

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL OFFEROR TO COMPLETE BLOCKS 12, 17, 23,				1. REQUISITION NO.	PAGE 1190
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.	
5. SOLICITATION NO.		6. SOLICITATION ISSUE DATE		36C10G19R0043	
7. FOR INFORMATION		a. NAME Tamela Grandberry		b. TELEPHONE NO. (No Collect) 202-875-9529	
8. OFFER DUE TIME		9. ISSUED U.S. Department of Veterans Affairs OPAL Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697		10. THIS ACQUISITION <input checked="" type="checkbox"/> UNRESTRICTED <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 ACT (WOSB) <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 524292 SIZE STANDARD: \$32.5 Million	
11. DELIVERY FOR FOB TATION UNLESS BLOCK MARKED <input checked="" type="checkbox"/> SEE		12. DISCOUNT		13a. THIS CONTRACT RATED ORDER <input type="checkbox"/> 15 CFR	
14. METHOD OF <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		13b. N/A			
15. DELIVER U.S. Department of Veterans Affairs OPAL 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697		16. ADMINISTERED U.S. Department of Veterans Affairs OPAL Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697		17a. CODE FACILITY	
18a. PAYMENT WILL BE MADE U.S. Department of Veterans Affairs Financial Services Center PO BOX 149971 (see Section B.3 invoicing/payment Austin TX 78714-8917 PHONE1 (877) 489-6135 FAX:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS	
19. ITEM		20. SCHEDULE OF		21. QUANTIT	
22. UNIT		23. UNIT		24. AMOUN	
Title: Community Care Network Region Five (Alaska)		See B.4 Price/Cost Schedule for details			
25. ACCOUNTING AND APPROPRIATION		26. TOTAL AWARD AMOUNT (For Govt. Use)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS		29. AWARD OF CONTRACT: REF. DATED YOUR OFFER ON (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES SET FORTH HEREIN IS ACCEPTED AS TO			
30a. SIGNATURE OF		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR NAME)		30c. DATE		31b. NAME OF CONTRACTING OFFICER (TYPE OR NAME) LeShanna Calahan Contracting Officer	
31c. DATE					

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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: TBD

b. GOVERNMENT: Contracting Officer 36C10G
U.S. Department of Veterans Affairs
OPAL | Strategic Acquisition Center
10300 Spotsylvania Ave | STE 400
Fredericksburg VA 22408-2697

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 ☒ 30 days

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

U.S. Department of Veterans Affairs
Financial Services Center
PO BOX 149971
(see Section B.3 invoicing/payment)
Austin TX 78714-8917

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

AMENDMENT NO	DATE

B.2 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

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

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

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

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

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core

Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

(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 redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

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

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

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

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

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

Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

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

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

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

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

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to

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

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

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

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive

information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:

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

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

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

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
 - c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

B.3 PERFORMANCE WORK STATEMENT

1.0 GENERAL INFORMATION

1.1 Introduction

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

1.2 Background

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

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

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

VA currently has 26 reimbursement agreements with Alaska Tribal Health Programs (THP) Alaska to provide healthcare services to native and non-native Veterans. VA intends to maintain those existing agreements. Additionally, VA has included provisions in the CCN Request for Proposal to allow for Tribal healthcare providers and facilities participation in the CCN network.

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

1.3 Scope of Services

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

The Contractor will receive enrollment and eligibility information provided by VA. The Contractor shall establish and maintain a network of high performing licensed healthcare providers as well as healthcare practitioners capable of delivering patient-centered care. The Contractor shall:

- (i) provide exemplary customer service;
- (ii) monitor and manage quality outcomes;
- (iii) use data and performance metrics to improve services;
- (iv) process and pay claims in order to enhance Veterans' healthcare experiences.

The Contractor shall deliver healthcare services by the use of tools and practices that drive efficiencies, cost savings, and a positive Veteran experience. The Contractor shall serve as a third-party administrator (TPA) with responsibility to perform the requirements herein.

2.0 PROJECT MANAGEMENT

2.1 Post Award Meeting

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

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

2.1.1 Kickoff Meeting

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

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

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

group sessions with the Contracting Officer's Representative (COR) ahead of time to ensure adequate SME participation to present, explain, and collect feedback on all the deliverables. The Contractor shall coordinate with the Contracting Officer (Contracting Officer) to establish dates, location, and agenda for the kickoff meeting. The Contractor shall take meeting minutes, which shall be provided to VA in accordance with the Schedule of Deliverables. Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Kickoff Meeting Presentation
- B. Meeting Minutes

2.2 Project Management Plan (Project Plan)

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

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

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

A. Project Management Plan

2.2.1 Implementation Strategy

The offeror shall meet HCD requirements at six (6) months from contract award. VA will not accept a phased approach to HCD or HCD earlier than 90-days from contract award. The Contractor shall develop an Implementation Strategy to detail how the CCN will be implemented within CCN Region 5. The Implementation Strategy and high-level IMS shall be submitted in accordance with the Request for Proposals (RFP). The Implementation Strategy shall outline the strategy for management of the following:

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

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

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

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

A. Twice Monthly Status Reports (during implementation period)

2.2.2 CCN Deployment Plan

The Contractor shall develop a deployment strategy that achieves HCD in Region 5 six (6) months from contract award. Full healthcare shall be implemented in its entirety at HCD, VA will not accept a phased approach to HCD. HCD cannot start before 90-days from contract award. Successful deployment of Region 5 shall ensure site operational readiness, provider network adequacy, completed training, and management of risks and mitigation strategies. The Contractor shall develop a CCN Deployment Plan describing the strategy and procedures associated with deploying the CCN in Region 5 identified in Attachment A, "VA

Medical Center Catchment Area by CCN Region". The CCN Deployment Plan shall be submitted in accordance with the Schedule of Deliverables.

The CCN Deployment Plan shall contain details on the Contractor's method to:

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

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

A. CCN Deployment Plan

2.3 Risk Management Plan

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

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

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

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

2.4 Operational Quality and Reporting Requirements

2.4.1 Quality Assurance Plan

The Contractor shall establish and maintain a Quality Assurance Plan (QAP). The QAP shall be submitted in accordance with the Schedule of Deliverables. The Contractor's QAP shall demonstrate how the Contractor's performance will adhere to the Quality Assurance Surveillance Plan (QASP) (see Attachment B-T "Quality Assurance Surveillance Plan (QASP)" and Attachment B-A, "QASP Performance Requirement Summary"). The Contractor shall meet performance targets established by the QASP. To provide for changing quality assurance and quality performance conditions, either VA or the Contractor may request changes to the components of QASP measurement and reporting. VA will utilize the QASP to monitor the quality of the Contractor's performance. The oversight provided for in the QASP will help to ensure that service levels reach and maintain the required levels

throughout the contract term. The QASP will be finalized upon award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by VA as necessary and executed upon bilateral agreement with the Contractor. The Contractor shall address all QASP performance metrics and whether the performance threshold missed, met and/or exceeded for each standard in a section entitled: “QASP Summary Report” within its Monthly Progress Report (MPR) (see Section 2.4.2, “Supplemental Project Management Reporting Requirements”).

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

A. Quality Assurance Plan

2.4.2 Supplemental Project Management Reporting Requirements

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

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

These reports shall reflect data as of the last day of the preceding quarter and submitted in accordance with the Schedule of Deliverables. The Contractor shall participate in quarterly Program Management Reviews (PMRs) with VA at VA designated locations to support the presentation of information contained in the QPR. The Contractor shall utilize Attachment C, “QPR Template” to populate and submit the QPRs.

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

1. Task Summary – This section includes a high-level summary narrative of the work that is being performed, both at the Indefinite Delivery/Indefinite Quantity (IDIQ) level and at the Task Order level.
2. QASP Summary Report – This section shall document the Contractor’s performance against the performance metrics identified in the QASP during the reporting period.
3. Schedule Summary – This section reports summary of schedule elements that correspond with the reporting period.

4. Actual Activities for the Preceding Month – This section describes the activities performed in the preceding month.
5. Planned Activities for Next Month – This section describes the activities planned for the following month.
6. Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

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

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

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

2.5 CCN Communications Plan

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

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

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

- A. CCN Communications Plan

2.6 Accreditation

Except as described in Section 3.7.1, "Credentialing Requirements," healthcare delivery cannot commence until the CCN meets accreditation standards set forth herein.

The CCN shall be accredited by a nationally recognized accrediting organization for the healthcare services and providers that are within scope of an accreditation. The Contractor shall ensure that all services, facilities, and CCN providers, are in compliance with the accrediting organizations' standards or applicable Federal and State laws, where accreditation is not required, and VA approves, for a service provider prior to serving Veterans under this contract. With the exception of THPs, national certification, in lieu of accreditation, is insufficient to meet this requirement. With the exception of THPs, in the event that this contract and the accrediting organization have different standards for the same activity, the more stringent standard shall apply for the services under this contract. A

final determination of the more stringent standard will be made by VA in any instance of uncertainty.

To encourage THP participation and pursuant to 25 U.S.C. 1647a, THPs participating in CCN shall satisfy only those generally applicable State or other requirements for participation as a provider of healthcare services, provided THP, and its providers, may not be subject to licensure by the State of Alaska as provided for in 25 U.S.C. 1621d(a)(1)(A), 162 It, and 1647a(2) or other applicable State or Federal law. THP satisfies the Centers for Medicare and Medicaid Services ("CMS") conditions of participation/conditions of coverage. THP providing inpatient services shall be accredited by The Joint Commission or another equivalent accrediting body. Certified Community Health Aides shall be certified by the IHS to provide medical care, behavioral health services, and/or dental care pursuant to the Standards and Procedures adopted by Community Health Aide Program Certification Board, which was established by the IHS pursuant to 25 U.S.C. 16161.

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

1. Provider Network (Section 3.2) or Health Network: Accredited prior to HCD. Documentation to be provided prior to HCD.
2. Credentialing Process: Documentation to be provided no later than date of award.
3. The Contractor shall also attest that it is capable of protecting the government Furnished Information VA data in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Security Rules.

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

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

- A. Documentation of Accreditation

2.7 Service Organization Control Reporting (SSAE 18)

2.7.1 Service Organization Control Reporting Generally

The Contractor shall engage an unaffiliated external auditing firm to conduct a Service Organization Controls (SOC) 1, Report on Controls at a Service Organization Relevant to User Entities Internal Control over Financial Reporting, Type 2 Report, in accordance with Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or in accordance with the current guidance issued by the Auditing Standards Board and shall provide VA with a written copy of the SOC 1 Type 2 examination report (the "Prime Report"). The independent auditing firm shall have prior experience in conducting SSAE audits. In addition, the Contractor shall provide a written copy of the SOC 1 Type 2 report, completed in

accordance with SSAE 18, for any subservice organization (the “Subcontractor Report”). The Prime Reports and Subcontractor Reports shall address the specific services provided by the Contractor to VA under this contract. The current guidance for SSAE 18 was issued in April 2016. Reference:

https://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/SSAE_No_18.pdf. This guidance may be updated during the performance of the contract. The Contractor shall comply with updates to SSAE 18 and provide new reports as required by any changes to the updated SSAE guidance.

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

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

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

All Prime Reports and Subcontractor Reports shall clearly indicate the services, systems, and locations covered by the review, as well as the nature and type of control testing performed. The Contractor shall also account for controls over subservice organization (Subcontractor) services and performance. The Contractor shall include a cover letter on all Prime Reports and Subcontractor Reports clearly identifying that the Contractor that is performing services within the scope of the contract. The cover letter shall be addressed to VA and shall summarize the results of the audit and the audit tests performed. The letter shall highlight unusual items, deficiencies, qualifications, and any inconsistencies with professional standards and provide an indication of actions being taken to address, remedy, or mitigate these or other weaknesses noted in the applicable report.

In the event a Prime Report or Subcontractor Report includes any deficiencies material to the Contractor’s performance under this contract or relevant to VA’s internal controls over financial reporting or operational controls to achieve VA’s mission, as determined by VA in its

sole discretion, VA will notify the Contractor in writing of the need for a CAP within thirty (30) days of receipt of the Prime Report. The Contractor shall submit the CAP to VA in accordance with the Schedule of Deliverables. The CAP shall describe, in detail, actions that will be taken by the Contractor to resolve the deficiencies and the timeline (begin and end dates) for completing each action. The Contractor shall implement recommendations as suggested by its auditor and the audit report within ninety (90) days from report issuance and shall cure any deficiencies to VA's satisfaction within a reasonable period, but no later than ninety (90) days from report issuance, and at no cost to VA.

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

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

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

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

2.8 Transition

2.8.1 Reserved

2.8.2 Transition Out

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

Transition activities shall include the following:

1. Delivery of a transition plan inclusive of a timeline of major events, key positions responsible for each of the functional areas involved in the transition-

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

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

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

3.0 HIGH PERFORMING NETWORK

3.1 Network Access Standards

The Contractor shall provide a CCN. The CCN shall always consist of a comprehensive network of qualified healthcare providers and practitioners to provide services set forth in Section 4.0, “CCN Health Benefit Package.” Additional requirements for the Pharmacy component of the CCN are contained in Section 15.0, “Pharmacy.” Additional requirements for the DME component of the CCN are contained in Section 16.0, “Durable Medical Equipment, Medical Devices, Orthotic and Prosthetic Items.” Additional requirements for the Dental component of the CCN are contained in Section 17.0, “Dental.” The Contractor shall maintain a network of providers and practitioners that will extend across the entirety of CCN Region 5 and shall always be sufficient in numbers and types of providers, practitioners, and facilities to ensure that all services will be accessible within the time frames outlined in this section.

The Contractor shall receive quarterly, from VA, a list of all non-contracted providers who provided VA authorized services to Veterans and submitted claims to VA for reimbursement. The Contractor shall use this list to contact the non-contracted providers, requesting they join the provider network. No later than 30 calendar days from receipt of the list of all non-

contracted providers, the Contractor will submit the Non-Network Provider Outreach Report (See Attachment U, Tab X for the format.)

CCN network access standards for drive time will be measured based on the drive time between the Veteran's official residence (as determined in the eligibility and enrollment system) and the rendering provider's physical address (based on claims information). Drive time will be measured for the first appointment within the approved referral using Bing Maps or another geo-mapping utility approved by VA.

CCN network access standards for appointment availability will be measured based on the time in calendar days between the initial consult date and the initial date of service in the referral unless there's a Clinically Indicated Date (CID) or a Veteran preferred date entered in the referral that is beyond the appointment availability standard.

Network adequacy will be determined for the entire CCN Region and by specific categories of care. The Contractor shall utilize two primary factors to achieve network adequacy: (i) geographic accessibility to a provider based on drive times, and (ii) appointment availability. Where access is inadequate (drive time or appointment availability) as determined by VA, the Contractor will be required to recruit providers and practitioners currently practicing in that area to participate in the CCN.

The CCN shall:

1. Include individual providers, practitioners, and institutional facilities
2. Coordinate with the care and services provided by VA
3. Monitor quality and cost-effective care
4. Be adequate in size, scope, and capacity to ensure that Veterans receive timely access to care

The size, scope, and capacity of the CCN shall always ensure timely access to care and shall be set up in accordance with the minimum standards found in Tables 1 and 2, except that minimum standards for: (i) pharmacy providers are set forth in Section 15.2, "Urgent/Emergent Prescription Network Adequacy":

Table 1. Maximum Drive Times

Average Drive Times	
Primary Care	30 minutes
Mental Health Care	30 minutes
Extended Care	30 minutes
Specialty Care	60 minutes

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

Table 2. Maximum Wait Times

Actual Wait Times	
Primary Care	20 days
Mental Health Care	20 days
Extended Care	20 days
Specialty Care	28 days

Attachment AR – “SEOCs vs Health Benefits Package Categories”, has been provided for Contractor reference.

Services from the following providers are excluded from Drive Time standards: telehealth; non-urgent neurosurgery and cardiothoracic surgery; rheumatology; and dermatology. Contractor shall assure availability of these services within Region 5, despite being excluded from Drive Time Standards. The Contractor shall provide information on drive time availability of these excluded services in order to set expectations

The following historical demand information is provided for Contractor reference:

- Attachment AA – Uniques by Rurality by Station, is provided for Contractor reference to Veteran Population Densities in AK
- Attachment AD – Dialysis Rurality Uniques
- Attachment AF - Home Infusion by Station
- Attachment AG - Urgent vs Emergent Care
- Attachment X – Dental Volumes by Station
- Attachment Z – Station Category of Care Provider Zip Unique

Any exceptions from these minimum standards, including requests to use telehealth capabilities to meet these standards or services that are unavailable in a specific geographic region, shall be requested in writing in the form of a Waiver Request by the Contractor and submitted to the COR.

3.1.1 Network Access Waiver Requests

VA will consider requests for Waivers to the network access standards under specific and limited circumstances. Each Waiver Request must be supported by information and documentation as specified in the Attachment AS - Waiver Request Template. Any Waivers shall be requested in writing in the form of a Waiver Request by the Contractor and submitted to the COR. The CCN waiver process closely follow CMS's Medicare Advantage Exception Requests for Network Adequacy Criteria (see Page 20 of *Medicare Advantage and Section 1876 Cost Plan Network Adequacy Guidance* - <https://www.cms.gov/Medicare/Medicare-Advantage/MedicareAdvantageApps/Downloads/2018-Network-Adequacy-Guidance.pdf>)

The Waiver Request process requires the Contractor to provide evidence to VA when it is unable to meet network access standards. Written Waiver Requests will be reviewed by the COR, and a determination will be provided by the Contracting Officer.

The Contractor may request a Waiver to the current CCN network access standards if:

- The scarcity of available providers/facilities in the region precludes the Contractor from meeting the CCN network access standards as currently defined **or** the landscape of providers/facilities has changed, and certain providers/facilities are not available such that the Contractor is not able to meet the CCN access standards as currently defined **and**
- To address the changed provider/facility landscape, the Contractor has contracted with other providers/facilities that may be located beyond the limits in the time and distance criteria, but who are actually the currently available providers/facilities most accessible to Region 5 Veterans.

The Contractor must include conclusive evidence in its Waiver Request that the CCN network access standards cannot be met because of scarcity or changes to the availability of

providers/facilities, resulting in insufficient supply. The Contractor must then demonstrate that its CCN still meets overall Access Standards (for all specialties) in accordance with the QASP for Veterans in the borough.

When evaluating a Contractor's Waiver Request, VA will consider:

- (i) The number and geographical distribution of eligible health care providers available within the geography and specialty referenced in the Waiver Request.
- (ii) The prevailing market conditions within the geography and specialty referenced in the Waiver Request. Specifically, the number and distribution of health care providers contracting with other health care plans (both commercial and Medicare) operating in the geography and specialty referenced in the Waiver Request.
- (iii) Whether the service area is comprised of highly rural, rural or urban areas or some combination of the two.
- (iv) How significant the Waiver Request is from CCN time and distance access standards for Veteran access to health care providers including specialties.

3.1.2 Waiver Request Instructions

The Contractor must use the current Waiver Request Template (Attachment "x") and submit the template in accordance with the PWS.

3.1.3 Rationale for Not Contracting

The Waiver Request template allows the Contractor the opportunity to provide a valid rationale for not contracting with providers/facilities that are within or close to the time and distance limits of the CCN network Access Standards. The Contractor is to follow the instructions on the most current Waiver Request template to provide a reason for not contracting with certain providers/facilities. If a sufficient number of providers/facilities, as determined by VA, are available to meet CCN Access Standards, then VA expects the Contractor to meet the criteria without a Waiver.

3.1.4 Invalid Rationales

VA defines "inability to contract" as the Contractor's inability to successfully negotiate and establish a contract with a provider/facility. In general, VA does not consider "inability to contract" as a valid sole, rationale for a Waiver to the CCN Access Standards. VA will generally not accept the Contractor's assertion that it cannot meet current CCN Access Standards solely because providers/facilities are not willing to contract with it. Generally, if the Contractor cannot come to a financial contracting agreement with a provider/facility, then this is not a valid reason for a Waiver Request. For example, the Contractor selects "Inability to contract with provider" as a "Reason for Not Contracting" on the Waiver Request. The Contractor then states that the provider was not willing to accept the Contractor's proposed payment rates, and therefore refused to contract with the Contractor. VA would consider the Contractor's inability to contract rationale to be invalid. VA expects the Contractor to only submit a Waiver Request when the current CCN Access Standards cannot be met based on provider/facility supply. The Contractor may not submit a "placeholder" Waiver Request that indicates the Contractor is in the process of contracting with providers/facilities. VA will only consider providers/facilities that have been credentialed and contracted, and VA will not accept claims of interim contracting efforts on a Waiver Request. For example, the Contractor selects "In the process of negotiating a contract with provider" as a "Reason for Not Contracting" on the Waiver Request. The Contractor then states that contracting negotiations are still underway with a provider, and the provider will be

in-network as soon as the contract is signed and executed. VA would consider the rationale to be invalid because the Contractor does not currently have an established, effective contract with that provider.

3.1.5 Valid Rationales

VA may validate any statements made on the Waiver Request.

The Contractor will use the Waiver process to identify when the supply of providers/facilities is such that it is not possible for the Contractor to obtain contracts that satisfy CCN's Access Standards. Valid rationales include scarcity in specialties or boroughs, recent changes in an area, such as when a provider has retired, is soon retiring, or has moved to a different office location. Evidence could be in the form of letters or e-mails documenting a retirement, documented calls with the provider/facility office, news articles, or descriptions of sources used to validate provider/facility locations. If the form of documentation is a phone call to the provider/facility office, then the Contractor shall include the date of the call, the name of the provider/facility staff contacted, and the corresponding office number.

There are instances when VA will consider an organization's reason for not contracting with a provider/facility that is available. For example, based on public sources, the Contractor might claim that an available provider may cause Veteran harm. VA will consider Veteran harm rationale if the Contractor provides substantial and credible evidence. On the Waiver Request, from the "Reason for Not Contracting" list, the Contractor must select "Other," and then provide evidence in the "Additional Notes on Reason for Not Contracting" field. Evidence of Veteran harm could be a public news article about a provider's gross negligence in providing care to beneficiaries.

VA will also consider the Contractor's rationale for a Waiver if a provider/facility:

- Does not contract with **any** organizations; or
- Contracts **exclusively** with another organization

VA will consider these rationales if the Contractor provides substantial and credible evidence. More detailed information and evidence in the Waiver Request will give VA more confidence in the request when validating the Contractor's claims. On the Waiver Request, from the "Reason for Not Contracting" list, the Contractor could select either "Provider does not contract with any organization" or "Other" if the provider/facility contracts exclusively with another organization. The Contractor must then provide evidence in the "Additional Notes on Reason for Not Contracting" field. Evidence could be in the form of a letter or e-mail from the provider or facility's office stating the policy and refusal to contract. Where this evidence is present, VA would consider this information when reviewing the Waiver Request.

The Contractor might claim that an available provider is inappropriately credentialed. VA expects organizations to adhere to the credentialing requirements described in section 2.6 of the PWS. VA will consider inappropriate credentialing rationale if the Contractor provides substantial and credible evidence. On the Waiver Request, from the "Reason for Not Contracting" list, the Contractor must select "Other" or "Provider does not provide services in the specialty type listed in the database and for which this Waiver is being requested," as appropriate. The Contractor must then provide evidence in the "Additional Notes on Reason for Not Contracting" field. Evidence of inappropriate credentialing could be an official document stating the provider's current credentialing status in accordance with CCN

Credentialing Requirements, and demonstration that this status conflicts with what is reflected in the relevant provider database.

3.1.6 Expanded Flexibility for Rural/Highly Rural Areas

VA will allow the Contractor to request a Waiver if they are using telehealth to meet Network Access Standards.

Telehealth Providers: Services furnished by a provider must meet current AK State medical regulations. The Contractor may contract with an existing telehealth provider or establish its own telehealth provider to furnish eligible services to CCN Veterans. For Telehealth Waiver Requests the Contractor shall adhere to the Access Standards defined in PWS Section 3.1.

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

A. Non-Network Provider Outreach Report

3.2 Provider Networks

The Contractor shall be responsible for identifying, contacting, negotiating, and contracting with hospitals, physicians, and other healthcare professionals and practitioners within CCN Region 5 (see Section 3.5, "CCN Region"). The Contractor may use the prior fiscal year (FY) utilization data available to determine which providers and practitioners should be considered for CCN contracting. VA will provide additional Fiscal Year 2019 (FY19) utilization data after contract award. VA has attached FY15, FY16, FY17, and FY18 Summary Demand Data (see Attachment E, "Summary Demand Data") and FY18 Active Veteran counts by CCN Region (see Attachment F, "Projected Active Veterans"). Utilization data provided pursuant to this paragraph are not a guarantee of volume of purchases under this contract.

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

For urgent and emergent pharmacy services under this contract; the VA-issued prescription is the authorization for the CCN pharmacy to fill the urgent and emergent prescription. CCN providers will not be delegated this authority.

Urgent Care is a new service being provided to Veterans; VA does not have any comparable, historical Urgent Care volumes. Eligible Veterans are authorized to receive Urgent Care services from CCN providers. Urgent Care services include episodic care, including therapeutic vaccines and flu shots, and will not include longitudinal management of conditions, or preventive health services (except for flu shots), therefore there will not be continuous interaction between the Urgent Care services provider and the Eligible Veteran. Urgent Care services encompass services provided at Centers of Medicare and Medicaid Services (CMS) Place of Service (POS) codes 17 and 20. For locations that can provide urgent care services but normally bill with a different POS code (i.e. a physician's office with a POS code of 11), the Contractor can request VA approval for these types of locations to be a part of the urgent care network as long as the locations meet the payment criteria. The Contractor shall submit their urgent care claims to VA as indicated in the contract with a unique contractor-generated urgent care approval number.

The Contractor will educate the CCN providers that Urgent Care claims shall follow the claims procedures established for emergent claims in Section 7.5.

The Contractor shall meet the following minimum network adequacy standards for Region 5.

- 70% of available Urgent Care clinics with CMS POS codes 17 and 20 in the Municipality of Anchorage.
- 50% of available Urgent Care clinics with CMS POS codes 17 and 20 in a Region 5 beyond the Municipality of Anchorage.
-

* Note: Urgent care services performed outside of POS 17 and 20, (such as POS 11) may be included in the Urgent Care Access and Network Adequacy Standards if approval was obtained. Urgent care services can still be rendered at POS 11 location even if provider is not part of the provided list of Providers.

3.2.1 CCN Healthcare Services Network

The Contractor shall ensure CCN always be composed of a comprehensive network of licensed and credentialed healthcare providers, unless licensure or accreditation is not applicable to such providers, to deliver the services identified in Section 4.1, “CCN Healthcare Services,” and to meet the network adequacy standards in Section 3.1, “Network Establishment and Maintenance.” The Contractor shall make every reasonable attempt to include Academic Teaching Facilities, and Federally Qualified Healthcare Centers (FQHCs) as part of the CCN Healthcare Services. The Contractor shall annotate Academic Affiliates, and FQHCs on their provider listing.

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

The Contractor shall make every reasonable attempt to enroll Alaska THPs to ensure adequate access to community care for AK Veterans. The following information is provided for Contractor reference:

- Attachment AP - “Alaska THP Facilities List”

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

3.2.2 CCN Complementary and Integrative Healthcare Services Network

The Contractor shall provide access to a CIHS network. The Contractor shall ensure the CCN CIHS Network is always composed of a comprehensive network of practitioners to deliver the services identified in Section 4.2, “CCN Complementary and Integrative Healthcare Services,” and meet the minimum network adequacy standards set forth in Tables 1 and 2.

Table 3. Reserved.

Table 4. Reserved.

Any exceptions from these minimum standards shall be requested in writing in the form of a Waiver Request by the Contractor and submitted to the COR. Written Waiver Requests will be reviewed by the COR, and a determination will be provided by the Contracting Officer. The Contractor shall include the CCN CIHS network adequacy in the Network Adequacy Plan that specifies the Contractor's specific processes and requirements for identifying and contracting with CCN CIHS Network practitioners to participate in the CCN CIHS Network in accordance with the applicable requirements set forth in this contract. The Network Adequacy Plan shall identify each CCN CIHS Network practitioner type and the corresponding policies, regulations, licensure and certification requirements that will be used to define a CCN CIHS Network practitioner's scope of practice and determine whether to include a CCN CIHS Network practitioner in the CCN CIHS Network. The Contractor shall confirm that CCN CIHS practitioners are credentialed in accordance with requirements set forth by national certifying boards or State certification and/or licensure.

3.2.3 Telemedicine

The Contractor shall provide telemedicine services and consultations for Neuropsychology and Rheumatology. The telemedicine solution shall be compliant with HIPAA (Health Insurance Portability and Accountability Act) and will only share Veteran information with selected member physicians. The telemedicine providers shall be licensed in the State of Alaska and provide treatment, diagnose symptoms, and electronically send prescriptions. The telemedicine solution shall comply with all federal and AK State laws and regulations. The telemedicine solution shall address the unique internet connectivity, broadband access, and geographic challenges of AK.

The Contractor shall develop a Telemedicine Solution Plan outlining their plan to provide Neuropsychology and Rheumatology telemedicine services and consultations. Note: Neuropsychology and Rheumatology services that are not appropriate for telemedicine (e.g. Neuropsychology testing) shall be provided as part of CCN in traditional modalities. The plan shall outline the modalities planned, the Veteran's experience (how the Veteran will interact with the CCN Provider), the necessary training, and all implementation details.

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

A. Telemedicine Solution Plan

3.3 Out-of-Network Providers

The Contractor shall instruct out-of-network providers to submit healthcare claims directly to VA, following VA claims submission procedures unless the out-of-network provider is providing ancillary service on an approved referral. Notifications to out-of-network providers shall include a reminder to have them submit supporting medical documentation with claims submission.

3.4 Identification of High-Performing Providers

The Contractor will assist VA with the development of CCN Healthcare Services Network Quality and Performance Criteria during implementation. Attachment G, "CCN Healthcare Services Network Quality and Performance Criteria Template" references quality and

performance metrics VA has prioritized; however, the thresholds and additional metrics will be determined during implementation based on the Contractors industry best practice and through further metric analysis by VA.

The Contractor shall provide CCN providers with the Quality and Performance Criteria agreed to by VA in accordance with the Schedule of Deliverables. For purposes of identifying and designating a CCN provider as described in this section, the Contractor may provide additional internal provider performance data along with publicly available performance data that are applicable to that provider. The Contractor shall monitor and review the performance of CCN providers and take corrective action when necessary.

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

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

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

3.4.1 Institutional Providers

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

3.4.2 Group Practice Providers

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

3.4.3 Individual Providers

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

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

3.5 CCN Region

For the purposes of this contract, the CCN Region 5 is:

Table 5. VA CCN Region

CCN Region 5
Alaska

3.6 Network Adequacy Management

The Contractor shall detail the approach for creating and maintaining an adequate CCN in a Network Adequacy Plan. The Contractor shall address all access standards identified in PWS Sections 3.1 and 15.0 within their network adequacy plan. The Contractor shall ensure the CCN is always customized for CCN Region 5 per Attachment A, “VA Medical Center Catchment Area by CCN Region”. The Contractor shall obtain approval of the Network Adequacy Plan from VA in accordance with the Schedule of Deliverables.

Network Adequacy shall be monitored and assessed at local levels for each category of care. Aggregated together, local Network Adequacy shall support the overall CCN Region 5 Access Standards defined in PWS Section 3.1 exclusive of any specifically approved waivers.

The Contractor shall monitor CCN performance for the initial appointment in an Episode of Care against the network adequacy standards set forth in PWS Section 3.6, “Network Adequacy Management”. The Contractor shall provide Network Adequacy Performance Reports in accordance with the Schedule of Deliverables. The Contractor shall record performance, including any performance deficiencies, and submit the performance record as part of a Network Adequacy Performance Report to VA utilizing DAS (see Attachment U, “Data Specification” (tab 1-Network Adequacy Geo Access 2018), see section 18.4). Network adequacy performance is measured independently for Urban, Rural, and Highly Rural Locations. The Network Adequacy Performance Reports shall include the following elements for the CCN Healthcare Services Network, CCN CIHS Network, dental, and pharmacy: (i) average Drive Time, calculated per claim received and calculated using a geo-mapping utility approved by VA based on the distance between Veteran address and the rendering provider’s physical address which factor in allocations for traffic conditions; (ii) average Appointment Availability to evaluate wait times, calculated using the date the referral is sent to CCN provider from VA and actual appointment date on the first claim associated with that referral; (iii) any further analysis that takes into consideration any rescheduled, cancelled, or missed appointments and/or Veteran or CCN provider complaint data received regarding Drive Time or Appointment Availability standards; (iv) any gaps in network adequacy for average Drive Time and Appointment Availability, categorized by healthcare service category and geographic location to include an Urban, Rural, or Highly Rural Location indicator; (v) documentation of rescheduled, cancelled, or missed appointments; and (vi) percentage of available Urgent Care clinics, POS codes 17 and 20 (and any POS code 11 locations submitted as Urgent Care locations), within Region 5. The Contractor shall develop and submit to VA a Network Adequacy CAP for Contractor resolution of any performance deficiencies identified by the Contractor or VA in accordance with the Schedule of Deliverables. The Contractor’s Network Adequacy CAPs shall include the reason(s) for the performance deficiency and timeline for the Contractor to correct the deficiency. The Contractor’s Network Adequacy CAP is to be submitted using DAS, and in accordance with the Schedule of Deliverables.

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

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

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

3.7 Credentialing

3.7.1 Credentialing Requirements

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

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

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

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

VA will recognize and accept the credentials and qualification of VA current Third-Party Administrator's Patient Centered Community Care (PC3) providers to allow for a seamless transition between contracts up to nine (9) months from contract award, at which point the Contractor shall have completed its independent credentialing.

VA does not accept provider credentials if their license expires, they are identified on the List of Excluded Individuals and Entities (LEIE), or if they are on VA provided list for excluded

providers. It is at the Contractor's discretion to determine whether an interim credentialing enables it to remain in compliance with its network credentialing requirements. The Contractor shall ensure that its network complies with the network credentialing requirements at all times.

THPs provide significant healthcare to Veterans in AK, especially in the highly rural, lower population density areas. The THPs have established accreditation and credentialing standards established by the Indian Health Service (IHS) which are acceptable within the scope of this contract for CCN participation and Veteran care. The Contractor is encouraged to include providers employed by THPs.

VA will send a list of providers who are eligible for interim credentialing, and the process for notifying VA of utilizing this clause will be determined during implementation.

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

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

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

The Contractor shall ensure that all inpatient facilities maintain Joint Commission accreditation or another equivalent accrediting body (if an equivalent accrediting body is offered, VA will make the final determination if the equivalent accreditation is acceptable). The Contractor shall ensure that rehabilitation facilities maintain accreditation

with Commission on Accreditation of Rehabilitation Facilities (CARF), at a minimum. Rehabilitation facilities who maintain a Joint Commission accreditation are not required to maintain a CARF accreditation as well.

Pursuant to 25 U.S.C. § 1647a, Indian health program facilities shall satisfy only those generally applicable State or other requirements for participation as a provider of healthcare services. The THPs and its providers may not be subject to licensure by the State of Alaska as provided for in 25 U.S.C. §§ 1621d(a)(1)(A), 1621t, and 1647a(2) or other applicable State or Federal law. THPs Inpatient facilities shall be accredited by The Joint Commission or another equivalent accrediting body.

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

Pursuant to 25 U.S.C. § 1647a, THP's CIHS practitioners shall satisfy only those generally applicable State or other requirements for participation as a provider of healthcare services. The THPs and its providers may not be subject to licensure by the State of Alaska as provided for in 25 U.S.C. §§ 1621d(a)(1)(A), 1621t, and 1647a(2) or other applicable State or Federal law.

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

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

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

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

The Contractor shall provide an annual attestation, in accordance with the Schedule of Deliverables, certifying that all accreditation, certification, credentialing, privileging/competency measures, delegation of credentialing agreements and licensing requirements required under this contract are met for CCN providers performing services under this contract.

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

A. Documentation of Accreditation/Annual Attestation

4.0 CCN HEALTH BENEFIT PACKAGE

4.1 CCN Healthcare Services

The Contractor shall include CCN Healthcare Services as described in 38 Code of Federal Regulations (C.F.R.) § 17.38 as part of the services provided under this contract.

Table 6 includes some of the benefits covered, but it is not intended to provide an exhaustive list of all the benefits codified in 38 C.F.R. § 17.38 or as codified in any successor regulation. For the complete definition of benefits refer to 38 C.F.R. § 17.38.

Table 6. Benefits Covered

Health Benefit	Coverage
Basic Medical Benefits Package, includes:	All Eligible Veterans

<ul style="list-style-type: none"> • Comprehensive Rehabilitative Services • Hospital Services • Ancillary Services • Behavioral Health (to include professional counseling) • Residential Care • Home Healthcare (Skilled and Unskilled) • Hospice/Palliative Care/Respite • Geriatrics (Noninstitutionalized extended care services, including but not limited to non-institutional geriatric evaluation, non-institutional adult day healthcare, and non-institutional respite care) • Outpatient Diagnostic and Treatment Services (including laboratory services) • Inpatient Diagnostic and Treatment Services • Long Term Acute Care • Acupuncture • Maternity and Women's Health • Telehealth • Chronic Dialysis Treatment Infertility, work-up, counseling, and treatment • Flu Shots • Therapeutic Vaccines 	
Skilled Nursing Facility Care	Limitation of rehab services not to exceed 100 days per calendar year
Pharmacy	All Eligible Veterans; Contractor shall provide pharmacy services only for urgent and emergent prescriptions
Dental	Requires special eligibility (see Section 17.0, "Dental")
Emergent Care	Under certain conditions pursuant to 38 C.F.R. §17.4020
DME, Medical Devices, Orthotic, and Prosthetic Items	Contractor shall provide DME, Medical Devices, Orthotic, and Prosthetic Items for only urgent and emergent prescriptions for Eligible Veterans or otherwise specified in Section 16.0
Reconstructive Surgery	Under certain conditions pursuant to 38 C.F.R. § 17.38
Immunizations	Under certain conditions pursuant to 38 C.F.R. § 17.38
Implants	When provided as part of an authorized surgical or medical procedure

In Vitro Fertilization (IVF)	Under certain conditions pursuant to 38 C.F.R. § 17.380
Urgent Care	Under certain conditions pursuant to C.F.R. 1725A(h)

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

4.1.1 CCN Healthcare Service Exceptions

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

1. Beneficiary travel
2. Medical and rehabilitative evaluation for artificial limbs and specialized devices such as adaptive sports and recreational equipment
3. Nursing home care including state Veterans' Home per diem
4. Home deliveries
5. Ambulance services (ambulance services shall be referred directly to VA for payment consideration)
6. Yoga and services included on CIH Directive List 2 (Healing Touch, Acupressure, Alexander Technique, Reflexology, Reiki, Therapeutic Touch, Emotional Freedom Technique, Animal Assisted Therapy (falls under Recreation Therapy), Aroma Therapy, Biofield Therapies, Rolfing, Somatic Experiencing, and Zero Balancing)
7. Eyeglasses

4.2 CCN Complementary and Integrative Healthcare Services

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

Table 7. VA National Clinic List Codes

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

TAIC	Tai Chi	
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4.3 Excluded CCN Healthcare Services

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

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

4.4 CCN Assisted Reproductive Technology Services

- A. The Contractor shall include Assisted Reproductive Technology (ART) services, including In-Vitro Fertilization (IVF), for eligible, Service-Connected Veterans and their legal spouse whom VA determines (consistent with applicable law and VA clinical guidelines) have a service-connected (SC) condition that results in their inability to procreate without the use of fertility treatment. The ART services shall meet the minimum network adequacy standards set forth in Tables 1 and 2 in PWS Section 3.1. Fertility services may include the following:
 1. Stimulation of ovulation
 2. Monitoring of ovulation stimulation
 3. Oocyte retrieval
 4. Laboratory studies
 5. Embryo assessment and transfer
 6. Luteal phase support
 7. Embryo cryopreservation
 8. Cryopreservation of sperm, oocytes if medically indicated
- B. Mechanically Assisted Fertilization (MAF) may be performed as part of an IVF procedure. Such procedures include Zona "drilling" or (PZD) where the zona pellucida of the oocyte is mechanically interrupted in order to assist sperm entry, and intracytoplasmic sperm injection (ICSI).
- C. Microscopic Epididymal Sperm Aspiration (MESA), percutaneous epididymal sperm aspiration (PESA), testicular sperm aspiration (TESA) or testicular sperm extraction (TESE) may also be used in conjunction with IVF.
- D. Cryopreservation:
 1. VA does not have an ownership, interest in, or custody of, cryopreserved sperm, oocytes, or embryos and is not an interested party in disputes or decisions related to disposition of excess sperm, oocytes, or embryos.
 2. VA will pay the costs of cryopreservation and storage of sperm, oocytes, or embryos indefinitely until any of the circumstances described below occurs:
 - a. Upon the death of the Veteran;

- b. Ownership of the cryopreserved sperm, oocytes, or embryos is transferred to a third party; or
 - c. The Veteran is responsible for arranging physical transportation of cryopreserved sperm, oocytes, or embryos, but not storage fees, should the Veteran decide to use them in the future.
- E. Pharmacy Prescriptions:
 - 1. VA pharmacies will provide prescription fulfillment services for eligible Veterans and their legal spouses that are written by VA-authorized specialty providers in accordance with VHA Handbook 1108.05.
 - 2. When VA prescription fulfillment services are not available at the time they are needed, arrangements will be made for prescription services utilizing a non-VA pharmacy in the community. In these instances, the Veteran shall not incur additional expense. Prescribers will collaborate with VA medical facility Care in the Community Services staff to ensure these arrangements are made on an individual basis, after careful determination of the type and recurring nature of the prescription.
 - 3. Prescriptions from VA-authorized providers (including community care providers providing services under a non-VA care authorization) do not have to be re-written. They can be filled under the authorized non-VA provider's name.
- F. Ancillary services are required for the IVF procedure and are covered services under this contract.
- G. Any additional medical and/or surgical treatments directly related to optimization of treatment outcomes (e.g. salpingectomy of severely damaged fallopian tubes prior to IVF, normalization of the uterine cavity prior to embryo transfer, etc.) or complications resulting from covered treatments are covered services under this contract.
- H. Limits and exclusions on services:
 - 1. See Table 7 for maximum In-Vitro Fertilization (IVF) attempts and completed Cycles.
 - 2. The non-Veteran spouse receiving ART services, including IVF, will not be provided treatment for the resulting pregnancy.
 - 3. Evaluation and procedures required for follow-up and management of complications will be provided for up to 10 weeks post egg retrieval (up to 10 weeks gestation).
 - 4. VA has provided data that reflects the total number of authorizations and unique Veterans for the ART-IVF Category of Care for FY18 in Attachment AO "ART Codes by SEOC" and Attachment AM, "ART-IVF Standard Episodes of Care".
- I. Providers: Requirements for providers already covered under this contract remain in effect (such as Physicians, Advanced Practice Nurses, Physician Assistants, lab staff, etc.). Reproductive Endocrinologist and Infertility (REI) providers are an allowable subspecialty. REI's are Medical Physicians with advanced training in the science of fertility and its evaluation and treatment and should be credentialed as such.
- J. Billing Rates: CLIN X020, Assisted Reproductive Technology (ART) Services, is to be used for all healthcare and providers associated with the IVF VA authorization type.

Table 8. In-Vitro Fertilization (IVF) Attempt and Completed Cycle.

IVF Attempt	IVF Cycle
Embryo transfer does not occur.	Embryo/blastocyst is transferred into the uterus.
a. It counts as an attempt if: (1) An egg is retrieved from an ovary, <i>but no embryo is transferred or frozen</i>	a. It counts as a cycle if: (1) The Veteran/spouse does not become pregnant <i>after an embryo transfer</i>

<p>(2) If the embryo(s) is/are cryopreserved <i>it would not be an attempt. It would be a completed cycle when the embryo is transferred</i></p> <p>(3) No eggs are retrieved</p> <p>(4) No embryos are viable</p>	<p>(2) The pregnancy results in a spontaneous abortion (miscarriage), tubal pregnancy or stillbirth</p> <p>(3) The embryo that is transferred is fresh or frozen</p>
VA will cover 6 attempts over the lifetime of the Veteran.	VA will cover 3 complete cycles over the lifetime of the Veteran.

Table 9. Reserved

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

Table 10. Reserved

5.0 ELIGIBILITY

The Contractor is not responsible for eligibility determinations except for seasonal flu vaccinations (see PWS Section 15.3) and Urgent Care (see PWS Section 7.5.1.). The Contractor may apply demographic and administrative data in its administration of benefits (e.g. flu shots). See section 18.5. "Veteran Demographic and Administrative Data."

6.0 CUSTOMER SERVICE

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

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

6.1 Contractor VA Support Call Center Functions

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

The Contractor VA Support Call Center shall include, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging. The call center shall operate from 8AM to 6PM, Monday through Friday, excluding Federal holidays, in all the local time zones within Region 5.

The Contractor shall provide an escalation process for VA Community Care Contact Centers to facilitate prompt resolution of customer service issues. The Contractor shall provide VA Community Care Contact Center employees access to appropriate staff who can resolve Veteran or CCN provider issues that cannot be resolved without its support. This occurrence is considered an escalation of an issue. The Contractor shall provide VA a unique toll-free phone number, different from the toll-free line listed above, that connects directly to a Contractor representative bypassing any Interactive Voice Response (IVR), queue, or routing, so that VA Community Care Contact Center can Warm Transfer VA staff assisting a Veteran or a CCN provider immediately to the appropriate Contractor customer service representative. VA Community Care Contact Center staff will address Adverse Credit Reporting (ACR) for CCN Region 5.

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

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

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

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

- A. VA Support Call Center Training Documents and Response Scripts

6.2 CCN Provider Call Center Function

The Contractor shall establish and maintain a CCN Provider Call Center that includes, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging, and operates from 8AM to 6PM Monday through Friday, excluding Federal holidays, in the local time zones for all of Region 5, to respond to online and telephonic inquiries from CCN providers related to the following categories:

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

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

The Contractor shall provide access to customer service via Electronic Messaging. Telephonic and electronic message inquiries shall be addressed in a timely, accurate, and

consistent manner. Telephonic and electronic message services shall be fully accessible to callers including support for hearing-impaired and Spanish speaking persons.

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

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

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

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

- A. CCN Provider Call Center Training Documents and Response Scripts

6.3 Reserved

6.4 Contractor Customer Service Technology

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

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

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

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

6.5 Veteran Complaints and Grievances and Customer Service Procedure

6.6

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

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

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

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

A. CCN Veteran Complaints and Grievances Process

6.7 Congressional and VA Inquiries

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

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

6.8 CCN Provider Satisfaction Surveys

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

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

A. CCN Provider Satisfaction Survey Results

6.9 Call Center Operations and Customer Service Technology Performance Requirements and Metrics

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

Table 11. Customer Service Capabilities

Customer Service Capabilities	
Metric	Performance Rate
Blockage Rate	Less than 5%
Call Abandonment Rates	5% or less
Average Speed of Answer	Thirty (30) Seconds or less
First Call Resolution	85% or higher
Average Call Hold Time	45 seconds or less

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

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

9. Customer Service Technology Availability Statistics

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

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

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

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

7.0 REFERRALS

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

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

The Contractor shall reimburse out-of-network providers who provide ancillary care performed within the CCN approved referral associated with the SEOC. The Contractor shall reimburse these ancillary providers in accordance with the description in the schedule of services CLIN XY07. When reimbursing these ancillary providers, the Contractor shall follow all the requirements outlined in PWS Section 12.0. The Contractor shall ensure that any

ancillary providers providing services under a VA Referral shall not submit any balance of any charges to the Veteran.

The CCN Contractor shall instruct out-of-network providers who submit non CCN Approved Referral claims to the CCN Contractor to submit healthcare claims directly to VA following VA claims submission procedures. Notifications to out-of-network providers shall always include a reminder to submit supporting medical documentation with claims submission. Veterans may be referred for ART & IVF services. The Approved Referrals may include SEOC for both the Veteran and the Collateral of Veteran.

Eligible Veterans are authorized for Urgent Care.

The Contractor shall follow the procedures outlined in Tables 12 and 13 when directing Veteran or CCN provider Referral Requests that it receives for referrals, including Emergent Care, to VA for appropriate disposition.

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

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

7.1 Notification of Emergent Health Care

This contract includes the provision of Emergent Care and hospital admission due to Emergent Care furnished to any Veteran enrolled in the Veteran Health Administration (VHA) Health Care System or otherwise entitled for VHA medical benefits as required under Title 38, C.F.R. Section 17.37, who presents to an in-network emergency facility seeking Emergent Care. The Contractor shall educate its emergency care providers to notify VA within 72 hours of the Veteran's self-presenting to an in-network emergency department or CCN provider. The Contractor shall notify VA within seven (7) calendar days of admitting a Veteran to a hospital for routine care, treatment, or procedure, within the course of the SEOC. The notification can be via secure email, secure fax or EDI. If a Veteran was sent to a CCN provider for emergency care by VA, VA may issue a delayed Approved Referral to the CCN provider and the Contractor within two (2) business days when it is not feasible for VA to issue an Approved Referral at the time of sending the Veteran for an emergency department care due to the nature of the care needed.

VA Staff will determine the eligibility criteria and determine the authority in which VA will pay if the Veteran is eligible. If the Veteran is eligible, when VA can pre-approve the patients care using existing authority, the Contractor and CCN provider will be issued an Approved Referral.

The Contractor shall instruct providers to notify VA through direct messaging, secure email, secure fax, telephone, or preferably and once available, EDI 278. All notifications of admissions shall include hospital name and location, admitting provider's NPI, admitting diagnosis, date of admission, and any services delivered to the extent that this information is available to the in-network provider.

7.2 Referrals from VA to CCN Provider

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

Table 12. Referral Process and Actions

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

**Note: Capability under development but slated for readiness upon contract award*
 VA will provide the referral number for all services requiring a referral. VA will approve or deny all Referral Requests further described in Section **Error! Reference source not found.**

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

The Contractor shall adhere to the process represented in **Table 13.** :

Table 13. Process for Transmitting Referrals from a CCN Provider to VA

Step Numb	Action
1	Referring CCN provider creates a Referral Request (including any supporting medical documentation), providing the information requested and any supporting medical documentation.
2	Referring CCN provider sends a Referral Request to VA via Direct Messaging, secure email, secure fax, eHealth Exchange, telephone request, or preferably once available VA's Community Care Provider Portal or EDI 278*.

3	VA receives the Referral Request EDI 278 transaction, Direct Message, eHealth Exchange, secure online file exchange, secure email, secure fax, or telephone request including information requested and any supporting attachments (supporting medical documentation and or eligibility documentation).
4	VA sends the determination (and a referral number if approved) via Direct Messaging, secure email, secure fax, eHealth Exchange, EDI 278*, or VA's Community Care Provider Portal. The Contractor shall receive and adjudicate all claims associated with an Approved Referral made to an in-network provider, regardless of the network status of other providers submitting claims.
5	Referred CCN provider receives determination from VA providing the determination and a referral number, if approved.
6	VA sends a copy of the determination to the Contractor.
7	Services provided by Ancillary Providers are authorized under the Approved Referral if defined in the Standard Episode of Care and should be referred to the Ancillary Provider by the initial CCN provider.
8	The Contractor receives a copy of the determination and stores it for claims adjudication and customer service support.

**Note: Capability under development but slated for readiness upon contract award*

Table 14. Reserved

Table 15. Reserved

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

The Contractor shall inform all CCN providers of the following:

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

7.4 Reserved

7.5 Urgent Care

7.5.1. Eligibility

Veterans are eligible for this benefit if they are enrolled in VA healthcare and have received VA healthcare benefits under Chapter 17 of Title 38 U.S.C.) within 24 months prior to receiving this care.

VA will provide a daily Urgent Care eligibility file to the Contractor containing a "U" code for eligible Veterans produced by the Enrollment System through the DAS system. VA will send a one-time baseline file with all eligible Veterans on a jointly agreed to date. After the initial

baseline file submission, changes to the “U” code will be sent as part of the existing DAS daily file. Prior to the baseline file submission, VA and the Contractor will execute a test file approach. This baseline file will include:

1. Veteran Demographics
2. A “U” code, indicating Urgent Care eligible
3. Priority Group for general copayment questions
4. Associated VAMC for medical record submission

The Contractor shall update their IT systems to receive from VA the “U” code that will identify urgent care eligibility and is responsible for providing eligibility Information to their network of providers. The Contractor shall make this eligibility information available to their network of Retail and Urgent Care locations via a system that operates 24 hours a day and 7 days a week.

1. The Contractor shall ensure that its Urgent Care vendors confirm the Veteran’s eligibility via a Contractor tool prior to rendering the care.
2. The Contractor shall educate the Urgent Care vendor to generate and submit medical documentation to the Veteran’s associated VA facility. VA facilities can be found at <https://www.va.gov/find-locations/>

See Attachment H – “Eligibility Verification and Enrollment Data Exchange for specific file format information.

7.5.2. Covered Services

VA will provide and maintain a list of Preventative Care Clinical Procedure Terminology (CPT) and International Classification of Disease 10 (ICD-10) codes that are not considered Urgent Care and will not be covered. All other Urgent Care services shall be available. See Attachment AQ - Urgent Care Preventive Code Exclusion List for comprehensive list of excluded Urgent Care services. VA’s approved services will stay consistent with the following CMS POS Code descriptions:

1. Walk-in Retail Health Clinics
 - a. CMS POS 17
 - b. Definition: Other than an office, urgent care facility, pharmacy or independent clinic and not described by any other POS code, that is located within a retail operation, and provides, on an ambulatory basis, preventive and primary care services
2. Urgent Care Facility
 - a. CMS POS 20
 - b. Definition: Location, distinct from a hospital emergency room, an office, or a clinic whose purpose is to diagnose and treat illness or injury for unscheduled, ambulatory patients seeking immediate medical attention
3. Urgent Care Services at a Provider office
 - a. CMS POS 11
 - b. Definition: Office location that can provide urgent care services but normally bill with a non-urgent POS code (i.e. a physician’s office with a POS code of 11), the Contractor can request VA approval for these types of locations to be a part of the urgent care network as long as the locations meet the payment criteria.

7.5.3. Claims Processing

The Urgent Care vendor shall submit the healthcare claim to the Contractor after rendering services. The Contractor will ensure the following claim criteria are met before submitting an 837 to VA for reimbursement:

1. Claim is from a Retail or Urgent Care provider in network
2. Claim is for a Veteran with an eligibility U code
3. Claim is for Urgent Care services.
4. Preventive care services are not reimbursed (except for seasonal flu vaccine (see PWS Section 15.3)) A list of excluded Preventative Care services can be found in Attachment AQ - Urgent Care Preventive Code Exclusion List

The Contractor shall submit their claims to VA as indicated in the contract with a unique Contractor-generated Urgent Care approval number.

VA can only reimburse urgent care services if the provider claims meet payment criteria and are billed with a POS 17, 20 and specific Urgent Care Services under POS 11.

The Contractor and Urgent Care vendor are not responsible for copayment determination during the claim's submission process. VA will determine Veteran copayment requirements and bill the Veteran after services are rendered, as needed.

7.5.4. Network

The Contractor will add signed network providers to VA's Provider Profile Management System (PPMS) indicating whether they are a Retail (POS 17) or Urgent Care (POS 20) location. This process of loading PPMS will allow VA community care network locations that offer this benefit to be identified at VA's facility finder: <https://www.va.gov/find-locations/> For locations that are designated as a physician's office with a POS 11, and offer retail or urgent care services, the Contractor shall load as a POS 17 or 20 to accurately reflect in PPMS and VA's Facility Locator tool. The network location shall still meet the payment criteria in PWS section 7.5.3.

The Contractor shall develop signage and encourage network locations to post the signage that clearly indicates it is a VA Urgent Care benefit participating location.

7.5.5. Copayments

Copayments will be managed by VA after services are rendered. The Contractor shall educate Urgent Care vendors on basic copayment information in case Veterans have general questions.

Table 16. Veteran Copayments for Urgent Care

Priority Group	Copayment Amount
1-5	First three visits (per calendar year): \$0 Fourth and greater visits (per calendar year): \$30

6	If related to combat experience, special authority, or exposure: First three visits (per calendar year): \$0 Fourth and greater visits (per calendar year): \$30 If not related to combat experience, special authority, or exposure: \$30 per visit
7-8	\$30 per visit

7.5.6. Education

The Contractor shall provide education to Urgent Care vendors, based upon VA provided material, on the following topics:

1. Overview of new Urgent Care benefit
2. General copayment information
3. How to locate a network location using VA's facility finder: <https://www.va.gov/find-locations/>

8.0 SCHEDULING OF APPOINTMENTS

The Contractor is not responsible for scheduling or rescheduling appointments for Veterans under this contract. The Contractor shall educate its CCN providers that an Approved Referral is required when a Veteran self-schedules an appointment prior to rendering services with the exception of Urgent Care (see PWS Section 7.5), in order to be eligible to receive payment.

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

9.0 MEDICAL DOCUMENTATION

9.1 Medical Documentation Submission Process

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

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

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

The Contractor shall educate the Urgent Care provider to generate and submit medical documentation to the Veteran's associated VA facility within 30 calendar days of the date of service. VA facilities can be found at <https://www.va.gov/find-locations>.

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

A. Medical Documentation Submission Plan

9.2 Medical Documentation Data Elements

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

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

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

9.3 Medical Documentation Submission Timeframes

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

9.4 Medical Documentation Submission Format

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

9.5 Reserved

9.6 Critical Findings

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

9.7 Identification and Documentation of Transplant Candidates

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

9.8 Medical Documentation and Audit

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

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

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

Any reports, information or documentation provided, made available, or learned by either of the parties to this Contract which contain personally identifiable or health information about any Veteran or CCN provider or which contain information about either party's business or operations which is not available to the public, or which contain information which has been designated as proprietary or confidential by either party will be held in the strictest confidence, used solely to perform obligations under this Contract or to administer the CCN Contract, not be disclosed to any other entity or person, and maintained in accordance with the requirements of all applicable laws.

10.0 TRAINING – CONTRACTOR PROCESSES, SYSTEMS, AND INTERFACES

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

10.1 Training Plan

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

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

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

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

A. Training Plan

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

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

1. Contractor VA Support Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
2. CCN Provider Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
3. Contractor systems, systems interfaces, and systems access.
4. CCN providers and CCN CIHS network practitioners shall be informed that it is impermissible to charge Veterans for not keeping a scheduled appointment. Attachment AC – "No Show Choice", has been provided for Contractor reference

regarding the Number of No Shows by Veteran's in Region 5 under the "Choice" contract.

5. Any other areas identified by VA or the Contractor related to services required under this contract.

The Contractor shall provide training at least sixty (60) days prior to the CCN deployment and provide updated training consistent with the implementation of any system changes that impact VA's ability to use the system.

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

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

- A. Annual Training Program Curriculum

10.1.2 Contractor CCN Provider and Contractor Personnel Outreach and Education Program

The Contractor shall develop and implement an initial on-boarding and ongoing outreach and education program for CCN providers and personnel to execute the requirements under this contract. The Contractor's outreach and education program, including specific training, shall be documented in the Training Plan that outlines the methods, schedule, role-specific training requirements, scope of training, and outcome measurements to be provided.

The purpose of this program is to ensure that the CCN providers and Contractor personnel have the information necessary to successfully perform the requirements outlined in this PWS. Subject matter not directly under the Contractor's services will be supplied by VA as indicated below in Sections 10.1.2 and 10.1.2.1. The Contractor's outreach and education program shall include, at a minimum:

1. VA program requirements, policies, and procedures related to the requirements under this contract
2. Veterans' healthcare benefits that are administered through this contract referenced in Section 4.0, "CCN Health Benefit Package"
 - Pharmacy Benefits
 - Dental Eligibility and Benefits
 - DME Benefits
3. Customer Service Process
4. Referral process (including emergency claims and referrals back to VA) (supplied by VA)
5. Claims submission and payment processes
6. Compliance with medical documentation submission requirements set forth in this contract
7. Expected timeframes for processes
8. Escalation procedures for certain operations
9. Resources and points of contact
10. How to keep aware of any program changes
11. Any other areas identified by VA or the Contractor related to services required under this contract

10.1.2.1**Provider Only Training**

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

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

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

1. Network participation requirements (e.g. compliance with VA Opioid Safety Initiative supplied by VA)
2. Making available American Medical Association and VA guidelines for assessing a patient's military experience and duty assignments for all high performing CCN providers (supplied by VA)
3. How to sign up for the Network (Note: If appropriate, separate training may be provided for sign-up procedures versus procedures for working with the Contractor as an existing provider.)

10.1.3 Contractor-Provided VA Staff Training Sessions

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

1. Customer Service (up to 5 trainees)
The Contractor shall provide training to VA staff of its operations for Customer Service Support. The purpose of this training is to inform how to utilize the Contractor's system. The Contractor shall "Train the VA Trainer," who in turn will train VA Customer Service Personnel. The Contractor shall provide job aids, such as a quick reference guide, that provide VA Customer Service Personnel with immediate information. The training delivery method shall be in accordance with VA's approved training plan. The Contractor shall provide follow-on training and counsel for new releases and upgrades to the customer service system.
2. Contractor-Specific Systems Training for designated VA data analytics users (up to 5 trainees)
The Contractor shall provide training on its systems for designated VA data analytic users. The purpose of this training is to educate the data analyst on how to effectively access and interpret contract data for analysis and evaluation of the program. The Contractor shall "Train the VA Trainer," who in turn will train VA data analytics users. The training delivery method shall be in accordance with VA approved training plan. The Contractor shall provide follow-on training and counsel for new releases and upgrades to the Contractor-specific systems.

10.2 Contractor Training Materials

The Contractor shall deliver Training Materials that are compliant with the commercial standard Shareable Content Object Reference Model (SCORM) to VA to facilitate all

required training in accordance with the Schedule of Deliverables. The Contractor shall utilize VA terms in its Training Materials or provide a glossary to allow trainees to understand the meaning of terms. The Contractor shall obtain VA approval of all Training Materials prior to the execution of the Training Sessions referenced in Section 10.1.3, "Contractor-Provided VA Staff Training Sessions."

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

Training Materials may include but are not limited to:

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

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

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

10.3 VA Provided Training

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

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

10.4 Training Programs for Administration of Non-VA Health Care as Required Under the MISSION Act, Section 122

All CCN Contractor staff who work with CCN will be required to complete a general training program on how to administer non-Department healthcare programs. The training will consist of 11 independent eLearning modules.

VA is required to evaluate and report on the effectiveness of the training program at least once a year and submit the findings to Congress. Each training course will include a VA provided pre and post-test. In addition, at the end of each course, Contractor staff will be required to complete a survey that measures learning effectiveness. A cumulative report of the pre/post tests and survey results for each course will be provided to VA. Contractor will provide results of learning effectiveness survey to VA monthly based upon scores for the month.

Timeframe and Reporting"

1. Contractor staff who interact directly with Veterans and Providers will complete required training prior to HCD or 90 days from entering employment with the Contractor. The results of this training will be reported to VA the earlier of 30 calendar days after the completion of testing or as required by annual reporting.
2. All employees are required to take the courses in the General Training Program one time and execute annual retesting. Execution of the training program after the initial round is optional and at the discretion of the Contractor
3. Contractor shall report training results to VA before healthcare delivery and annually NLT the last business day of the period of performance.
 - a) Training results will represent all initial testing and annual retesting completed during the time frame of the last twelve months or from initiation of requirement
 - b) Contractor and VA will mutually develop the reporting format

Table 17. VA CCN Training Program:

Course Title	TMS Number	Contact Hours
An Overview of Community Care	VA 38471	0.5
What's New in Community Care	VA 4507398	0.5
Introduction to Community Care Network	VA 4408372	0.75
Eligibility 101	VA 4504997	0.25
Veterans Care Agreements (VCAs) 101	VA 38480	0.5
Urgent Care 101	VA 4504999	0.5
Urgent Care 201	VA 38475	0.5
Provider Exclusionary Management (PEM)	TBD	0.5
Emergency Care Reimbursement 101	VA 38466	0.5
Standards on Opioid Prescribing Practices	TBD	0.5
Competency Standards	TBD	0.5

Once finalized, the source files for each eLearning course and training effectiveness evaluation survey(s) will be provided by VA to the Contractor in a SCORM format for inclusion on their learning management system (LMS). If the Contractor staff does not complete required training within the 90-day period, the Contractor will be responsible for notifying VA Monthly.

10.5 Opioid Training Requirements Under the MISSION Act, Section 131

The Contractor shall implement the opioid training requirements for non-VA healthcare providers. This is required by Section 131 of the MISSION.

All opioid-prescribing individual providers will be required to self-attest that they meet the following criteria regarding opioid prescribing training:

1. Individual provider possesses a current, active, and unrestricted license in a state that requires (as a condition of licensure) 3 or more hours of opioid prescribing or pain management training every 2 years.

2. Opioid-prescribing individual providers who are unsure if they qualify to provide self-attestation will be able to review the Opioid Safety Initiative training materials developed by VA, in lieu of providing self-attestation. Course completion status will be noted with VA TRAIN system and made available to the Contractor through VA TRAIN reporting and on the Contractor's learning portal, which will leverage VA TRAIN Application Program Interface (API).

All individual opioid-prescribing providers shall self-attest or review the Opioid Safety Initiative within 180 calendar days of the signing of this modification, or upon entering the CCN. If this required training is not completed within the specified timeframe, the provider will not be eligible to receive new authorizations.

VA will contract with VA TRAIN to provide the solution development and implementation elements required for storing training content and recording training completion.

Non-VA providers will utilize a learning platform to access the training. The Contractor will provide a solution for the learning platform to interface with VA TRAIN

(<https://www.train.org/org/vha/welcome>), which will house the educational training. The Contractor will be responsible for uploading providers who have completed the required training into VA's Provider Profile Management System (PPMS) when this capability becomes available by VA and as coordinated with the Contractor.

Compliance will be reflected in their provider profile demonstrated within the PPMS database and reviewed for compliance prior to scheduling. VA will perform an annual audit by pulling files from providers who have provided care while comparing PPMS data and VA TRAIN education completion.

If the provider does not complete required training, the Contractor will be responsible for notifying VA via PPMS updates.

10.6 Military Culture and Key Issues in Providing Care to a Veteran Population Training

The Contractor shall implement the competency standards for CCN providers, in areas where VA has special expertise, to ensure Veterans receive care in the community consistent with care received through VA. This is required by Section 133 of the MISSION Act. Section 133 initially requires VA to create competency standards for post-traumatic stress disorder (PTSD), military sexual trauma-related conditions (MST), and traumatic brain injury (TBI). Additional competency standards for other areas of expertise may be added in the future.

All CCN providers will be required to complete a one (1) hour general training course on military culture, suicide awareness and prevention, key issues in providing care to a Veteran population, trauma-sensitive care principles, mental and physical health diagnoses common in Veterans, and VA resources available to community providers. Course completion status will be noted within VA TRAIN system and made available to the Contractor through VA TRAIN reporting.

VA will assure that all Section 133 training offered to providers will be accredited for one hour by the Accreditation Council for Continuing Medical Education (ACCME) for an appropriate level of physician CME.

All CCN providers will complete required training or self-attest in the in lieu of process within 180 calendar days of the signing of this modification, or upon entering the CCN. If the

training is not completed within 180 calendar days, the provider will not be eligible to receive new authorizations.

In-lieu of Process: Certain providers will be able to self-attest that they have training or experience in lieu of the required general training course. The in lieu of process for general training applies to CCN providers who meet at least 1 of the following criteria:

- The CCN provider has completed 500 hours of VA training (e.g., internship, postdoc, residency, etc.)
- The CCN provider has been employed in VA and/or the Department of Defense (DoD) with total VA/DoD experience of at least 1 year.
- The CCN provider practices as part of an Academic Affiliate or a Center of Excellence.
- Community Care Providers who provided care under other contracts and already have an established patient relationship with a Veteran will be allowed to complete the current course of treatment but will be required to meet the requirements specified herein prior to providing care to new clients.

VA will contract with VA TRAIN to provide the solution development and implementation elements required for storing training content and recording training completion. CCN providers will utilize a learning platform to access the training. The Contractor will provide a solution for the learning platform to interface with VA TRAIN (<https://www.train.org/org/vha/welcome>), which will house the educational training. The Contractor will be responsible for uploading providers who have completed the required training into VA's Provider Profile Management System (PPMS) when this capability becomes available by VA and as coordinated with the Contractor.

Compliance will be reflected in their provider profile demonstrated within the PPMS database and reviewed for compliance prior to scheduling. VA will perform an annual audit by pulling files from providers who have provided care while comparing PPMS data and VA TRAIN education completion.

If the provider does not complete required training, the Contractor will be responsible for notifying VA via PPMS updates.

11.0 RESERVED

12.0 CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED

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

12.1 Claims Processing System Functions

The Contractor shall utilize an existing automated claims processing system to process and adjudicate claims. The Contractor's claims processing system shall determine if a claim is ready for processing by ensuring the claims processing system contains all the standard requirements of all standard EDI transaction types as well as those fields required for VA claims processing. The Contractor shall process claims in accordance with all applicable Federal and State statutes and regulations. The Contractor shall use tables created by VA that outline referral (Standard Episode of Care) parameters (provided during implementation) and shall incorporate those tables in its claims adjudication system. The Contractor's claims processing system shall accept electronic claims in EDI 837P, EDI 837I, and EDI 837D format transactions, as appropriate, and create the EDI 835 remittance transaction. The Contractor shall ensure claims not processed to completion and any associated supporting documentation will be retrievable by Veterans name or Master Veterans Index Internal Control Number (MVI ICN).

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

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

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

12.1.1 Claims Adjudication and Payment Rules

12.1.2

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

1. **Administrative Charges:** The Contractor's claims processing system shall classify as non-covered and deny, any administrative charges imposed by the provider related to completing and submitting the applicable claim form or any other related information.

2. Duplicate claims: The Contractor's claims processing system shall deny, as a duplicate claim, any claim that was previously submitted by a provider for the same service provided to a particular individual on a specified date of service.
3. Benefits: The Contractor's claims processing system shall deny, as not being a covered benefit, any claims submitted for a medical service that is not included as part of the Veteran's medical benefits package. The Contractor shall deny any claim submitted for care that is not within the scope of the referral.
4. Claim Forms: The Contractor shall reject any claims submitted on unapproved claim forms. When an unapproved claim form is submitted, the Contractor shall notify the claimant in writing that in order to be considered for payment the claim shall be submitted on approved claim forms and that any additional information, if required, shall be submitted and received by the Contractor within the timely filing deadline. See Section 12.2, "Paper Claims."
5. Reserved
6. Out-of-Network Providers on an Approved Referral: The Approved Referral is recognized as the authoritative source for routing a referral to the community. Approved Referrals made to the CCN Contractor will be made using information in the provider file which will identify the provider as an in-network provider. Referrals made to an in-network provider may require that provider to obtain ancillary or other services/supplies (within the scope of the referral (PWS 7.3)) from a non-network provider. The Contractor shall receive and adjudicate all claims associated with an Approved Referral made to an in-network provider, regardless of the network status of other providers submitting claims against that referral. Ancillary providers must agree to not submit any balance of any charges to the Veteran.
7. Out-of-Network Providers (excluding those covered in 3.1 (Out-of-network provider on an approved referral): The Contractor shall instruct out-of-network providers to submit healthcare claims directly to VA following VA claims submission procedures.
8. NPI Claims: The Contractor shall use the NPI to process claims from covered entities with the exception of number eight (8) below. The Contractor shall deny claim transactions received that do not include a valid NPI.
9. Non-NPI Claims: The Contractor shall use Tax Identifier Number (TIN) to process claims for providers who are not eligible to receive an NPI. The Contractor shall deny claim transactions received from providers without their TIN.
10. Referrals: The Contractor shall deny, for lack of referral number, any claim for care that does not contain a valid referral. The Contractor shall deny claims for lack of valid referral number if the referral number is missing, incorrect, or inconsistent.
11. Timely Filing Deadline: The Contractor shall deny claims not submitted within one hundred eighty (180) days from the date of service or date of discharge for passing the timely filing deadline.
12. Secondary Payer: The Contractor shall grant additional time to the claims filing deadline requirements for Veterans with Other Health Insurance (OHI) when the provider first submitted the claim to the primary payer, and the adjudication occurred past VA's filing deadline. The Contractor shall ensure claims for services denied by another insurer include the Explanation of Benefits (EOB) or Remittance Advice (RA) statement indicating the dates of service, amount of the claim, and reason(s) for denial. The Contractor shall deny all OHI claims submitted beyond ninety (90) days from the date of the other insurer's adjudication.

13. Co-Pay Calculations: The Contractor shall exclude any co-pay calculations from the claims adjudication rules.
14. Alaska VA Fee Schedules: The Contractor shall use the applicable payment fee schedule provided by VA to determine and apply reimbursable amounts associated with the authority with which the claims are authorized as determined by VA. VA will provide, in the referral, a reference (to a program) that will allow the Contractor to identify the appropriate Alaska VA fee schedule the Contractor shall use to pay claims. VA will provide the Contractor with all current Alaska VA fee schedules.
15. Claim Adjustment: The Contractor's claims processing system shall identify a request for a payment adjustment (positive/negative) to a prior payment for healthcare services by appending the original claim number with a suffix sufficient to identify and document the number and order of adjustment requests received and processed on the original claim. All claim adjustments shall be completed within twelve (12) months from the original payment date.

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

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

A. Claims Processing Data Dictionary

12.2 Paper Claims

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

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

Table 18. Current List of the Fields and Format

		Medicare, Medicaid, Tricare, Civilian Health and Medical Program of
1.	Field 1:	Uniformed Service (CHAMPUS), Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA), Group Health Plan
2.	Field 1a:	Insured's Identification Number
3.	Field 2:	Patient's Name
4.	Field 3:	Patient's Date of Birth and Sex
5.	Field 4:	Insured's Name
6.	Field 5:	Patient's Address
7.	Field 6:	Patient's Relationship to Insured
8.	Field 7:	Insured's Address and Telephone Number with Area Code

9.	Field 8:	Patient Status
10.	Field 9:	Other Insured's Name
11.	Field 9a:	Other Insured's Policy or Group Number
12.	Field 9b:	Other Insured's Date of Birth and Sex
13.	Field 9c:	Employer's Name or School Name
14.	Field 9d:	Insurance Plan Name or Program Name
15.	Field 10a:	Is Patient's Condition is Related to: Employment
16.	Field 10b:	Is Patients Condition Related to: Auto Accident
17.	Field 10c:	Is Patients Condition Related to: Other Accident
18.	Field 10d:	Reserved for Local Use
19.	Field 11:	Insured's Policy Group or Federal Employee Compensation Act
20.	Field 11a:	Insured's Date of Birth and Sex
21.	Field 11b:	Employer's Name or School Name
22.	Field 11c:	Insurance Plan Name or Program Name
23.	Field 11d:	Is There Another Health Benefit Plan
24.	Field 12:	Patient's or Authorized Person's Signature
25.	Field 13:	Insured's or Authorized Person's Signature
26.	Field 14:	Date of Current of Illness
27.	Field 15:	If Patient Has Had Same or Similar Illness Give First Date
28.	Field 16:	Dates Patient Unable to Work in Current Occupation
29.	Field 17:	Name of Referring Provider or Other Source
30.	Field 17a:	Other ID#
31.	Field 17b:	NPI#
32.	Field 18:	Hospitalization Dates Related to Current Services
33.	Field 19:	Reserved for local use
34.	Field 20:	Outside Lab Charges
35.	Field 21:	Diagnosis or Nature of Illness or Injury
36.	Field 22:	Medicaid Resubmission and/or Original Reference Number
37.	Field 23:	Reserved
38.	Field 24A:	Date(s) of Service
39.	Field 24B:	Place of Service
40.	Field 24C:	Emergency (EMG)
41.	Field 24D:	Procedures, Services or Supplies
42.	Field 24E:	Diagnosis Pointer
43.	Field 24F:	Charges
44.	Field 24G:	Days or Units
45.	Field 24H:	Early and Periodic Screening, Diagnostic and Testing/Family
46.	Field 24I:	Identification Qualifier
47.	Field 24J:	Rendering Provider Identification Number
48.	Field 25:	Federal Tax Identification Number
49.	Field 26:	Patients Account No.
50.	Field 27:	Accept Assignment
51.	Field 28:	Total Charge
52.	Field 29:	Amount Paid
53.	Field 30:	Balance Due
54.	Field 31:	Signature of Physician or Supplier Including Degrees or

- 55. Field 32: Service Facility Location Information
- 56. Field 32a: NPI#
- 57. Field 32b: Other ID#
- 58. Field 33: Billing Provider Information and Telephone Number
- 59. Field 33a: NPI#
- 60. Field 33b: Other ID #

12.3 Signature Requirements

12.3.1 Signature on File Procedure

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

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

- A. Signature on File Procedure

12.3.2 Network Provider Signature on Claims

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

12.4 Claims Submission and Processing Timeframes

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

The Contractor shall confirm the actual date of receipt is captured and recorded in the Contractor's system and all required claims aging and inventory controls are applied for all claims. The Contractor shall count the actual date of receipt as day one.

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

12.5 Issuance of EOB

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

1. VHA Directive 1605.1, Privacy and Release of information:
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3233

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

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

12.6 Issuance of Remittance Advice

The Contractor shall provide an 835 RA to all providers via EDI when available. Where providers do not currently use EDI, 835 transactions shall be created, printed, and mailed to providers. Paper RAs will contain all information available on the EDI 835 transaction. The Contractor shall transmit a daily HIPAA-compliant EDI 835 Transaction File of all claims processed that day for VA in accordance with the Schedule of Deliverables. Deliverable: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. EDI 835 Transaction File

12.7 Coordination of Benefits

12.7.1 VA Designation of Primary or Secondary Payer of Healthcare Services

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

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

1. Develop and execute a program to coordinate benefits for CCN healthcare services determined by VA to not be related to a service-connected disability and/or special authority for Veterans with OHI (see 12.7.2). The Contractor shall develop a National Association of Insurance Commissioners Compliant Coordination of Benefits (COB) Plan and submit it to VA in accordance with the Schedule of Deliverables.
2. Obtain a copy of the OHI RA from the CCN provider and submit the OHI RA in addition to healthcare claim reimbursement invoices. This includes cases where there will be no additional payment required as the secondary payer by the Contractor to the CCN provider.
3. Deny any claims when an Eligible Veteran who has OHI is receiving medical care for services that are determined by VA to not be related to a service-connected

disability and/or special authority and the Veteran's OHI is not invoiced by the provider prior to the Contractor invoicing VA. Upon completion of OHI invoicing, the Contractor shall submit, with every healthcare EDI claim to VA, an RA for services determined by VA to not be related to a service-connected disability or special authority care. The healthcare and OHI prior payment information, including payments made by the Veteran, shall be submitted to VA with each claim. This includes all claims that have been satisfied and/or paid in full by the OHI primary insurance. The Contractor shall provide VA the amounts paid by the Veteran at the point of service.

The Contractor shall ensure that Veterans are held harmless and may not be invoiced for any services associated with an Approved Referral, even if the claim is denied. (e.g. where services were denied for failure of a CCN provider to obtain a referral from VA, where the CCN provider fails to meet the OHI Prior Authorization requirements of the OHI and receives a denial, where the CCN provider fails to submit a claim in accordance with the claims Adjudication Rules in Section 12.1.1, and where the CCN provider delivers healthcare services outside of the validity period or outside the scope of the Approved Referral). The Contractor shall identify and correct any situation in which OHI is invoiced by the CCN provider for care provided on an Approved Referral when VA was marked as primary payer. The Contractor shall educate CCN providers on the process for identifying Approved Referrals marked VA primary and VA secondary.

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

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

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

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

A. Coordination of Benefits Plan

12.7.2 Other Health Insurance

Without direct contact to the Veteran, the Contractor shall use available OHI data sources to:

- (i) validate Veteran OHI provided by VA to the Contractor as part of the Approved Referral

when VA is secondary payer; and (ii) update as necessary the Veteran's OHI insurance information.

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

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

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

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

- A. Other Health Insurance (OHI) Verification and Retrieval Plan
- B. OHI Report

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

The Contractor shall receive, process, and adjudicate claims for all services provided pursuant to this contract by CCN providers and practitioners in the CCN Region 5 network.

12.9 Claims Auditing

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

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

Abuse is defined as, and Contractor analytics systems shall apply rules to identify, provider practices that that are inconsistent with sound medical practices, business practices, fiscal practices, and may result in unnecessary costs to VA. Business rules will identify services

provided that were not medically necessary or fail to meet professional standards for healthcare.

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

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

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

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

all four quarters. The report will include suggestions for improvements, implemented corrective action, and roll-up summaries from the quarterly reports.

Financial adjustments needed based on the findings in the Cost Avoidance and Recovery / Recoupment report, both overpayment and underpayment will be made upon acceptance of the report by VA. Audit *ad hoc* reports are responses to a current need for specific information in a specified format to support a VA audit. VA will request any *ad hoc* report by email to the Contractor's POC. The Contractor shall provide *ad hoc* reports, in accordance with the Schedule of Deliverables, three (3) business days after the request. Requests for *ad hoc* reports will not exceed eight (8) per year, and shall be requested by the COR. The Contractor shall detail the approach to implementing and maintaining fraud, waste and abuse (FWA) detection and appropriate prevention in Healthcare, Dental, and Pharmacy payment system in the FWA Plan. The plan shall include the Contractor's approach to identification, review, follow-up, recovery, and other actions it may take when FWA is discovered and validated. The plan will include details for both automated and manual FWA identification and monitoring.

The Contractor shall provide the FWA Plan in accordance with the Schedule of Deliverables. Deliverables: (See Section F, DELIVERIES OR PERFORMANCE, for details.)

- A. Quarterly Cost Avoidance and Recovery/Recoupments Report
- B. Audit *Ad Hoc* Reports
- C. Fraud, Waste and Abuse (FWA) Plan

12.10 Reserved

12.11 Reserved

12.12 Claims Reporting

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

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

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

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

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

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

12.13 Federal Codes and Regulations

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

12.14 Improper Payments Elimination and Recovery Improvement Act

On July 22, 2010, the Improper Payments Elimination and Recovery Act of 2010 [Public Law 111-204, (IPERA)], was signed into law. This legislation, and its predecessors and subsequent amendments (Improper Payments Information Act of 2002 [Public Law 107-300], Improper Payments Elimination and Recovery Improvement Act of 2012 [Public Law 112-248], and Federal Improper Payments Coordination Act of 2015 [Public Law 114-109], collectively referred to as IPERA in this document, requires agencies to review annually all programs and activities, identify those that may be susceptible to significant improper payments, estimate annual improper payments in the susceptible programs and activities, and report the results of its improper payment activities. IPERA also requires agencies to conduct payment recapture audits. The Fraud Reduction and Data Analytics Act (Fraud Act) of 2015 [Public Law 114-186] was approved on June 30, 2016 and requires agencies to improve financial and administrative controls and procedures to assess and mitigate fraud risks, and to improve development and use of data analytics for the purpose of identifying, preventing, and responding to fraud, including improper payments. VA has determined that Community Care is a program susceptible to significant improper payments.

12.14.1 Payment Accuracy

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

12.14.2 Accounting and Access to Records

The Contractor shall maintain an accurate accounting of payments and Standard Episodes of Care and make those documents available to VA or another Federal Partner. VA may use the services of a support Contractor (s) to assist in assessing Contractor compliance with the healthcare invoicing / medical claims processing requirements within the contract. To that end, the support Contractor (s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance. All support Contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting VA in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. The Contractor shall cooperate fully and make available any records as may be required to enable VA to assess Contractor compliance with healthcare invoicing / medical claims processing requirements. The documents shall be provided to the requestor within forty-five (45) calendar days from the date of request.

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

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

A. Quarterly IPERA Audit & Root Cause

12.14.3 Agreed-Upon-Procedures

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

The auditor will conduct an Agreed Upon Procedures review of the complete universe of healthcare service payments, which the Contractor submits to VA for reimbursement (CLINs are TBD) from VA to the Contractor in order to determine the percentage and dollar amount of improper payments (to include payments made subject to fraud) in the program as well as recoveries for overpayments that result in a loss to VA. The review will utilize a statistical sampling plan approved by VA in advance of the review to ensure it complies with Office of Management and Budget (OMB) Circular A-123, Appendix C, "Requirements for Effective Estimation and Remediation of Improper Payments," October 20, 2014. Guidance for the performance of such engagements can be found in Attestation Standards (AT) Section 201 of the American Institute of Certified Public Accountants (AICPA) Professional Standards,

described more fully below. The Contractor shall submit the auditor's Annual Auditing Plan, for approval by VA, that describes the approach for the following year's review in accordance with the Schedule of Deliverables.

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

The review will ensure that the definition of improper payments applied during the review aligns with the definition included in OMB Circular A-123, Appendix C, "Requirements for Effective Estimation and Remediation of Improper Payments," October 20, 2014. The Circular requires the identification of all improper payments to include those that are a loss to VA based on the initial payment without consideration of supplemental adjustments in payment (i.e. the wrong amount was paid or the care was not authorized) as well as those that are administratively incorrect (i.e. documentation is unavailable to fully determine that the invoice should have been paid). If supplemental payments on a claim initially paid in error are identified by the Contractor, the Contractor shall submit a detail report identifying all such adjustments for each such claim in order to request a reduction in the total overpayment amount extrapolated from the audit results. If a claim is selected for audit and the Contractor cannot produce the claim or other pertinent supporting documents or the documents are not auditable, a payment error based on the total unsupported amount will be assessed. The review shall ensure the most current published CMS, VA fee schedule and other applicable contract payment schedules which correspond to the period the services were rendered are utilized when determining if a payment was accurate. The Contractor shall provide evidence that the pricing schedule was obtained from certified sources. During the audit, the auditor will validate the proper configuration of the Contractor's payment system. Any variance in pricing caused by use of different pricing sources by the Contractor and the auditors will be identified and addressed by the Contractor and auditor. If the variance is caused by the differences in payment schedules used but are otherwise correct, then the vendor calculations will be considered accurate. If the variance is caused for some other reason, the vendor calculations will be considered inaccurate. If new guidance is issued or laws/regulations are changed, the Contractor shall ensure the definition is adjusted and applied in accordance with the new guidance/laws/regulations. The Contractor shall provide the independent auditor's Post Audit Findings and Recovery Report in accordance with the Schedule of Deliverables. The report shall be transmitted to VA electronically.

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

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

12.15 Error Determination Rebuttals

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

12.15.1 Additional Reviews

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

12.15.2 Recoveries

The results of errors resulting in a loss to VA of the Agreed Upon Procedures review will be extrapolated across all the medical claims submitted during the procedures period that meet the same identified error, e.g. category of care, to determine the total overpayment of the medical claims population sampled. The Contractor shall complete the extrapolation of the samples within fourteen (14) days of the completion of Agreed Upon Procedures. The Contractor shall then identify all invoices subject to those errors to identify all overpayments within sixty (60) days of the completion of Agreed Upon Procedures (after the error determination rebuttal period). The Contractor shall provide VA a complete listing of all invoices requiring adjustment in order to ensure all errors have been identified and corrected at the end of the sixty (60) day period in order to ensure that VA receives a credit for all overpayments. Audits resulting in the identification of overpayments to the Contractor requiring recovery will be provided to VA in the Overpayments Electronic File in a structure to allow VA to identify the specific error that resulted in the overpayment, (e.g., coding error, pricing error, improper bundling, eligibility error) and the corresponding individual claim number(s) that resulted in the overpayment that were identified as included in the extrapolation and overpayment calculation.

Payments made by the government to the Contractor for less than the negotiated contract rate based on the Contractor invoice that are found in the review are not used to offset overpayment adjustments as underpayments (see "Payment Accuracy"). In addition to the Contractor identifying to VA the projection of improper overpayments resulting in a loss to the government, the Contractor shall complete a review of all payments within the universe of healthcare service payments which the Contractor submits to VA for reimbursement (CLIN are TBD) that align with root causes improper payments identified in the attestation engagement within three (3) months of all payments made to identify improper payments and ensure root causes are corrected. If the full review identifies additional improper

payments, the Contractor shall adjust each claim subject to the identified error and submit as a corrected invoice.

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

A. Overpayments Electronic File

12.16 Reduction of improper payment performance goals

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

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

13.0 VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS

13.1 Veteran Appeals

In the event that the Contractor denies a claim and the Veteran has a financial liability (e.g., denied emergency service claims) for that denied claim, the Contractor shall provide a notice of the denial to the Veteran with a description of the Veteran's right to appeal such denial to VA. The Contractor shall include "VA Form 10-0998"

(<https://www.va.gov/vaforms/medical/pdf/10-0998.pdf>) with the notice of denial to the Veteran.

13.2 Practitioner and Provider Reconsiderations

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

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

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

A. Provider Claim Denial Reconsideration Process

14.0 CLINICAL QUALITY AND PATIENT SAFETY MONITORING

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

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

14.1 Clinical Quality Monitoring Plan (CQMP)

The Contractor shall develop and submit a written Clinical Quality Monitoring Plan (CQMP) to VA in addition to documentation of national accreditation status (see Section 2.6,

“Accreditation”) for certain elements of the CQMP not covered by accreditation status. The CQMP shall include but not be limited to the following:

1. A description of the quality monitoring activities for patient safety, clinical quality assurance, clinical quality improvement, and clinical quality peer review
2. A detailed description of the purpose, methods, proposed goals, and objectives designed to ensure the highest quality of clinical care under this contract
3. A description of the process to educate providers regarding VHA clinical practice guidelines
4. A description of the process to work with the VHA Office of Community Care (OCC) to align clinical quality monitoring and patient safety activities
5. A description of a committee/committee structure and its activities that provides executive oversight of quality and patient safety monitoring and improvement for Veteran's Care
6. Identification of authorized Quality and Patient Safety representatives to be available to participate in established VHA VISN Quality and Patient Safety Meetings
7. A description of the process to ensure that supplied performance results are accurate, complete, and reliable
8. A description of the process to comply with Federal, State, and local privacy regulations during the reporting, review and/or investigation of records related to quality and patient safety reporting
9. The Contractor will conduct a minimum of three (3) Quality and Patient Safety Improvement Initiatives per year. The initiatives will be mutually agreed upon between Contractor and VA. The Contractor's CQMP shall include a written description of the three (3) quality and patient safety improvement initiatives and their expected results/impact. The Contractor shall evaluate and update the quality and patient safety improvement initiatives at least annually.
10. The Contractor's CQMP shall include a Clinical Quality and Patient Safety Improvement Program (CQPSIP) component
11. Provide documentation for how Clinical Quality Peer Reviews will be conducted including committee structure and membership, oversight, scoring, and reporting of findings. The Contractor shall describe the clinical quality peer review committee's composition, qualifications, and quorum of voting members to conduct clinical quality peer review, and frequency of the meetings. The Contractor shall detail the framework of review, analysis, education presentations, and oversight used to ensure responsible quality improvement participation by network physicians and affiliated practitioners.
12. Provide documentation for how the Contractor allows VA staff, as mutually agreed upon between Contractor and VA, to actively participate as non-voting members on the Contractor's CQPSIP committees, clinical quality management committees, patient safety committees, clinical quality peer review committees, and credentialing committees for the CCN Region covered under this contract. The Contractor shall include how reports from automated data sources, focused studies, and other elements are used in the practitioner evaluation step of the credentialing and privilege process.

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

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

A. Clinical Quality Monitoring Plan

14.1.1 Reserved

14.1.2 Clinical Quality and Patient Safety Improvement Component of the CQMP

The Contractor's CQMP shall include a Clinical Quality and Patient Safety Improvement Program component, defined as a set of related activities designed to achieve measurable improvement in processes and outcomes of clinical care. The Contractor's CQPSIP component shall be designed to achieve improvements: (i) through activities that target healthcare providers, practitioners, plans, and Veterans; (ii) by addressing administrative processes, Veteran health, error reduction and safety improvement, Veteran functional status, Veteran and provider satisfaction, and program-related issues; and (iii) for Veterans who are high-risk or high-volume users of services. The Contractor's CQPSIP component shall be structured with appropriate elements, including clearly defined sample sizes and inclusion and exclusion criteria, and developed using relevant and rigorous scientific methodology. The data is to be transmitted to VA utilizing DAS.

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

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

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

14.2 Clinical Quality and Patient Safety Issues Identification

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

The Contractor shall apply appropriate medical judgment, evidence-based medicine, and best medical practices when identifying, evaluating, and reporting on all PQI, PSI, IQI, and ISI. The Contractor shall process to completion ninety-five (95) percent of all PQI, PSI, IQI, and ISI within ninety (90) days from date of identification. The Contractor may extend the remaining five (5) percent of PQI, PSI, IQI, and ISI to be completed within one hundred eighty (180) days of identification to address issues that require a longer timeframe. For

patient safety events requiring an investigative analysis or quality improvement initiative, the analysis shall be completed within forty-five (45) days of identification and associated corrective actions shall be implemented within ninety (90) days for ninety-five (95) percent of all PQI, PSI, IQI, and ISI. The Contractor shall prepare a Quarterly Clinical Quality and Patient Safety Issues Report (see Attachment U, "Data Specification" (tab 12-Clinical Quality 062018) for VA with aggregated PQI, PSI, IQI, ISI, VHA provider complaints, and Veteran complaints data, (See Section 6.1, "Contractor VA Support Call Center Functions") which shall be submitted in accordance with the Schedule of Deliverables.

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

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

A. Quarterly Clinical Quality and Patient Safety Issues Report

15.0 PHARMACY

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

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

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

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

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

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

15.1 Urgent/Emergent Prescriptions

The Contractor shall establish a retail pharmacy network to fill urgent/emergent prescriptions received from CCN providers and VA providers for prescription fulfillment. An urgent/emergent prescription is available for a maximum fourteen (14) day supply of medication without refills (or shorter supply of opioid medication if required by State law). The Contractor shall have retail pharmacies covering all geographic areas of the CCN Region and meet the adequacy standards described in Section 15.2, "Urgent/Emergent Prescription Network Adequacy." Attachment AB – "Pharmacy 14 Day Fills", is provided for Contractor reference to historical pharmacy data.

The Contractor's retail pharmacies shall follow established clinical protocol for registration of new patients to determine a Veteran's allergy and previous drug history. The Contractor shall establish procedures that include instructions for prescribing a maximum fourteen (14) day supply of medication without refills (or shorter supply of opioid medication if required by State law), when it is determined medically appropriate by the CCN provider or VA provider and associated with an Approved Referral. The Contractor's procedures shall instruct the Veteran to go to a local pharmacy in the retail pharmacy network established by the Contractor's PBM. Retail pharmacy network prescriptions that are not dispensed shall be reversed seven (7) days after the date they were filled. The Contractor shall provide to its PBM all applicable Veteran eligibility information and network prescribing provider information to facilitate Veterans' receipt of their urgent/emergent prescriptions through the participating retail pharmacies. The retail pharmacies shall provide Veterans the same quality of services provided to beneficiaries of other commercial clients, to the extent allowed by federal regulation and this contract. The Contractor shall ensure that all pharmacy documents, and the receipt of the medication by the Veteran or the individual authorized by the Veteran, are in accordance with all applicable Federal and State laws. The Contractor shall ensure that network pharmacies have procedures to reasonably assess the validity of prescriptions ordered by fax, telephone, and e-prescribing.

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

processed and will be returned to the prescribing provider to resubmit to the authorizing VA Facility's pharmacy for processing once completed.

The Contractor shall require its CCN providers to check with its State's prescription monitoring program for any controlled substance utilization prior to writing any controlled substance prescription for a Veteran to ensure appropriate opioid/controlled substance use. To meet the requirement of the MISSION Act's intent of safe opioid prescribing, the Contractor will be required to provide a list of opioid/controlled substances prescribed in re-occurring intervals. Format, fields, delivery timing and point of contact at VA will be established during implementation meetings.

The Contractor shall instruct and mandate its CCN providers to use VA Urgent Emergent National Formulary (subject to routine updates) (<https://www.pbm.va.gov/PBM/NationalFormulary.asp>). When CCN or VA providers are unable to comply with VA's Urgent/Emergent Formulary, the Contractor shall ensure that its PBM communicates to the retail pharmacy the applicable Urgent/Emergent National Formulary alternatives. If a medication from VA's Urgent/Emergent National Formulary is not acceptable, the Contractor shall next offer an alternative from VA's National Formulary. The Contractor shall develop a Prior Authorization process that conforms with VA's non-formulary request process, referenced in VHA Handbook 1108.08, "VHA Formulary Management Process" (http://www.va.gov/VHAPublications/ViewPublication.asp?pub_ID=3291). The Contractor shall perform clinical reviews for all Prior Authorization, non-formulary medications, recommending formulary alternatives that are in compliance with the posted Criteria for Use (CFU) on VA PBM website. When a CFU is not available, the Contractor shall utilize a generic Prior Authorization template that requires strict adherence to only FDA approved indications. The Network PBM will develop and utilize Prior Authorization (PA) process for non-formulary medications to include unlabeled uses and for other clinical exceptions and continuation of therapy. All PAs will be reported in the Monthly Electronic Prior Authorization Report with the entry for "Justification" being "Non-Formulary for Urgent/Emergent Need as Determined by Network PBM for Unlabeled Use or Other Clinical Exception."

No prescriptions for topical compounded products are considered urgent/emergent. The Contractor shall submit a Monthly Electronic Prior Authorization Report in accordance with the Schedule of Deliverables. The Monthly Electronic Prior Authorization Report shall use the National Council for Prescription Drug Programs (NCPDP) format with two additional columns. The headings of the two additional columns shall state "Approve or Disapprove" and "Justification." Entries under "Justification" could be as follows:

1. "Urgent/Emergent Need as Determined by Provider"
2. "Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with CFU"
3. "Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with generic Prior Authorization"
4. "Non-Formulary for Urgent/Emergent Need as Determined by Network PBM for Unlabeled Use or Other Clinical Exception"

The Contractor shall establish a PBM process that will automatically reject a retail network pharmacy's attempt to renew a Veteran's prescription if it is for the same drug and strength within thirty (30) days of the original fourteen (14) days prescription. Approved Prior Authorizations include continuation of pain or antibiotic therapy; otherwise, the Contractor

shall develop and utilize a clinical decision making process to assist in the dispensing of the second 14 days' supply and notify the providers that subsequent prescriptions for the same therapy must be faxed or e-prescribed when available to the local VA Pharmacy. The monthly Electronic Prior Authorization Report shall use the NCPDP format with the two additional columns noted above ("Approve or Disapprove" and "Justification."), including a section for continuation of pain or antibiotic therapy. Entries under "Justification" could be as follows:

1. "Urgent/Emergent Need for Continuation of Pain or Antibiotic Therapy as Determined by Provider"
2. "Urgent/Emergent Need for Continuation of Therapy as Determined by Network PBM"

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

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

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

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

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

15.2 Urgent/Emergent Prescription Network Adequacy

The Contractor shall ensure that a retail pharmacy network is established and in place, and that its adequate in size, scope, and capacity to ensure that Eligible Veterans receive timely access to urgent/emergent prescription services in accordance with the following standards, at a minimum, for Region 5:

Table 19. Network Pharmacy Minimum Access Standards
Pharmacy Average Distances

Urban	Network pharmacy 90% of Veterans have access within five (5) miles of a Veteran's residence
Rural	Network pharmacy 90% of Veterans have access within twenty (20) miles of a Veteran's residence
Highly Rural	Network pharmacy 70% of Veterans have access within two hundred (200) miles of a Veteran's residence

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

The Contractor shall submit the Pharmacy adequacy information in the Network Adequacy Plan to VA in accordance with the Schedule of Deliverables.

15.2.1 Urgent/Emergent Prescription Performance Metrics

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

1. Ninety-five (95) percent overall conformance with VA Urgent/Emergent Formulary for CCN providers
2. Ninety (90) percent generic dispensing for VA Urgent/Emergent prescriptions for CCN providers

The Monthly Urgent/Emergent Prescription Performance Metrics Report shall be submitted in accordance with the Schedule of Deliverables and include the ability to drill down to prescribing provider level, including contact information and retail pharmacy location utilizing DAS.

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

- A. Monthly Urgent/Emergent Prescription Performance Metrics Report

15.3 Routine/Maintenance Prescriptions

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

The Contractor shall instruct and mandate its CCN providers that prescriptions shall be prescribed in accordance with VA's National Formulary, which includes provisions for requesting non-formulary drugs (see

http://www.va.gov/VHAPublications/ViewPublication.asp?pub_ID=3291).

In addition to the online formulary, an online formulary search tool is available at:

<http://www.pbm.va.gov/apps/VANationalFormulary/>. This application provides formulary alternatives to non-formulary drugs in the same VA drug class. The Contractor shall instruct its CCN providers to utilize this application in order to prescribe appropriate formulary

medications. All Prior Authorizations or non-formulary prescriptions received by VA's Pharmacy shall be reviewed in coordination with the CCN provider and authorized by VA Pharmacy before dispensing.

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

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

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

15.4 Contingency Plan for Disaster Response

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

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

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

A. Electronic Disaster Response Prescription Report

15.5 Walk-In Prescriptions

As a result of a Walk-In visit, a Veteran may receive a prescription(s) from that provider. The Urgent/Emergent formulary will address pharmaceutical needs for Eligible Veterans receiving Urgent Care. Non-Urgent/Emergent prescriptions can be faxed/e-prescribe to VA's pharmacy for fulfillment. The Contractor shall establish procedures that include instructions for prescribing a maximum fourteen (14)-day supply of medication without refills (or shorter supply of opioid medication if required by State law), when it is determined medically appropriate by the CCN Provider.

16.0 DURABLE MEDICAL EQUIPMENT

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

16.1 Urgent/Emergent Prescriptions for DME and Medical Devices

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

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

16.2 Routine Prescriptions for DME and Medical Devices

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

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

15. Patient Education was completed or mailed to provider to finalize education
16. Medical Provider's Signature

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

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

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

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

16.3 Reserved

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

The Contractor shall provide the capability for Eligible Veterans to receive Oral Appliance Therapy (OAT) for obstructive sleep apnea through the Dental Network established in Section 17.0. OAT is classified as medical treatment for a medical disorder, obstructive sleep apnea, which is provided by a licensed dentist.

17.0 DENTAL

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

17.1 Dental Network Adequacy

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

The Dental Network shall always be composed of a comprehensive network of practitioners and meet the minimum network adequacy standards for each VA Facility service area set forth in Tables 1 and 2 of PWS Section 3.1.

Table 20. Reserved

Any exceptions from these minimum standards shall be requested in writing in the form of a Waiver Request by the Contractor and submitted to the COR. Written Waiver Requests will be reviewed by the COR, and a determination will be provided by the Contracting Officer.

17.2 Dental Network Provider Credentialing

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

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

17.3 Dental Network Compliance

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

17.4 Dental Care Referrals

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

The Contractor shall have a referral for all dental services to be provided under the contract in advance of treatment.

17.5 Return of Dental Records

The Contractor shall educate its CCN Dental Network providers to return dental records of completed care, including supplemental images/radiographs, to VA within forty-five (45) days upon completion of the dental treatment plan. The Contractor shall educate its CCN Dental Network providers to always submit requested documentation directly to VA via secure

electronic submission, where available. See Section 18.13, "Submission of Medical Documentation," for submission format requirements.

17.6 Dental Clinical Quality Management

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

18.0 TECHNOLOGY

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

18.1 Contractor Software Configuration Management Requirements

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

18.2 Continuity of Operations

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

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

The COOP shall address the following categories:

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

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

Table 21. Operational/Availability Standards

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

**Note: Excluding agreed upon downtime*

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

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

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

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

18.3 Contractor System Access

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

Table 22. Contractor Systems (Users per CCN Region)

Functionality	Users per CCN Region
Referral and Prior Authorization Management	75

Enrollment and Eligibility	75
Customer Service	75
Claims Processing	75
Data Repository	60
Contractor's Self-Service Website (18.8)	Unlimited

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

18.4 VA System Integration Requirements

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

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

18.5 Veteran Demographic and Administrative Data

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

18.6 IT Customer Service

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

18.7 VA Community Care Provider Portal

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

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

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

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

18.8 Contractor Self Service Website

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

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

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

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

- National Drug Code
- Drug Name
- Strength
- Quantity
- Dispensed and/or Adjudicated Date

18.9 Contractor Reporting and Data Submission

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

18.10 Email Communication

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

18.11 Reserved

18.12 Submission of EDI Transactions

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

1. The ASC X12 Standards for EDI TR3 - Health Care Services Review-Request for Review and Response (278), May 2006, ASC X12N/005010X217, and Version 5010 to Health Care Services Review-Request for Review and Response (278), ASC X12 Standards for EDI TR3, April 2008, ASC X12N/005010X217E1, as referenced in § 162.1302.
2. The ASC X12 Standards for EDI TR3 - Health Care Claim: Dental (837), May 2006, ASC X12N/005010X224, and Version 5010 to Health Care Claim Dental (837), ASC X12 Standards for EDI TR3, October 2007, ASC X12N/ 005010X224A1, as referenced in § 162.1102 and § 162.1802.
3. The ASC X12 Standards for EDI TR3 - Health Care Claim: Professional (837), May 2006, ASC X12N/005010X222, as referenced in § 162.1102 and § 162.1802.
4. The ASC X12 Standards for EDI TR3 - Health Care Claim: Institutional (837), May 2006, ASC X12N/005010X223, and Version 501600 to Health Care Claim: Institutional (837), ASC X12 Standards for EDI Technical Report Type 3, October 2007, ASC X12N/ 005010X223A1, as referenced in § 162.1102 and § 162.1802.

5. The ASC X12 Standards for EDI TR3 - Health Care Claim Payment/Advice (835), April 2006, ASC X12N/005010X221, as referenced in § 162.1602.
6. The ASC X12 Standards for EDI TR3 – Additional Information to Support a Health Care Claim or Encounter (275), 2007, ASC X12N/005010X210.
7. American National Standards Institute (ANSI) ASC X12N/005010X279 270/271 Technical Report Type 3 (TR3) for Health Care Eligibility Benefit Inquiry and Response and its associated Errata 005010X279A1.

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

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

18.13 Submission of Medical Documentation

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

Preferred Documentation Exchange Methods

- D. Community Care Provider Portal
- E. VA Health Information Exchange
- F. Secure, Encrypted Email (Direct Messaging, Virtru Pro)
- G. EDI 275 Attachments*
- H. Secure Fax

18.14 Submission of OHI

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

18.15 Provider Data Transfer

18.15.1 Contractor Provider Data

The Contractor shall create and deliver a Network Provider File in accordance with the Schedule of Deliverables. The Contractor shall submit an initial full Network Provider File (see Attachment U, “Data Specification” (tab 16-Master Provider File 2018) in accordance with the Schedule of Deliverables. After the initial delivery, the Contractor will submit weekly files thereafter until healthcare delivery is met. The government anticipates the need for delivery of the Network Provider Change File every two (2) to four (4) weeks after healthcare delivery. The Contractor will be notified of the desired delivery frequency by the Contracting Officer in writing. The Contractor shall submit the Network Provider Change File (see

Attachment U, "Data Specification" (tab 16-Master Provider File 2018) in accordance with the Schedule of Deliverables. Both the initial and change file submissions will utilize the DAS (see Section 18.4).

VA will share the Network Provider File and their demographics with other Federal agencies. The Contractor shall provide the following information at the kickoff meeting:

1. Provider Name
2. Provider NPI
3. Specialty (if multiple, list each on a separate row)
4. Group Name (if part of a provider group)
5. City, State - For providers/groups with multiple care Site locations, list each location on separate rows

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

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

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

18.15.2

VA Provider Data

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

18.16 Section 508 – Electronic and Information Technology Standards

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

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

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure EIT. These standards are found at: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards> and <https://www.section508.gov/content/learn>.

A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- § 1194.21 Software applications and operating systems
- X § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self-contained, closed products
- § 1194.26 Desktop and portable computers X § 1194.31 Functional Performance
- Criteria
- X § 1194.41 Information, Documentation, and Support

18.16.1 Equivalent Facilitation

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

18.16.2 Compatibility with Assistive Technology

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

18.16.3 Acceptance and Acceptance Testing

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

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

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

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

- A. Final Section 508 Compliance Test Results

19.0 DATA ANALYTICS

19.1 Data Specification

VA has provided, in Attachment U, "Data Specification" a compilation of data fields for each report called out in this PWS. Contractors are invited to propose the use of additional data

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

19.2 Data Repository and Data Repository Relational Database Schema

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

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

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

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

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

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

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

19.3 Reserved

19.4 Data Transmissions

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

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

- A. Nightly ETL's of specified data

19.5 Data Integrity

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

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

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

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

- A. Monthly Data Integrity Report

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B.4 SCHEDULE OF DELIVERABLES

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

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

Table 23. Schedule of Deliverables

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission
1	2.1.1	A	Kickoff Meeting Presentation	Five (5) days before scheduled kickoff	VA Program Manager, COR, Contracting Officer
2	2.1.1	B	Meeting Minutes	Five (5) days after kickoff meeting	VA Program Manager, COR, Contracting Officer
3	2.2	A	Project Management Plan	At the kickoff meeting and updated monthly	VA Program Manager, COR, Contracting Officer
4	Reserved				
5	2.2.1	A	Twice Monthly Status Reports	15 th and 30 th (or 31 st) of month following start of transition through	VA Program Manager, COR, Contracting Officer
6	2.2.2	A	CCN Deployment Plan	At the kickoff meeting and updated monthly thereafter until completion of deployment	VA Program Manager, COR, Contracting Officer
7	2.3	A	Risk Management Plan	At the kickoff meeting and updated as needed	VA Program Manager, COR, Contracting Officer
8	2.3	B	Project Risk Register	At the kickoff meeting and updated as needed but at least monthly	VA Program Manager, COR, Contracting Officer

9	2.4.1	A	Quality Assurance Plan	At the kickoff meeting and updated annually thereafter	VA Program Manager, COR, Contracting Officer
10	2.4.2	A	Quarterly Progress Reports	First report due at the end of the federal fiscal quarter following award and then quarterly	VA Program Manager, COR, Contracting Officer
11	2.4.2	B	Monthly Progress Reports	Monthly, by the 10 th day of each month	VA Program Manager, COR, Contracting
12	2.5	A	CCN Communications Plan	At the kickoff meeting and updated as needed thereafter	VA Program Manager, COR, Contracting Officer
13	2.6	A	Documentation of Accreditation	At time of award or upon receipt, as applicable, and upon renewal	VA Program Manager, COR, Contracting Officer
14	2.7.2	A B C D	Initial: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 – Subcontractor Report SOC 2, Type 2 – Subcontractor Report	Shall cover a minimum of nine (9) months from contract award and be submitted NLT July 31 st of the first year of performance	VA Program Manager, COR, Contracting Officer
15	2.7.2	A B C D	Subsequent SOC Reporting: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 – Subcontractor Report SOC 2, Type 2 – Subcontractor Report	Shall cover a minimum of 12 months and be submitted NLT July 31 of each performance year after initial report, except as directed by VA	VA Program Manager, COR, Contracting Officer

16	2.7.2	E	SOC 1 and SOC 2 Bridge Letter	Fifteen (15) days after the end of VA's fiscal year	VA Program Manager, COR, Contracting Officer
17	2.7.2	F	Corrective Action Plan	Seven (7) business days after written notification	VA Program Manager, COR, Contracting
18	2.8.2	A	Transition Out Plan and Update	Initial: One hundred eighty (180) days after award; Update: 7 days after request from	VA Program Manager, COR, Contracting Officer
19	2.8.2	B	Weekly status report of claims inventories and phase-out activities	Weekly following end of contract and start of transition to either VA or	VA Program Manager, COR, Contracting Officer
20	3.1	A	Non-Network Provider Outreach Report	Format Draft: Ninety (90) days after award; Report: Month	VA Program Manager, COR, Contracting Officer
21	3.2.3	A	Telemedicine Solution Plan	At the kickoff meeting and updated as needed thereafter	VA Program Manager, COR, Contracting Officer
22	3.4	A	CCN Healthcare Services Network Quality and Performance Criteria Template	Throughout the PoP	VA Program Manager, COR, Contracting Officer
23	3.4	B	High Performing Provider Quality and Performance Data	Thirty (30) days after HCD and updated	VA Program Manager, COR, Contracting
24	3.6	A	Network Adequacy Plan	At the kickoff meeting and VA requires a minimum of thirty (30) days for review and	VA Program Manager, COR, Contracting Officer

25	3.6	B	Network Adequacy Performance Report	Thirty (30) days after HCD and quarterly thereafter	VA Program Manager, COR, Contracting Officer
26	3.6	C	Network Adequacy CAP	Within ten (10) days of discovery of performance	VA Program Manager, COR, Contracting Officer
27	3.7.1	A	Documentation of Accreditation/Annual Attestation	At time of award or upon receipt, as applicable, and upon renewal of accreditation thereafter. Annual attestation due date to be	VA Program Manager, COR, Contracting Officer
28	6.1	A	VA Support Call Center Training Documents and Response Scripts	Fourteen (14) days prior to HCD	VA SME identified by VA
29	6.2	A	CCN Provider Call Center Training Documents and Response Scripts	Fourteen (14) days prior to HCD	VA SME identified by VA
30	6.5	A	CCN Veteran Complaints and Grievances Process	Thirty (30) days prior to HCD	VA Program Manager, COR, Contracting Officer
31	6.7	A	CCN Provider Satisfaction Survey Results	60 days following the conclusion of the survey quarter	VA Program Manager, COR, Contracting Officer
32	6.8	A	Contractor Call Center Operations and Customer Service Technology	Monthly after HCD	VA Program Manager, COR, Contracting Officer
33	9.1	A	Medical Documentation Submission Plan	Ninety (90) days after contract award and updated thirty (30) days prior to the effective	VA Program Manager, COR, Contracting Officer

34	10.1	A	Training Plan	Fifteen (15) days after kickoff meeting and updated annually after HCD and thirty (30) days prior to the effective	VA Program Manager, COR, Contracting Officer
35	10.1.1	A	Annual Training Program Curriculum	Ninety (90) days after kickoff and annually thereafter and updated thirty (30) days prior to the effective date of any	VA Program Manager, COR, Contracting Officer
36	10.2	A	Training Materials	Sixty (60) days after kickoff and annually thereafter and thirty (30) days prior to	VA Program Manager, COR, Contracting Officer
37	10.2	B	Review of Training Materials Report	Ninety (90) days after HCD and annually thereafter and thirty (30) days prior to the effective	VA Program Manager, COR, Contracting Officer
38-47	Reserved				
48	12.1.1	A	Claims Processing Data Dictionary	Thirty (30) days after kickoff meeting and updated at least thirty (30) days prior to the effective date of any	VA Program Manager, COR, Contracting Officer
49	12.3.1	A	Signature on File Procedure	At the kickoff meeting and updated thirty (30) days prior to any	VA Program Manager, COR, Contracting Officer

50	12.6	A	EDI 835 Transaction File	Daily after payment of first claim	VA Program Manager, COR, Contracting Officer
51	12.7.1	A	Coordination of Benefits Plan	At the kickoff meeting and updated at least thirty (30) days prior to the effective date of any material	VA Program Manager, COR, Contracting Officer
52	12.7.2	A	Other Health Insurance (OHI) Verification and Retrieval Plan	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material	VA Program Manager, COR, Contracting Officer
53	12.7.2	B	OHI Report	Weekly after HCD	VA Program Manager, COR, Contracting Officer
54	12.9	A	Quarterly Cost Avoidance and Recovery/Recoupments Report	Ninety (90) days after payment of first claim and quarterly thereafter within thirty (30) days following the	VA Program Manager, COR, Contracting Officer
55	12.9	B	Audit <i>Ad hoc</i> Reports	VA will request any <i>Ad hoc</i> report by email to the contract POC. The Contractor shall always provide <i>Ad hoc</i> reports three (3) business days after the request. Requests	VA PM, COR, CO

56	12.9	C	Fraud, Waste & Abuse (FWA) Plan	90 days after contract mod and updated annually thereafter	VA Program Manager, COR, Contracting Officer
57	12.12	A	EDI 837 Transaction File	Daily	VA Program Manager, COR, Contracting Officer
58	12.12	B	Weekly Claims Processing Reports	Weekly after payment of first claim	VA Program Manager, COR, Contracting Officer
59A	12.12	C	Quarterly Claims Audit Reports	Thirty (30) days after the end of the first quarter following the HCD, and within thirty (30) days after the end of	VA Program Manager, COR, Contracting Officer
59B	12.12	D	Ad Hoc Reports	VA will request any <i>Ad hoc</i> report by email to the contract POC. The Contractor shall always provide <i>Ad hoc</i> reports five (5) business days after the request.	VA PM, COR, CO
60	12.14.2	A	Quarterly IPERA Audit & Root Cause	Quarter 1 of Year 1 is due July 31 of Year 2, then each subsequent report is due quarterly on September 30th,	VA Program Manager, COR, Contracting Officer

61	12.14.3	A	Annual Auditing Plan	March 31 in the year prior to the review	VA Program Manager, COR, Contracting
62	12.14.3	B	Independent Auditor Quarterly Report	Quarter 1 of Year 1 is due July 31 of Year 2, then each subsequent report is due quarterly on September 30 th ,	VA Program Manager, COR, Contracting Officer
63	12.14.3	C	Annual Independent Auditor Statistical Projection of Improper Payments	June 1st	VA Program Manager, COR, Contracting Officer
64	12.14.3	D	Post Audit Findings and Recovery Report	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting
65	Reserved				
66	12.15.2	A	Overpayments Electronic File	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting
67	13.2	A	Provider Claim Denial Reconsideration Process	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material	VA Program Manager, COR, Contracting Officer
68	14.1	A	Clinical Quality Monitoring Plan	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material	VA Program Manager, COR, Contracting Officer
69	14.2	A	Quarterly Clinical Quality and Patient Safety Issues Report	Ninety (90) days after HCD and Quarterly	VA Program Manager, COR, Contracting Officer

70	15.1	A	Monthly Electronic Urgent/Emergent Prescription Report	Thirty (30) days after HCD and updated	VA Program Manager, COR, Contracting
71	15.1	B	Monthly Electronic Prior Authorization Report (To Include Continued Need Justifications)	Thirty (30) days after HCD and updated monthly	VA Program Manager, COR, Contracting Officer
72	15.1	C	Summary of Opioid Prescriptions	To be determined (TBD) - during Implementation Meeting	VA Program Manager, COR, Contracting Officer
73	Reserved				
74	Reserved				
75	15.2.1	A	Monthly Urgent/Emergent Prescription Performance Metrics	Thirty (30) days after HCD and monthly	VA Program Manager, COR, Contracting
76	15.4	A	Electronic Disaster Response Prescription Report	On a monthly basis during the period for which services are provided and for ninety (90) days following the	VA Program Manager, COR, Contracting Officer
77	18.2	A	Continuity of Operations Plan	Fifteen (15) days after kickoff meeting and updated thirty (30) days prior to the effective date of any	VA Program Manager, COR, Contracting Officer
78	18.2	B	Continuity of Operations Report	Monthly after HCD	VA Program Manager, COR, Contracting Officer
79	18.15.1	A	Network Provider File	At the kickoff meeting	VA Program Manager, COR, Contracting Officer

80	18.15.1	B	Network Provider Change File	Weekly after the initial, full Network Provider File up until HCD; Post HCD every two (2) – four (4) weeks	VA Program Manager, COR, Contracting Officer
81	18.17.3	A	Final Section 508 Compliance Test Results	Due at HCD	VA Program Manager, COR, Contracting
82	19.2	A	Contractor Data Repository	Sixty (60) days prior to HCD	VA Program Manager, COR, Contracting
83	19.2	B	Data Definitions Dictionary	At the kickoff meeting	VA Program Manager, COR, Contracting
84	19.4	A	Nightly ETL's of specified data	Daily after HCD	VA Program Manager, COR, Contracting
85	19.5	A	Monthly Data Integrity Report	One (1) week after HCD and monthly thereafter	VA Program Manager, COR, Contracting
86	A.2 CLIN TBD	N / A	All Technical Data in accordance with Section G.4 and B.1.7	As indicated throughout B.1.7 and prior to	VA Program Manager, COR, Contracting
87	G.33 Information Security	A	Contractor Security Control Assessment (CSCA)	Thirty (30) days after award and yearly	VA Program Manager, COR, Contracting
88	G.15,1.4.	A	Annual Program Manager Reconciliation Report	Ninety (90) days after option year / contract year	VA Program Manager, COR, Contracting

B.5 PRICE/COST SCHEDULE

1. CLIN DESCRIPTIONS/SCHEDULE OF SERVICE

Prices per specific CLIN per year, where "Y" varies by the option year (OY), where the base year is 0. X represents the region, i.e., 5.

Type	CLIN	Title	UNIT/Directions/Extended description	BASE	OY1	OY2	OY3	OY4	OY5	OY6	OY7	Exten.*
Informational	XY01	Medicare for Health Services	New Medicare codes not yet added to the Alaska VA fee schedules-Medicare rates** used									
Informational	XY03	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic Items	Medicare Rates** used									
	XY04	Home Health Care	Summary CLIN, not separately priced (NSP)									
Informational	XY04AA	Skilled Home Health	Use Alaska VA Professional Fee Schedule									
Informational	XY04AB	Unskilled Home Health	Use Alaska VA Fee schedule									
Priced	XY05	Seasonal Influenza Vaccination	Each, \$									
Informational	XY06	General Health Services using Alaska VA fee schedules	Use Alaska VA Fee Schedules rates									
Informational	XY07	Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services	Percentage of billed charges									
Informational	XY08	Home Infusion Therapy	Use Alaska VA Fee schedules									
	XY09	Urgent and Emergent Medication	Summary CLIN, NSP									
Priced	XY09AA	Brand Name Medication	Percent of AWP									
Priced	XY09AB	Generic Medication	Percent of AWP									
Priced	XY09AC	Dispensing Fee	Each in \$/prescription									
Informational	XY09AD	Medication Dispensed from Tribal Facilities	(this includes dispensing labor). See section E instructions.									
Informational	XY10	Dental Services	Use Alaska VA Fee schedules									
	XY11	Administrative Services for Healthcare Services	Summary CLIN, NSP									
Priced	XY11AA	Administrative Services for Healthcare Services	\$ Price for Each Active Veteran per month									
Priced	XY11AB	Administrative Services for Dental	\$ Price for Each Active Veteran per month									
Priced	XY11AC	Administrative Services for Pharmacy Benefit Management (PBM)	\$ Price for Each Active Veteran per month									
Priced	XY11AD	Administrative Services for Assisted Reproductive Technology services (ART)	\$ Price for Each Collateral (donor/partner) per month									
	XY12	Implementation and Transition Out	Summary CLIN, NSP									
Priced	XY12AA	Implementation -Provider Network	Lump sum \$ price based on target # of providers signed up									
Priced	XY12AB	Implementation - IT	Lump sum \$ price based on IT system being ready for									
Priced	XY12AC	Implementation -Project Management	Lump sum \$ price paid on staffing goals achieved.									
Priced	XY12AD	Transition Out	Lump sum \$ price.									
Informational	XY13	Data	Contractual CLIN, no defined price.									
Priced	XY14	Agreed Upon Procedures Audit	Total price									
Priced	XY20	Assisted Reproductive Technology (ART) Services	Enter data on "Pricing Sheet (CLIN XY20)"									
	XY21	Urgent and Emergent Medication (Disaster Response)	Summary CLIN, not separately priced (NSP)									
Priced	XY21AA	Brand Name Medication (Disaster Response)	% of AWP, must be identical to XY09AA									
Priced	XY21AB	Generic Medication (Disaster Response)	% of AWP, must be identical to XY09AB									
Priced	XY21AC	Dispensing Fee (Disaster Response)	Must be identical to XY09AC									
Informational	XY21AD	Medication Dispensed from Tribal Facilities (Disaster Response)	(this includes dispensing labor). See section E instructions.									
	XY22	Tribal rates for Tribal providers only	Per Tribal fee schedule, Summary CLIN, NSP									
Informational	XY22HI	Tribal Inpatient hospital services per diem (IHS rate) (excludes physician/practitioner services)	Per patient per IHS all inclusive inpatient hospital per diem rates									
Informational	XY22HO	Tribal Outpatient hospital services all inclusive per visit (IHS rate)	Reimbursement per encounter per the adjusted IHS all inclusive rate									
Informational	XY22AS	Tribal Ambulatory Surgical Services	Reimbursed per Medicare rates for free standing surgical centers.									
Informational	XY22CO	Tribal Clinic Services, including certified community health aid services	Reimbursement per visit per the IHS all inclusive outpatient rate									
Informational	XY22MD	Physician and practitioner services at Tribal hospitals and non-Medicare services at free standing surgical	Per the Alaska Professional VA fee schedule.									
Priced	XY23	Transplant in-patient services	% of billed charges, priced for sample order									

2. CLIN SPECIFIC DESCRIPTIONS

Informational CLINs herein are provided as described for the various billable actions (via the claims process). Offerors shall not provide pricing for these Informational CLINs as pricing is predetermined in accordance with the following hierarchy:

1. Tribal services via CLIN XY22
2. Alaska VA fee schedules
3. Medicare rates (for those rare exceptions where a new code has not been added to the Alaska VA schedules and for DME and vaccine serum)
4. Percentage of billed charges for items not on any schedule

Informational CLIN XY01, Medicare for Health Services covers items billed under Medicare rates, and not called out elsewhere, such as the seasonal influenza vaccine serum.

Informational CLIN XY03, Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items is for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g., hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be equal to the Medicare rates for the products against this CLIN. Informational CLIN XY04AA, Skilled Home Health (other than Home Infusion Therapy) contract pricing for this CLIN is equal to the Alaska VA Professional Fee schedule if it exists for the item, otherwise the other the next lower applicable methods outlined in the order of precedence can be used.

Informational CLIN XY04AB, Unskilled Home Health includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments, e.g., Homemaker/Home Health Aide. Contract pricing is equal to that found on an Alaska VA fee schedules, otherwise the other the next lower applicable methods outlined in the order of precedence can be used.

Priced CLIN XY05, Seasonal Influenza vaccination. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent, and high dosage). VA will pay the negotiated price for each vaccination. CLIN XY05 does not include the pricing for the influenza medications. Use CLIN XY01 to invoice for the influenza medications at CDC/Medicare rates.

Informational CLIN XY06, General Health Services using Alaska VA Fee Schedule. Alaska has two VA fee schedules: Alaska VA Professional Fee Schedule, and the Alaska VA (station) Fee Schedule. The Alaska VA Professional Fee schedule takes precedence if the code can be found on that schedule. The VA fee schedule sets forth the applicable payment rate. These schedules are determined pursuant to the inpatient methodology described in 38 C.F.R. 17.55 and the outpatient methodology described in 38 C.F.R. 17.56. This CLIN does not include specific health services that may utilize Alaska VA fee schedules, but are defined elsewhere: CLINs XY04, XY10, XY22MD

The Alaska VA (station) Fee Schedule amount is determined by the authorizing VA medical facility, which ranks all billings (if the facility has had at least eight billings) from non-VA facilities under the corresponding procedure code during the previous fiscal year, with billings ranked from the highest to the lowest. The Alaska VA Fee Schedule amount is the charge falling at the 75th percentile. The Alaska VA Professional Fee schedule is based on historic Medicare rates adjusted for the Alaska pricing environment.

The two schedules have different update cycles. The Alaska VA (facility) fee schedule will be updated annually during contract administration and provided as a contract attachment, effective October 1 for the next 12 months. The Alaska VA Professional Fee Schedule is based on a calendar year.

In the event an updated Alaska VA fee schedule is not available prior to its planned applicability start date (October 1st or January 1st), and services have been performed after the start date, payment will be based on the prior year's fee schedule. The Contractor will have 30 days to implement the updated VA fee schedule from the date it is provided to the Contractor. No retroactive payment adjustments (positive or negative) will be made once VA's fee schedule has been updated. Healthcare claims with dates of service on and after incorporation of a new Alaska VA fee schedules will be paid using the updated Alaska VA Fee Schedules.

Informational CLIN XY07, Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services. When a given medical procedure is not payable, i.e., is not included in Alaska's VA fee schedules, VA will reimburse the healthcare claims pursuant to 38 CFR 17.55 or 38 CFR 17.56, including any subsequent changes to include but not limited to, payment based on Medicare rates, payment based on a percentage of billed charges. In practice, there will be very few codes not covered by one of the two VA Alaska fee schedules. These will tend to be new codes that will be added to the schedules in subsequent years. For tracking purposes, all out-of-network costs shall be paid under this CLIN. Out of network payments rates shall be dictated by the standard hierarchal order of precedence defined in this section.

Informational CLIN XY08, Home Infusion Therapy. Home Infusion Therapy will be paid per order of precedence listed in this section. In absence of an associated/established Alaska VA Fee or Medicare payment rate, Home Infusion Therapy services and will be paid at the fixed rate for services at the Government's discretion.

NSP CLIN XY09, Urgent and Emergent Medication. The Contractor may invoice VA for urgent and emergent medications when these are dispensed by pharmacies in the Contractor's network without charge to the Veteran. VA will reimburse the Contractor for Brand Name and Generic medication at the negotiated firm fixed price based on percent Average Wholesale Price (AWP). The Contractor may also invoice the Dispensing fee at the negotiated firm fixed price for each dispensing activity.

Priced Sub CLIN XY09AA – Brand Name Medication
 Priced Sub CLIN XY09AB – Generic Medication
 Priced Sub CLIN XY09AC – Dispensing Fee

Informational Sub CLIN XY09AD – Tribal Pharmacy. Tribal Medication dispensed from tribal facilities is paid at the actual cost estimated by the Tribes (this includes dispensing labor, i.e., there is no separate dispensing fee), and as per the current Tribal agreement arrangement.

Informational CLIN XY10 is for payment of dental services under this contract. Dental services will be paid based on the Alaska VA fee schedule rates per American Dental Association (ADA) Current Dental Terminology (CDT) code listing for the region where the service is provided.

NSP CLIN XY11 is for Administrative Services based on a per member per month (PMPM) model. The PMPM covers the Contractor's charges for all administrative services for managing the services purchased under this contract (i.e., The PMPM charge is to be invoiced in accordance with the total number of Active Veterans per month. Only one Administrative Services fee type (e.g. XY11AA) per Active Veteran per month is allowed, regardless of the number of claims paid during the same calendar month. The Contractor may invoice for each of the four types of Administrative Services (XY11AA, XY11AB, XY11AC and XY11AD) below in the same calendar month per Active Veteran.

Priced CLINs XY11AA Administrative Services for Healthcare Services are based on a per member per month (PMPM) model. Major cost components of this service are: A) Network Maintenance, B) Claims and IT, and C) Management. The management category shall also be used for any other costs that do not fit into the first two categories when providing basis of estimates.

Priced CLIN XY11AB, Administrative Services for Dental are based on a per member per month (PMPM) model.

Priced CLIN XY11AC, Administrative Fee for Pharmacy Benefits Management (PBM) is to be invoiced based on when an urgent /emergent pharmacy Claim is paid for an Active Veteran during that billing month.

Priced CLIN XY11AD, Administrative Fee for Assisted Reproductive Technology (ART) services, including in-vitro fertilization (IVF) is to be invoiced based on Claims paid for a Collateral of Veteran during that billing month. Only one Administrative Services fee type (e.g. XY11AD) per Active Collateral of a Veteran per month is allowed, regardless of the number of Claims paid during the same calendar month.

NSP CLIN XY12, Implementation and Transition Out, consists of the following Sub CLINs:

Priced Sub CLINs X012AA, 12AB, 12AC Implementation: Implementation prices and milestones shall be subdivided into those associated with implementation of the: provider network (12AA), information technology (IT) (12AB), and project management (12AC). Upon satisfactory completion of the start-up/implementation milestones identified and accepted in the contractor's implementation plan the Contractor shall invoice in accordance with the firm fixed

price performance-based milestones. The Contractor may not invoice the entire lump sum amount if it fails to meet the implementation milestones in the accepted implementation plan. These implementation services shall be excluded from other Contractor administrative service fees.

Priced Sub CLIN XY12AD Transition Out: If required by VA, the Contractor must perform the transition out and residual service tasks as specified in this RFP and any approved plans. The term transition out is related to activities taking place during and after the last option period, in which the Contractor is transferring duties and responsibilities to a VA appointed designee, whether a Government entity, another Contractor or a mix of both. Residual services are provided by the Contractor for 12 months after the Contractor's network no longer provides care, but the Contractor continues to process claims, appeals, grievances, and provide customer service for healthcare that was delivered in the last twelve (12) months of the last option period and extension period (if any) and in accordance with existing contract requirements.

Informational CLIN XY13, Data. This CLIN includes all services associated with delivery of data throughout performance and at the end of the contract. This CLIN also includes services to comply with Section G.4 (Data Rights). This CLIN is not separately priced (NSP). See Section F.1 Schedule of Deliverables item 84 for associated deliverables.

Priced CLIN XY14, Agreed Upon Procedures Audit. The Contractor will be paid the price of the third-party auditor to perform and report the Agreed Upon Procedures audit of payments task under the contract, as described in section 12.14.3 of the PWS, and submission of the required associated deliverable items, as listed in Section F of the PWS. The "price of the third-party auditor" shall only encompass the price attributed to auditing services. Payment shall be made quarterly upon acceptance of the Post Audit Findings and Recovery Report by VA.

Priced CLIN XY20, Assisted Reproductive Technology (ART) Services. The CLIN is to be used for all health care and providers associated with the IVF or ART VA authorization types. IVF benefits are limited to Veterans with applicable service related disabilities per law 38 C.F.R. 17.380.

VA has defined four standard episodes of care (SEOC) for ART services (included in attachment AM), which outline the general care that VA authorizes.

- Intrauterine insemination (IUI) Female SEOC
- IUI Male SEOC
- IVF Female SEOC
- IVF Male SEOC
-

ART services will be paid based on the negotiated rates per CPT code listing for the region where the services are provided. VA will pay the contractor using health care CLIN XY20. It is not expected that the full set of IVF services will be available in the base year but will be added as they become available within the state.

Informational

Priced sub CLINs XY21AA, XY21AB, XY21AC, and XY21AD are identical to XY09 sub CLINs with the exception that they are only invoked for disasters, and the supplied prescriptions can cover up to 30 days. The Contractor may invoice VA for urgent and emergent medications dispensed by pharmacies in the Contractor's network without direct charges to the Veteran during a specified and approved "Disaster Response" realized scenario. VA will reimburse the Contractor for brand name and generic medication at the negotiated firm fixed price based on percent of AWP. The Contractor shall invoice the dispensing fee at the proposed firm fixed price for each dispensing activity.

NSP CLIN XY22 covers the cost of healthcare provided by Tribal Health Services under the CCN contract. These medical expenses shall be paid under the existing agreements with Alaska Tribal Health Programs (THPs). CLIN XY22 consists of four Sub CLINs.

Informational Sub CLIN XY22HI is for payment for Tribal inpatient hospital services per diem (it excludes physician/practitioner services). Indian Health Services (IHS) All Inclusive Inpatient Hospital Per Diem Rates are applicable. Informational Sub CLIN XY22HO is for payment for Tribal Outpatient services all-inclusive per visit (it excludes physician/practitioner services). Reimbursement will be made per encounter, per Medicaid rate negotiated each year under which the physician/practitioner services are eliminated from the all-inclusive rate approved by IHS under the title "Outpatient per Visit Rate excluding Medicare." Physicians/practitioners shall be paid the VA Alaska professional fee schedule. Informational Sub CLIN XY22AS is for payment for Tribal Ambulatory Surgical Services. Payments will be made per patient per Medicare rates for free standing surgical centers. Physicians and other services, which are not included in such rates shall be paid via VA Alaska fee schedules.

Informational Sub CLIN XY22CO is for payment for Tribal Clinic Services, including certified community health aid services. Except as otherwise provided in other CLINs, VA shall reimburse the Alaskan Native Tribal Health Consortium (ANTHC) for all direct care services provided by its physicians and other practitioners, at the all-inclusive rate approved each year by IHS under the title "Outpatient Per Visit Rate (excluding Medicare)." An Encounter in which services were only provided by Certified Community Health Aides will be paid at 85% of the all-inclusive rate.

Informational CLIN XY23 covers the cost of in-patient transplant related healthcare. Cost of care may be billed as a % of billed charges for standard transplant SEOCs. Currently in Alaska, all transplants are done out of state. In-patient diagnostic and preparatory costs associated with transplants should be billed under this CLIN.

B.6 PERFORMANCE INCENTIVE PLAN

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

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

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B.7 REFERRAL PROCEDURES

Referrals: A copy of the Approved Referral will be communicated to the Contractor using Health Information Exchange (HIE) or VA's Data Access Service (DAS). Authorized VHA personnel will make the referral in accordance with VA Policy. VHA personnel with Routine referral authority can issue referrals under this contract, excluding those services identified in Section 4.3 of the PWS.

1.0 The Approved Referral will detail the healthcare services authorized and will contain the following information:

1. Approved Referral Number/Prior Authorization Number
2. Primary and Secondary Payer Status
3. Referral From Date
4. Referral To Date
5. Veteran Name
6. Master Veterans Index Internal Control Number (MVI ICN)
7. Veteran Address
8. Veteran Telephone Number (Optional)
9. Standard Episode of Care
10. VA Primary Care Provider
11. Contract number
12. Date referral submitted to provider
13. Task CLINXXXX (e.g. CLINX001) (optional)
14. CCN NPI Number (optional)
15. Date of Appointment (optional)
16. Preferred Provider (optional)
17. Other Health Insurance Information (optional)

The provision of healthcare services shall be limited to that set forth in the VA Approved Referral.

2.0 Services not included in the Approved Referral must be requested by the CCN Provider(s) as a new Approved Referral request. Services provided by CCN Providers not included in the scope of an Approved Referral will not be reimbursed.

B.8 INVOICES:

Invoices for services performed under this contract shall be submitted through the clearinghouse (837 COB) or individual invoices, depending on the type of invoice being submitted.

1.0 Medical Service Invoices - Invoices for the delivery of medical services are medical service invoices prepared and submitted by the Contractor for reimbursement of healthcare Claims. These invoices shall be in accordance with the rates as defined in the Schedule of Services. For invoices considered for payment the Contractor shall provide a complete Coordination of Benefits (837 COB) transaction that includes the following:

- a. VA Approved Referral number (with the exception of the seasonal

- influenza vaccine),
- b. VA Prior Authorization number, if applicable
- c. Billed charges,
- d. Paid amount, Amount paid by Contractor to provider(s),
- e. Other Health Insurance (OHI) company name, (when applicable)
- f. Internal Control Number (ICN) (i.e., Claim number),
- g. Julian date, indicating the actual date of receipt for all Claims (paper or electronic),
- h. Provider name and address,
- i. Provider NPI number (when applicable),
- j. Tax Identification Number (for those without NPI),
- k. Date(s) of service, and
- l. All industry standard 837 COB transactional data fields.

*Note: Either 'i' or 'j' as applicable is required for submission.

Additional requirements are contained in section 12 of the PWS (Claims Processing and Adjudication for CCN Healthcare Services Rendered).

The Contractor shall submit to VA a daily transmission of Claims the Contractor adjudicated and paid to CCN providers for healthcare services and pharmacy prescriptions via EDI 837 COB HIPAA Standard Transaction and National Council for Prescription Drug Programs (NCPDP) transactions including payment and remittance advice data. The Contractor shall submit Medical Service Invoices with Claims data to VA for reimbursement within thirty (30) days of Contractor's adjudicated Claim date.

VA reimbursement for Healthcare Services to the Contractor will be made within fourteen (14) calendar days of receipt. When the due date falls on a Saturday, Sunday, or legal holiday when Government offices are closed, may make payment on the following working day without incurring a late payment interest penalty.

1.1 Rejected and Denied Medical Service Invoices - The Contractor shall submit complete and accurate invoices for Claims to VA. When an invoice is considered incomplete and requires additional information for processing, it may be rejected and returned for correction and resubmission. VA will provide Contractor with specific reason(s) for rejection and denials.

1.1.1 Rejected Invoice Resubmission - The Contractor shall review the reason for rejection and determine how to correct the invoice. If the Contractor resubmits the invoice, then the Contractor must ensure that the entire invoice is complete with accurate information with all required supporting documentation, and the original Claim number is used and contains a suffix that identifies it as a corrected or resubmitted Claim. The Contractor must correct and resubmit the invoice within thirty (30) days of the rejection.

1.1.2 Denied Invoice Resubmission - In the event VA denies a Medical Service invoice, the Contractor shall review the reason for denial and determine whether the denial resulted from an incorrect or incomplete submission of the invoice. If the

Contractor resubmits the invoice, then the Contractor shall ensure that the entire invoice includes complete with accurate information with all additional supporting documentation to make the invoice valid and the original Claim number is used and contains a suffix that identifies it as a corrected or resubmitted Claim. The supporting documentation shall include an explanation of correction made, and the reason for resubmission. The Contractor shall resubmit an invoice for reconsideration within twelve (12) months from the denied invoice date. Denials will be processed in accordance with PWS Sections 12.1.1 "Claims Adjudication and Payment Rules," 12.7.1 "VA designation of Primary or Secondary Payer of Healthcare Services," and 13.1 "Veterans Appeals."

1.1.3 Reconsidered Healthcare Invoices – An invoice that is submitted to VA for payment of healthcare, dental or pharmacy services / supplies that require an adjustment (positive/negative) to a prior payment will require a corrected Invoice. The Contractor shall submit a corrected invoice that is identified by using the prior invoice number as the original invoice but contains a suffix (e.g., Original Invoice Number "-01") as the corrected invoice. The Contractor will have twelve (12) months from the original payment date to submit a Reconsidered Healthcare Invoice. A Reconsidered Healthcare Invoice received beyond the twelve (12) month period will be considered on a case by case basis and may be considered untimely and rejected.

Urgent/Emergent Prescription Claims Invoices

Invoices for Urgent/Emergent Prescriptions shall be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Prescription reimbursement will be consistent with the payment methodology described in the CLIN for Pharmacy CLIN XY09.

1.2 Urgent/Emergent DME and Medical Device Invoices

Claims for Urgent/Emergent DME Prescriptions shall be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Reimbursement for DME will be consistent with the payment methodology described in the CLIN for DME CLIN XY03.

1.3 Administrative Invoices:

Invoices shall be submitted monthly in arrears for Administrative Fee CLINS in accordance with the instructions provided in FAR 52.212-4(g).
Monthly Per Member Per Month (Administrative Fees) CLIN XY11:

The Contractor shall submit electronic copies of the monthly PMPM invoices to the Contracting Officer / COR (in approved Microsoft Office format) and the Tungsten Network and in accordance with the instructions provided in FAR 52.212-4(g).

The Contractor shall submit Administrative Fee invoices based on the number of Active Veterans for the month covered under the invoice. The Contractor shall pay its individual CCN providers as proof of medical services rendered prior to submitting

the PMPM invoice to Contracting Officer / COR. The Contractor shall submit PMPM invoices to the COR within ninety (90) days after the Contractor paid the CCN provider for services rendered. PMPM will not be paid for adjustments or corrections of healthcare service Claims. Invoicing for PMPM must include a supplemental data file of elements prescribed in sections 1.4.1 through 1.4.4., taken from VA Approved Referrals and VA Prior Authorization numbers and EDI 835 payment transactions to CCN providers including the following at the Claim level:

1. VA provided referral number (Approved Referral)
2. VA Prior Authorization number
3. Internal Claim Number (ICN) and (Patient Control Number)
4. Date (s) of service for each Veteran included in the PMPM invoice month
5. VA provided MVI/ICN for each Veteran included in the PMPM
6. Date Paid to CCN provider
7. Amount Paid
8. Billed Amount
9. Name of CCN Provider paid
10. CCN Provider NPI number
11. PMPM CLIN (X011AA, X011AB, X011AC, X011AD)

VA will use a statistical sampling methodology or 100% inspection to complete its review of the elements listed in this paragraph and submit justification to the Contractor for application of the payment identified. The Contractor will be given seven (7) business days to review VA justification and concur or provide evidence to support its non-concurrence.

Rejected invoices: Contractor may resubmit rejected PMPM invoices to VA but no new Active Veterans may be included on any rejected invoice. The Contractor is prohibited from submitting invoices which include Active Veterans that were included on previous invoice submissions that resulted in full or partial payment during the invoice period.

If an invoice is rejected for second time, the COR will submit the results to the Contractor who will have seven (7) business days to provide its acceptance or non-concurrence to the Contracting Officer for final decision of the administrative fees.

1.5.4.1 File Name Format

File Name e (File Name will describe category of PMPM e.g., Admin Case Management, Disease Management, or Pharmacy)		
Field Name	Field Format	Sample Data
CCN	Text	CCN
PMPM Region Designation	Text	Region4
Invoice Start Date	Date	20170801
Invoice End Date	Date	20170831
File Extension	Text	.TXT

Example File Name format:

CCN-Region4-20170801-20170831.txt
 1.5.4.2 Per Member Per Month Record Format

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
Referral number	REF01, REF02	Data fields separated by "***"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Prior Authorization number	REF01, REF02	Data fields separated by "***"	Up to 50-character Alpha Numeric	G1* _____	G1 - Prior Authorization Number
ICN & Patient Control Number	CLM	Numeric		261515	
Date of service	DTM – SERVICE DATE	Date	CCYYMMDD	20160810	
MVI/ICN	REF*F8	Alpha Numeric	Up to 50-character Alpha Numeric	EP032515777007230	Original Reference Number
Date Paid	DTM - SERVICE DATE	Date	CCYYMMDD	20160810	
Amount Paid	CLP04 (Claim Payment Amount)	Accounting	Numeric w/2-digit decimal	751.50	
Billed Amount	CLP03 (Total Claim Charge) Amount)	Accounting	Numeric w/2-digit decimal	1323.64	

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
CCN Provider Name	NM103, NM104, NM105, NM106	Last, First, MI, Prefix	Data fields separated by "*"	DOE*JOHN*P*	
CCN Provider NPI number	PLB01 (Provider Identifier)	Numeric		6543210903	
PMPM CLIN	REF02	Alpha Numeric	XX011AA	1011AA	Region ID, three numeric and two alpha characters

Example PMPM Record (fields separated by "^"):

9F*123456789^G1*573759597429^261515^20160810^EP032515777007230
 ^20160810^751.50^1312051^DOE*JOHN*P*^6543210903^1011AA

1.5.4.3 File Header Format

Header Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Invoice Start Date	Date	CCYYMMDD	20170801
Invoice End Date	Date	CCYYMMDD	20170831
Number of Active Members billed this month	Numeric	Count of active members for this month	12345

Example Header format
(first line in file):
REG1^20170801^20170831^1234
5

1.5.4.4 File Footer Format

Footer Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Total Invoice Amount Paid	Accounting	Numeric w/2-digit decimal	25123.54
Total invoice Amount Billed	Accounting	Numeric w/2-digit decimal	259126.44
Total PMPM Record Count	Numeric	Count of records in file (Should match Active Member count in Header)	12345

Example Footer format (last line in file):
REG1^25123.54^259126.55^12345

1.5.4.5 Annual close out of administrative fees CLIN

The Contractor shall submit its annual PMPM reconciliation report of all unpaid PMPM fees for consideration of payment no later than ninety (90) days after the end of the contract year / option year. The Annual PMPM reconciliation report shall be submitted in accordance with the Schedule of Deliverables. At the end of the option year / contract year, the Contractor shall submit any outstanding PMPM invoices within 270 days.

1.5.4.6 Annual PMPM Reconciliation Report File Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

Example Annual Reconciliation Report File Header format (first line in file): REG1^20170801^20170831

1.5.4.7 Annual Reconciliation Report Record Format

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
MVI/ICN	Alpha Numeric	Up to 50-character Alpha Numeric	EP032515777007230	Original Reference Number
ICN & Patient Control Number	Numeric		261515001	
VA provided referral number (Approved Referral)	Data fields separated by "*"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Referral Submitted for PMPM	"Y" or "N"	Alpha character	N	
Vendor Original Invoice Number	Alpha Numeric	Alpha Numeric	PS-00053169-01	
Original Invoice Accepted	"Y" or "N"	Alpha character	Y	

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
Prior Invoice Number (Multiples possible)	Alpha Numeric	Alpha Numeric	PS-00053169-01	Only populated if Original invoice was rejected
Reason for Rejection	Alpha Numeric	Up to 50-character Alpha Numeric	Invoice didn't match referral	Cannot use delimiter in text ("^")
Referral Submitted for PMPM (N)	"Y" or "N"	Alpha character	N	
Reason for Delay	Alpha Numeric	Up to 50-character Alpha Numeric	Claim didn't match referral	Cannot use delimiter in text ("^")
Potential Claim amount (Cost Estimate)	Accounting	Numeric w/2-digit decimal	751.50	
Estimated Claim payment date	Date	CCYYMMDD	20171210	
PMPM CLIN	Alpha Numeric	XX011AA	011AA	Region ID, three numeric and two alpha characters

Referral Submitted for PMPM and accepted:

EP032515777007230^261515001^9F*123456789^Y^PS-00053169-01^Y^^^1011AA

Referral Submitted for PMPM and rejected:

EP032515777007230^261515001^9F*123456789^Y^ PS-00053169-01^N^ PS-00050534-

01^Invoice didn't match referral^^1011AA Referral not submitted:

EP032515777007230^2615150101^9F*123456789^N^^^^Claim didn't
match referral^751.50^20171210^1011AA

1.5.4.8 Annual Reconciliation Report File Header Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

Example Annual Recap Report Header Format (first line in file):

REG1^20170801^20170831

Annual Reconciliation Report File Footer Format

Footer Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG4
Active Membership Accepted Count	Accounting	Numeric	2415306
Active Membership Rejected Count	Accounting	Numeric	2516
Active Membership Delayed Count	Accounting	Numeric	1001

Example Annual Footer format (last line in file): REG1^2415306^2516^1001

Example Annual Footer format (last line in file):

REG1^2415306^2516^1001

Deliverable: (See Section F, Deliveries or Performance)

1.5.4.9 Annual PMPM Reconciliation Report

1.6 Implementation Invoices

Invoices for services within CLIN X012 shall include the following information:

1. Contractor Tax ID
2. Description of implementation milestone met
3. Date (s) of completed implementation milestone services
4. Dollar amount invoiced
5. CLIN
6. VA provided obligation
7. VISN and VA Facility station number when Implementation of the Network begins

1.7 Incentive invoices shall be submitted on a quarterly, semi-annual or annual basis in accordance with the Fee Determining Official's final decision based on the calculations of the Incentive Fee Evaluations. Disincentive reimbursements shall

be sent to the VA by check (or) credited against the Contractor's PMPM as agreed upon by the Contractor and the Contracting Officer.

1.8 Government Invoice Address:

Healthcare reimbursement invoicing: The Contractor shall utilize the designated VA clearing house and comply with any requirements of the clearinghouse for the submission of medical service invoices. The Contractor shall also comply with the requirements listed in Section C (PWS), Section 12, Section I., and FAR 52.212-4(g).

1.9 Administrative invoicing fees: The Contractor shall submit invoices for administrative fees electronically through VA Financial Services Center (FSC) through the Tungsten Network. (<http://www.tungsten-network.com/VeteransAffairs/>).

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SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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 2018) (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 (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

[X] (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

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

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

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

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

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

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

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

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

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

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

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

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

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

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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 (AUG 2018) (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 (Oct 2018) (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)(13)).

☐ (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.

☐ (iii) Alternate II (FEB 2006) 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 (AUG 2018) (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

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

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

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 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).

(xxi) 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.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.2 52.216-18 ORDERING (OCT 1995)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one episode of care for one unique Veteran, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. There is no maximum dollar single order limitation.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after to be inserted at award.

(End of Clause)

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

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

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of Clause)

C.7 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): www.acquisition.gov and www.farsite.af.mil .

FAR NUMBER	TITLE	DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-18	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	OCT 2018
52.227-14	RIGHTS IN DATA GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUNE 1987
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.8 852.303-70 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.9 815.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.
(End of Clause)

C.10 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.11 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

(1) Mentor firms, which are contractors capable of providing developmental assistance;

(2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and

(3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.
(End of Clause)

C.12 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

This solicitation contains an evaluation factor or sub-factor regarding participation in the VA Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the offeror must provide with its proposal a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization approving the offeror's Mentor-Protégé Agreement.

(End of Clause)

C.13 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)

(a) This solicitation includes the clause: 852.215-70, Service-disabled Veteran-owned and Veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

C.14 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

(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 at the current website address provided in the contract.

(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)

(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.15 852.237-7 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: [Contracting Officer's Note: Insert the dollar amount value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.] 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.

(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.

(End of Clause)

C.16 852.237-70 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 Alaska. 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.

C.17 852.270-1 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 Clause)

C.18 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)

C.19 MANDATORY WRITTEN DISCLOSURES

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

(End of Clause)

C.20 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM

The guaranteed minimum for each period of performance is below. The guaranteed minimum will only be satisfied through payments to CLIN XX11 with the exception of the base period in which the guaranteed minimum through payments to CLIN XX12.

Minimum Base Period	To be inserted in final solicitation
Minimum Option Period(s)	To be inserted in final solicitation

The maximum contract value for the base and option period for Region 5 is to be inserted in final solicitation.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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DRAFT

See attached document: CCN Reg 5 Attachment A - VA Medical Center Catchment Area by CCN Region

See attached document: CCN Reg 5 Attachment B - RESERVED

See attached document: CCN Reg 5 Attachment B-A – QASP Performance Requirement Summary

See attached document: CCN Reg 5 Attachment B-T - Incentives Plan

See attached document: CCN Reg 5 Attachment C - QPR Template

See attached document: CCN Reg 5 Attachment D - MPR Template

See attached document: CCN Reg 5 Attachment E - Summary Demand Data

See attached document: CCN Reg 5 Attachment F - Projected Active Veterans

See attached document: CCN Reg 5 Attachment G - CCN Healthcare Services Network Quality and Performance Criteria Template

See attached document: CCN Reg 5 Attachment H - Eligibility Verification and Enrollment Data Exchange

See attached document: CCN Reg 5 Attachment I - RESERVED

See attached document: CCN Reg 5 Attachment J - RESERVED

See attached document: CCN Reg 5 Attachment K – RESERVED

See attached document: CCN Reg 5 Attachment L – RESERVED

See attached document: CCN Reg 5 Attachment M - RESERVED

See attached document: CCN Reg 5 Attachment N – VHA Request Form for CCN DME Med Dev Orthotic and Prosthetic Items

See attached document: CCN Reg 5 Attachment O – Interconnection Security Agreement with MOU

See attached document: CCN Reg 5 Attachment P Q R – DAS Interface Control Document

See attached document: CCN Reg 5 Attachment S - CC Data Flow Diagram

See attached document: CCN Reg 5 Attachment T - RESERVED

See attached document: CCN Reg 5 Attachment U - Data Specification

See attached document: CCN Reg 5 Attachment V - MVI Identity Management Data Specification

See attached document: CCN Reg 5 Attachment W - Data Repository Schema

See attached document: CCN Reg 5 Attachment X - Dental Volumes by Station

See attached document: CCN Reg 5 Attachment Y - RESERVED

See attached document: CCN Reg 5 Attachment Z - Station Category of Care Provider Zip Unique

See attached document: CCN Reg 5 Attachment AA - Uniques by Rurality by Station

See attached document: CCN Reg 5 Attachment AB - Pharmacy 14 Day Fills

See attached document: CCN Reg 5 Attachment AC - No Show Choice

See attached document: CCN Reg 5 Attachment AD - Dialysis Rurality Uniques

See attached document: CCN Reg 5 Attachment AE - RESERVED

See attached document: CCN Reg 5 Attachment AF - Home Infusion by Station

See attached document: CCN Reg 5 Attachment AG - Urgent vs Emergent Care

See attached document: CCN Reg 5 Attachment AH - RESERVED

See attached document: CCN Reg 5 Attachment AI – RESERVED

See attached document: CCN Reg 5 Attachment AJ – RESERVED

See attached document: CCN Reg 5 Attachment AK – RESERVED

See attached document: CCN Reg 5 Attachment AL – Community Care Network (CCN) Stakeholders List

See attached document: CCN Reg 5 Attachment AM – ART/IVF Standard Episodes of Care

See attached document: CCN Reg 5 Attachment AN – RESERVED
See attached document: CCN Reg 5 Attachment AO - ART Codes by SEOC
See attached document: CCN Reg 5 Attachment AP - Alaska THP Facility List
See attached document: CCN Reg 5 Attachment AQ - Urgent Care Preventive Code
Exclusion List
See attached document: CCN Reg 5 Attachment AR - SEOC's vs Health Benefits Package
Categories
See attached document: CCN Reg 5 Attachment AS – Waiver Request Template
See attached document: CCN Reg 5 Attachment IA - RESERVED
See attached document: CCN Reg 5 Attachment TA - RESERVED
See attached document: CCN Reg 5 Attachment 1 - PWS Terms and Definitions
See attached document: CCN Reg 5 Attachment 2 - PWS Acronyms and Definitions
See attached document: CCN Reg 5 Attachment 3 - Questions Submission Format
See attached document: CCN Reg 5 Attachment 4 - Past Performance Questionnaire
See attached document: CCN Reg 5 Attachment 5 - VHA Patient Safety Handbook HB
1050.01
See attached document: CCN Reg 5 Attachment 6 - VHA OCC Patient Safety Guidebook
See attached document: CCN Reg 5 Attachment 7 – Past Performance References
See attached document: CCN Reg 5 Attachment 8 - CCN Reg5 Pricing Template
See attached document: CCN Reg 5 Attachment 9 – Table Mapping
See attached document: CCN Reg 5 Attachment 10 – Addendum Provider Data

SECTION E - SOLICITATION PROVISIONS

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

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

1.0 GENERAL INSTRUCTIONS

1.1 This section provides guidance for preparing proposals as well as specific instruction on the format and content of the proposal. Offerors are cautioned to follow the instructions provided in this section carefully to assure the Government receives consistent information. Each Offeror shall comply with the solicitation requirements and submit a clear, concise proposal that includes sufficient detail for the Government's effective evaluation. The instructions describe the type and extent of information required and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) and Attachments contained in this Request for Proposal (RFP) for further insight into the areas that shall be addressed within the proposal. Proposals will be evaluated on the written information submitted by Offeror. The Government intends to make only one contract award from this solicitation. Multiple offers will not be accepted in response to this solicitation.

1.2 The Offeror's proposal shall include all data and information requested in this solicitation and shall be submitted in accordance with these instructions. **Failure to provide proposals in compliance with the instructions specified in this RFP shall render the Offeror's proposal non-responsive and that proposal shall not be further evaluated for an award.** The following acts or omissions by an Offeror shall result in the CO finding the proposal non-responsive, which makes the Offeror ineligible for award:

- (1) Failing or refusing to assent to any of the terms and conditions of the solicitation or its amendments; or
- (2) Proposing additional terms and conditions of this solicitation (excluding those permitted under Section 6.2.2.2); or
- (3) Failing to submit any of the information required by this solicitation; or
- (4) Failure to submit complete Volumes in the manner described for each Volume.

1.3 Section E applies to the solicitation phase only and will not be part of the resulting contract. FAR 52.212-3 Representations and Certifications (OCT 2018), shall be incorporated into the contract by reference per FAR 52.204-19. This information shall be submitted in proposal Volume I.

1.4 The Offeror should not simply rephrase or restate the Government's requirements in its proposal. The Offeror shall provide a clear explanation that addresses how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities and experience, or information presented in the Offeror's proposal, plus any additional past performance information.

1.5 Offerors are advised that the Government will utilize The MITRE Corporation (herein referred to as "MITRE") to assist during the source selection. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR subpart. MITRE is a Federally-Funded Research and Development Center (FFRDC) as authorized in 41 U.S.C 1709(c) is bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data.

1.6 The Government shall evaluate your proposal in accordance with the evaluation criteria set forth within this solicitation. This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal by submitting a proposal in response to this solicitation, it is understood that your proposal shall become a part of the official contract file. Any resultant contract shall include all applicable clauses to the type of contract awarded. Copies of clauses may be obtained by contacting the CO. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, shall be included.

1.7 The Offeror shall affirmatively state within every Volume of the proposal it commits to 1) perform all contract requirements and 2) comply with all the terms and conditions. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale before the proposal due date.

2.0 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST

2.1 The Offeror's attention is directed to FAR subpart 9.5, Organizational and Consultant Conflicts of Interest. For the purpose of these provisions, the term "Offeror" means the Offeror, its subsidiaries, affiliates, partners and marketing consultants, as defined by FAR 9.501, or any of its successors or assignees.

2.2 The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the Organizational Conflict of Interest (OCI) restrictions identified in these provisions.

2.3 The Offeror acknowledges the full force and effect of these provisions. The Government reserves the right, in case of a breach, misrepresentation or nondisclosure, to terminate the resultant contract, disqualify the Offeror from subsequent related contractual efforts, or pursue any remedy permitted by law, regulation or the terms and conditions of this solicitation.

2.4 The Offeror shall submit in writing to the CO that, to the best of the Offeror's knowledge, there are no relevant facts or circumstances concerning any past, present, or potential contracts or financial interest relating to the work to be performed, which could give rise to an OCI as described in FAR subpart 9.5. In the event an actual or

potential OCI exists, the Offeror shall submit a mitigation plan to the CO. The mitigation plan shall effectively demonstrate how the Offeror will mitigate any actual or potential OCI while supporting this contract and any other VA contract. The Offeror shall also provide the CO with information of previous or ongoing work that is in any way associated with this solicitation. The Offeror shall include this OCI documentation in Volume I.

2.5 The CO will review all mitigation plans to determine whether award to the Offeror is consistent with FAR subpart 9.5. If the CO determines that no conflict would arise or that the mitigation plan adequately protects the interest of the Government; the Offeror will be eligible for award. If the CO determines that the mitigation plan is inadequate, remedial actions will be considered, including elimination from the solicitation process, termination of related contract efforts already awarded, or negotiation of the mitigation plan.

3.0 IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

3.1 The Offeror's attention is directed to FAR part 3 and VAAR 803, Improper Business Practices and Personal Consultant Conflicts of Interest. Offerors shall use their legal name and not a shortened version that could be confused with a parent company or other corporation. Use of an acronym is permissible after the first usage of the full legal name in each Volume. The Offeror shall clearly state when its proposal is speaking of itself, its parent company, or a subsidiary.

3.2 Use of former VA/Office of Community Care (OCC)/VHA Employees in Proposal Preparation. The involvement of a former VA/ Office of Community Care (OCC) VHA Employees employee/member in an Offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof if the former VA/Office of Community Care (OCC)/VHA employee/member acquired non-public, competitively-useful information in his or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror shall notify the CO *prior to* the involvement in the proposal preparation by a former VA/Office of Community Care (OCC)/VHA employee/member reasonably expected to have had access to such information.

3.3 Based on the notification, the CO will make a determination whether involvement of the former VA/Office of Community Care (OCC)/VHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The CO will further determine whether any mitigation measures taken or proposed by the Offeror are adequate to alleviate this concern or whether the Offeror will be disqualified from the competition. Failure to comply with these procedures may result in the Offeror's disqualification for award.

4.0 COMMUNICATIONS

4.1 The CO is the official point of contact for this solicitation. The CO has assigned a Contract Specialist (CS) to coordinate with Offerors for solicitation questions, and

submission of proposals. All solicitation documents for this requirement are available on the Federal Business Opportunities (FBO) website at <http://www.fbo.gov>.

4.2 The remarks, explanations, and answers provided by Government representatives, whether orally or in writing, shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a written amendment issued by the CO.

5.0 QUESTIONS AND SUBMISSION

5.1 All proposal Intentions and questions shall be submitted via email to the CO LeShanna.Calahan@va.gov, the CS Tamela.Grandberry@va.gov and SACCCNRegion5@va.gov.

5.2 Include the RFP number in the subject line of all proposal intention, questions, electronic proposal submissions. Indicate your intention to provide a proposal via email on or before close of business on the date specified on the Standard Form (SF)1449, Block 20.

5.3 All questions from potential Offerors regarding this solicitation shall be submitted via email on or before date/time specified on the SF1449, Block 20. Only written questions will be accepted. It is requested that all questions be combined into one Microsoft Word document per offeror and submitted in Attachment 3.

5.4 The electronic and hardcopy of proposals shall be submitted no later than the time specified in SF1449 Block 8, unless this date is changed via a formal amendment.

Electronic copy of the proposals shall be submitted to the CO LeShanna.Calahan@va.gov, the CS Tamela.Grandberry@va.gov and SACCCNRegion5@va.gov.

Hardcopy proposals shall be submitted to:

Strategic Acquisition Center
ATTN: LeShanna Calahan, Contracting Officer
solicitation No.: 36C10G19R0043
10300 Spotsylvania Ave Suite 400
Fredericksburg, VA 22408

Each CD label and the outside cover page of each hardcopy Volume shall be marked as follows:

OFFEROR's COMPANY NAME, e.g., XYZ CORPORATION
36C10G19R0043
Volume Number
CD number (e.g., 1 of 3)
Identify if the data is protected information.
Date the CD was created.

5. 3 The Government is not responsible for confirming receipt. The CO and CS cannot guarantee a confirmation of receipt. In accordance with FAR 52.212-1(f), Offerors are responsible for submitting proposal to reach the Government office designated in the solicitation by the date and time specified in the solicitation. These e-mail inboxes are

the Government office designated in the solicitation as defined in FAR 52.212-1(f)(1) for timely receipt of proposals. This does not include the initial point of entry to the Government infrastructure. Exceptions for late receipt of electronic submissions are specifically outlined in FAR 52.212-1(f)(2). Offerors are encouraged to familiarize themselves with this section and submit proposals no later than 5:00 PM one working day prior to the date specified for receipt due to the anticipated number of submissions that will enter the Government infrastructure. **Proposals received after the closing date and time shall not be accepted.**

5.4 PROPOSAL FILES. Offerors responses shall be submitted in accordance with the following instructions:

5.4.1 Format. The submission shall be clearly indexed and logically assembled. Each Volume shall be clearly identified and shall begin at the top of a page. All pages of each Volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each Volume of the Offerors' submission. The Offeror's proposal shall consist of six (6) physically separated Volumes, in the format and quantities described below; the Volumes shall be legible, organized and marked as indicated.

5.4.2 All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY and are not bound by the 12-point font requirement. All proprietary information shall be clearly and properly marked. FootNOTE:s to text shall not be used. **Additionally, contractors shall not use hyperlinks or embedded files of any kind in any proposal Volume.** If included, these will not be reviewed or evaluated.

5.4.3 Page Limitations: Page limitations shall be treated as maximums. The cover letter, title page, table of contents, table of figures, list of tables , organizational chart and glossary of abbreviations & acronyms do not count against page count limitations. However, be advised that any and all information contained within any table of contents and/or glossary of abbreviations or acronyms submitted with a Offerors response will not be evaluated by the Government. Proposal contents that exceed the stated page limitations will be removed from the proposal by the CO, prior to turning the proposal over to the Government evaluation teams and will not be considered in the evaluations. If the contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offerors page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a Volume, will not be considered in the evaluations. Pages not evaluated due to violation of the margin, font or spacing

restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. A single sheet of paper printed on both sides constitutes two pages.

5.4.4 Note: Joint Photographic Experts Group (JPEG or JPG) images and similar formats containing text, tables, diagrams and charts are graphics files which are NOT searchable. If a picture or screen shot is the only way to provide the information, then the Offeror shall place it within a chart or table that contains a title or such narrative that would allow the Government to find it in a word search. Graphics shall be clear and legible for all documents and all content. Any content included in the proposal that is determined not clear and legible will not be evaluated. Elaborate brochures or documentation binding, detailed artwork, or other embellishments shall not be submitted and if submitted will not be evaluated.

5.4.5 Tables. If tables and/or charts, are used within Volumes II and III, the Offeror shall ensure the information is captured within the narrative portion of the proposal. The information does not need to be duplicated in its entirety in multiple locations, but the narrative should reference the tables and charts. No part of a Volume shall incorporate by reference portions of other Volumes of the proposal (e.g., Volume IV, Price Proposal, shall not be referenced in Volume I, Technical Proposal). Information may be referenced within the same Volume rather than duplicating the information within that Volume.

5.4.6 Hard Copies. Hard copy proposals shall be exact duplicates of the electronic versions in both content and format. In instances where the paper copy differs from the electronic copy, the electronic copy shall prevail. Paper copies shall be separated by Volume, each in a 3-ring binder and identified with the Offeror's name, Volume number, Volume title, proposal date and solicitation number. Hard copy proposals shall be printed double-sided with sequential page numbers at the bottom of each printed page.

5.4.7 File Packaging. **Do not compress (zip) proposal files.** VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, **.zip file extensions will be permanently stripped from email traffic and will not be recoverable.** Due to VA email file size restrictions (10 MB), Offerors are encouraged to logically separate their proposal into separate emails (ie. one email per Volume). If this is necessary, Offerors shall attempt to contain complete Volume within single email transmissions (and not split Volumes). Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission. Table 1 below contains the file name, page limits requirements, number of copies for each Volume:

Table 1: File Name, Page Limitations

Volume Number	Evaluation Factor	File Name	Total Page Limitations	Number of Hard Copies	Number of Electronic Copies

An organizational chart shall be the first page in each Volume (I – VI). The organization chart shall identify the Offeror, subcontractor(s), partner(s), joint venture. There is no page limit on the Organization chart.

Volume I	SF1449, Amendments & Other Documents	[OfferorName]Other.pdf	None	1	1
Volume II	Technical	[OfferorName] Technical.pdf	120 (excludes waivers and addendum) Completed in Attachment AS - Waiver Request template – max 8 pages Addendum - None	1	1
Volume III	Past Performance	[OfferorName] PP.pdf	Completed in Attachment 7 - 6 pages	1	1
Volume IV	Price w/ Basis of Estimate (BOE) narrative	[OfferorName]Price.xlsx [OfferorName]BOEPrice.pdf	Attachment 8 – None / 33 pages per BOE narrative	1	1
Volume V	Veterans Involvement	[OfferorName]Vet.pdf	None	1	1
Volume VI	Small Business Subcontracting Plan	[OfferorName]SBSP.pdf	None	1	1

6.0 VOLUME SUBMISSIONS

6.1 VOLUME I – SF1449, AMENDMENTS & OTHER DOCUMENTS

6.1.1 Volume I shall contain the signed original of all documents requiring the Offeror's signature. The Offeror shall complete Attachment 9: Table Mapping (TAB 1– Volume I). Attachment 9 shall map the Offeror's proposal to the solicitation requirements in Volume I.

6.1.2 Offeror shall submit the OCI information as stated in 2.0.

6.1.3 Offerors shall complete, sign, and date their offer at Blocks 30a through 30c of the SF1449 and any amendments, if any. Evaluation of proposals received in response to the solicitation is projected to require up to 10 months to complete. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. Proposal shall remain valid for 10 months after proposal submission.

6.1.4 The Offeror shall complete FAR provisions 52.209-2 Prohibition on Contracting with Inverted Domestic Corporation Representation (NOV 2015), 52.209-5 Certification Regarding Responsibility Matters (OCT 2015), 52.209-7 Information Regarding Responsibility Matters (OCT 2018), 52.209-11 Representation by Corporation Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal (FEB 2016), 52.212-3, Representations and Certifications (OCT 2018), if not completed in System for Award Management (SAM). All Offerors shall be certified in SAM (www.sam.gov) under NAICS code identified in SF1449, Block 10.

6.1.5 Any proposed terms and conditions and/or assumptions upon which the proposal is predicated. Contractors are hereby advised that any contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation (exceptions in 6.2.2.2) may render the proposal non-responsive, and thus ineligible for award.

6.1.6 The Offeror shall include a cover page in Volume VI, identifying the Offeror's point of contact (POC) authorized to communicate throughout the solicitation process and who has full authority to bind the company. The Offeror shall provide the following POC information: Full name, title, e-mail address, phone number, fax number, and level of authority.

6.1.7 The Service Contract Act applies to this solicitation for those labor categories defined as "service employees" in FAR 22.1001: Service employee means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or Subcontractor and such persons. See applicable FAR Clauses in Section I: 52.222-41, Service Contract Act of 1965; 52.222-42, Statement of Equivalent Rates for Federal Hires; and 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts).

6.1.8 The place of performance for this solicitation is Alaska, the Offeror shall obtain the wage determination from the Department of Labor website, <https://beta.sam.gov/>. When selecting the wage determination, Offerors shall use active only key word search for the state "Alaska" for the place of performance of service employees based upon their place of performance: proper state and proper county using the odd number wage determinations. The even number wage determinations are not applicable to this solicitation. The wage determination(s) used by the Offeror shall be submitted in Volume IV - Price. The CO will incorporate the most current version(s) of the applicable

Wage Determination(s) as an attachment to the contract and will incorporate any revisions annually thereafter with the exercise of any option period. If the Offeror's employees are covered by a Collective Bargaining Agreement (CBA), the rates from the CBA shall be submitted in place of the wage determination(s) (See FAR subpart 22.1009).

6.1.9 Prior to award the apparent awardees will be subject to a responsibility determination in accordance with FAR 9.104. All Offerors shall submit documentation that demonstrates adequate financial resources. Adequate financial resources shall be demonstrated by submission of documentation that proves available cash balances for the Offeror, liquid assets that can be readily converted to cash, or irrevocable letters of credit in the amount of \$50,000,000.00. The financial information submitted or other information available will be considered by the CO in making a responsibility determination. Document shall be signed and original shall be included in Volume I. If an Offeror fails to submit the required financial information, it shall result in the CO determining the Offeror non-responsive and ineligible for award of a contract.

6.2 VOLUME II- TECHNICAL

The Offeror shall clearly describe the technical solution and overall approach to the solicitation requirements as identified in the PWS which will be evaluated against the rating criteria specified in the solicitation. Each subfactor shall only contain information related to that subfactor. The Offeror shall complete Attachment 9: Table Mapping (TAB 2 – Volume II). Attachment 9 shall map the Offeror's proposal to the solicitation requirements in Volume II.

The proposal will be initially evaluated on a "Go" / "No Go" (Technical Subfactor 1 – Corporate Experience/Capability) basis to determine if they have demonstrated experience in managing a medical healthcare network. Only those Offerors who receive a "Go" rating will be further evaluated.

The Offeror's Technical Volume shall describe the following:

6.2.1 Technical Subfactor 1 – Corporate Experience/Capability

6.2.1.1 The Offeror shall demonstrate experience managing a medical healthcare network.

1. The Offeror shall provide evidence it has the demonstrated experience managing a medical healthcare network in Alaska. Evidence to include where and what healthcare services the Offeror has experience with.
2. As a prime or joint venture, provide your corporate background, experience, and qualifications managing a healthcare network (medical, and pharmacy) in Alaska.
3. As an affiliate/parent organization, provide your corporate background, experience, and qualifications managing a healthcare network (medical, and pharmacy) in Alaska.
4. Provide your experience managing a healthcare network (medical and pharmacy).
5. Provide your capabilities that will be applied to CCN Region 5.

6.2.2 Technical Subfactor 2 – Build, Implement and Deploy the CCN Network

6.2.2.1 The Offeror shall describe its approach to building a comprehensive network in Region 5 for Urban, Rural and Highly Rural to meet access standards stated in PWS Section 3.1 Table 1 and 2 and PWS Section 15.2, Table 19. The Offeror shall provide its approach to building its network for urban, rural and highly rural areas for the following to meet Healthcare Delivery (HCD).

1. CCN Healthcare
2. CIHS
3. Dental
4. Urgent Emergent Pharmacy
5. Urgent Walk-in Care

6.2.2.2 The Offeror shall identify and submit waiver requests using the guidance provided in PWS Section 3.6.1 for those categories of care it intends to request waivers for due to unavailability, scarcity or inability to meet access standards. The Offeror shall propose Quality Assurance Surveillance Plan (QASP) performance objectives/Elements, Acceptable Quality Level (AQL) for each category of care that a waiver will be submitted and follow the format in the QASP (Attachment B-A).

6.2.2.3 The Offeror will also describe its approach to accreditation and credentialing to ensure its providers are credentialed to include delegation of credentialing and if providers are not credentialed under an accredited credentialing process.

6.2.2.4 The Offeror shall provide its implementation approach to meet HCD. The Offeror shall address the following:

1. VA's Data Access Service (DAS) Integration in PWS Section 18.4 "VA System Integration Requirements."
2. Provider education in PWS Section 10.1.2, "Contractor CCN Provider and Contractor Personnel Outreach and Education Program" items 1-6, PWS Section 10.1.2.1 Provider Only Training, PWS Section 10.4, "Training Programs for Administration of Non-VA Health Care as Required Under the MISSION Act, Section 122" item number 1 and 10.5 "Opioid Training Requirements Under the MISSION Act, Section 131" item number 2.
3. Data exchanges referenced in PWS Section 19.4, "Data Transmissions."
4. Customer service in PWS Section 6.1 "Contractor VA Support Call Center Functions, and PWS Section 6.2 "CCN Provider Call Center Function.
5. Technologies referenced in PWS Section 18.3, "Contractor System Access", PWS Section 18.7 VA Community Care Provider Portal, PWS Section 18.8 "Contractor Self Service Website", PWS Section 18.12, "18.12 Submission of EDI Transactions", PWS Section 18.15.1, "Contractor Provider Data", and PWS Section 18.15.2, "VA Provider Data".

6.2.2.5 The Offeror shall provide its approach to prepare for deployment.

6.2.2.6 The Offeror shall explain how its existing network shall assist in achieving HCD within 6 months. The Offeror shall describe its panel participation (number of available appointments by provider on a weekly and monthly basis) for VA. The Offeror shall

provide an Addendum to the Technical Volume in Excel format. The Excel file shall contain the current unique providers within your network (unique providers who have multiple locations shall provide each location), , by borough, each NPI with specialty designation and panel participation.

6.2.3 Technical Subfactor 3 – Maintaining the Network and Program Management

6.2.3.1 The Offeror shall provide its approach to maintaining the Network and Program Management from HCD through the end of the period of performance.

6.2.3.2 The Offeror shall describe its approach to maintaining a comprehensive network in Region 5 for Urban, Rural and Highly Rural. The Offeror shall monitor and maintain network adequacy and maintain access standards stated in PWS Section 3.1 Table 1 and 2 and PWS Section 15.2, Table 19..

6.2.3.3 The Offeror shall address the following:

1. CCN Healthcare
2. CIHS
3. Dental
4. Urgent Emergent Pharmacy
5. Urgent Walk-in Care

6.2.3.4 The Offeror shall provide its approach to ensure providers maintain credentialing (PWS Section 3.7.1).

6.2.3.5 Clinical Quality and Patient Safety - The Offeror shall describe its approach for ensuring consistent and positive clinical outcomes and the method of how they will be reported back to the VA. The Offeror shall provide its approach in accordance with PWS Section 14.1. Specifically, the Offeror shall provide:

1. Description of the quality monitoring activities for patient safety, clinical quality assurance, clinical quality improvement, and clinical quality peer review.
2. Detailed description of the purpose, methods, proposed goals, and objectives designed to ensure the highest quality of clinical care under this contract.
3. Description of the process to work with the VHA Office of Community Care (OCC) to align clinical quality monitoring and patient safety activities.
4. Provide documentation for how Clinical Quality Peer Reviews will be conducted including committee structure and membership, oversight, scoring, and reporting of findings. The Offeror shall describe the clinical quality peer review committee's composition, qualifications, and quorum of voting members to conduct clinical quality peer review, and frequency of the meetings. The Offeror shall detail the framework of review, analysis, education presentations, and oversight used to ensure responsible quality improvement participation by network physicians and affiliated practitioners.
5. Description of how the Offeror will track, trend and report interventions to resolve Potential Quality Issues (PQI), Potential Quality Issues (PQI), Potential Safety Issues (PSI), Identified Quality Issues (IQI), or Identified Safety Issues (ISI) using performance metrics such as the National Quality Forum (Serious Reportable Events, CMS Hospital Acquired Conditions, and Agency for Healthcare Research

and Quality Patient Safety Indicators).

6.2.3.6 The Offeror shall provide its approach manage eligibility determination to support the flu vaccine and Urgent Care in accordance with PWS Section 5.0.

6.2.3.7 The Offeror shall provide its approach to customer service in accordance with PWS Section 6.0 items 1-5.

6.2.3.8 The Offeror shall provide its approach to managing referrals in accordance with PWS Section 7.2 Table 12 and PWS Section 7.3 Table 13.

6.2.3.9 The Offeror shall provide its approach demonstrating to timely and accurate payments to its providers.

6.2.3.10 The Offeror shall provide its approach and system capabilities on how it will apply Alaska, VA and Tribal Health Fee Schedules of individual episodes of care in accordance with the CLINs to ensure timely and accurate payments made to network providers and accurate invoicing to VA.

6.2.3.11 The Offeror shall describe its flexibility and adaptability to quickly create and modify claims processing (Healthcare, Pharmacy, Dental) business rules within the systems that will be used to support CCN.

6.2.3.12 The Offeror shall describe its approach to providing pharmacy benefits management in accordance with PWS Section 15.0 and 15.1.

6.2.3.13 The Offeror shall provide its approach to Technology in accordance with PWS Section 18.1, "Contractor Software Configuration Management Requirements" and PWS Section 18.9, "Contractor Reporting and Data Submission".

6.2.3.14 The Offeror shall provide its approach to data analytics in accordance with PWS Section 19.1, "Data Specification", PWS Section 19.2, "19.2 Data Repository and Data Repository Relational Database Schema", and PWS Section 19.5, "Data Integrity".

6.3 VOLUME II – PAST PERFORMANCE

6.3.1 The Offeror shall complete Attachment 7: Past Performance References in their entirety, listing a total of three contracts/orders for work either currently being performed or that has been performed within the current/past three years for services described in the PWS. The Government will make the determination of recent, relevant (based on size, scope, and complexity of requirement), and quality.

6.3.2 Contracts/Blanket Purchase Agreements/Basic Ordering Agreement/Orders listed may include those entered into with the Federal Government, Agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition. For the purposes of

this solicitation, a major subcontract is defined as 20% of the total contract effort. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

6.3.3 Offerors shall indicate on Attachment 7 if there are Contractor Performance Assessment Reporting System (CPARS)/Past Performance Information Retrieval System (PPIRS) report(s) available for each reference. In the event an assessment was not completed in CPARS/PPIRS for the reference, Offerors shall identify the reference point of contact (POC). In the event assessment report is not available, the Government will contact the reference point to complete the Past Performance Questionnaire (PPQ) (See Attachment 4 of this solicitation). **PPQs will only be evaluated for those references that do not have a CPARS/PPIRS report available.**

6.3.4 The Government may consider past performance information obtained through other sources which is reasonably available and determined to be relevant. Past performance information obtained will be used for both the responsibility determination and best value decision. Offerors shall indicate in the Past Performance Volume if they have no record of relevant or recent past performance.

6.4 VOLUME IV – PRICE

6.4.1 Offerors shall submit their prices in Attachment 9: "CCN Reg5 Pricing Template" ("Pricing Template" or "Schedule of Services") and provide an explanatory narrative that the Offeror provides as the basis for their proposed price. The Offeror's completed pricing template and narrative constitutes its offer to the Government. The electronic price proposal narrative shall be in Microsoft Word, and the price proposal calculations shall be in Excel. The electronic price proposal shall duplicate the hardcopy version. Submitted files shall contain all formulas, calculations, and worksheet/workbook links, if any, used to compute the proposed amounts. The formulas, calculations, and links shall not be hidden for the Government to verify the accuracy of the data. Print image files or those files/worksheets containing only values are not acceptable. 7.7.15 Offerors shall provide a narrative description of its price proposal that shall clearly provide a Basis of Estimate (BOE) for CLIN Group B and describe any additional conditions or exceptions upon which its cost proposal is based. The BOE shall include source of prices, source of inflation index, geographic location, and any assumptions that impact the price proposal.

6.4.2 The Pricing Template, also known as the schedule of services, contains Contract Line Item Numbers (CLINs) with varying pricing methodologies. Some CLINs and sub CLINS use existing fee schedules (i.e., Alaska fee schedules, Tribal agreement rates, and Medicare rates) (please refer to CLIN Group A in Table 2). The VA requires the Offeror to propose pricing for all priced CLINs, for each applicable year of the period of performance, i.e., populate all the green cells located in the "Main Pricing Sheet," and "Pricing Sheet (CLIN XY20)" tabs of the Pricing Template and submit in Excel .xlsx format. Note X always stands for the region number, i.e., 5, while Y stands for the varying year of the contract, with zero being the base year. Please refer to Section B, Schedule of Services, in the RFP document for a description of each of the CLINS. Table 2: Pricing Group Definitions

, applies related lexicon groupings for CLINs and their associated pricing methodologies.

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Table 2: Pricing Group Definitions

CLIN Group A	CLIN Group B
Pre-Priced/Informational (Not Priced by Offeror)	Priced (Price Proposal Required)
XY01, XY03, XY04, XY04AA, XY04B, XY06, XY07, XY08, XY09AD, XY10, XY13, XY21AD, XY22	XY05, XY09AA, XY09AB, XY09AC, XY11AA, XY11AB, XY11AC, XY11AD, XY14, XY20, XY21, XY21AA, XY21AB, XY21AC, XY23,

6.4.3 Note: The following CLINS XY02, XY15, XY16, XY17, XY18, and XY19 have been retained/reserved to align with other CCN acquisitions. CLIN XY13 exists for contractual Government data rights purposes and has no price associated with it.

6.4.4 Main Pricing Sheet: The Offeror shall input their proposed prices/rates in the green colored cells for CLIN Groups B for base, and option periods, as applicable. Offerors proposed prices for Option Period 7 will be used to determine the price for the optional extension period for evaluation purposes.

6.4.5 For XY05 Offerors shall just provide the unit price to administer a single flu shot. Cost of the flu serum should be captured under CLIN XY01 and will be the same for all Offerors. Offerors shall propose a unit price, in dollars, applicable across Region 5, for administering flu vaccination to eligible Veterans.

6.4.6 For, XY09AA, XY09AB Offerors shall propose a unit price, one for branded (CLIN XY09AA) drugs and one for generic drugs (XY09AB), excluding dispensing fee, as a percentage of the AWP price, applicable across Region 5. In addition, Offerors shall propose a unit price, in dollars, for dispensing fee per non-tribal prescription (XY09AC). For example, if the intent is to propose a percentage that is 20% lower than the standard specified, please state 80%; similarly, if the intent is to propose a rate that is 20% higher than the standard specified, please state 120%. XY09 shall be used for the urgent/emergent needs of eligible Veterans.

6.4.7 For, XY11AA in addition to submitting the overall price, the Offeror shall provide a BOE that specifically address cost components of A) Network Maintenance, B) Claims and IT, and C) Management and other. The BOE that supports reasonableness may be submitted as additional excel tabs or as part of the narrative. Offerors shall propose a unit price, in dollars, for each Active Veteran per month for Sub-CLINs XY11AA, XY11AB, and XY11AC. For XY11AD, Offerors shall propose a unit price, in dollars, for each active collateral (donor/partner) per month.

6.4.8 For CLINs XY12AA, XY12AB, XY12AC Offerors shall propose a lump sum price, in dollars, to be paid out based on milestones completed by the Offeror. Offerors should provide supporting detail with BOEs in the form additional supporting Excel tabs or narrative. The detail should categorize costs as either AA) building out the network, AB) IT related, AC) project management (preparation of formal deliverables etc.) and other. Offerors shall include milestones associated with meeting concrete goals of signing up a target number of providers, IT and claim system readiness, and achievement of Offeror

proposed staffing goals. Offerors shall have flexibility on the number and timing of the milestones. The Offeror shall complete and submit a performance-based payment milestone schedule associated with CLIN XY12AA-AC to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones.

6.4.9 For CLIN XY12AD, Offerors shall propose a lump sum price, in dollars, for total incremental cost to transition-out above and beyond the status quo, applicable if Transition Out services are exercised by VA in a specific option year. The Offeror shall complete and submit a performance-based payment milestone schedule associated with CLIN XY12 to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones.

6.4.10 For CLIN XY14, Offerors shall provide a total price of conducting the audit, composed solely of the independent subcontractor cost, maximum Other Direct Cost (ODC). The proposed CLIN XY14 prices for each period of performance will be added together resulting in the Offeror's Total Evaluated Price (TEP) for CLIN XY14.

6.4.11 Pricing Sheet (CLIN XY20): Offerors shall propose unit prices, in dollars, for the CPT codes provided in the "Pricing Sheet (CLIN XY20)" tab of the Pricing Template. An episode of care shall be designated by a primary ART authorization associated with a Veteran and his/her spouse. Note: The number of VA authorizations for Region 5 under a similar contract is shown in Attachment AJ. Related administrative services are included under CLIN XY11AA for the Veteran and CLIN XY11AD for the collateral of Veteran (partner/donor). Implementation costs should be detailed in their BOE for CLIN XY12. See Attachment AM- ART IVF SEOC, for a definition of the maximum set of services that can fall under a single authorization.

6.4.12 For, XY21AA, XY21AB Offerors shall propose their rate as a percentage of average wholesale price (AWP). For example, if the intent is to propose a percentage that is 20% lower than the standard specified, please state 80%; similarly, if the intent is to propose a rate that is 20% higher than the standard specified, please state 120%. Sub-CLIN XY21AC will be a fixed price per pharmacy visit. Corresponding percentages/fees for XY21 shall be identical for corresponding Sub-CLIN of CLIN XY21. Only the volumes and nominal AWP price will differ in estimating the TEP of the CLIN. Sub-CLINs XY21 will only be exercised in the case of a disaster that prevents VA's mail order pharmacy from delivering drugs to Veterans.

6.4.13 For CLIN XY23, Transplants, Offerors shall propose a percent of negotiated billed charges for transplants. The offeror shall price out a sample task order of 1 kidney transplant, 1 liver transplant, and 1 cornea (2 eyes) per year. The number of Alaskan Veterans that had transplants in 2018 was 10 and most of that care was done out of state. The offeror may offer innovative solutions such as having traveling providers travel to Alaska to perform transplants. Other transplants types will be in the scope of the contract and the offeror can provide information on the types of transplants that they can or cannot support. At a minimum the offeror shall provide the percent, and the sample cost to VA of each of the 3 sample transplants, and associated BOE. Please create a supporting tab for the supporting costs of the sample task order.

6.4.14 If an offer is not received from a HubZone small business concern the price

evaluation will ignore the price evaluation preference for HubZone small business concerns (FAR 52.219-4).

6.4.15 Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two-digit unit price multiplied by the item quantity equals the two-digit total item price (there shall be no rounding). Offerors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display more than two decimal places.

6.5 VOLUME V – VETERANS INVOLVEMENT

6.5.1 For SDVOSB/VOSB concerns: In order to receive credit under this Factor, a Contractor shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. SDVOSB and VOSB Contractors are cautioned that they shall be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) to receive credit under the Veterans Involvement Factor.

6.5.2 For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, a prime Contractor shall state in this Volume, the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB Subcontractors shall be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veterans Involvement Factor.

6.5.3 Note that the Government requires the Contractor to honor the evaluation factor commitment to the SDVOSB/VOSB concern throughout the life of the Task Order/Contract and any subsequent orders, or to substitute one or more SDVOSB/VOSB businesses for subcontract work of the same or similar value (percentage) in accordance with VAAR 852.215-71 Evaluation Factor Commitments. With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

6.6 Volume V – Small Business Subcontracting Plan

6.6.1 NOTE: Subcontracting plans are not required from small business concerns. A small business offeror shall include a statement in the proposal certifying they are small business in SAM (www.sam.gov) under NAICS identified in SF1449, Block 10.

6.6.2 Large businesses must establish a subcontracting plan with specific dollar and percent goals for subcontracting to small, HUBZone small, small disadvantaged, small women-owned, veteran-owned small, and service-disabled veteran-owned small business firms. This plan must be in place prior to contract award and is updated annually. More information is available at <http://www.va.gov/oal/business/fss/sbsp.asp> including current subcontracting plan templates and VA's subcontracting goals/percentages. NOTE: This is a suggested format only. Other formats are

acceptable; however, all identified elements must be included for your plan to be processed and approved.

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of fixed price IDIQ with an incentive plan.

(End of Provision)

E.3 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: Hand-Carried Address:

U.S. Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

Mailing Address:

U.S. Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

(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.4 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): www.acquisition.gov and www.farsite.hill.af.mil.

FAR NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	OCT 2018
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.2014-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.5 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

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

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

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

(End of Provision)

E.6 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

- (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.7 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

(End of Addendum to 52.212-1)

E.8 ADDENDUM 52.212-2 EVALUATION FACTORS

1.0 BASIS FOR AWARD

1.1 This is a competitive acquisition for the award of commercially available services. The acquisition will result in a single-award, Indefinite Delivery Indefinite Quantity (IDIQ) contract. This procurement is being conducted in accordance with FAR subpart part 12 in conjunction with the policies and procedures for solicitation, evaluation and award prescribed in FAR subpart part 15, VAAR 815, and evaluation factors herein after described. SAC has established a Source Selection Evaluation Board to evaluate proposals submitted in response to this solicitation. The Source Selection Authority (SSA) will select an Offeror for contract award that represents the best value to the Government, price and other factors considered.

1.2 The Offeror shall furnish adequate and specific information in its proposal response consistent with the instructions set forth in Section E.1. Cursory proposal responses that merely repeat or reformulate the PWS are not acceptable and will be eliminated from consideration before the evaluation. Failure to comply with the terms and conditions of the solicitation shall result in the Offeror being removed from consideration for award. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

1.3 The Government reserves the right to establish a competitive range. Further, the Government reserves the right, in accordance with FAR 52.215-1(f)(4) to reduce the number of contractors in the competitive range in order to conduct efficient competition. All Offerors excluded from competitive range will be provided notice. It is the Government's intent to award without discussions or exchanges with Offerors (except clarifications as described in FAR 15.306(a)). However, the Government reserves the right to hold discussions if the CO later determines necessary.

2.0 FACTORS TO BE EVALUATED (IN ORDER OF PRECEDENCE)

- Technical
 - Subfactor 1 – Corporate Experience/Capability (“Go”/ “No Go”)
 - Subfactor 2 - Build, Implement and Deploy Network
 - Subfactor 3 – Maintaining the Network and Program Management
- Past Performance
- Price
- Veterans Involvement
- Small Business Subcontracting Plan

3.0 RELATIVE OF IMPORTANCE

3.1 The Technical Factor is **more important** than the Past Performance Factor, which is **more important** than the Price, which is **more important** than Veterans Involvement. To receive consideration for award, a rating of no less than “GO” shall be achieved for subfactor 1 and a rating of "Satisfactory" shall be achieved for the Technical Factors. Technical subfactors 2 and 3 are of equal importance. The non-Price factors combined are **significantly more** important than the Price factor.

3.0 EVALUATION APPROACH

3.1 Volumes I-VI will be evaluated for conformance with solicitation requirements. Proposals that contain missing/incomplete information and/or non-adherence to instructions provided in Section E.1 Addendum to FAR 52.212-1 of the solicitation shall be deemed non-responsive and will be eliminated from further consideration of award.

3.2.1 “Go” / “No Go”–**Subfactor 1 – Corporate Experience/Capability** – The Offeror will be evaluated to determine whether the organization has the experience and capabilities to manage a comprehensive healthcare network inclusive of medical and dental providers, pharmacy benefits management, similar to the diverse and expansive market including geographic and demographics of Region 5. Only those Offerors who receive a “Go” rating will be further evaluated. Offerors who received a “No Go” will be eliminated from further consideration of award.

Understanding of the Problem – Subfactor’s 2 and 3 of the offeror’s proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation; and the extent to which uncertainties are identified and resolutions proposed.

Feasibility of Approach – Subfactors 2 and 3 of the offeror’s proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided to the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

Subfactor 2 – Build, Implement and Deploy the Network – The Offeror’s understanding

of the problem and the feasibility of the approach to building the network in Region 5 for Urban, Rural, Highly Rural to include CCN Healthcare, CIHS, Pharmacy Dentistry by day one (1) of Healthcare Delivery (HCD). VA will evaluate the Offeror's existing network and panel availability against historical data provided in "Attachment E: Summary Demand Data" as part of its determination of the feasibility of the Offeror's approach to successfully meet contract requirements by day one of Healthcare Delivery (HCD) for each category of care throughout the state. The Offeror shall be evaluated for its ability to build a network in urban, rural and highly rural for all categories of care. The Offeror's implementation and deployment approach from contract award to healthcare delivery outside of building the network to include building the infrastructure, technology requirements, and customer service will be evaluated for understanding of the problem and feasibility of approach.

Subfactor 3 – Maintaining the Network and Program Management – The Offeror's understanding of the problem and the feasibility of the Offeror's approach to maintaining the network to include credentialing, and provider relations. The Offeror shall be evaluated for its ability to maintain network adequacy in rural and highly rural for all categories of care. The Offeror will also be evaluated for its program management approach from HCD to the end of contract for understanding of the problem and feasibility of the approach to include managing all lines of business to support the requirements.

3.3 VOLUME III - PAST PERFORMANCE

3.3.1 Past performance will be evaluated to determine whether each reference is recent (within the past three years), relevant (based on size, scope, and complexity to this requirement), and reflects performance which is satisfactory or better (quality). The offeror will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements similar in size, scope, and complexity to this solicitation.

3.3.1.1 Recent is defined as within the last three fiscal years of the solicitation closing date identified in SF1449, Block 8, unless this date is changed via a formal amendment.

3.3.1.2 Relevant is defined as a contract that is similar in size, scope, and complexity of the requirements in the solicitation. Size will be determined similar in size if the reference meets or exceeds \$100,000,000 in healthcare, dental and/or pharmacy claims paid within a 12-month period or if the geographic coverage area and population density less than 50 persons per square mile for the healthcare, dental and/or pharmacy network. Scope references will be determined similar in scope if the reference includes experience as outlined in the PWS Sections 2.0 – 19.0. Complexity will be determined similar in complexity if the reference includes payment of healthcare claims in accordance with Medicare payment rules, transmission of healthcare claims using a clearinghouse, return of medical documentation and building a rural network.

3.3.2 In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

3.4 VOLUME IV - PRICE

3.4.1 The Offeror's submission for Volume IV, Price will be evaluated in terms of completeness, price reasonableness, using one or more of the techniques defined in FAR 15.404-1 (a)(1) in order to ensure pricing that is fair and reasonable. A final contract price (Sum of Group A and Group B and incentive) will be calculated to establish the final contract value. The BOE shall demonstrate the offered price is reasonable and that the risk to the Government acceptable.

3.4.2 Group A CLINs are priced at pre-established rates and are not evaluated. CLINs in Group B will be evaluated as described below. Please see Table 2: Pricing Group Definitions

in Section E.1 for the list of CLINs under Group A and B. The CLINs listed in Group B, shall be evaluated on an individual basis and as a group for fair and reasonable pricing in addition to being added together to determine the Group B TEP.

3.4.3 The **Total Evaluated Price (TEP) of each Group B CLIN and Group B as a whole** is calculated by summing the product of unit price proposals to volume data for each period of performance. CLIN specific detail related to the calculation of the TEP for each Group B CLIN is provided below.

CLIN XY05: The proposed price for each period of performance will be multiplied by the estimated Volume of vaccination administrations, as seen in the table below, and summed together per period of performance. This results in the Offeror's Total Evaluated Price for CLIN XY05. Volumes in the first partial fiscal year will be adjusted appropriately if the expected award date changes.

Table 3: CLIN XY05 Volume Data by Fiscal Year

CLIN	2020	2021	2022	2023	2024	2025	2026	2027	2028
CLIN XY05	1,746	7,076	7,163	7,242	7,315	7,384	7,448	7,508	5,670

CLIN XY09: Offeror's proposed prices, for each period of performance will be multiplied by the estimated Volume of prescriptions, as seen in the table below, and summed together. A percentage of the Average Wholesale Price (AWP), for Sub-CLINs XY09AA and XY09AB will be multiplied by the VA's estimated AWP and projected urgent/emergent prescription Volumes show in Tables 4 and 5.

Table 4: Projected Prescription Volume by Fiscal Year

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026	2027	2028
Urgent and Emergent Medication	380	4,692	4,811	4,928	5,042	5,153	5,259	5,362	2,730
Brand Name Medication	33	405	415	426	435	445	454	463	236
Generic Medication	347	4,287	4,396	4,503	4,607	4,708	4,805	4,899	2,494

Table 4: Projected Prescription Volume by Fiscal Year represents the unit cost of urgent/emergent prescriptions and the corresponding Volume projections that will be applied to the Offerors' proposed percentage of AWP. For evaluation purposes, all project Volumes assume HCD delivery starts six months after contract award.

Table 5: Projected Estimate AWP Proxy Price TY\$

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026	2027	2028
Urgent and Emergent Medication									
Brand Name Medication	\$156.25	\$167.19	\$178.89	\$191.42	\$204.82	\$219.15	\$234.49	\$250.91	\$268.47
Generic Medication	\$56.41	\$60.36	\$64.58	\$69.10	\$73.94	\$79.12	\$84.65	\$90.58	\$96.92
Medication (Disaster Response)									
Brand Name Medication (Disaster Response)	\$624.51	\$668.23	\$715.00	\$765.05	\$818.61	\$875.91	\$937.22	\$1,002.83	\$1,073.02
Generic Medication (Disaster Response)	\$251.71	\$269.33	\$288.18	\$308.35	\$329.94	\$353.03	\$377.75	\$404.19	\$432.48

NOTE: The values reflect past variability in dosage quantities of pills per day and assume a supply of drugs **up to** a max of 14 days (average is less) for non-disaster prescriptions.

CLIN XY11: Offerors' proposed unit rates, in dollars, for each Sub-CLIN will be multiplied by Volumes which are contained in Table 6 for each year of the PoP for each Sub-CLIN. The results (across the PoP for each Sub-CLIN) will be added together, resulting in the Offeror's Total Evaluated Price for CLIN XY11AA, XY11AB, XY11AC, and XY11AD. The Volume below is the cumulative sum of unique (within a month timeframe) Veterans that receive care each month over the period of 12 months.

Table 6: CLIN XY11 Active Veteran Volume by Fiscal Year

CLIN	DESCRIPTION	2020	2021	2022	2023	2024	2025	2026	2027	2028
5Y11AA	Administrative Services for Healthcare Services	3,471	47,070	48,270	49,443	50,585	51,693	52,763	53,792	27,388
5Y11AB	Administrative Services for Dental	147	1,819	1,865	1,910	1,954	1,997	2,038	2,078	1,058
5Y11AC	Administrative Services for Pharmacy Benefit Management (PBM)	3,380	41,233	41,799	42,327	42,814	43,281	43,718	44,131	22,251
5Y11AD	Administrative Services for Assisted Reproductive Technology services (ART)	2	24	25	26	27	28	29	30	16

CLIN XY12AA, AB, AC: The sum of implementation costs will contribute to the overall sum of TEPs.

CLIN XY12AD: For price that contributes to the sum of the TEPs VA shall use the maximum price of all years, after inflation adjustment to 2027 dollars, as including all years as transition out years would overcount the cost.

CLIN XY14: The price shall contribute to the sum of the TEPs.

CLIN XY20: Offerors' proposed unit rates for CLIN XY20, aligned to the sample of CPT will be multiplied by an expected Volume. Guidance on the expected small Volume can be found in the pricing template. The results will be added together, resulting in the Offeror's TEP for CLIN XY20.

CLIN XY21: Offeror's proposed prices, for each period of performance will be multiplied by the estimated Volume of prescriptions, as seen in the table below, and summed together. A percentage of the Average Wholesale Price (AWP), for Sub-CLINs XY21AA and XY21AB will be multiplied by the VA's estimated AWP and projected urgent/emergent prescription Volumes show in Tables 4 above and 7 below.

Table 7: Disaster Response Prescription Volume by Fiscal Year

DESCRIPTION	2020	2021	2022	2023	2024	2025	2026	2027	2028
Medication (Disaster Response)	791	9,637	9,755	9,864	9,962	10,056	10,143	10,225	5,148
Brand Name Medication (Disaster Response)	68	832	842	852	860	868	876	883	445
Generic Medication (Disaster Response)	723	8,805	8,913	9,012	9,102	9,188	9,267	9,342	4,704

For evaluation purposes, it is assumed that two major disaster occur during the life of the contract, that impact the entire region for a one-month period. Since the exact timing of a disaster can never be known, this estimated volume is spread evenly over the full contract life for the purposes of evaluation. However, in operation volume will spike during a disaster, and Veterans will be able to use any network pharmacy to get their medication. Also, it is possible that a disaster may be declared in only a limited geographical area. Since the VA is not requiring pharmacies to stock any minimum quantity, percentage pricing for sub-CLINs XY21, shall be identical to that of sub-CLINs XY09.

CLIN XY23: The TEP for this CLIN shall be the Government's estimated total cost of the sample task order.

3.4.4 For the purposes of the award, the Government intends to evaluate the option to extend services, provided under FAR subpart 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR subpart 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR subpart 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes. This evaluation will not obligate the Government to exercise any option under FAR subpart 52.217-8.

3.2 VOLUME II - TECHNICAL

3.5 VOLUME V - VETERANS INVOLVEMENT

3.5.1 In accordance with VAAR 852.215-70, eligible **service-disabled Veteran-owned Offerors will receive full credit**, and Offerors qualifying as **Veteran-owned small businesses will receive partial credit** for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror shall be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

3.5.2 **Non-Veteran Offerors** proposing to subcontract five percent or more to SDVOSB or seven percent or more to VOSB as subcontractors **will receive some consideration** under this evaluation factor. To receive credit, a proposed subcontractor shall be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

3.6 VOLUME VI - SMALL BUSINESS SUBCONTRACTING PLAN

3.6.1 The small business subcontracting plan will be evaluated to determine the extent to which it demonstrates meet requirements in accordance with FAR 52.219-9 and addresses all the elements of FAR 19.704(a). Only the apparent awardee's subcontracting plan will be evaluated. Failure to submit an approved commercial plan and/or negotiate the subcontracting plan shall deem the Offeror non-responsive and ineligible for award of a contract.

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

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

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

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

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

- (i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small

business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.*
(Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.

In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period

if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant

within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

DRAFT