

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 54
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			36C26018Q9746	08-24-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Darlene Anderson	b. TELEPHONE NO. (No Collect Calls) 253-888-4905	8. OFFER DUE DATE/LOCAL TIME 08-23-2019 12:00am Pacific	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 1495 Wilmington Drive Suite 360 Dupont WA 98327		CODE 663	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 623110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$27.5 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A
15. DELIVER TO Department of Veterans Affairs Veterans Integrated Services Network 20 Washington, Oregon, Idaho & Alaska		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 1495 Wilmington Drive Suite 360 Dupont WA 98327		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2 (101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 866-372-5540 FAX:		
TELEPHONE NO.		DUNS:	DUNS+4:		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	This is an open and continuous solicitation for Community Nursing Home Services within Veterans Integrated Service Network 20 (VISN 20), incorporating the states of Washington, Oregon, Idaho, and Alaska. Multiple Basic Ordering Agreements (BOA) are anticipated to be awarded against this Request for Quotes, as required in response to Veteran Healthcare Administration social workers acting on behalf of qualified Veterans seeking this care. Specific locations of services and the applicable periods of performance will be stated in the individual BOAs for these services. BOA periods of performance will be for a total of five (5) years with no incorporated option periods. Interested parties should note the instructions for submitting a quote in the Basis of Award section of this solicitation, page 48. (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>one (1)</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Darlene Anderson NCO2015L3-2479		31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: (to be determined at time
of award)

b. GOVERNMENT: Contracting Officer 36C260

Department of Veterans Affairs

Network Contracting Office 20

1495 Wilmington Drive

Suite 360

Dupont WA 98327

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

52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be mailed to the following address: (To be specified at time of award)

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

AMENDMENT NO	DATE
0001	10/11/2018

6. **GENERAL INFORMATION FOR OFFERORS:**

6.1. **Registration in SAM:** Federal Acquisition Regulations require that federal contractors register in the System for Award Management (SAM) located at <https://www.sam.gov/portal/public/SAM/>. Offerors shall enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offeror's are encouraged to ensure that they are registered in SAM prior to submitting their Offer.

6.2. Contractor shall maintain an Active SAM status for the duration of this Blanket Ordering Agreement by renewing their SAM registration annually.

6.3. **Instructions for Proposal Submission:** Refer to Addendum, Instructions for Proposal Submission, FAR Provision 52.212-1, Instruction to Offerors -- Commercial Items located within the provision section of this solicitation for specific instructions and documentation to be submitted with the proposal.

6.4. Procurement Technical Assistance Centers (PTACs) provide government contracting assistance in the form of classes, counseling, access to bid opportunities, contract specification, procurement histories and other information to assist small business successfully compete for government contracts. <http://www.aptac-us.org/>

B.2 SPECIAL CONTRACT REQUIREMENTS

B.2.1. Under the authority of Public Law 104-262 and 38 USC 1720, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

B.2.2. **SERVICES:** This is a Basic Ordering Agreement (BOA) for the period from date of award for five (5) years, thereafter. No additional option year periods will be a part of any BOA. A contract is formed, in accordance with the terms and conditions of this Agreement, when the Department of Veterans Affairs (VA) agrees to place a patient in the nursing home and the nursing home agrees to accept the patient. Upon acceptance by the contractor of beneficiaries of the VA, all terms and conditions of this

agreement shall apply during such time as the VA patient remains in that nursing home at the expense of the VA.

B.2.2.1. This BOA is entered into under the authority in 38 USC 1720.

B.2.2.2. Either party may discontinue the BOA upon 30 days' written notice. This agreement termination shall be effective on the 31st day following that notification.

B.2.2.3. The Contracting Officer shall review the BOA annually before the anniversary of its effective date and if necessary issue a modification to incorporate any statutory requirements.

B.2.2.4. The services specified in the Sections B.2 through B.12 may only be changed by written modification to this BOA.

B.2.2.5. Upon acceptance of a VA patient by the nursing home, if and when requested by the Contracting Officer or authorized representative, the contractor shall furnish all supplies and services herein described, at the per diem rates for the levels of care specified below. VA levels of care are defined in Section D of this agreement. VA is obligated only to the extent authorized placements of patients are made under this agreement.

B.2.3. PERSONNEL POLICY:

B.2.3.1. The contractor shall be responsible for protecting the personnel furnishing services under this BOA. To carry out this responsibility, the contractor shall provide the following for these personnel:

General liability;

Workers compensation;

Professional liability insurance;

Health examinations;

Income tax withholding; and

Social security payments.

B.2.3.2. The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

B.2.4. INVOICES: Invoices shall be submitted promptly to the authorizing facility by the 15th calendar day following the end of the month in which services were rendered. All invoices must include the full name and address of the nursing home and shall reflect the patient's name, social security number, number of days billed, level of care category, and per diem rate. Failure to include this information may result in delayed payments.

B.2.5. AUTHORIZATIONS: Authorizations for nursing home care will be accomplished on VA Form 10-7078, Authorization and Invoice for Medical and Hospital Services. Each authorization validity period will be from the initial effective date to disposition. Any extension to the original authorization validity period, regardless of the number of days, requires a new VA Form 10-7078.

B.2.6. **ANCILLARY COSTS:** Ancillary costs are pre-approved costs for supplies or services not identified as included in the all-inclusive rate or any other pre-authorized rate or schedule or payment for items or services provided under this agreement. Ancillary costs such as medications, and special equipment, may not be added to any invoice without written permission of the VA medical center placing the veteran. If permission is received, the nursing home must also submit the physician's order for the medication/supply, the dispensing log, the supplier and the cost charged by the supplier to the nursing home, and what the nursing home is charging the VA.

B.3 RATE DETERMINATION

B.3.1. The per diem rate is established by the current Medicaid rate for Medicaid approved nursing homes plus a fair market amount (percentage) to cover the cost of supplies, services, and equipment above that provided under Medicaid established by the local state Medicaid agency (SMA). Rates established after the effective date of this contract will constitute a modification to the contract.

B.3.2. VA will use Medicaid rates for room, board, and routine nursing care.

B.3.3. For all levels of nursing care a percentage is added for routine ancillary services/supplies, such as drugs, nursing supplies, oxygen (occasional use), x-ray, laboratory, physician visits, mental health services, complex wound care, and rental equipment.

B.3.4. Special equipment, e.g. clinitron bed, isare not considered routine ancillary services (and may be provided by the VA).

B.3.5. Drug costs which comprise more than eight and one-half percent (8.5%) of the per diem rate are generally not considered routine ancillary supplies (and may be provided by the VA).

B.3.6. Rehabilitation therapies will be provided as a distinct level of care. Hospice Care and Dialysis are not included in the rate. VA or other payers may be used for Hospice and Dialysis, as determined by the veteran with VA approval.

B.4 ORAL MEDICATIONS

Oral medications, which comprise more than 8.5% of the per diem rate on a monthly basis, are excluded from that rate. High drug costs will be determined or priced using the Average Wholesale Price (AWP) of the drugs plus a transaction fee of 3% per month. All calculations will be made on a monthly basis. When a high cost drug patient is identified, VA staff must be advised promptly to establish an appropriate course of action, which may include the provision of the medications by VA.

B.5 ITEMIZED PRICE LIST FOR RUG IV SERVICES

RUG-IV CLASSIFICATION & HIERARCHY			
Major RUG-IV Category	RUG-IV Group Codes	Characteristics Associated with Major RUG-IV Category	Per Diem Rate
Rehabilitation Plus Extensive Services	RUX, RUL, RVX, RVL, RHX, RHL, RMX, RML, RLX	Residents satisfying all of the following three conditions: <ul style="list-style-type: none"> • Having a minimum activity of daily living (ADL) dependency score of 2 or more. • Receiving physical therapy, occupational therapy, and/or speech-language pathology services while a resident. <ul style="list-style-type: none"> <input type="checkbox"/> Ultra (U)-720+ minutes <input type="checkbox"/> Very High (V)-500-719 minutes <input type="checkbox"/> High (H)-325-499 minutes <input type="checkbox"/> Medium (M)-150-324 minutes <input type="checkbox"/> Low (L)-45-149 minutes • While a resident, receiving complex clinical care and have needs involving tracheostomy care, ventilator/respirator, and/or infection isolation. 	\$ _____
Rehabilitation	RUA, RUB, RUC, RVA, RVB, RVC, RHA, RHB, RHC, RMA, RMB, RMC, RLA, RLB	Residents receiving physical therapy, occupational therapy, and/or speech-language pathology services while a resident. <ul style="list-style-type: none"> <input type="checkbox"/> Ultra (U)-720+ minutes <input type="checkbox"/> Very High (V)-500-719 minutes <input type="checkbox"/> High (H)-325-499 minutes <input type="checkbox"/> Medium (M)-150-324 minutes <input type="checkbox"/> Low (L)-45-149 minutes <input type="checkbox"/> ADL Score <ul style="list-style-type: none"> 11-16 = C 6-10 = B 0-5 = A 	\$ _____
Extensive Services	ES3, ES2, ES1	Residents satisfying the following two conditions: <ul style="list-style-type: none"> • Having a minimum ADL dependency score of 2 or more. • While a resident, receiving complex clinical care and have needs involving: tracheostomy care, ventilator/respirator, and/or infection isolation. 	\$ _____

RUG-IV CLASSIFICATION & HIERARCHY			
Major RUG-IV Category	RUG-IV Group Codes	Characteristics Associated with Major RUG-IV Category	Per Diem Rate
Special Care High	HE2, HE1, HD2, HD1, HC2, HC1, HB2, HB1	Residents satisfying the following two conditions: <ul style="list-style-type: none"> •Having a minimum ADL dependency score of 2 or more. •Receiving complex clinical care or have serious medical conditions involving any one of the following: comatose, septicemia, diabetes with insulin injections and insulin order changes, quadriplegia with a higher minimum ADL dependence criterion (ADL score of 5 or more), chronic obstructive pulmonary disease (COPD) with shortness of breath when lying flat, fever with pneumonia, vomiting, weight loss, or tube feeding meeting intake requirement, parenteral/IV feeding, or respiratory therapy. 	\$ _____
Special Care Low	LE2, LE1, LD2, LD1, LC2, LC1, LB2, LB1	Residents satisfying the following two conditions: <ul style="list-style-type: none"> •Having a minimum ADL dependency score of 2 or more. •Receiving complex clinical care or have serious medical conditions involving any of the following: cerebral palsy with ADL dependency score of 5 or more, multiple sclerosis with ADL dependency score of 5 or more,— Parkinson's disease with ADL dependency score of 5 or more, respiratory failure and oxygen therapy while a resident, tube feeding meeting intake requirement, ulcer treatment with two or more ulcers including venous ulcers, arterial ulcers or Stage II pressure ulcers, ulcer treatment with any Stage III or IV pressure ulcer, foot infections or wounds with application of dressing, radiation therapy while a resident, or dialysis while a resident. 	\$ _____
Clinically Complex	CE2, CE1, CD2, CD1, CC2, CC1, CB2, CB1, CA2, CA1	Residents receiving complex clinical care or have conditions requiring skilled nursing management, interventions or treatments involving any of the following: pneumonia, hemiplegia with ADL dependency score of 5 or more, surgical wounds or open lesions with treatment, burns, chemotherapy while a resident, oxygen therapy while a resident, IV medications while a resident, or transfusions while a resident.	\$ _____

RUG-IV CLASSIFICATION & HIERARCHY			
Major RUG-IV Category	RUG-IV Group Codes	Characteristics Associated with Major RUG-IV Category	Per Diem Rate
Behavioral Symptoms and Cognitive Performance	BB2, BB1, BA2, BA1	Residents satisfying the following two conditions: <ul style="list-style-type: none"> •Having a maximum ADL dependency score of 5 or less. •Having behavioral or cognitive performance symptoms, involving any of the following: difficulty in repeating words, temporal orientation, or recall (score on the Brief Interview for Mental Status ≤ 9), difficulty in making self understood, short term memory, or decision making (score on the Cognitive Performance Scale ≥ 3), hallucinations, delusions, physical behavioral symptoms toward others, verbal behavioral symptoms toward others, other behavioral symptoms, rejection of care, or wandering. 	\$_____
Reduced Physical Function	PE2, PE1, PD2, PD1, PC2, PC1, PB2, PB1, PA2, PA1	Residents whose needs are primarily for support with activities of daily living and general supervision.	\$_____
HIV+/AIDS			<i>To be negotiated on a case-by-case basis</i>

B.6 PERFORMANCE WORK STATEMENT (PWS)

B.6.1. The nursing home shall ensure that care meets the health needs and promotes the maximum well-being of VA patients. Nursing home care will be furnished to ensure the total medical, nursing, and psycho-social needs of VA beneficiaries. Physician visits, mental health services, complex wound care, laboratory, x-ray, and other special services for VA patients will be at the same frequency as that provided to other patients at the nursing home receiving the same or comparable level of care. In addition, the care provided will include room, meals, nursing care, and other services or supplies commensurate with the VA authorized level of care, without extra charge. The per diem rate(s) established in this Basic Ordering Agreement (BOA) will include the cost of medical care, mental health services, complex wound care, drugs, laboratory, x ray, and other special services authorized by VA, unless otherwise specifically excepted.

B.6.2. Full attention shall be given to motivating and educating patients to achieve and maintain independence in the activities of daily living, to the maximum extent possible. Every effort shall be made to keep patients ambulatory and to achieve an optimal level of self-care.

B.6.3. Veterans receiving care under this BOA, who begin to require acute hospital care, will be readmitted to an appropriate VA facility, as determined and authorized by the VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained as soon as possible and not to exceed 72 hours of admission to the non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA facility will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA. If a veteran is re-hospitalized from the nursing home, the nursing home and VA facility will arrange to hold a bed in reserve, when such a decision is in the best interest of the patient and the VA. The number of covered bed hold days will be determined by VA on a case-by-case basis, but will not exceed the number of bed hold days allowed by state Medicaid regulations. Payment will follow state Medicaid regulations. The VA facility will include payment for these "bed hold" days only when the conditions above are met.

B.6.4. The VA facility will approve leave days (days away from the nursing home) for long-term placements. The leave must be part of a therapeutic plan and approved by VA. Leave days at VA expense are limited to 6 days per calendar year. Payment will follow state Medicaid regulations. Exceptions may be approved by the VA facility director or designee.

B.6.5. Patients receiving care under this BOA, who begin to require more than the level of care authorized by VA, will be readmitted to an appropriate VA facility, as determined and authorized by VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained within 72 hours of admission of the patient to a non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA Medical Center will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA. Notice of all reportable events on VA BOA veterans and all facility sentinel events shall be given within 24 hours or immediately on the first business day after a weekend or holiday.

B.6.6. In the event a VA beneficiary receiving nursing home care under this BOA dies, the nursing home will notify the VA office authorizing admission within 24 hours, or immediately on the first business day after a weekend or a holiday. The nursing home shall immediately assemble, inventory, and safeguard the patient's personal effects pending further guidance by VA.

B.6.7. It is agreed that VA will have the right to on-site reviews of the nursing home and all appurtenances by authorized VA representative(s) to ensure that acceptable standards are maintained and that the necessary care to maintain the well-being of the patient is rendered. The contractor shall adhere to

the Acceptable Quality Levels as described in the Quality Assurance Surveillance Plan (QASP) in Section D.1 of this BOA.

B.6.8. The nursing home shall accept referral of and shall provide all services specified in this BOA for any person determined eligible by the VA Under Secretary for Health or his/her designee, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. In addition, the nursing home warrants that subcontracting will not be resorted to as a means of circumventing this provision.

B.6.9. It is agreed that duly authorized representatives of VA will provide follow up supervision visits to veterans placed to assure the continuity of care and to assist in the veteran's transition back to the community. It is understood that these visits do not substitute for nor relieve the nursing home in any way of the responsibility for the daily care and medical treatment of the veteran.

B.6.10. All medical records concerning the veteran's care in the nursing home will be readily accessible to the VA. If the nursing facility has an electronic charting system, remote access to VA patient records shall be granted to VA clinical staff. Upon discharge or death of the patient, medical records will be retained by the nursing home for a period of at least three years following termination of care. Patient records will be maintained in conformance with the Privacy Act of 1974 (5 U.S.C. 552a). A medical record shall be maintained for each patient that includes at least the following:

Admission identification record;
VA Form 10-7078, Referral for Community Nursing Home Care, or State-approved referral form;
Admitting evaluation (including diagnosis by nursing home physician);
Physician orders;
Progress notes. The physician orders/notes shall be charted immediately after patient is seen;
Special reports (laboratory, x ray, activity, etc.); and
SMA Patient Assessment Form (only if SMA level of care is used).

Minimum Data Set (MDS) information, provided to VA upon admission and every six months thereafter.

B.6.11. The beneficiary will be provided nursing home care at the expense of VA for a period not in excess of that stated in the referral form, unless an extension of the authorization is provided in writing by the placing VA facility.

B.6.12. The authorization agreement, VA Form 10 7078, for the affected patient will terminate whenever a VA patient is re-hospitalized for 15 calendar days or more, whether in a VA or in a non-Federal facility. A new authorization agreement will be required at the time the patient returns.

B.6.13. Level of Care Classification Effective Records: The level of care classification and associated per diem rate will remain in effect for each placement until and unless one of the following events takes place:

B.6.14. The recipient is discharged and subsequently qualifies for a new admission assessment.

B.6.15. The nursing home submits an assessment requesting a change in the level of care classification and VA approves it. Classification changes may also occur based on a determination by VA. The VA will make the determination whether classification changes require readmission to VA.

B.6.16. The VA, at its sole option, will monitor the professional care and administrative management of services provided to VA beneficiaries under this BOA, through one or any combination of the following methods: reviews of state agencies reports, on-site review of the Nursing Home by VA staff, and/or on-site monitoring of VA patients. It is agreed that the Nursing Home shall provide VA with copies of all state agency reports when requested, and cooperate fully with VA's quality improvement-quality

assurance program functions relating to this BOA, including VA's on-site review and monitoring. The VA contracting Officer shall make all final determinations as to the contractor's reasonable cooperation with VA and compliance with these requirements. It is understood that certain internal quality indicator/quality assurance information is not available for VA review. Current quality measure and current individual MDS information will be made available as follows:

Reviews of state agencies reports;
On-site review of the Nursing Home by VA staff; and
On-site monitoring of VA patients.

B.6.17. The nursing home shall alert the VA within 24 hours in the event of any of the following situations:

The Veteran is discharged from the nursing home facility;
The Veteran goes to an emergency room or is otherwise hospitalized;
The Veteran dies in the nursing home facility; or
The Veteran is involved in a mandated referral situation.

B.7 ACCEPTABLE SAFETY AND SANITATION PRACTICES

B.7.1. Acceptable safety and sanitation practices shall be observed throughout the facility. The building shall conform to the standards of the Life Safety Code (National Fire Protection Association Standard #101) in effect on the date of the signed BOA.

B.7.2. The State Fire Marshal Report will be reviewed annually prior to the anniversary of the effective date of the BOA and if necessary a modification may be issued.

B.8 MEDICARE/MEDICAID STANDARDS

The contractor is required to follow Medicare/Medicaid standards for all VA placements, except Life Safety. Medicare and Medicaid clinical and program standards are found in 42 CFR 483.

B.9 ECONOMIC PRICE ADJUSTMENT

B.9.1. The contractor shall comply with the language at VA Acquisition Clause 852.216- 73, Economic Price Adjustment – State Nursing Home Care for Veterans (MAR 2018), when requesting an adjustment of rates under this Basic Ordering Agreement.

B.9.2. Any Economic Price Adjustment requested by the contractor must be made effective by issuance of a bilateral modification signed by both the contractor and the contracting officer.

B.10 TERMINATION OF SERVICES

VA reserves the right to remove any or all VA patients from the nursing home at any time, when it is determined to be in the best interest of VA or the patients.

B.11 PAYMENTS

Payments made by VA under this BOA, constitute the total cost of nursing home care. No additional charges will be billed to Medicare Part B, the beneficiary or his/her family, either by the nursing home or any third party furnishing services or supplies required for such care, unless and until specific prior authorization in writing is obtained from the VA facility authorizing placement. The contractor will not solicit contributions, donations, or gifts from patients or family members. The contractor agrees to invoice in a timely and accurate manner in accordance with the instructions in Section B.1., paragraph 4 of this BOA.

B.12 MINIMUM QUANTITIES

It is impossible to determine the exact or estimated amount which will be expended under this BOA. No obligation will be incurred by VA under this BOA until authorizations are issued for nursing home care of specific beneficiaries. VA agrees to make payment on a timely basis for services rendered in accordance with such authorizations upon receipt of proper invoices submitted by the nursing home as outlined in Section B.1 of this BOA. VA will make payment for the day a recipient enters the facility but not the day the recipient leaves a facility unless entrance and departure are on the same day then payment will be made for one day.

B.13 VHA HANDBOOK 1143.2 ELIGIBILITY REQUIREMENTS

VHA Handbook 1143.2 lists the basic requirements that a nursing home facility/organization must comply with in order to be considered for award of a BOA to provide community nursing home services for Veterans. It is emphasized that such BOAs will only be awarded if the facility/ organization demonstrates that they comply with all the requirements below, and it is determined by the Department of Veterans Affairs that a nursing home BOA is desired to be awarded to a particular facility/organization based upon actual or probable need.

B.13.1 INITIAL REVIEW OF CONTRACT NURSING HOMES:

B.13.1.1. CNHs are considered for VA CNH's Program, when the VA Health Care Facility (VAHCF) has determined that a need exists for additional CNH options. In cases where this need has been confirmed, a nursing home requesting to participate in the CNH Program is mailed, a VA Form 10-1170, Contract Award for Furnishing Nursing Home Services to Beneficiaries of the Veterans Administration, and a descriptive cover letter by the Contracting Officer.

B.13.1.2. The Contracting Officer notifies the CNH Review Team of the nursing home's intent. An evaluation must be planned by the CNH Review Team.

B.13.1.3. A contract can only be established between a CNH and one (1) VAHCF. Generally, the contract exists between the CNH and the VAHCF which has cognizance for that geographic location.

B.13.1.3. Nursing homes are reviewed prior to consummation of an initial contract with VA. The CNH provides evidence of State licensure and limited additional information listed in B.14.1.7., below.

B.13.1.4. All NHs under VA contract must be certified under Title XVIII (Medicare) or Title XIX (Medicaid) or have received special approval from the GEC SHG. For CNH document review purposes, the NH Compare system and the MDS-based Quality Indicator (QI) Profile provide nursing home-specific information on quality and management.

B.13.1.5. Community nursing homes are required to meet all state licensing requirements including the state requirements pertaining to level of medical liability insurance (MLI). When CNH's with existing contracts have documented efforts to purchase MLI, but have been denied by reason of a moratorium on new policies, or by price prohibitions, VA contracts may be renewed if the CNH meets all other contract care provisions. However, VA will not establish new contracts with non-participating CNH's that do not have the level of MLI required by the state.

B.13.1.6. The CNH Review Team must obtain and must analyze the Compare and MDS QI Profile data, and all other necessary state survey reports and information. This may include a copy of the most recent State Survey Agency (SSA) Form 2567, Statement of Deficiencies and Plan of Correction, and any complaints against a CNH that are reported to the State. NH Compare information is available on-line: <http://www.medicare.gov/nhcompare/home.asp>. A copy of SSA Form 2567 may be requested from the State or the nursing home being reviewed. A copy of the most recent MDS QI Profile will be requested from the nursing home being reviewed. This profile includes all quality indicators reported through MDS to CMS with facility, State, and national percentages.

B.13.1.7. When the CNH Review Team's document examination indicates that the nursing home is in either substantial compliance or that deficiencies have been corrected, an informational visit is made to the home by a VA representative designated by the CNH Review Team. This visit is designed to meet the leadership of the nursing home, to learn about the nursing home's special programs, and to determine how the nursing home can best meet veterans' needs.

B.13.1.8. When the CNH Review Team's document examination indicates deficiencies of scope, severity, or number that prevent the CNH from meeting the standards for initial and annual CNH reviews as detailed in VHA Handbook 1143.2, paragraph 11c, and the plan of correction does not adequately answer these deficiencies, the CNH Review Team either conducts an on-site survey, or recommends that the contract not be initiated. This action is taken after consultation with the SSA in order to ensure that a VA site visit is necessary. The team members must include a registered nurse, social worker, plus other disciplines, as appropriate, to evaluate the specific areas of non-compliance.

B.13.1.8. For all contracts, a Safety Officer must always conduct an initial site survey. The nursing home is required to be in compliance with the most recent edition of the Life Safety Code (LSC). All new homes entering the CNH Program must be fully sprinkled. This affects homes new to the CNH Program; not contract renewals.

B.13.1.9. Based on the preceding evaluation process, the CNH Review Team through the CNH Coordinator, makes recommendations to the Contracting Officer on the disposition of the application.

B.13.2. ANNUAL REVIEW OF CNHs:

B.13.2.1. Once a CNH has a VA BOA, the review process is completed and documented every 12 months, and no more than 90 days prior to expiration of the BOA. If a BOA is canceled and renegotiated during the year for the purpose of establishing a new per diem rate or for an ownership change, it is not necessary to conduct another review as long as the review has been conducted within the required 12-month time limit.

B.13.2.2. The CNH team repeats the process described in B.14.1 above for annual reviews. In addition, the team must review the findings of the ongoing monitoring visits to the nursing home. NOTE: Triennial site surveys for LSC compliance will be conducted, unless otherwise indicated by the review process.

B.13.2.3. The CNH Review Team must document the findings and recommendations on each review and follow-up review conducted.

B.13.2.4. Based on the preceding review processes, the CNH Review Team through the CNH Coordinator, makes recommendations to the Contracting Officer on the disposition of the contract renewal.

B.13.2.5. The CNH Review Team, through the CNH Oversight Committees, provides documentation on its findings and the CNH disposition or the Certification Report. Reports will be made on the CNH Website, when it becomes available and updated quarterly. This certification includes the dates each CNH was reviewed, how the reviews were conducted, if on-site surveys by the CNH Review Team were necessary, if consultation with the SSA was obtained, and other pertinent information and recommendations. A program monitor, examining the overall quality of CNHs under contract, will be drawn from the website data set.

Interested parties may view the entire text of VHA Handbook 1143.2, VHA Community Nursing Home Oversight Procedures, at the following link:

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5440

SECTION C - CONTRACT CLAUSES

C.1 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.3 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 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

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

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

(22) 52.219-28, Post Award Small Business Program 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).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

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

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

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

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

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

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

(47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

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

(49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Housekeeper	NA02 \$12.08/hr
Cook	WG04 \$13.72/hr
Certified Nursing Assistant	GS03 \$13.82
Nurse	GS07 \$21.49

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 45 calendar days of contract expiration.

(End of Clause)

C.6 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.7 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

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

(End of Clause)

C.8 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

C.9 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.10 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://farsite.hill.af.mil/vmfara.htm>

(End of Clause)

C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.12 VAAR 852.216-73 ECONOMIC PRICE ADJUSTMENT—STATE NURSING HOME CARE FOR VETERANS (MAR 2018)

This clause does not apply to rates for non-Medicaid nursing homes.

(a) Rate Determination. The per diem rate is established by the current Medicaid rate for Medicaid approved nursing home care plus a fair market amount (percentage) to cover the costs of supplies, services, and equipment above that provided under Medicaid established by the local State Medicaid Agency (SMA). Rates established after the effective date of this contract will require a modification to the contract by the Contracting Officer.

(1) The Medicaid rate covers room, board, and routine nursing care services.

(2) For all levels of nursing care a percentage is added for routine ancillary services/supplies, such as drugs, nursing supplies, oxygen (occasional use), x-ray, laboratory, physician visits, and rental equipment.

(3) Special equipment, e.g. Clinitron bed, is not considered routine ancillary services (and may not be provided by the VA).

(4) Drug costs which comprise more than eight and one-half percent (8.5%) of the per diem rate are generally not considered routine ancillary supplies (and may not be provided by the VA).

(5) Rehabilitation therapies will be provided as distinct levels of care, i.e., skilled, intermediate, and custodial care. Hospice Care and Dialysis are not included in the rate. Payment for Hospices and Dialysis services is provided by the VA or other payers as determined by the Veteran with the VA's approval.

(b) Economic Price Adjustment. This clause does not apply to ancillary services that may be added or deleted from the agreement.

(1) The per diem rate(s) will apply throughout the term of this contract, including extension period(s). The rate(s) may be adjusted only to reflect a change in a Medicaid rate as authorized by the SMA. Normally, this will be on an annual basis. The negotiated percentage above the Medicaid rate, to cover the

all-inclusive nature of the contract, will not be renegotiated; but will be applied and added to the new Medicaid rate for the adjusted per diem rate for each level of care item. In this regard, new rates will be negotiated requiring a modification to the contract. Each per diem price adjustment under this clause is subject to the following limitations:

(2) Any adjustment shall be limited to the effect of increases or decreases in the approved SMA's patient care components within the affected Medicaid groups.

(3) Adjustments will occur no more frequently than those issued by the SMA.

(4) No adjustments are made until the Contracting Officer receives from the SMA an authenticated copy of the new rates signed and dated at the top right of the document by the authorized nursing home official. Within ten days after this occurs, the Contracting Officer will execute an approval signature and date at the approximate locations of the nursing home official's signature, the action of which will serve as the effective date of the adjusted rate. A copy of the fully executed document will be sent to the nursing home official for record keeping purposes.

(End of Clause)

C.13 VAAR 852.222-70 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NURSING HOME CARE FOR VETERANS (MAY 2018)

(a) No Contractor and subcontractor under this contract shall prohibit the payment of overtime wages to their employees for work in excess of 40 hours in any workweek, which would otherwise be a violation of Contract Work Hours and Safety Standards (the statute) (40 U.S.C. 3701, *et seq.*), provided—

(1) The Contractor or subcontractor is primarily engaged in the care of nursing home patients residing on the contractor's or subcontractor's premises;

(2) There is an agreement or understanding between the Contractor or subcontractor and their employees, before performance of work, that a work period of 14 consecutive days is acceptable in lieu of a work period of 7 consecutive days for the purpose of overtime compensation;

(3) Employees receive overtime compensation at a rate no less than 1 1/2 times the employees' regular hourly rate of pay for work in excess of 80 hours in any 14 day period; and

(4) Pay is otherwise computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(b) Subcontracts. The Contractor shall insert the text of this clause, including this paragraph (b), in subcontracts at any tier. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (b) of this clause.

(End of Clause)

C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.15 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____ . However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

\$1,000,000.00 per occurrence; \$3,000,000.00 in aggregate

(End of Clause)

C.16 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

C.17 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

COMMUNITY NURSING HOME SERVICES

FOR THE

VETERANS INTEGRATED SERVICES NETWORK 20 (VISN 20), INCORPORATING THE STATES OF WASHINGTON, OREGON, IDAHO & ALASKA.

1.0. PURPOSE:

1.1. This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- a. What will be monitored;
- b. How monitoring will take place;
- c. Who will conduct the monitoring; and
- d. How monitoring efforts and results will be documented.

1.2. This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

1.3. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2.0. GOVERNMENT ROLES AND RESPONSIBILITIES:

2.1. The following personnel shall oversee and coordinate surveillance activities.

2.1.1. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

- a. Assigned Contracting Officer (CO): To be determined.
- b. Assigned Contract Specialist: To be determined.
- c. Organization or Agency: U.S. Department of Veterans Affairs

2.1.2. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

- a. Assigned COR(S): To be determined.
- b. Other Key Government Personnel: To be determined.

3.0. CONTRACTOR REPRESENTATIVES: The following employees of the contractor serve as the contractor's program manager for this contract.

- a. Program Manager – As assigned by facility
- b. Other Contractor Personnel - As assigned by facility

4.0. PERFORMANCE STANDARDS: Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

QUALITY ASSURANCE SURVEILLANCE PLAN Community Nursing Home Care						
No.	Paragraph in PWS	Indicator/ Performance Standard	Standard for Quality Level	Acceptable Quality Level	Method of Surveillance	Met AQL/Did not meet AQL Rating (Add Comments)
1	B.5.17., B.12.1.3.	Nursing Home shall provide VA with copies of all State / Federal licensures, certifications, and investigations reports when requested.	100%	100%	Periodic Reviews and spot checks	
2	B.5.7.	The Contractor shall cooperate in developing plans of corrective action according to outlined criteria in the Performance Work Statement.	100%	100%	Periodic Reviews and spot checks	
3	B.5.3., B.5.6., B.5.17.	Notice of veteran being hospitalized within 72 hours and notice of any veteran death within 24 hours or immediately the first business day after a weekend or holiday.	100%	95%	Periodic Reviews and spot checks	

4	B.5.5. B.5.17.	Notice of all reportable events on VA contract veterans and all facility sentinel events within 24 hours or immediately the first business day after a weekend or holiday.	100%	100%	Periodic reviews	
5	B.5.10.	All medical records concerning the veteran's care in the nursing home a) will be readily accessible to VA, and b) within acceptable standards and practice.	100%	100%	Periodic Reviews and spot checks	
6	B.10., B.11	Invoices shall be timely and accurate for all items billed.	100%	95% - 100%	Periodic Reviews and spot checks	

5.0. METHODS OF QA SURVEILLANCE: VARIOUS METHODS EXIST TO MONITOR PERFORMANCE.

- a. Direct Observation;
- b. Periodic Inspection;
- c. User Survey;
- d. Validated User/Customer Complaints;
- e. Inspection;
- f. Periodic Sampling;
- g. Random Sampling;
- h. Progress or Status Meetings; and
- i. Analysis of Contractor's Progress Reports.

6.0. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level.

The following ratings shall be used (Reference: CPARS User Manual

<https://www.cpars.gov/pdfs/CPARS-Guidance.pdf> p. A2-1):

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><i>Note: To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</i></p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><i>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also, there should have been NO significant weaknesses identified.</i></p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><i>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also, there should have been NO significant weaknesses identified.</i></p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><i>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</i></p>
UN-SATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</i></p>

7.0. DOCUMENTING PERFORMANCE:

7.1. Acceptable Performance: The Government shall document positive OR NEGATIVE performance. Any report may become a part of the supporting documentation for any contractual action.

7.2. Unacceptable Performance:

7.2.1. When unacceptable performance occurs, the COR shall work with the Contracting Officer (CO) inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case, the COR shall document the discussion and place it in the COR file. In order to assure that the contractor receives impartial, fair, and equitable treatment under this contract, the COR will work with the contractor to increase performance to an acceptable level.

7.2.2. When the COR and CO determines formal written communication is required, the COR and CO shall prepare a Contract Discrepancy Report (CDR) and present it to the contractor's program manager.

7.2.3. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

7.2.4. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

80. FREQUENCY OF MEASUREMENT:

8.1. Frequency of Measurement: During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

8.2. Frequency of Performance Assessment Meetings: The COR shall meet with the contractor as needed to assess performance and shall provide a written assessment.

9.0. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP:

Signature – Contractor

Signature – Contracting Officer Representative

D.2 WAGE DETERMINATION DOL LINK

Current Wage Determinations by state are available online for the contractor to review at the following link:

WageDeterminationsOnLine.gov: <https://www.wdol.gov/>

D.3 AUTHORIZATION & INVOICE FOR MEDICAL & HOSPITAL SERVICES

Department of Veterans Affairs

AUTHORIZATION AND INVOICE FOR MEDICAL AND HOSPITAL SERVICES

Issuing Office	1. Date of Issue
Portland VA Medical Center	
(V-4-FEE)	
PO BOX 1035	2. Veteran's Name
PORTLAND, OR 97207	

Name of Physician or Station	3. Address
	4. Veteran's Claim No.
	4A. SSN
	5. Authorization Valid
	From To

PART 1. - SERVICES AUTHORIZED

6. Services shown below are authorized for the period indicated in Item 5 above.	7. Fee
(See Special Provisions below.)	\$

8. Fee Schedule or Contract	9. Authority	9A.	10. Estimated Amount
	17.51		\$

11. Fiscal Symbols

|12. Authorized by (Name and Title)

36_0160

FCP 140 COMMUNITY NURSING HOME

SPECIAL PROVISIONS: Acceptance of this authorization to render service is governed by the following:

1. ACCEPTANCE OF THIS AUTHORIZATION AND PROVIDING OF SUCH TREATMENT OR SERVICES SUBJECTS YOU, THE PROVIDER OF CARE, TO THE PROVISIONS OF PUBLIC LAW 93-579, THE PRIVACY ACT OF 1974, TO THE EXTENT OF THE RECORDS PERTAINING TO THE VA AUTHORIZED TREATMENT OR SERVICES OF THIS VETERAN.

2. Fees or rates listed represent maximum allowance for services specified. In no event should charges be made to the VA in excess of usual and customary charges to the general public for similar services.

3. Payment by the VA is payment in full for authorized services rendered.

4. Unless otherwise approved by the VA, services are limited in type and extent to those shown on this authorization. If services are not initiated for any reason, return a copy of the authorization to the issuing office with a brief explanation.

5. A copy of the Operative Report will be forwarded to the Authorizing station within one week following any major surgery.

6. A copy of the hospital summary will be forwarded to the authorizing station within ten work days following the release of the patient from the hospital.

All questions relating to this authorization should be referred to the issuing VA Office

D.4 REFERRAL FOR NURSING HOME CARE

Local Title: SWS – Nursing Home Placement

Standard Title: Social Work Note

Date of Note:

Entry Date:

Author:

Exp Cosigner:

Urgency:

Status:

Date of Placement:

Name and phone number of referring individuals:

Patient Information:

Patient Eligibility:

VA or other benefits claim initiated:

Name, location and phone number of Nursing Facility:

Person contacted:

Type of Placement:

VA Contract:

Co-pay Exempt for LTC Services:

If No the 10-10 EC must be completed prior to placement.

RUG IV Group Score:

Optional Level of Care (requires prior approval of CNHC Director):

Contract exceptions:

VA Contract authorization not to exceed 20 days without prior approval of CNHC director.

Patient receives:

Expected duration:

Other comments:

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	NOV 2017

E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Acceptability;
2. Past Performance, and
3. Price.

Technical and past performance, when combined, are (see 52.212-2 Addendum).

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.5 ADDENDUM TO 52.212-2, BASIS OF AWARD

Community Nursing Home Services

For The

Veterans Integrated Services Network 20 (VISN 20), Incorporating the States of Washington, Oregon, Idaho & Alaska.

1.0. Contract Type: The Government anticipates awarding multiple firm fixed-price Basic Ordering Agreements (BOA), under this open and continuous competitive solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

2.0. Responsive and Responsible: This is a best value acquisition based on Lowest Priced, Technically Acceptable (LPTA) evaluation factors. Multiple BOAs will be awarded as required to local nursing home facilities who are deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the Request for Quote's requirements, and who has acceptable or neutral past performance.

3.0. Period of Performance: It is intended that BOAs awarded against this solicitation will have a five (5) year period of performance with no option periods.

4.0. SAM Registrations: Offerors must be registered in the System for Acquisition Management (SAM). No BOA will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at the following website address: <https://www.sam.gov/portal/SAM/#1> . On-line Representations and Certifications (ORCA) must also be filled out on the SAM website.

5.0. Evaluation Procedures: This is a competitive Request for Quotes (RFQ) that follows the best value Lowest Priced, Technically Acceptable format for evaluation criteria which is conducted under FAR Part 12 and Part 15. Awards will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

5.1. Technical Acceptance Evaluation - The Contractor shall meet all technical requirements as stated below:

5.1.1. Regulatory and Compliance: Nursing home facility will meet all Federal and State regulatory requirements and industry practices, as applicable, and be in compliance with such regulations and standards.

5.1.2. Facility is in compliance with most recent standards of Life Safety Standards – National Fire Protection Association Standard and applicable Federal, State and local regulations.

5.1.3. Facility must be 100% sprinklered and can demonstrate evidence of this fact upon request.

5.1.4. Facility has current Center for Medicare and Medicaid Services (CMS) certification (Medicare and/or Medicaid) and State license.

5.1.5. Facility has Medical Liability Insurance/Professional Liability Insurance at the minimum level as required by the State and VAAR 852.237-7, Indemnification and Medical Liability.

5.1.6. Facility meets three (3) or less of the seven (7) VHA Exclusionary Criteria in paragraph 5.1.7 below, related to VA quality of care standards as outlined in the latest VHA GEC Program Guidance as evidenced by the latest CMS survey. The Medicare.gov Nursing Home Compare website can be accessed at the following link:

<http://www.medicare.gov/NHCompare/Include/DataSection/Questions/ProximitySearch.asp?bhcp=1>

5.1.7. VHA Quality of Care Exclusionary Criteria:

5.1.7.1. Deficiencies – Scope & Severity: Program Requirement is OSCAR Level G through L equals Nursing Home Compare score of three (3) or higher. Standard: CNH fails this criterion when there are three (3) Level G or worse deficiencies in the current survey. Reference CMS Nursing Home Compare website.

5.1.7.2. Health Requirement Deficiencies: Standard: CNH fails this criterion when total number of health requirement deficiencies are greater than twice (2x) the State average in current survey. Reference CMS Nursing Home Compare website.

5.1.7.3. Staff Treatment of Residents & Facility Licensure: Program Requirement is Rating E through L or higher. Standard: CNH fails this criterion when OSCAR Level E through L or Nursing Home Compare score of two (2) or higher is found in any following measures: Restraints - Federal Tag, F221 or F222; Abuse - F223; Staff Treatment of Patients (includes background check) – F225 or F226; Dignity – F241; or Licensure – F491. Reference CMS Nursing Home Compare website.

5.1.7.4. RN Hours Standard: CNH fails this criterion when RN hours/patient day are below the State average (in general, these calculations are based on total corresponding staff hours per number of residents / in a 24-hr. period). Reference Nursing Home Compare website.

5.1.7.5. Total Nursing Staff: Standard: CNH fails this criterion when hours/patient day are below the state average. In general, these calculations are based on total corresponding staff hours per number of residents in a 24-hr. period. Reference Nursing Home Compare website.

5.1.7.6. Staffing Deficiencies: Standard: CNH fails this criterion when OSCAR Level E through L or Nursing Home Compare score of two (2) or higher is found in any of the following measures: Nursing Services – F353; Nursing Aide Training – F494 or F495 or F496; Regular In-Service Training – F497; Proficiency of Nursing Aides – F498; or Staff Qualifications – F499. Reference CMS Nursing Home Compare website.

5.1.7.7. Quality Measures: Standard: CNH fails this criterion when six (6) or more of the CMS Quality Measures listed in Nursing Home Compare do not meet or exceed the State average. Reference CMS Nursing Home Compare website.

5.1.8. Quality Control:

5.1.8.1. Facility can demonstrate its latest plan of correction is approved by the state for any deficiencies.

5.1.8.2. Facility can show upon request evidence that its latest plan of correction is approved by the State for any pending deficiencies.

5.1.9. Management Approach. Nursing home will demonstrate timely access to care and resources.

5.1.9.1. Facility has bed capacity to ensure their ability to take referrals when requested (e.g., long-term care referrals).

5.1.9.2. Facility is able to accept VA referrals in a timely fashion (e.g., long-term and short-term referrals within 24 hours of request).

5.2. Past Performance Evaluation: Past Performance is one indicator of an offeror's ability to perform the contract successfully. Proposals that lack any past performance will receive a neutral rating. Past performance shall consist of:

- a. For incumbent VA-contracted facilities: Previous performance under any VA Basic Ordering Agreement (BOA) or other contract vehicle held within the past three (3) years;
- b. Your nursing home's most recent State inspection report including Statement of Deficiencies and Plan of Correction;
- c. Any current State Ombudsman report that relates to your facility within the last two (2) years; and
- d. VA requires nursing homes with a Medicare Star rating of at least three (3) as found on the Nursing Home Compare website. A rating of two (2) may be considered in the following circumstances:
 - i. facilities located in geographically isolated, or rural areas;
 - ii. difficult to place patients;
 - iii. specialty units; or
 - iv. any circumstance acceptable to the Contracting Officer for granting a waiver.

5.3. Inspection: If the facility is determined by evaluators to be Technically Acceptable with satisfactory or better Past Performance, or neutral Past Performance, the VA will request additional information from the CNH facility for an inspection, which may be a two-tier inspection process. The first-tier screening which precedes an actual onsite inspection may include review of staffing stability, specialized programs, staff development, activities/community integration and resident-centered care/cultural transformation programs. The second-tier aspect of the inspection process occurs if the first-tier is passed and is an on-site inspection by the VA. That inspection process will determine whether the facility is acceptable or unacceptable to the VA.

5.4. Price Evaluation: Price proposals will be evaluated by the Contracting Officer. The Government may use various price analysis techniques and procedures to make a price reasonableness determination. CNH facilities that are not technically acceptable cannot be awarded a contract regardless of price.

6.0. Final Determination by the Source Selection Authority (SSA): The SSA will make a final written determination, and the source selection decision will include documentation, and the documentation from evaluation team members, including benefits associated with additional costs.

(End of Addendum)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price with Economic Price Adjustment Basic Ordering Agreement resulting from this solicitation.

(End of Provision)

E.4 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

E.5 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

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

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703–4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Darlene Anderson

Hand-Carried Address:
Department of Veterans Affairs

Network Contracting Office 20
1495 Wilmington Drive
Suite 360
Dupont WA 98327
Mailing Address:

Department of Veterans Affairs

Network Contracting Office 20
1495 Wilmington Drive
Suite 360
Dupont WA 98327

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

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

(End of Provision)

**E.9 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)