant information (See Solicitation Section M.4.3.2.).

**L.7.2. Past Performance Narrative.** The Offeror shall provide a past performance narrative describing its past performance that the prime Contractor and first-tier Subcontractor(s) have in performing work that is relevant to this solicitation. The Table of Contents and tabs separating sections of the Volume will not be counted towards the proposal page limit as long as they do not contain proposal content. All relevant past performance should be addressed. The Offeror is

required to explain what aspects of its past performance it deems relevant in scope of services as it relates to the requirements for this solicitation. The narrative shall specifically address any past performance in establishing and/or maintaining provider networks, enrollment activities, customer service, claims processing, and referral and authorization activities relevant to the requirements of this solicitation. The Offeror shall provide its company's total number of covered lives and total annual number of claims processed for the most recent 12-month period available.

**L.7.2.1.** If this is a newly formed company, the totals shall be that of the entity to which it reports. If the newly formed company reports directly to the parent company, then the Offeror shall also report the parent's totals for the most recent 12-month period available.

**L.7.2.2.** The Offeror shall address any negative past performance, which it has not addressed elsewhere and been made available to the Government. The Offeror shall also address how any negative past performance was resolved.

**L.7.2.3.** The Government shall not be bound by an Offeror's assertion that its past performance is relevant to the requirements contained within this RFP.

**L.7.3. Summary Description of Each Contract.** For itself and each of its first-tier Subcontractors, the Offeror shall identify three contracts they believe are most relevant in accordance with Section M.4.3.2. and that are currently ongoing or have concluded in the last three years. The Offeror shall state if it and/or its first-tier Subcontractor has fewer than three contracts that are relevant to this solicitation. The Offeror shall not include contracts from its own subsidiaries, or other team members in the organization chart. A separate description shall be provided for each contract not to exceed four pages per contract. For each contract, the Offeror shall provide the following information regarding the contract:

- Verified point of contact for the contract (name, title, address, phone number, email standards/requirements and functions with the Government).
- Start and end dates of the contract.
- Total dollar value of the contract.
- Number of covered lives.
- Number of claims processed annually (state if this is not applicable to the contract).
- Scope of Work: A clear explanation of the scope, magnitude, complexity of the effort, the functions performed and what aspects of the contract are deemed relevant as they relate to the R4 CCN solicitation requirements.
- A clear explanation of management approaches (e.g. risk management and quality.
- management) employed in resolving problems, ability to promptly correct performance problems and the effects of those approaches, in terms of improvements achieved or problems rectified.

**L.7.3.1.** The Offeror shall explain the circumstances if any of the following occurred during the contract period of performance:

- Failure to meet the minimum performance standards in the referenced contract and actions taken to restore performance to an acceptable level.
- Contract option period was not exercised.
- Assessment of Liquidated Damages or other reduction against Offeror.

- Termination of a contract.
- Withheld payments.
- A notice to cure, claim or lien against the Offeror, or suspension of work due to Offeror's quality issues.

**L.7.4.** If the Offeror, or its first-tier Subcontractor(s), was formed or is being re-organized for the purpose of proposing on this solicitation, and the parent corporation, affiliate, or individual entity/entities of a joint venture have relevant past performance and will be involved in the management and/or operations of the Offeror; then the Offeror shall submit the same information that is required in L.7.3 and L.7.5 for the applicable entity/entities. The terms affiliate, entity refer to the degree of ownership that a parent company holds in another company. The Offeror shall document in its Past Performance Narrative (See L.7.2) how it believes this past performance is relevant to this solicitation and the amount of involvement the parent, affiliate, or individual entity/entities will have in the operations of the Offeror. When describing the parent, affiliate, or individual entity/entities' involvement, the Offeror shall describe in detail what division/entity the three contracts report to and what involvement and commitment of resources these divisions/entities will have in the operations of the Offeror. The Offeror shall describe what resources of the three contracts, if any, will be shared with the Offeror (e.g., claims processing, networks, customer service).

**Note:** Offerors shall provide evidence and adequate explanation demonstrating the connection or commitment of resources from the entity with relevant past performance to the entity that will be performing the work. VA will not evaluate the Past Performance reference if there is not sufficient evidence to determine if the relationship is valid.

**L.7.5.** The Offeror and each of its first-tier Subcontractor(s) shall submit a completed past performance questionnaire for each of the contracts required in L.7.3 (See Section J, Attachment G, Past Performance Questionnaire). The Offeror shall not include contracts from its own Subsidiaries, Subcontractors, or other team members in the organization chart. It is the Offeror's responsibility to have the questionnaire completed by the most cognizant officer of the contract or, if it is a Government contract, the Contracting Officer or COR. If these instructions are not followed, VA will not consider the information and the Offeror will be found unresponsive. The Offeror shall submit the completed questionnaires in its Volume III, Past Performance Proposal. The submitted questionnaires shall include the signature, name and title of the person completing the questionnaire. The Government may, at its option, contact the Offeror's references to discuss the Offeror's past performance.

**L.7.6.** Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, or subsidiary companies. If an Offeror/first-tier Subcontractor provides past performance information that was rendered by a predecessor company, the Offeror/first-tier Subcontractor shall include an organizational "roadmap" describing all such changes in the organization of the Offeror/first-tier Subcontractor to facilitate the relevancy determination. The Offeror/first-tier Subcontractor shall describe how it believes the past performance efforts of a predecessor company are relevant to this solicitation in an attachment to the Past Performance Narrative (See L.7.2). The narrative attachment is limited to 4 pages. The Subcontractor shall describe how the past performance efforts of a predecessor company are relevant to this solicitation in an attachment to its Summary Description of each contract (See L.7.3). Any attachment to the Summary Description is limited to 1 page.

**L.7.7.** Offerors with relevant past performance history are not required to and shall not submit key personnel information.

**L.7.8. Small Business Compliance Record.** If the Offeror is a large business, the Offeror shall submit a record of its compliance with FAR Clauses 52.219-8, Utilization of Small Business Concerns; and 52.219-9, Small Business Subcontracting Plan, including past Individual Subcontract Reports and Summary Subcontract Reports, past compliance records regarding monetary targets for Small Disadvantaged Business Participation Program expressed in terms of dollars, if applicable, and all correspondence by the Contracting Officer or Small Business Specialist regarding its compliance for the previous 3 years prior to the date the solicitation is issued. This includes all current and past Government contracts with performance during that time. If the goals were not met, the Offeror shall explain why and the actions the Offeror took to meet the small business subcontracting goals. There is no page limit applicable to this information.

**L.7.8.1.** If the Offeror did not have any federal contracts with FAR Clauses 52.219-8, Utilization of Small Business Concerns; and 52.219-9, Small Business Subcontracting Plan, or was not the prime, then the Offeror shall make an affirmative statement to that effect.

**L.7.8.2.** If the Offeror is a small business, the Offeror shall make an affirmative statement to that effect in its Volume III proposal.

## **L.8. VOLUME IV - PRICE PROPOSAL**

**L.8.1.** Offerors shall submit their prices in the pricing template under Section J., Attachment, "CCN Reg4 Pricing Template" and provide an explanatory narrative that the Offeror provides as the basis for their proposed price. The Offeror's completed pricing template constitutes its offer to the Government. The electronic price proposal narrative shall be in Microsoft Word, and the price proposal calculations shall be in Excel. The electronic price proposal shall duplicate the hardcopy version. Submitted files shall contain all formulas, calculations, and worksheet/workbook links used to compute the proposed amounts. The formulas, calculations, and links shall not be hidden for the Government to verify the accuracy of the data. Print image files or those files/worksheets containing only values are not acceptable. The narrative description of the Price Volume shall be limited to 30 pages (Excel does not count against page count).

**L.8.2.** The pricing template contains CLINs with varying pricing methodologies. Some CLINs and SubCLINs are already priced by VA. The Offeror must propose pricing for all non-pre-priced CLINs (i.e. populate all the green cells located in the pricing template, and shall be in the Excel format compatible with Microsoft 2010). The Offeror must use the American Dental Association (ADA), "CDT 2017: Dental Procedure Codes, book/tool and submit a single price for all CDT codes in the region for which it is proposing also located in the pricing template in the Excel format compatible with Microsoft 2010. Offerors shall provide pricing for the base year and all option periods, to include pricing under Clause 52.217-8, for all non-pre-priced CLINs in Region 4.

**L.8.2.1.** The Offerors shall provide a Basis of Estimate CLINs (e.g., X002, X005, X012). **L.8.** Offerors may instruct any proposed Subcontractors who desire to submit sealed pricing to clearly identify the prime Offeror by name to allow VA contracting to associate the Subcontractor's package with the correct prime Offeror. Sealed packages from Subcontractors shall use the same delivery location and date for receipt of offers as specified in L.2.7. The Offeror bears the responsibility to ensure it and its proposed Subcontractors, if submitting separately, timely submit a complete Price Volume to VA.

**L.8.3.** If an offer is not received from a HubZone small business concern or a small business concern the price evaluation will ignore the price evaluation preference for HubZone small business concerns (FAR 52.219-4).

**L.8.4.** The Offeror must provide a narrative description of its price proposal which must specifically address the following items:

**L.8.4.1.** Description of how they developed its Highly Rural Care Area rates.

**L.8.4.2.** Please indicate the source of all prices proposed.

**L.8.5.** Please indicate where you have used this schedule of prices with another patient population. If prices are not used elsewhere and/or if the proposed prices have been varied or derived somewhat from the original set, please indicate how.

**L.8.6.** Where applicable, provide your offer in terms of the standard unit price/rate (relative to Medicare or average wholesale price (AWP)) you will charge for each CLIN per the instructions in the pricing template. Note: one standard price/rate must be provided for the entire region per code regardless of zip code. The exception is that specific providers in high rural areas may be covered under CLIN X002 subject to Contracting Officer approval. As part of your basis of estimate and demonstration of price reasonableness, provide the ratio (discount or premium) between prior price sheets used with other clients/contracts and the prices proposed for VA.

**L.8.7.** The Offeror must clearly list and describe any additional conditions or assumptions upon which its cost proposal is based. In addition, they may be provided in the price Volume.

**L.8.8.** Explain the basis for any price changes over time and submarket, if any. For price changes over time indicate source of inflation index.

**L.8.9.** The Offeror shall complete and submit a Performance Based Payment Milestone Schedule associated with CLIN X012 to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones. Do not include implementation services associated with CLIN X016 through CLIN X019.

## **L.9. VOLUME V – SOCIOECONOMIC CONCERN**

All proposals must include a Socioeconomic Concerns Volume to be considered for award.

**L.9.1.** The page limitation for subcontracting plan is 12 pages. If requested by VA, the revised conformed Subcontracting Plan has a page limit of 14 pages.

**L.9.2.** Evaluation preference will be given to those Offerors having SDVOSB and VOSB socio-economic status, and those Offerors who propose to meet SDVOSB, VOSB, small business subcontracting goals or demonstrate participation in SBA's All Small Business Mentor-Protégé program. For the purpose of this procurement and resultant contracts, network providers, with the exception of dialysis providers, are not considered subcontractors and therefore the subcontracting requirements do not apply to services performed by network health care providers.

**L.9.3.** Describe your proposed range of services and supplies that will be provided by small business concerns under any resulting contract. The subcontracting plan must include a section that details the Offerors plan to subcontract dialysis services to small businesses.

**L.9.4.** Provide the names, DUNS, and addresses of specific small business firms that will be providing the proposed range of services and supplies under any resulting contract. Delineate the socioeconomic status (e.g., SDVOSB, VOSB, small business, HubZone) of each.

**L.9.5.** Service-Disabled Veteran-Owned Small Business (SDVOSB) and/or Veteran Owned Small Business (VOSB) entities submitting a proposal, must be listed as verified in VA's Vendor Information Pages (VIP) at the time of proposal submission and the time of award. Offerors must indicate if any verified SDVOSB(s)/VOSB(s) proposed anticipate(s) undergoing the SDVOSB/VOSB re-verification process between time of proposal submission and time of award. Offerors must also be registered as a small business concern under the North American Industry Classification system (NAICS) code assigned to this solicitation.

**L.9.6.** Proposed SDVOSB and VOSB subcontractors must be listed as verified in VA's Vendor Information Pages (VIP) at the time of proposal submission and the time of award. Offerors are encouraged to use the VA's VIP and SAM, <https://www.sam.gov>, websites to locate VOSBs and SDVOSBs.

**L.9.7.** Offerors designated as large businesses shall submit an Individual Subcontracting Plan pursuant to FAR 52.219-9 and VAAR 852.219-9. Offerors designated as small businesses may submit a subcontracting plan to demonstrate small business participation. "Subcontract," as used in this provision, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract, unless the type of agreement is expressly excluded. Agreements with Community Care Network providers, with the exception of subcontracts with dialysis providers, shall not be used in the calculation of subcontract values or towards the attainment of the minimum goals. The Individual Subcontracting Plan must be submitted with initial offer and approved prior to contract award. The subcontracting plan shall meet the minimum VA subcontracting goals set forth below. VA reserves the right to accept proposed subcontracting goals that are less than the goals defined below:

***Table 23. VA Socioeconomic Subcontracting Goals***

Small Business	17.5%
Veteran-Owned Small Business	7.0%
Service Disabled Veteran-Owned Small Business	5.0%
Small Disadvantaged Businesses (Including Section 8(a))	5.0%
Women-Owned Small Business	5.0%
Historically Underutilized Business Zone (HUBZone) Small Business	3.0%

## **L.10. SECTION L PROPOSAL REQUIREMENTS.**

Description: Table mapping the Offeror's proposal to the Section L proposal requirements.

Instruction: Shall be in the following format:

- Column 1 - List Section L Proposal Requirements in numerical order.
- Column 2 - Proposal paragraph number.
- Column 3 - Proposal page number.

This submission does not count against the page limitation.



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1. AWARD BASED ON BEST VALUE COST/TECHNICAL TRADEOFF TO THE GOVERNMENT

The Government will award to the Offeror whose proposal offers the best value in terms of technical approach, past performance, socioeconomic consideration and price as prescribed in Section M-4 of this solicitation. Within the best value continuum, the Government will employ a Best Value Tradeoff analysis of price and non-cost factors (FAR 15.101-1) in evaluating the proposals submitted.

#### M.1.2. FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### M.2. COMPLIANCE WITH THE REQUEST FOR PROPOSAL

**M.2.1.** Failure to provide proposals in compliance with the instructions specified in this RFP shall render the Offeror's proposal non-compliant and that proposal shall not be further evaluated for an award.

### M.3. PROPOSAL EVALUATION - GENERAL.

**M.3.1. General.** This acquisition will be conducted pursuant to the policies and procedures in FAR Part 12 in conjunction with the policies and procedures for solicitation, evaluation and award prescribed in Part 15. SAC has established a Technical Evaluation Team (TET) to evaluate proposals submitted in response to this solicitation. Proposals will be evaluated by the TET members in accordance with the procedures contained in FAR 15, VAAR 815, and the Evaluation Factors hereinafter described. The Source Selection Authority (SSA) will select an Offeror for contract award that represents the best value to the Government, price and other factors considered.

The Offeror must furnish adequate and specific information in its proposal response consistent with the instructions set forth in Section L. cursory proposal responses that merely repeat or reformulate the Performance Work Statement are not acceptable and will be eliminated from consideration before the evaluation. Failure to comply with the terms and conditions of the solicitation shall result in the Offeror being removed from consideration for award. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

**M.3.2. Award without Discussions:** It is the Government's intent to award without discussions or exchanges with Offerors (except clarifications as described in FAR 15.306(a). If a competitive range is established pursuant to FAR 15.306(c), Offerors are hereby advised that only the most highly rated proposals deemed to have a reasonable chance for award of a contract may be included in the competitive range. Offerors that are not included in the competitive range will be promptly notified. Therefore, the Offeror's proposal shall contain the Offeror's best terms from a technical, past performance, socioeconomic and price perspective. However, the Government

reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

**M.3.3. Number of Contracts to be Awarded:** The Government plans on awarding one (1) Indefinite Delivery/Indefinite Quantity (ID/IQ) contract for the Region 4 CCN Program. However, the Government reserves the right to not award any contract if the SSA determines it is in the Government's best interest.

**M.3.4. Organizational Conflict of Interests (OCI).** Prior to award, a determination will be made regarding whether any possible OCI exist with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, the Contracting Officer (CO) will consider the representation required by section L.2.4 of this solicitation. An award will be made if there is no OCI or if any potential OCI can be appropriately avoided or mitigated.

**M.3.5. Acceptance of all Solicitation Requirements:** Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract shall make the offer unacceptable for award without discussions.

#### **M.4. EVALUATION CRITERIA**

The Government may award one contract resulting from this solicitation without holding discussions. The government intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer, conforming to the solicitation, will be the best value to the Government, price and other factors considered. The Government will use a trade-off process for selecting the awardee. VA reserves the right to award to a lower rated, lower priced proposal.

##### **M.4.1. Evaluation Factors**

In order to determine the offer providing the best value, Price and the non-Price factors and sub factors will be evaluated as the following:

- Factor 1:        Technical Approach
  - Sub-factor 1 – Building and Maintaining a Network
  - Sub-factor 2 – Business Operations
  - Sub-factor 3 – Clinical Quality Improvements
  - Sub-factor 4 – Healthcare Invoicing and Claims
- Factor 2:        Past Performance
- Factor 3:        Socioeconomic Business Concerns
- Factor 4:        Price

##### **M.4.2. Relative Importance**

All 4 factors are listed in descending order of importance. Technical sub-factors 1, 2, 3 and 4 are equal of importance. Overall Technical Approach rating will be determined by the combined Sub-factor ratings. (See Section M.4.) The Technical Approach factor is more important than Past Performance, which is more important than Socioeconomic Concerns. The non-price factors

(Technical, Past Performance, and Socioeconomic Concerns), when combined, are more important than Price. Price is least important of the evaluation factors.

### **M.4.3. Evaluation Methodology**

#### **M.4.3.1. Factor 1 - Technical Approach**

The evaluation of the Offeror's proposal will be based on the Offeror's understanding of the requirement, feasibility of approach, and completeness on all four sub-factors are as follows:

Understanding of the Requirement - Proposals will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in fulfilling the requirements in the PWS and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.

Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., strengths, weaknesses, significant weaknesses, deficiencies) in accordance with the proposal submission instructions of the solicitation.

Elements within the technical sub-factors will be evaluated as stated herein. These elements will not be assigned an adjectival rating, but will be considered in the adjectival rating assigned to the corresponding sub-factor at the sub-factor level.

**Sub-factor 1 – Building and Maintaining a Network** –The network management approach requested in L.6.2 will be evaluated for understanding of the requirement, feasibility, and completeness to meet the requirements of network adequacy, drive time, and credentialing of providers.

Element 1 (L.6.2.1) The Offeror shall describe its approach to building and maintaining a comprehensive network to meet and monitor availability, drive time and access standards for supporting medical, CIHS, dental and pharmacy network requirements at the VA facility level.

Element 2 (L.6.2.1.1) The Offeror shall provide an Addendum to the Technical Volume in Excel format. Submit an Excel file that contains the current provider data. Include in the Technical Volume the number of current unique providers within your network by CCN Region, by State, by county by VA VISN, by VA Station Number and each NPI with specialty designation.

Element 3 (L.6.2.2) The Offeror shall describe in detail its approach to credentialing to ensuring its providers are credentialed to include delegation of credentialing and if providers are not credentialed under an accredited credentialing process.

**Sub-factor 2 - Business Operations** – The Program Management approach, implementation strategy, and deployment approach, as requested in L.6.3., will be evaluated for understanding of the requirements, feasibility, and completeness in meeting the requirements of SHCD, HCD, quality of data transmissions, and technology requirements.

Element 1 (L.6.3.1) The Offeror shall describe its implementation strategy and deployment approach to achieve SHCD and HCD at the overall network and VA facility level.

Element 2 (L.6.3.2) The Offeror shall describe its approach to managing and coordinating all the activities required to manage the CCN once full HCD has been achieved.

Element 3 (L.6.3.3) The Offeror shall describe its approach to ensure that accuracy, integrity, quality and timeliness of data transmissions are established for VA.

Element 4 (L.6.3.4) The Offeror shall describe its approach to meet the Authority to Operate (ATO) and HIPAA requirements to meet SHCD and HCD.

**Sub-factor 3 – Clinical Quality Improvement** -The management approach for achieving positive clinical outcomes as requested in L.6.4 will be evaluated for the understanding of requirement, feasibility of approach and completeness of how clinical quality processes will be monitored, CCN quality concerns mitigated, and collaboration between the Veterans, Providers and VA will be established and managed.

Element 1 (L.6.4.1) The Offeror shall describe its approach for ensuring consistent and positive clinical outcomes and the method of how they will be reported back to the VA.

Element 2 (L.6.4.2) The Offeror shall describe how it utilizes the clinical quality monitoring processes to manage and address issues when CCN quality concerns have been identified.

Element 3 (L.6.4.3) The Offeror shall provide its approach to collaboratively work with the veteran, provider and VA relationships to include improve clinical quality outcomes.

**Sub-factor 4 – Healthcare Invoicing and Claims** - The approach to ensure timely and accurate payments for each payment system (Healthcare, Pharmacy, Dental) as requested in L.6.5 will be evaluated for understanding of the requirement, feasibility of approach and completeness in meeting invoicing and claims requirements of applying multiple VA fee schedules, flexibility in modifying claims processing business rules, adaptability to policy methodology payments, fraud, waste and abuse prevention, corrective actions to contract payments and quality assurance.

Element 1 (L.6.5.1) The Offeror shall provide its technical approach to timely and accurate payments to the rendering provider.

Element 2 (L.6.5.1.1) The Offeror shall provide its approach and system capabilities on how they will apply multiple VA fee schedules (each location may have their own format) of individual episodes of care in accordance with the CLINs to ensure payments made to network providers and VA invoices are for the proper dollar amount.

Element 3 (L.6.5.1.2) The Offeror shall describe its flexibility and adaptability to quickly create and modify claims processing (Healthcare, Pharmacy, Dental) business rules within the systems that will be used to support CCN.

Element 4 (L.6.5.1.3) The Offeror shall describe its approach to managing health policy and payment methodology changes to the claims adjudication and processing system.

Element 5 (L.6.5.2) The Offeror shall describe its capabilities and approach to implementing and maintaining fraud, waste and abuse detection and appropriate prevention in Healthcare, Dental, and Pharmacy payment system associated with your proposal.

Element 6 (L.6.5.2.1) The Offeror shall describe its approach to corrective actions that result from variations to contract payment and methodologies to providers.

Element 7 ( L.6.5.2.2) The Offeror shall describe its approach to quality assurance in your process of invoicing the VA for all services through this contract.

The following Technical sub-factor ratings will be used for the evaluation of the sub-factors:

***Table 24. Sub-Factor Ratings***

RATING	DESCRIPTION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirement and contains multiple strengths and risk of unsuccessful performance is low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirement, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one of more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

The overall Technical Approach rating will be determined by the combined sub-factors. The factor will be rated as follows:

***Table 25. Overall Technical Approach Ratings***

RATING	DESCRIPTION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirement and contains multiple strengths, at least (2) two of the sub-factors are rated as outstanding, and no sub-factor rating less than acceptable, and risk of unsuccessful performance is low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength; at least (2) two sub-factors are rated good or above, no sub-factor less than acceptable, none are unacceptable, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, at least (2) two sub-factors are acceptable or above, none unacceptable, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirement, at least (3) three sub-factors are marginal and none unacceptable and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one of more deficiencies, and at least (1) one of the sub-factors have been rated unacceptable, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

#### **M.4.3.2. Factor 2 – Past Performance.**

For this factor, the Offeror will be evaluated on its performance on relevant and recent contracts. The Government will evaluate information received including resolution of quality, schedule and other issues, business relations and customer satisfaction, and satisfaction with overall contract performance. The Government will evaluate the extent to which the Offeror attained applicable goals for small business participation for fiscal year 2016, 2017 and 2018. In addition to the Past Performance Questionnaires received, the Government may also use any relevant information in its possession or in the public domain, including, but not limited to information available in the Government databases, and the Past Performance Information Retrieval System (PPIRS). If the Offeror has no relevant and recent past performance, this factor will receive a rating that is neither favorable nor unfavorable.

All proposals must include a Past Performance Volume to be considered for award. The page limitation for the Past Performance Narrative is 20 pages as further defined in L.7.2. The page limitation for the Summary Description of Each Contract is 4 pages per contract reference as defined in L.7.3. Offerors shall provide information on up to three (3) previous Government contracts per region whose effort is/was recent and relevant to the effort required by this solicitation.

Summary Description of Each Contract shall be submitted for each contract to be considered as past performance.

For each of the contracts the Offeror describes in a Summary Description of Each Contract, the Offeror is required to provide a Past Performance Questionnaire (See Section J, Attachment GJ-23a - Past Performance Questionnaire) to a reference at the organization that awarded the contract. Questionnaires are limited to two per contract reference. Past Performance Questionnaires returned by the Offeror, and not by the reference, will not be evaluated. The completed Past Performance Questionnaire (See Section J, Attachment G- Past Performance Questionnaire) shall be submitted to VA any time BEFORE THE DUE DATE FOR PROPOSALS directly to Ms. Lori Smith (Lori.Smith3@va.gov). The Offeror, NOT THE GOVERNMENT, is responsible for ensuring that the Government receives the questionnaires on its behalf.

The Government may consider an Offeror's joint venture partner's (or partners') or an Offeror's affiliate's (or affiliates')/parent organization's (or parent organizations') contracts in the past performance evaluation if the information provided shows that the workforce, management, facilities or other resources of the JV partner(s), affiliate(s)/parent organization(s) will bear on the likelihood of successful performance by the Offeror. Past performance information will not be considered for predecessor companies, proposed subcontractors or key personnel. For the purpose of this procurement and resultant contracts, network providers are not considered subcontractors. The Government is not required to contact any references provided by the Offeror although it may choose to do so. Other pertinent sources or references (other than those identified by the Offeror) may also be used by the Government to obtain additional information that will be used in the evaluation of the Offeror's past performance.

The Government may consider an Offeror's joint venture partner's (or partners') or an Offeror's affiliate's (or affiliates')/parent organization's (or parent organizations') contracts in the past performance evaluation if the information provided shows that the workforce, management, facilities or other resources of the JV partner(s), affiliate(s)/parent organization(s) will bear on the likelihood of successful performance by the Offeror. Past performance information will not be considered for predecessor companies, proposed subcontractors or key personnel. For the purpose of this procurement and resultant contracts, network providers are not considered subcontractors. The Government is not required to contact any references provided by the Offeror although it may choose to do so. Other pertinent sources or references (other than those identified by the Offeror) may also be used by the Government to obtain additional information that will be used in the evaluation of the Offeror's past performance.

"Recent" is defined as a contract in-progress or completed within the last three (3) years of the CCN final amendment date. If the Offeror has not had three (3) Government contracts within the last three (3) years, information on recent and relevant subcontracts and/or commercial contracts shall be submitted, as defined in this section and "relevant" section.

Past Performance Questionnaire sent to the reference by the Offeror must be included in Volume III. The evaluator must sign all questionnaires. The source selection evaluation team will NOT consider any past performance questionnaires that are incomplete or unsigned by the evaluator. In addition, the Government may utilize: (1) official Contractor Performance Assessment Reporting Systems (CPARS) reports from the Past Performance Information Repository System (PPIRS) or

similar systems of other Government departments and agencies, (2) questionnaires tailored to the circumstances of this acquisition, and (3) interviews with program managers and contracting officers.

Adverse past performance is considered to be any overall rating below Satisfactory on any questionnaire, survey, or Government evaluation. Offerors with adverse past performance will be afforded an opportunity to address alleged performance issues if the Offeror has not already been provided an opportunity to comment on the issues IAW FAR 15.306(a)(2) and FAR 15.306(b)(4). Where a relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any actual implemented corrective actions (not merely planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective action has been implemented and to evaluate its effectiveness.

***Table 26. - Past Performance Ratings- Relevancy***

<b>PAST PERFORMANCE RATINGS – RELEVANCY: RATING</b>	<b>DESCRIPTION</b>
<b>VERY RELEVANT</b>	Past/Present performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
<b>RELEVANT</b>	Past/Present performance effort involved similar scope and magnitude effort and complexities this solicitation requires.
<b>SOMEWHAT RELEVANT</b>	Past/Present performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
<b>NOT RELEVANT</b>	Past/Present performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

***Table 27- Past Performance Ratings- Confidence Assessment***

<b>RATING</b>	<b>DESCRIPTION</b>
<b>SUBSTANTIAL CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
<b>SATISFACTORY CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
<b>NEUTRAL CONFIDENCE</b>	6. No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be



	reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
<b>LIMITED CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
<b>NO CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

#### **M.4.3.3. Factor 3 – Socioeconomic Concern.**

For this factor, the offers will to determine if the Offeror meets any of the following:

The Offeror certifies, and the VA has verified, that it is a VOSB or SDVOSB and it is listed on the VA VIP database as a verified VOSB or SDVOSB.

Total Estimated Price (TEP): Offeror is not a verified VOSB or SDVOSB, the Offeror has identified at least 12.0% of the subcontract eligible value for subcontracting opportunities to VOSBs or identified at least 10.0% of the subcontract eligible value for subcontracting opportunities to SDVOSBs. The VA has verified these VOSBs or SDVOSBs are listed as verified in the VA VIP database.

If the Offeror is not a verified VOSB or SDVOSB but indicates small business participation of 28.0% or more of the subcontract eligible value. Evaluation preference will also be given to Offerors that demonstrate participation in SBA's All Small Mentor-Protégé program.

***Table 25. Socioeconomic Concerns Rating Description***

<b>Rating</b>	<b>Description</b>
<b>Full Credit</b>	SDVOSB or VOSB prime Offerors verified in VA VIP database will receive full credit.
<b>Partial Credit</b>	Non-verified VOSB or SDVOSB Offerors will receive partial credit if the offer indicates subcontracting of 10.0% or more of the subcontract eligible value to a SDVOSB listed as verified in VIP or 12.0% or more of the subcontract eligible value to a VOSB listed as verified in VIP. Partial credit is considered less than full credit
<b>Minor Credit</b>	Non-verified VOSB or SDVOSB Offerors will receive minor credit if the offer indicates small business participation of 28.0% or more of the subcontract eligible value. Evaluation preference will also be given to Offerors that demonstrate participation in SBA's All Small Mentor-Protégé program.
<b>No Credit</b>	Offerors will receive no credit if the offer does not meet any of the thresholds for Full, Partial or Minor Credit.

#### M.4.3.4. Factor 4 - Price

For this factor, all proposed unit price will be evaluated to determine whether the proposed fixed prices are fair and reasonable in accordance with FAR 15.404-1(b).

**The CLINS that will be evaluated are:** CLINs/SubCLINs X002, X005, X009AA, X009AB, X009AC, X010, X011AA, X011BA, X011CA, X011AD, X012, X016AA, X016BA, X016CA, X017AA, X017BA, X018AA, X018BA, X019AA, X019BA, and X020.

**Weights.** The weighted value of the Offeror's Score is based on a set of weights determined by the VA for each CLIN and Sub-CLIN being evaluated. The weight for SubCLINs is the proportionate share of the sub-CLIN to the parent CLIN (i.e., the sum of the SubCLINs weights equal to 100% of the CLIN). The total weighting for all CLINs included in the price evaluation will equal 100%.

**Total Evaluated Price (TEP):** Offeror's Total Price – Offeror's Total Price will be determined by applying the proposed CLIN and SubCLIN prices to the Independent Government Cost Estimate (IGCE) cost model for CLINs/SubCLINs X002, X005, X009AA, X009AB, X009AC, X011AA, X011BA, X011CA, X011DA, X016AA, X016BA, X016CA, X017AA, X017BA, X018AA, X018BA, X019AA, X019AB, and X020 for all years of the period of performance, including transition-out.

For CLIN X010, Offeror's Total Price will be based on the weighted average percentage difference between the IGCE and Offeror's proposed for the twenty-eight (28) CDT codes for all years of the period of performance. The 28 CDT codes are the following: D2740, D2750, D3330, D6010, D7210, D5110, D7140, D3320, D5214, D6750, D4341, D2950, D5120, D5213, D3310, D6240, D2790, D2752, D1110, D0140, D2392, D6740, D0330, D0150, D2391, D2393, D6245 and D0210. © Copyright 2016 American Dental Association All Rights Reserved.

Offeror's Total Price for CLIN X012 will equal the sum of the proposed price for the base period, option period one, and unique transition-out planning and knowledge transfer costs in the transition out period and last exercised option year.

Offeror's Total Price for optional CLINs X016AA, X016BA, X017AA, X018AA, and X019AA will equal the sum of the proposed prices for the base period and applicable option periods as defined in the Government-developed Excel file (CCN Reg4 Pricing Template),

**Score.** The score is found by determining the difference (IGCE minus Offeror's Total Price) between the IGCE and the Offerors Total Price per CLIN/SubCLIN for all evaluated CLINs, adjusted for inflation, and multiplied by the applicable CLIN/SubCLIN weight for the individual years of period of performance and normalized for inflation will be evaluated for price reasonableness. For CLIN X010, the following CDT codes will be used to score the Dental prices: D2740, D2750, D3330, D6010, D7210, D5110, D7140, D3320, D5214, D6750, D4341, D2950, D5120, D5213, D3310, D6240, D2790, D2752, D1110, D0140, D2392, D6740, D0330, D0150, D2391, D2393, D6245 and D0210. © Copyright 2016 American Dental Association All Rights Reserved.

**Cumulative Weighted Score.** The sum of all scores for CLINs. The scores for Sub-CLINs will be rolled up to the CLIN level for summation purposes. The Cumulative Weighted Score will be determined for all years of the period of performance for all the CLINs and Sub-CLINs being evaluated. **A higher cumulative weighted score will be considered more favorably than a lower score.**

**Reasonableness.** The proposed TEP shall be evaluated for price reasonableness.