

1. REQUISITION NO.	PAGE 1 OF 164
--------------------	---------------

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	6
B.1 CONTRACT ADMINISTRATION DATA	6
B.2 SCHEDULE OF SERVICES.....	7
B.3 PERFORMANCE WORK STATEMENT	10
1. GENERAL:	10
1.1. SERVICES REQUIRED	10
1.2. PLACE OF PERFORMANCE.....	10
1.3. AUTHORITY:.....	10
1.4. POLICY AND REGULATIONS:	10
1.5. DEFINITIONS/ACRONYMS	11
2. STAFFING AND QUALIFICATIONS	14
2.2 PHYSICIAN DIRECTOR.....	14
2.3 PRIMARY CARE TEAMLET.....	15
2.4 DISCIPLINE SPECIFIC PACT TEAMLET MEMBERS	19
2.5 SPECIALITY CARE STAFFING:	19
2.6 ANCILLARY SUPPORT SERVICES STAFFING:.....	19
2.7 TELEHEALTH SERVICES CLINICAL STAFF:.....	20
2.8 LICENSE AND ACCREDITATION:.....	21
2.9 CREDENTIALING AND PRIVILEGING:.....	22
2.10 CME/CEU:.....	23
2.11 TRAINING:	23
2.12 ACCESS TO PATIENT INFORMATION	23
2.13 RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS.....	23
2.14 STANDARD INFECTION CONTROL MEASURES.	23
2.15 NATIONAL PROVIDER IDENTIFICATION (NPI):.....	24
2.16 PRESCRIPTION DRUG MONITORING PROGRAM.....	24
2.17 CONFLICT OF INTEREST.....	24
2.18 CITIZENSHIP RELATED REQUIREMENT.....	24
2.19 ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT.....	25
2.20 NON-PERSONAL SERVICES.....	25
2.21 CONTRACT PERSONNEL.....	25
2.22 INHERENTLY GOVERNMENTAL FUNCTIONS	
PROHIBITED.....	26
2.23 TORT.....	26
2.24 RYAN HAIGHT	
ACT.....	26
3 HOURS OF OPERATION.....	26
3.1 BUSINESS HOURS.....	26
3.2 FEDERAL HOLIDAYS:.....	26
3.3 WEEKEND HOURS.....	26
3.4 FEDERAL HOLIDAYS.....	26
4 CONTRACTOR RESPONSIBILITIES:.....	26
4.1 GENERAL	26
4.2 REGISTRATION, ENROLLMENT, CO PAYS.....	27

4.3	EPISODIC CARE FOR UNASSIGNED/UNENROLLED	28
4.4	PATIENT HANDBOOK	28
4.5	STANDARDS OF PRACTICE	28
4.6	DIRECT PATIENT CARE:	28
4.6.1	PRIMARY CARE AND MENTAL HEALTH SERVICES SCOPE OF CARE	28
4.6.2	WOMEN VETERAN HEALTH CARE SERVICES	32
4.6.3	PHARMACY SERVICES	37
4.6.4	ANCILLARY SUPPORT SERVICES:	42
4.6.5	MENTAL HEALTH SERVICES	46
4.6.6	SPECIALTY CARE SERVICES	61
4.6.7	TELEHEALTH SUPPORT AND SERVICES	61
4.6.8	TELEPHONE ACCESS TO CLINICAL CARE	62
4.6.9	REFERRAL FOR NON-EMERGENT VA INPATIENT SERVICES	63
4.6.10	EMERGENCY RESPONSE REQUIREMENTS-	63
4.6.11	NON-EMERGENT TRANSPORT REQUEST	64
4.6.12	NON-EMERGENT SPECIALTY CONSULTATIONS, CARE AND DIAGNOSTIC TEST PERFORMED AT VA OR CONTRACTOR'S SITE	64
4.6.13	NON-EMERGENT SPECIALTY CONSULTATIONS, CARE AND DIAGNOSTIC TEST NOT PERFORMED AT VA	65
4.7	ADMINISTRATIVE:	65
4.7.1	MEETINGS	65
4.7.2	SCHEDULING OF SERVICES AND CANCELLATIONS	65
4.7.3	MY HEALTHVET PROMOTION	67
4.7.5	CLINICAL REMINDERS:	68
4.7.6	PROFESSIONAL STANDARDS FOR DOCUMENTING CARE	68
4.7.7	WORK RELATED INCIDENT TREATMENT:	Error! Bookmark not defined. 68
4.7.8	PATIENT RIGHTS, SAFETY, COMPLAINTS, GRIEVANCE SYSTEM PROCESSES	73
4.8	GREIVANCE SYSTEM REQUIREMENTS	74
4.9	SPACE REQUIREMENTS	74
4.10	ENVIRONMENT OF CARE (EOC):	81
4.11	EQUIPMENT, OFFICE SUPPLIES AND TECHNICAL SUPPORT	Error! Bookmark not defined.
4.12	PERFORMANCE STANDARDS AND QUALITY ASSURANCE AND QUALITY IMPROVEMENT	84
4.13	PERFORMANCE STANDARDS AND MEASURES	86
4.14	REQUIRED REGISTRATION WITH CONTRACTORS PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)	92
5.	GOVERNMENT RESPONSIBILITIES:	92
6.	SPECIAL CONTRACT REQUIREMENTS	95
6.1.	CONTRACT START-UP REQUIREMENTS:	95
6.2.	BILLING ROSTER:	96
6.3	CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6)	102
	SECTION C - CONTRACT CLAUSES	103
C.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	103
C.2	52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)	106
C.3	52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (OCT 2018)	110
C.4	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	110

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	110
C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS.....	111
C.5 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS	111
C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	112
C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009).....	111
C.9 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)	111
C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)	112
C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	113
C.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	113
C.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)	113
C.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	114
C.15 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)	114
C.16 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)	116
C.17 52.237-3 CONTINUITY OF SERVICES (JAN 1991)	116
C.18 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019).....	117
C.19 52.216-18 ORDERING (OCT 1995).....	122
C.20 52.216-19 ORDER LIMITATIONS (OCT 1995)	122
C.21 52.216-22 INDEFINITE QUANTITY (OCT 1995)	122
C.22 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)	123
C.23 SPECIAL CONTRACT REQUIREMENTS.....	124
C.24 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)	125
C.25 VAAR 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)	125
C.26 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018).....	125
C.27 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)	126
C.28 52.246-23 LIMITATION OF LIABILITY (FEB 1997).....	126
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	127
SECTION E - SOLICITATION PROVISIONS.....	128
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018).....	128
E.2 52.216-1 TYPE OF CONTRACT (APR 1984)	131
E.3 52.233-2 SERVICE OF PROTEST (SEP 2006).....	131
E.4 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION).....	132
E.5 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)	132
E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)	133
E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	133
E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014).....	134
E.9 ADDENDUM TO 52.212-1 EVALUATION--COMMERCIAL ITEMS (OCT 2014)	135

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)	139
E.11 VAAR 852.209-70 ORGANIXATIONAL CONFLICTS OF INTEREST (JAN 2008)	151
E.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018).....	152
E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)	152
E.14 52.232-19 AVAILABILTY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....	164

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:

b. GOVERNMENT: Contracting Officer 36C259

Leigh Ann Nunn, Contracting Officer

Department of Veterans Affairs

Network Contracting Office

NCO 19

750 NE 13th Street 2nd Floor

Oklahoma City, OK 73104

LEIGH.NUNN2@VA.GOV

(405) 456-5113

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 ☒

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. Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

Post Award Orientation

The Contracting Officer will schedule a post award orientation for contract orientation purposes as required by Procurement Policy Memorandum (PPM) 2019-01.

<https://www.va.gov/oal/docs/business/pps/ppm201901.pdf>

Secure Fax - Please review VA Handbook 6500 that requires the following statement on all fax cover sheets be included: "This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above."

B. 2 SCHEDULE OF SERVICES

The VA Salt Lake City Health Care System (VASLCHCS), Department of Veteran Affairs George E. Wahlen Medical Center requires the following services to be provided in a private hospital, office or clinic environment to veterans, primarily residing in the Dagget, Duchesne, and Uintah counties.

Primary Care is required to offer both primary medical care (onsite) and mental health services (through telehealth technology)

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Salt Lake City VA Health Care System, Salt Lake City, Utah the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

BASE PERIOD - February 1, 2020 through September 30, 2020

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	810		

Total Estimate for Base Period \$ _____

OPTION PERIOD 1 - October 1, 2020 through September 30, 2021

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	834		

Total Estimate for Option Period 1 \$ _____

OPTION PERIOD 2 - October 1, 2021 through September 30, 2022

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	859		

Total Estimate for Option Period 2 \$ _____

OPTION PERIOD 3 - October 1, 2022 through September 30, 2023

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	901		

Total Estimate for Option Period 3 \$ _____

OPTION PERIOD 4 - October 1, 2023 through September 30, 2024

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	928		

Total Estimate for Option Period 4 \$ _____

OPTION PERIOD 5 - October 1, 2024 through September 30, 2025

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	951		

Total Estimate for Option Period 5 \$ _____

OPTION PERIOD 6 - October 1, 2025 through September 30, 2026

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	979		

Total Estimate for Option Period 6 \$ _____

OPTION PERIOD 7 - October 1, 2026 through September 30, 2027

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1009		

Total Estimate for Option Period 7 \$ _____

OPTION PERIOD 8 - October 1, 2027 through September 30, 2028

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1039		

Total Estimate for Option Period 8 \$ _____

OPTION PERIOD 9 - October 1, 2028 through September 30, 2029

CLIN No.	SUB CLIN No.	Services	Unit	Estimated Quantity	Price Per Unit	Total Estimated Cost
1001	None	Primary Care Services at capitation rates per member per month (PMPM)	PMPM	1070		

Total Estimate for Option Period 9 \$ _____

SUM TOTAL ESTIMATE FOR BASE AND OPTION PERIODS

\$ _____

Estimated Quantities - All quantities listed herein are estimated quantities. The Government is obligated only to make payment for all services requested and received in the quantities and of the quality requested. The Government does not guarantee or imply that any fixed number of orders/referrals for services will be placed under the resultant contract.

In accordance with FAR 16.504, the guaranteed minimum value of services the Government will acquire under the contract for the base period of performance is \$256,009.33. The maximum value of services the Government will acquire under the contract for the base period of performance and all option periods exercised shall not exceed \$ 10,000,000.00.

CBOC ORDERING PROCEDURES: VA has the sole authority to assign Veterans treated by the contractor into the Primary Care Management Module (PCMM) software program used to track primary care clinic Veteran rosters that will be provided to the contractor prior to the beginning of the month. Specific billable processes for the resultant contract includes: determining Veteran eligibility, enrollment eligibility, and qualifying encounter(s) as further defined in PWS paragraph 4.2.1. and 6.2.1. Please review this section in detail to ensure compliance for issuance of subsequent task orders and payment processing.

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1. SERVICES REQUIRED: The VA Salt Lake City Health Care System (VASLCHCS) Department of Veteran Affairs George E Wahlen Medical Center requires the following services to be provided in a private hospital, office or clinic environment to Veterans, primarily residing in Dagget, Duchesne, and Uintah counties.

1.1.1. Primary Care CBOC: offers both medical and mental health care (physically on site and by telehealth) and may offer support services such as pharmacy, laboratory, and x-ray. Primary Care CBOCs are required to provide both primary care and mental health services. Mental Health services will be provided by VA staff via telehealth.

1.2. PLACE OF PERFORMANCE: Within the city limits of Vernal, Utah.

1.3. AUTHORITY: In accordance with Title 38 United States Code (USC) 8153 to be furnished by the contractor on behalf of VA Salt Lake City Health Care System, 500 Foothill Dr. Salt Lake City, UT 84148. And also, in accordance with Federal Acquisition Regulations (FAR) PART 12 and 15.

1.4. POLICY AND REGULATIONS: The Contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, access, customer satisfaction, prevention index, chronic disease index and clinical guidelines. Performance and quality standards may change during the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before implementation date and throughout the life of the contract through unilateral or bi-lateral modifications, as applicable. Copies of current VA and VHA publications can be located at <http://www.va.gov/vhapublications/> or at <http://www.va.gov/vapubs/>. Compliance with mandated performance is required as a condition of this contract. Contractor shall comply with all relevant VA policies and procedures, including those related to quality, access, patient safety and performance, including, but not limited to the policies listed on the Contracted Clinic Policy Document located at <https://www.patientcare.va.gov/primarycare/Resources.asp>.

1.5. DEFINITIONS/ACRONYMS:

- 1.5.1. ABMS: American Board of Medical Specialties
- 1.5.2. ACLS: Advanced Cardiac Life Support
- 1.5.3. ACGME: Accreditation Council for Graduate Medical Education
- 1.5.4. ACPE: American Council on Pharmaceutical Education
- 1.5.5. ACO: Administrative Contracting Officer
- 1.5.6. ADE: adverse drug events
- 1.5.7. AED: Automatic External Defibrillator
- 1.5.8. AIS: Automated Information Security
- 1.5.9. ANA: American Nurses Association
- 1.5.10. AOA: American Osteopathic Association
- 1.5.11. ARRT: American Registry of Radiologic Technology
- 1.5.12. ASC: Ambulatory Surgery Clinic
- 1.5.13. Assigned: A Veteran is “assigned” to an outpatient clinic via PCMM (i.e. CBOC) where the patient receives their primary care after the patient’s eligibility is determined through registration and enrollment.
- 1.5.14. BAA: Business Associate Agreement
- 1.5.15. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting
- 1.5.16. BLS: Basic Life Support
- 1.5.17. BOS: Bureau of Osteopathic Specialists
- 1.5.18. CAHEA: Committee on Allied Health Education and Accreditation
- 1.5.19. CAP: College of American Pathologists
- 1.5.20. CARF: Commission on Accreditation of Rehabilitation Facilities
- 1.5.21. CBO: VA Central Billing Office.
- 1.5.22. CDC: Centers for Disease Control and Prevention
- 1.5.23. CEU: Certified Education Unit
- 1.5.24. CLIA: Clinical Laboratory Improvement Amendments
- 1.5.25. CME: Continuing Medical Education
- 1.5.26. CMS: Center for Medicare and Medicaid Services
- 1.5.27. CO: Contracting Officer
- 1.5.28. COPD: chronic obstructive pulmonary disease
- 1.5.29. COR: Contracting Officer’s Representative
- 1.5.30. COS: Chief of Staff
- 1.5.31. CPA: Collaborative Practice Agreement
- 1.5.32. CPS: Clinical Pharmacy Specialist
- 1.5.33. CPT: Current Procedural Terminology
- 1.5.34. CRNP: Certified Registered Nurse Practitioners
- 1.5.35. CSWE: The Council on Social Work Education the CSWE website is <http://www.cswe.org/>.
- 1.5.36. CPARS: Contractor Performance Assessment Reporting System
- 1.5.37. CVT: Clinical Video Telehealth
- 1.5.38. DICOM: Digital Image and Communication in Medicine
- 1.5.39. DIGMA: Drop in Group Medical Appointment
- 1.5.40. DRG: Diagnostic Related Group
- 1.5.41. DSS: Decision Support System
- 1.5.42. ECC: Extended Care Center
- 1.5.43. Enrollment: The process of establishing eligibility for VA’s “Medical Benefits Package.” Most Veterans are required to “enroll” into the VA Health Care System to be eligible for VA health care and to be assigned to an outpatient clinic like a CBOC, however some can still receive care without enrolling. Applicants are only required to “enroll” once for VA health care unless they are determined ineligible for care at time of application or they have disenrolled.
- 1.5.44. EPRP: External Peer Review Program
- 1.5.45. FDA: Food and Drug Administration

- 1.5.46. FSMB: Federation of State Medical Boards
- 1.5.47. HCC: Health Care Center A HCC is a VA-owned, VA-leased, contract, or shared clinic operated at least 5 days per week that provides primary care, mental health care, on site specialty services, and performs ambulatory surgery and/or invasive procedures which may require moderate sedation or general anesthesia.
- 1.5.48. HHS: Department of Health and Human Services
- 1.5.49. HCFA: HealthCare Financing Administration
- 1.5.50. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.
- 1.5.51. HT: Home Telehealth
- 1.5.52. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories
- 1.5.53. ICD 10: International Classification of Diseases 10th edition
- 1.5.54. INR: International Normalized Ratio
- 1.5.55. ISO: Information Security Officer
- 1.5.56. LIP: licensed independent practitioner
- 1.5.57. MCCR: Medical Care Cost Recovery
- 1.5.58. Mental Health Services: per VHA Handbook 1160.01 is meant to include services for the evaluation, diagnosis, treatment, and rehabilitation of both substance use disorders and other mental disorders.

General mental health services include:

- (a) Diagnostic and treatment planning evaluations for the full range of mental health problems;
- (b) Treatment services using evidence-based pharmacotherapy, or primary evidence-based psychotherapy for patients with mental health conditions and substance use disorders;
- (c) Patient education;
- (d) Family education when it is associated with benefits to the Veterans;
- (e) Referrals as needed to inpatient and residential care programs; and
- (f) Consultation about special emphasis problems including Post Traumatic Stress Disorder (PTSD) and Military Sexual Trauma (MST).

Specialty mental health services include:

- (a) Consultation and treatment services for the full range of mental health conditions;
 - (b) Evidence-based psychotherapy;
 - (c) Mental Health Intensive Case Management (MHICM);
 - (d) Psychosocial Rehabilitation Services, including: PRRCs, family psycho-education, family education, skills training, peer support, and Compensated Work Therapy (CWT) and supported employment;
 - (e) PTSD teams or specialists;
 - (f) MST special clinics;
 - (g) Homeless programs; and
 - (h) Specialty substance abuse treatment services.
- 1.5.59. MQSA: Mammography Quality Standards Act
 - 1.5.60. MSN: Master of Science in Nursing
 - 1.5.61. NCCPA: National Commission on Certification of Physician Assistants
 - 1.5.62. NLN: National League for Nursing

- 1.5.63. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program
- 1.5.64. OTC: Over the Counter
- 1.5.65. PA: Physician Assistant
- 1.5.66. PACS: Picture Archiving and Communications System
- 1.5.67. PACT: Patient Aligned Care Team Background & Introduction: VA has implemented a PCMH model at all VA Primary Care sites which is referred to as PACT. This initiative supports VHA's Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in team based environment including the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions.
- 1.5.68. Parent Facility: VAMC responsible for performance monitoring and payment for contracted Outpatient Site of Care services.
- 1.5.69. PCMH: Patient-Centered Medical Home
- 1.5.70. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.
- 1.5.71. PCP: Primary Care Provider
- 1.5.72. Phar.D.: Doctor of Pharmacy
- 1.5.73. POC: Point of Care Testing
- 1.5.74. PRIMARY CARE VISIT: an episode of care furnished in a clinic that provides integrated, accessible health care services by clinicians who are accountable for addressing a large majority of personal health care needs, developing a sustained partnership with patients, and practicing in the context of family and community. Primary care includes, but is not limited to, diagnosis and management of acute and chronic biopsychosocial conditions, health promotion, disease prevention, overall care management, and patient and caregiver education. The VHA site classification defines primary care as those encounters that occur within the primary care class of encounters.
- 1.5.75. PCMH-I: Primary Care-Mental Health Integration
- 1.5.76. PWS: Performance Work Statement
- 1.5.77. QAPI: Quality Assessment and Performance Improvement
- 1.5.78. QASP: Quality Assurance Surveillance Plan
- 1.5.79. RME: reusable medical equipment
- 1.5.80. SOP (Clinical): Scope of Practice
- 1.5.81. SELF- REFERRAL: Referring patients to Contractor's facility for follow-up care. Self-referral for outpatient services at the Contractor's facility is prohibited.
- 1.5.82. SFT: Store and Forward Telehealth
- 1.5.83. SMA: Shared Medical Appointments
- 1.5.84. SPD: Sterile Processing Division
- 1.5.85. SPE: Senior Procurement Executive
- 1.5.86. SPECIALTY CARE VISIT: A specialty care outpatient visit is an episode of care furnished in a clinic that does not provide primary care, and is only provided through a referral." These services are generally divided into two sub-categories: medicine specialties and surgery specialties. The VHA site classification defines specialty care as those encounters that occur within the geriatric medicine; allergy; cardiology; dermatology; emergency; employee health; endocrinology; gastroenterology; general medicine; hematology or oncology; infectious disease; nephrology; neurology; outreach; pulmonary or respiratory disease; rheumatology; amputation follow-up; amputation; anesthesia; cardio-thoracic; ear, nose, and throat (ENT); eye; general surgery; gynecology (GYN); neurosurgery; orthopedics; plastic surgery; urology; or vascular clinic stops.

- 1.5.87. SUPPORT STAFF: staff present in the clinic area assisting providers in the actual delivery of care to patients. It consists of RNs, LPNs, Medical Assistants, Health Technicians, and Medical Clerks in the clinic.
- 1.5.88. TJC: The Joint Commission
- 1.5.89. TIU: Text Integration Utility
- 1.5.90. TCT: Telehealth Clinical Technicians
- 1.5.91. VA: Veterans Affairs
- 1.5.92. VA EHR: VA electronic health record
- 1.5.93. VAMC: Veterans Affairs Medical Center
- 1.5.94. VetPro: a federal web-based credentialing program for healthcare providers.
- 1.5.95. VHA: Veterans Health Administration

2. STAFFING AND QUALIFICATIONS:

2.1. MINIMUM PATIENT ALIGNED CARE TEAM (PACT) STAFFING REQUIREMENTS:

PACTs comprise the patients, the patients' personal support persons, teamlets (Primary Care Providers (PCPs), Registered Nurse Care Managers (RNCMs), Clinical Associates, Administrative Associates), and discipline specific team members (Clinical Pharmacy Specialists (CPSs), Licensed Clinical Social Workers (LCSWs), Registered Dietician/Nutritionists, and Primary Care-Mental Health Integration (PCMHI)staff). The Contractor shall provide PACT staffing in numbers and qualifications capable of fulfilling the standards outlined in the resultant contract. The Contractor shall provide a sufficient number of primary care providers so that each primary care provider has a caseload ratio to meet VA standards. Current standards are 1200 active patients per full time physician and 900 active patients per full time midlevel provider. Actual panel sizes will be determined by the VA in accordance with VHA Directive 1406 Patient Centered Management Module (PCMM) for Primary Care. The staffing standard for support staff shall be in ratios to Primary Care Providers of at least three full time equivalent (FTE) support staff (1 FTE RNCM, 1 FTE Clinical Associate, 1 FTE Administrative Associate) for each FTE Primary Care Provider. The Clinical Pharmacy Specialist (CPS) shall be provided the same support staffing given to other providers on the team when they are working in the capacity of a mid-level provider. The Contractor shall provide personnel in numbers and qualifications capable of fulfilling the standards outlined in the resultant contract. The Contractor must establish and implement contingency plans for ensuring patients receive continuity of and access to appropriate primary care during periods of inadequate resources, extended staff absences, staff turnover, understaffing, and nature-related events (e.g., extreme weather conditions, natural disasters). If the number of patients reaches 90% of maximum panel size assigned by the facility the Contractor shall communicate to the VA the Contractor's future staffing plan to ensure staffing ratio standards remain in accordance with PCMM staffing standards. Total Estimated Patients enrolled/assigned to site: 810.

2.2. PHYSICIAN DIRECTOR (MANDATORY FOR ALL SITES): FTE Ratio Performance

Standard: 0.05 FTE per PACT Responsible **Party:** Shall be provided by Contractor.

Qualifications: Contractor's Physicians (including subcontractors) providing physician director services under the resultant contract shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice. Contractor's Physicians performing under this contract shall be board certified by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice. Physicians shall be licensed in the state where the Outpatient Site of Care (i.e. CBOC) is located. If proposed staff do not meet VA credentialing requirements, the Contractor shall propose substitute acceptable personnel within five (5) calendar days. May also be credentialed and privileged as a PCP. (If so, authorization for prescriptive authority is required). **Position Responsibilities:** Serves as medical director to oversee and be responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site.

2.3. PRIMARY CARE TEAMLET STAFFING (MANDATORY FOR ALL SITES): All primary care teamlet staffing shall be provided by Contractor

- 2.3.1. **TEAMLET MEMBER 1: Primary Care Provider (PCP):** FTE Ratio Performance Standard: Current standards are 1200 active patients per full time physician and 900 active patient per full time midlevel provider. Contractor shall propose quantity for FTE to meet Standard FTE ratio to panel size. Contractor to propose mix of PCP from the options below. At least one of the PCPs is required to be a physician.

OPTION 1: Physician (MD): Qualifications: Physicians shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice. Physicians performing under this contract shall be board certified by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice. Authorization for prescriptive authority is required. Physicians shall be licensed in the state where the Outpatient Site of Care (i.e. CBOC) is located. If proposed staff do not meet VA credentialing requirements, the Contractor shall propose substitute acceptable personnel within five (5) calendar days. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care, providing health care commensurate to the PCP's licensure and clinical privileges or scope of practice, ensuring the patient's care plan contains medical recommendations for clinically indicated care, offering clinically indicated health care services to patients assigned to the PACT, and providing or arranging for care to which patients consent, providing leadership to the team including shared delegation of appropriate care and care processes to appropriate team members, reviewing available clinical and performance data with the team, and focusing on continuous improvement of critical team processes, ensuring the patient has same-day access for face-to-face and telephone care visits during regular clinic hours, and collaborating with PACT staff to develop personal health plans that incorporate care management and care coordination appropriate to the patient's needs.

OPTION 2: Certified Registered Nurse Practitioner (CRNP): Qualifications: CRNP's (including subcontractors) must have a MSN from a NLN accredited nursing program and have ANA Certification as a Nurse Practitioner in either Adult Health or Family Practice. Authorization for prescriptive authority is required. Three years of clinical nursing experience is required. A minimum of one (1) year clinical experience as a CRNP is required (three (3) years preferred). Experience in outpatient care in a Family Medicine or Internal Medicine environment is preferred. CRNP shall have current, full, active, and unrestricted license and registration as a graduate professional nurse in the state of the Outpatient Site of Care (i.e. CBOC); **Reference VA Handbook 5005, Appendix G6** http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=464&FType=2. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care, providing health care commensurate to the PCP's licensure and clinical privileges or scope of practice, ensuring the patient's care plan contains medical recommendations for clinically indicated care, offering clinically indicated health care services to patients assigned to the PACT, and providing or arranging for care to which patients consent, providing leadership to the team including shared delegation of appropriate care and care processes to appropriate team members, reviewing available clinical and performance data with the team, and focusing on continuous improvement of critical team processes, ensuring the patient has same-day access for face-to-face and telephone care visits during regular clinic hours, and collaborating with PACT staff to develop personal health plans that incorporate care management and care coordination appropriate to the patient's needs.

OPTION 3: Physician Assistant (PA):Qualifications: PA's (including subcontractors) must meet one of the three following educational criteria: a) A bachelor's degree from a PA training program which is certified by the CAHEA; or b) Graduation from a PA training program of at least twelve (12) months duration, which is certified by the CAHEA and a bachelor's degree in a health care occupation or health related science; or c) graduation from a PA training program of at least twelve (12) months duration which is certified by the CAHEA and a period of progressively responsible health care experience such as independent duty medical corpsman, licensed practical nurse, registered nurse, medical technologist, or medical technician. The duration of approved academic training and health care experience must total at least five (5) years.

Authorization for prescriptive authority is required. PAs must be certified by the NCCPA. PA shall have current, full, active, and unrestricted license and registration in the state of the Outpatient Site of Care (i.e. CBOC); VA HANDBOOK 5005/78 PART II APPENDIX G8 PHYSICIAN ASSISTANT QUALIFICATION STANDARD

http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=763&FTType=2. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care, providing health care commensurate to the PCP's licensure and clinical privileges or scope of practice, ensuring the patient's care plan contains medical recommendations for clinically indicated care, offering clinically indicated health care services to patients assigned to the PACT, and providing or arranging for care to which patients consent, providing leadership to the team including shared delegation of appropriate care and care processes to appropriate team members, reviewing available clinical and performance data with the team, and focusing on continuous improvement of critical team processes, ensuring the patient has same-day access for face-to-face and telephone care visits during regular clinic hours, and collaborating with PACT staff to develop personal health plans that incorporate care management and care coordination appropriate to the patient's needs

- 2.3.2. **TEAMLET MEMBER 2: Registered Nurse (RN) Care Manager:** FTE Ratio Performance Standard: Current standard is 1.0 FTE RNCM per 1.0 FTE PCP. Reference VA Handbook 5005, Appendix G6

http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=464&FTType=2

Qualifications: Graduate of a school of professional nursing approved by the appropriate State-accrediting agency **and** accredited by one of the following accrediting bodies at the time the program was completed by the applicant: The accreditation Commission for Education in Nursing (ACEN) or The commission on Collegiate Nursing Education (CCNE). Current, full, active, and unrestricted registration as a graduate professional nurse in the state of the Outpatient Site of Care (i.e. CBOC). **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site, providing all aspects of professional nursing services consistent with licensure, certification, nursing professional standards of practice, and the clinician's Functional Statement with elements of practice, enhancing patient safety and quality of care by collaborating with PACT staff to develop, oversee, and manage care management plans and care coordination for patients assigned to PACTs, participating in modes of communication and care delivery including, but not limited to, secure messaging, telephone care, view alerts management, shared medical appointments, clinical video telehealth visits, face to face visits, etc., as part of care management, identifying patient needs for involvement of discipline-specific team members and discussing nursing recommendations with the PCP, engaging relevant PACT staff to support nursing care, according to locally established informal and formal communication processes, including entering consultation requests to discipline-specific PACT members, if required for formal communications, assuming full accountability for the appropriateness of assignments made by the RNCM to clinical associates or administrative associates related to care management, care coordination, nursing services,

and outcomes of care, entering orders in the VA EHR for tests per approved standardized RN care management protocols or PCP orders, ensuring the RNCM has same-day access for face-to-face and telephone care visits, using nursing expertise, evidence-based guidelines, standardized nursing protocols, and professionally accepted practice standards to promote patient engagement, self-care and wellness, and provide care to patients and determine care management requirements for individual patients or cohorts of patients. The RN collaborates for the improvement of patient care outcomes in the Patient Aligned Care Team. Promotes systems to improve access and continuity of care, uses advanced clinical knowledge and critical thinking skills to mentor staff in planning, implementing and evaluating interventions that improve patient outcomes, designs and provides age and population specific health promotion and risk reduction strategies, translates evidence-based research into practice to ensure that patients benefit from the latest innovations in nursing science, manages patients in transition between levels of care, serves as an expert resource to implement and teach skills, including motivational interviewing to promote patient self-management toward patient-driven holistic care plan for life.

- 2.3.3. **TEAMLET MEMBER 3: CLINICAL ASSOCIATE:** FTE Ratio Performance
Standard: Current standard is 1.0 FTE clinical associate per 1.0 FTE PCP. Contractor to propose the mix of Clinical Associates from the options below.

OPTION 1: Licensed Practical Nurse (LPN): Qualifications: VA HANDBOOK 5005/3 PART II APPENDIX G13 LICENSED PRACTICAL OR VOCATIONAL NURSE QUALIFICATION STANDARD <http://vaww.va.gov/OHRM/Directives-Handbooks/Documents/5005.pdf> Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC). **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site, providing evaluation and care consistent with licensure, certification, and functional statement with elements of practice, to patients assigned PACTs, collaborating with PACT staff to develop comprehensive health care plans and care management plans for patients assigned to patient panels, managing clinic workflow, ensuring patients are placed in examination rooms in a timely manner, and providing direction to patients as they move through the clinic environment. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas. The Clinical Associate shall receive training, and act as back-up for telehealth services

OPTION 2: Licensed Vocational Nurse (LVN): Qualifications: VA HANDBOOK 5005/3 PART II APPENDIX G13 LICENSED PRACTICAL OR VOCATIONAL NURSE QUALIFICATION STANDARD <http://vaww.va.gov/OHRM/Directives-Handbooks/Documents/5005.pdf> . Current, full, active, and unrestricted license in the state of the Outpatient Site of Care (i.e. CBOC) **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site, providing evaluation and care consistent with licensure, certification, and functional statement with elements of practice, to patients assigned PACTs, collaborating with PACT staff to develop comprehensive health care plans and care management plans for patients assigned to patient panels, managing clinic workflow, ensuring patients are placed in examination rooms in a timely manner, and providing direction to patients as they move through the clinic environment. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in

interpersonal communication, demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas. The Clinical Associate shall receive training, and act as back-up for telehealth services.

OPTION 3: Medical Assistant (MA):Qualifications: Completion of an approved medical assistant training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Accrediting Bureau of Health Education Schools (ABHES), or by any accrediting agency recognized by the United States Department of Education or a current and active Certified Medical Assistant (CMA) or Registered Medical Assistant (RMA) from The American Association of Medical Assistants (AAMA) or the American Medical Technologists (AMT). Other credentials such as completion of a medical services training program of the Armed Forces of the United States may be accepted based on Chief of Staff determination.**Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site, providing evaluation and care consistent with licensure, certification, and functional statement with elements of practice, to patients assigned PACTs, collaborating with PACT staff to develop comprehensive health care plans and care management plans for patients assigned to patient panels, managing clinic workflow, ensuring patients are placed in examination rooms in a timely manner, and providing direction to patients as they move through the clinic environment. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all clinical areas. The Clinical Associate shall receive training, and act as back-up for telehealth services.

OPTION 4: Health Care Technician (HCT) (as part of PACT teamlet, not primary telehealth technician) : Qualifications: Completion of an approved medical assistant training program accredited by the Commission on Accreditation of Allied Health Education Programs (CAAHEP) or the Accrediting Bureau of Health Education Schools (ABHES), or by any accrediting agency recognized by the United States Department of Education or a current and active Certified Medical Assistant (CMA) or Registered Medical Assistant (RMA) from The American Association of Medical Assistants (AAMA) or the American Medical Technologists (AMT). Other credentials such as completion of a medical services training program of the Armed Forces of the United States may be accepted based on Chief of Staff determination. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care at the site, providing evaluation and care consistent with licensure, certification, and functional statement with elements of practice, to patients assigned PACTs, collaborating with PACT staff to develop comprehensive health care plans and care management plans for patients assigned to patient panels, managing clinic workflow, ensuring patients are placed in examination rooms in a timely manner, and providing direction to patients as they move through the clinic environment. Duties include but are not limited to the ability to perform a variety of specialized clinical support skills, ability to perform basic patient care service, have knowledge of medical terminology, demonstrate skills in interpersonal communication, demonstrate knowledge of aseptic technique and infection control and knowledge of patient confidentiality, policies and procedures. Shall assist all health care providers in performing patient care services and duties pertaining to the effective and efficient delivery of patient centered care in all

clinical areas. The Clinical Associate shall receive training, and act as back-up for telehealth services.

- 2.3.4. **TEAMLET MEMBER 4: ADMINISTRATIVE ASSOCIATE: FTE Ratio**
Performance Standard: Current standard is 1.0 FTE administrative associate per 1.0 FTE PCP. **Qualifications:** Required education and experience demonstrating skills and abilities to perform duties ensuring smooth site operations. **Position Responsibilities:** Responsible for the provision of covered services to enrolled and unassigned patients presenting for care, providing clerical support and administrative functions to PACT staff, collaborating with PACT staff to incorporate the logistical elements of care coordination into comprehensive care management plans, providing guidance and direction to patients and personal support persons for navigating the VA health care system and administrative functions in VA, and coordinating care for patients assigned to the PACT.

- 2.4. **DISCIPLINE SPECIFIC PACT TEAMLET MEMBERS (REQUIRED FOR ALL SITES):**
 Discipline-specific team members are designated in PCMM for one or more PACT(s). Discipline-specific team members provide continuity of direct discipline-specific care to all patients assigned to PACT(s) for which the team member is designated.

- 2.4.1. **DISCIPLINE SPECIFIC 1: CLINICAL PHARMACY SPECIALIST (CPS) –PACT:**
 2.4.1.1. This staffing will be provided by the VA parent facility through telehealth. Utilizing the Pharmacy Consult in the EHR

- 2.4.2. **DISCIPLINE SPECIFIC 2: CLINICAL PHARMACY SPECIALIST (CPS) ANTI-COAGULATION:** staffing will be provided by the VA parent facility through telehealth. Utilizing the Pharmacy Consult in the EHR.

- 2.4.3. **DISCIPLINE SPECIFIC 3: LICENSED CLINICAL SOCIAL WORKER (this position provides general/medical social work services):** staffing will be provided by the VA parent facility through telehealth. Utilizing the Social Work Consult in the EHR.

- 2.4.4. **DISCIPLINE SPECIFIC 4: REGISTERED DIETITIAN/NUTRITIONIST:** FTE Ratio Performance Standard: staffing will be provided by the VA parent facility through telehealth. Utilizing the Nutrition Consult in the EHR

- 2.4.5. **DISCIPLINE SPECIFIC 5: PRIMARY CARE MENTAL HEALTH INTEGRATION (PC-MHI):**
 staffing will be provided by the VA parent facility through telehealth. Utilizing the PCMH Consult in the EHR.

- 2.5. **SPECIALTY CARE STAFFING:** The following specialty staffing shall be provided by the Contractor.

- 2.5.1. **PODIATRIST:** The Contractor is not required to provide this service. The veterans shall receive podiatry services through VA podiatry consult in the patient's EHR.

- 2.6. **ANCILLARY SUPPORT SERVICES STAFFING:** The following specialty staffing shall be provided by the Contractor, except as noted below.

- 2.6.1 **DIAGNOSTIC RADIOLOGIC TECHNOLOGIST:** This staffing will be provided by the parent VA facility, all services will be provided through the Radiology Consult Process in the Electronic Health Record.

- 2.6.2 **PHLEBOTOMIST/LABORATORY TECHNICIAN:** Services will be a collateral assignment, duties will be provided by the contracted RN, or Clinical Health Associate. This clinic will utilize only Point of Care testing.
- 2.6.3 **GENERAL AND SPECIALTY MENTAL HEALTH STAFFING:** This staffing will be provided by the parent VA facility via telehealth, through the Mental Health Consult in the Electronic Health Record
- 2.6.4 **Suicide Prevention Coordinator (SPC):** This staffing will be provided by the parent VA facility via telehealth, through the Mental Health Consult in the Electronic Health Record. The VA performance standard for sites with 10,000 patients or more is maintaining a Suicide Prevention Coordinator (SPC) with a full-time commitment to suicide prevention activities. In smaller sites serving less than 10,000, this may be a collateral assignment.
- 2.6.5 **Homeless Outreach Specialist:** This staffing will be provided by the parent VA facility via telehealth, through the Mental Health Consult in the Electronic Health Record. To ensure the availability of outreach and referral services to homeless Veterans, all sites with 10,000 patients or more must designate at least one outreach specialist, usually a clinical social worker, to provide services to homeless Veterans. NOTE: In smaller facilities, this may be a collateral assignment.

2.7 **TELEHEALTH SERVICES CLINICAL STAFF:** The contractor shall provide this staffing. Telehealth Clinical Technician (TCT) FTE Ratio performance standard 1.0 FTE Telehealth Clinical Technician (TCT) per estimated 5,000 patients at clinic, with a trained back-up (e.g., another TCT or a member of the PACT Teamlet (LIP, RNCM, or LPN), depending on size of clinic/clinic workload/clinic telehealth services). All staff providing telehealth related services (primary TCT(s) and back-ups) must be trained in teleretinal imaging, teledermatology, teleaudiology, tele-mental health, teleprimary care etc. by the parent VA facility. The qualifications, competencies, and position responsibilities noted below apply to primary TCT(s) and back-ups. The Telepresenter can be any clinically trained person assisting the provider in the presentation of the Veteran using video-conferencing. Depending on the skills needed for the encounter, the Telepresenter can be a licensed independent provider (LIP), Registered Nurse, LPN, or Telehealth Clinical Technician (TCT). Telepresenters can also serve as TCT back-ups. The number and discipline of Contractor's staff trained to function as a TCT back-up or Telepresenter will be based on the volume and type of telehealth services provided.

2.7.1. Qualifications: All staff providing telehealth related services into the clinic shall be appropriately credentialed and; where necessary, privileged. All contractor staff who support and manage telehealth services must be working within permitted licensure and scope of practice. Where non-licensed staff is supporting telehealth services the Contractor's licensed staff must provide appropriate clinical supervision.

2.7.2. Competency – TCTs, Telepresenters, Store and Forward Imagers et al. and their back-ups, shall be expected to provide clinical care in compliance with established clinical protocol. Additional guidelines governing operations will be utilized and provided to Contractor by VA. TCTs, Telepresenters, Store and Forward Imagers and back-ups shall be expected to successfully complete training programs required for certification as a TCT, Telepresenter and/ or Store and Forward Imager and back-up including VA required training and any VA training mandated for TCT, Telepresenter, Teleretinal Imagers. TCTs, Telepresenters, and Store and Forward Imagers shall be responsible for maintaining imager and/or other required certification. TCTs, Telepresenters, and Store and Forward Imagers and back-ups shall be expected to demonstrate competency on the function and use of the telehealth equipment

including digital retinal and dermatology imaging system, teleaudiology hardware and software. VA will provide training to TCTs, Telepresenters, Store and Forward Imagers and back-ups and document competency.

2.7.3. Training: Contractor's TCTs, RNs, LPNs, LIPs and support staff providing telehealth services shall be required to complete all Telehealth required training, both virtual and in-person. Contractor's Telehealth Staff shall be required to attend conference calls intended to support and maximize delivery of care as required by the VA.

2.7.4. TCT Position Responsibilities: TCT manages the Telehealth Services offered by the clinic (i.e., presenting, equipment management, training, imaging, audiology services, etc.) and is responsible for the provision of covered services to enrolled and unassigned patients presenting for care. The Contractor's telehealth services shall include but are not limited to: coordinating telehealth clinic set up, scheduling, equipment management, provision of data on request, attendance on VA or Network Telehealth Team calls, maintaining records required for quality control processes, and participating in performance improvement activities. The TCT shall be responsible for conveyance of clinically appropriate in-person interaction or on-site observations (e.g., assisting with hearing aid fittings, detection of alcohol use, etc.) with the Veteran patient to the telehealth provider. The TCT shall be responsible for gathering and transmitting telehealth images, sounds, data and all other supporting data to the assigned VA providers or reading centers within time lines established by policy. The TCT shall provide technology education to patients including but not limited to: review of acquired data or images for anatomic and general findings, review of photos, and provision of VA approved handouts. The TCT shall communicate regularly with the Facility Telehealth Coordinator (FTC) to work out any process issues, equipment needs/problems, data collection and any other logistical issues.

2.7.5. Telepresenter Position Responsibilities: Include but are not limited to the following: Assist the primary care or specialty care provider with the Veteran physical exam as needed, provide Veteran education, documentation and assistance with workload capture for the completion of the visit, per scope of practice and manage required screenings and complete clinical reminders, documentation, scheduling and opening and closing the encounter.

2.8 LICENSE AND ACCREDITATION: Contract physician(s) and all other contract licensed providers assigned by the Contractor to perform the services covered by this contract shall have a current license to practice in the state where the outpatient site is located. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Contract providers who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

- 2.8.1 Technical Proficiency/Board Certification: Personnel shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently.
- 2.8.2 The Contractor must ensure that all individuals who provide services and/or supervise services at the Contractor's Outpatient Site of Care, including individuals furnishing services under contract are qualified to provide or supervise such services.
- 2.8.3 Position specific competencies shall be completed for all staff annually.
- 2.8.4 Contractor staff qualifications, licenses, certifications and facility Joint Commission or equivalent accreditation must be maintained throughout the contract period of performance. If Contractor's staff is not directly employed by the treating facility, documentation must be provided to the COR to ensure adequate certification. All actions required for maintaining certification must be kept up to date always. Documentation verifying current licenses, certifications and facility accreditation must be provided by the Contractor on an annual basis.

- 2.8.5 The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are properly licensed always under the applicable state law and/or regulations of the provider's license, and shall be subject to credentialing and privileging requirements by VA.
- 2.8.6 The Contractor shall not permit any employee to begin work at an Outpatient Site of Care prior to confirmation from the VA that the individual's background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the VA Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until the deficiency is corrected:
- 2.8.7 The VA will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.
- 2.8.8 The VA may refer the matter to the appropriate licensing authority for action, as well as notify the patient that he/she was seen by a provider outside the scope of the contract and may pursue further action.
- 2.8.9. The Contractor shall notify COR, Contracting Officer, and the VA Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification shall include the name, title, and specialty of the provider.

2.9 CREDENTIALING AND PRIVILEGING: Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This VHA Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the FSMB; credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for other required providers.

- 2.9.1. Contractor shall ensure that all Physicians and any other discipline requiring licensure or accreditation under this contract participate in the Credentialing and Privileging process through VHA's electronic credentialing system, "VetPro" No services are to be provided by any contract provider requiring credentialing until the parent VA Medical Executive Board and Director have granted approval. The Contractor shall be provided copies of current requirements and updates as they are published.
- 2.9.2 Credentials and Privileges shall require renewal annually in accordance with VA and TJC requirements. Credentialed providers assigned by the Contractor to work at the site shall be required to report specific patient outcome information, such as complications, to the VA. Quality improvement data provided by the Contractor and/or collected by the VA will be used to analyze individual practice patterns. The Service Chief, Primary Care Service Line will utilize the data to formulate recommendations to the Medical Executive Board when clinical privileges are being considered for renewal.
- 2.9.3. Contractor shall ensure that all Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants to be employed under this contract also participate in the Credentialing process through VA's "VetPro," in accordance with VHA Handbook

1100.19. Since Contracted Nurse Practitioners, and Physician Assistants are not recognized by the VA as independent practitioners, they function under a VA Scope of Practice (not Clinical Privileges). The VA Scope of Practice must adhere to applicable practice acts within that state. The credentials and scope of practice for Nurse Practitioners, and Physician Assistants are reviewed at the time of the initial appointment and at least every two years thereafter by an appropriate VA discipline-specific Professional Standards Board

- 2.10 CME/CEU:** Contractor staff registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credential's office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.
- 2.11 TRAINING (ACLS/BLS/VA MANDATORY):** Contractor staff shall complete VA mandatory training as requested and complete ACLS/BLS training and keep ACLS/BLS certifications current throughout the life of the contract. Copies of current certifications shall be provided to the COR. ACLS certification is required for health care personnel that order, administer, monitor, or supervise moderate sedation, monitored anesthesia care, or general anesthesia, according to current VHA policy. The contractor shall coordinate, and cover contract staff travel expenses in accordance with General Services Administration (GSA) rates. <https://www.gsa.gov/portal/category/100000>.
- 2.12 ACCESS TO PATIENT INFORMATION:** In performance of official duties, Contractor's provider(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. Contractor's provider(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.
- 2.12.1 Contractor staff shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished **annually**. Contractor staff shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please email or fax training certificates to the Contracting Officer at Leigh Ann Nunn at (405)426-5113 or Leigh.Nunn2@va.gov
- 2.12.2. In addition, if providing clinical services, Contractor staff will attend VA EHR training prior to providing any patient care services. Contractor staff shall document patient care in the VA EHR to comply with all VA and equivalent TJC standards.
- 2.12.3 All contract personnel requiring access to PHI / Encrypted information must obtain a PIV card to ensure secure communications to and from the VA (e.g. Clinical staff, contract billing staff requiring patient lists with PHI/PII and Contract management personnel requiring PHI/PII information).
- 2.13 RULES OF BEHAVIOR FOR AUTOMATED INFORMATION SYSTEMS:** Contractor staff having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor for the respective facility. A copy of the Rules of Behavior may also be found in the attachments section of this solicitation.

2.14. STANDARD INFECTION CONTROL MEASURES (PPD, IMMUNIZATIONS, ETC.):

Contractor shall provide statement that all required infection control testing and immunizations for their personnel are current and that the contractor is compliant with OSHA regulations concerning occupational exposure to blood borne pathogens. All clinic staff are required to receive annual influenza vaccination. Staff unable or unwilling to be vaccinated are required to wear a face mask throughout the influenza season. The Contractor shall also notify the VA of any significant communicable disease exposures and the VA will also notify the contractor of the same, as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in Health Care Personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for infection control in their personnel. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.

2.15. NATIONAL PROVIDER IDENTIFICATION (NPI): All Contractors who provide billable healthcare services to VA; VHA, shall obtain a NPI as required by the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier Final Rule, administered by the CMS. This rule establishes assignment of a 10-digit numeric identifier for Contractor staff, intended to replace the many identifiers currently assigned by various health plans. Contractor staff needs only one NPI, valid for all employers and health plans. Contractor staff must also designate their Specialties/Subspecialties by means of Taxonomy Codes on the NPI application. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>

2.16. PRESCRIPTION DRUG MONITORING PROGRAM: Contractor's providers shall register with the state prescription drug monitoring program in accordance with VHA Directive 1306, Querying State Prescription Drug Monitoring Programs (PDMP).

2.17. CONFLICT OF INTEREST: The Contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement 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. The Contractor shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services. The Contractor must 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 in accordance with VA Directive 1660.03. See attachment in Section D.

2.18. CITIZENSHIP RELATED REQUIREMENTS:

- 2.18.1 The Contractor certifies that the Contractor shall comply with all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs.
- 2.18.2 While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, because of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to

comply with all “E-Verify” requirements consistent with “Executive Order 12989” and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

- 2.18.3 If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to Veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.
- 2.18.4 This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.
- 2.18.5 The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFP using the subject attachment in Section D of the solicitation document.

2.19 ANNUAL OFFICE OF INSPECTOR GENERAL (OIG) STATEMENT: In accordance with The Health Insurance Portability and Accountability Act (HIPAA) and the Balanced Budget Act (BBA) of 1977, the VA OIG has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

- 2.19.1 Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed Contract staff and/or firm(s) are not listed. Contractors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP’s may also be imposed against the Contract staff and entities that employ or enter contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.
- 2.19.2 By submitting their proposal, the Contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Contractor and/or firm is/are not listed as of the date the offer/bid was signed.

2.20 NON-PERSONAL SERVICES: The parties agree that The Contractor, contract staff, agents and sub-Contractors shall not be considered VA employees for any purpose. All individuals that provide services under this resultant contract and are not employees of the Contractor shall be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by all its subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service.

2.21 CONTRACT PERSONNEL: The Contractor shall be responsible for protecting all Contractor personnel furnishing services. To carry out this responsibility, The Contractor shall provide or certify that the following is provided for all contract staff providing services under the resultant contract:

Workers' compensation
Professional liability insurance
Health examinations
Income tax withholding, and
Social security payments

2.22 INHERENTLY GOVERNMENTAL FUNCTIONS PROHIBITED. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.23 TORT: The Federal Tort Claims Act does not cover Contract staff. When a contract staff member has been identified as a provider in a tort claim, The Contractor's staff member shall notify the Contractor's legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's provider's action or non-action is the responsibility of The Contractor and/or insurance carrier.

2.24 RYAN HAIGHT ACT: In support of providing Veterans access to comprehensive Telehealth services, including the provision of controlled substances in compliance with the Ryan Haight Act, Contractor shall apply for DEA registration if this option is available under state law. If DEA registration is not available under state law or the contractor is unable to obtain DEA registration, Contractor shall ensure a DEA registered provider can be present in the room with the patient during discussions of controlled substances prescriptions, at telehealth visits in which controlled substances are prescribed, if the patient has not had at least one prior in-person medical assessment with the prescribing provider.

3 HOURS OF OPERATION: The following outlines the required hours of operation:

3.1 BUSINESS HOURS: The clinic and services should be available by the contractor Monday through Friday from 8:00 am – 4:30 pm for regularly scheduled appointments.

3.2 EVENING HOURS: With prior VA permission, the contractor may be open during non-business hours for backlog, and/or access issues.

3.3 WEEKEND HOURS: With prior VA permission, the contractor may be open during non-business hours for backlog, and/or access issues.

3.4 FEDERAL HOLIDAYS: The following holidays are observed by the Department of Veterans Affairs: New Year's Day, Washington's Birthday, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas, any day specifically declared to be a national holiday. Should a holiday fall on a Saturday or Sunday (weekend), the holiday will occur on the Friday (if the holiday falls on a Saturday), or Monday (for holidays falling on a Sunday).

4 CONTRACTOR RESPONSIBILITIES:

4.1 GENERAL: Contractor performing services under this contract shall provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Contractor's outpatient site of care must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure

continuity of health care. The Contractor shall provide services solely dedicated to Veterans regardless of gender or age. Those patients needing specialty care shall be referred to VA.

- 4.1.1. NOTE: Patients referred for care outside the Contractor's clinic (e.g. to VA Community Care, VA facility, or similar) for care that the Contractor is required to provide under the terms of this contract will be removed from the applicable billing roster the month after the patient is referred for care.

4.2 REGISTRATION AND FINANCIAL ASSESSMENTS:

- 4.2.1. **REGISTRATION AND ENROLLMENT:** Enrollment is the acceptance of an eligible Veteran into the VA Health Care System and assignment to an enrollment priority group. Not all Veterans are required to enroll in the VA health care system to receive health care services. Veterans enroll once into VA's health care system and are continuously enrolled. Enrolled Veterans may seek care at any VA facility without being required or requested to reestablish eligibility for VA health care enrollment purposes. Veterans enrolled at one VA medical facility wishing to register for care at a VA medical facility where the patient has never before presented for care are not required to re-enroll.

All veterans applying for care at the CBOC will have an application processed in VA EHR by the Contractor to determine priority enrollment category for benefits. The Contractor will process all applications for veterans requesting to be followed at the CBOC. The Contractor will use a number of processes in making priority group determinations including discharge documentation, Hospital Inquiry (HINQ), and communications (written and telephonic) with the VA Regional Office and Records Management Center in St. Louis. The Contractor will contact the VA Supervisor, Patient Registration for any unusual or complicated enrollment issues/questions. The Contractor will adhere to the processes and guidelines established by the Supervisor, Patient Registration in regard to all issues concerning patient enrollment and registration. No veteran should receive clinical care by a CBOC without the Contractor confirming enrollment within the VA. Persons not verified eligible who present to a CBOC in need of urgent or emergent care will be treated on a Humanitarian basis until stable and discharged from CBOC or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care at the Contractor's CBOC, the patient will be billed directly by the VA and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site. All applications will be registered and enrolled into VA EHR by the Contractor using the "Register a Patient" option in the VA EHR Registration package. All registrations will then be "Dispositioned" in VA EHR by using the "Disposition an Application" option before close of business each day. Any questions related to registrations, enrollment, and dispositions can be referred to the VA Supervisor, Patient Registration at 801-582-1565; ext. 5162

- 4.2.2. **FINANCIAL ASSESSMENTS:** Financial assessment is the process known as a Means Test (MT) used by VA to assess a Veteran's attributable income and assets. The MT determines a Veteran's copayment responsibilities, assists in determining enrollment priority group assignment, and assists in evaluating requirements for determining beneficiary travel benefits. Not all Veterans are required to make copayments.

The Contractor will provide a blank VA Form 10-10EZR (Renewal Application for Health Benefits) to the veteran; and the veteran will fill it out completely,

including the financial information on side two of the form. The demographic and financial assessment information will be input into VA EHR and maintained by the Contractor. For some veterans, a financial assessment is not required (VA pensioners, service-connected veterans receiving VA compensation, etc.). VA will provide the Contractor with guidelines regarding Financial Assessments, and questions can be addressed to the VA Means Test Clinic at 801-582-1565; ext. 6148.

Co-payment: A co-payment may be assessed for in-patient and outpatient services, as well as pharmaceuticals, to veterans. This co-payment is determined by priority group status and the law. All VA co-payments shall be billed and collected by the VA and are not the responsibility of the Contractor. The Contractor shall notify the patient that, depending on the priority group determination, there may be a co-payment. All disputes for VA co-payments shall be referred to the Customer Service Representative for Billing 1-866-393-1846.

4.3 EPISODIC CARE FOR UNASSIGNED/UNENROLLED PATIENTS.

- 4.3.1 Contractor shall provide at no additional cost approximately 7/month nurse-only visits and 5/month provider visits to Veterans who are not assigned for care at the Contractor's outpatient site of care. These visits occur when an unassigned Veteran eligible for VA health care comes to the clinic seeking limited episodic care that cannot be provided by the Veterans assigned primary care provider/team at their preferred facility. The clinic shall ensure that the Veteran is triaged by an appropriate clinical staff member and that any basic care that can be provided by the nurse and/or provider is provided. Contractor shall provide care for traveling Veterans in accordance with VHA Handbook 1101.11(2), "Coordinated Care for Traveling Veterans"
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099
- 4.3.2 Telehealth support for Patients Not Assigned at the Outpatient Site of Care— At no additional cost the contractor shall provide approximately 5/month telehealth visits with the VAMC parent for Veterans who are not assigned for care at the Contractor's outpatient site of care. These visits occur when an unassigned Veteran eligible for VA health care requires a telehealth visit with the parent VAMC (vs. requiring the patient traveling to the parent VAMC). The Contractor shall support the scheduling and visit management as per requirements and normal routine as defined in the PWS.

- 4.4. **PATIENT HANDBOOK:** The Contractor shall provide each patient with a copy of a patient handbook. A sample patient handbook which the Contractor can edit to apply specifically to the FILL-IN WITH NAME OF CLINIC will be provided by the parent VAMC. The handbook shall include: Address of Contractor's Outpatient Site of Care, names of providers, telephone number(s), and office hours; Description of services provided; Procedures for obtaining services; Procedures for obtaining emergency services; and notice to the patient that they have the right to grieve eligibility related decisions directly to the VA.

- 4.5 **STANDARDS OF PRACTICE:** Contractor shall be responsible for meeting or exceeding VA and TJC (or equivalent) standards.

4.6 DIRECT PATIENT CARE

4.6.1 PRIMARY CARE SERVICES:

4.6.1.1 PRIMARY CARE TASKS SUMMARY: VA employs the patient centered medical home model of primary care, which in VA is called the Patient Aligned Care Team. VHA HANDBOOK 1101.10 “Patient Aligned Care Team” outlines complete requirements for the PACT model. The PACT delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. Important components of the model include Patient Centered Care, Access, Care Management and Coordination as well as redesigning the team and work. Contractor shall provide all services in accordance with Handbook 1101.10. Information provided below summarizes the PACT model and Contractor requirements. See Handbook 1101.10 for more comprehensive information and requirements.

4.6.1.1.1 ENHANCE PATIENT CENTERED CARE (PCC):

Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Contractor staff shall be required to complete the following tasks to begin to implement PCC:

- 4.6.1.1.1.1 Engage the patient/family in self-management and personal goal setting
- 4.6.1.1.1.2 Provide education pertinent to care needs and document the provision of that education.
- 4.6.1.1.1.3 Provide support on site to enroll patients in MyHealtheVet & Secure Messaging
- 4.6.1.1.1.4 Ensure staff is trained in self-management techniques, motivational interviewing, shared decision making as made available by VA.
- 4.6.1.1.1.5 Clinic patients will be notified of all test results requiring action within 7 days and all test results not requiring action within 14 days. For critical results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately.

4.6.1.1.2 ENHANCE ACCESS TO CARE: PACT strives for superb access to care in all venues including face to face and virtual care. Contractor is expected to enhance access to care by offering care in the following modalities:

- 4.6.1.1.2.1 Face to Face Visit Access: Provide same day access for patients and increase (or establish) group visits and shared medical appointments
- 4.6.1.1.2.2 Virtual Access- the contractor shall provide the following virtual access:
 - 4.6.1.1.2.2.1 Telephones: Phones should be answered by a “live” person with a focus on achieving first call resolution. First call resolution is taking care of the Veteran’s issue/request during that call. This approach requires thoughtful planning and strategy
 - 4.6.1.1.2.2.2 MyHealtheVet (MHV): Provide support to enroll Veterans into (MHV) to include full authentication for use of premium services (such as secure messaging).

4.6.1.1.2.2.3 Secure Messaging (SM): Encourage & educate patients to use SM as a non-synchronous mode of communication; establish SM as a communication method in clinic and increase Veteran participation in SM.

4.6.1.1.2.3. Telemedicine & Telehealth:

4.6.1.1.2.3.1 Improve access to scarce medical services via telemedicine

4.6.1.1.2.3.2 Increase Veteran enrollment in telehealth modalities

4.6.1.1.3 ENHANCE CARE MANAGEMENT & COORDINATION

OF CARE: Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays, and emergency department visits. Clinic staff shall take the following actions to achieve improvements:

4.6.1.1.3.1 Improve Critical Transitions Processes: Inpatient to Outpatient: develop systems to identify admitted primary care patients; provide follow up care either by face to face visit or telephone visit within 2 days' post discharge and document the follow up care in the VA EHR and communicate among the team.

4.6.1.1.3.2 Enhance Primary Care to Specialty Care Interface:

4.6.1.1.3.3 Participate in electronic virtual consults & SCAN ECHO as available

4.6.1.1.3.4 Develop resource listing of specialty care points of contact for nursing and medical care

4.6.1.1.3.5 Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff

4.6.1.1.3.6 Enhance VA & Community Interfaces in Caring for Veterans

4.6.1.1.3.7 Develop a list of community points of contact

4.6.1.1.3.8 Develop mutually agreeable interface systems with community facilities and providers

4.6.1.1.4 IMPROVE SYSTEMS FOR MANAGING THE CARE OF PATIENT POPULATIONS

4.6.1.1.4.1 Enhance Management of Patients with Chronic Illness

4.6.1.1.4.2 Identify patients with suboptimal chronic disease indices from VHA databases (registries)

4.6.1.1.4.2 Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.

4.6.1.1.5 ENHANCE HEALTH PROMOTION & DISEASE PREVENTION FOCUS IN CARE DELIVERY

- 4.6.1.1.5.1 Identify patients with preventive care needs from VHA databases (registries)
- 4.6.1.1.5.2 Develop & implement plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.

4.6.1.1.6 ENHANCE MANAGEMENT OF HIGH-RISK

VETERANS (such as Veterans with frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and severely injured/disabled, frail elderly).

- 4.6.1.1.6.1 Identify high risk patients from VHA databases (registries)
- 4.6.1.1.6.2 Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows.
- 4.6.1.1.6.3 Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.

4.6.1.1.7 IMPROVE PRACTICE DESIGN & FLOW TO ENHANCE WORK EFFICIENCY & CARE DELIVERY

- 4.6.1.1.7.1 Maximize functioning of all team members through role and task clarification for work flow processes.
- 4.6.1.1.7.2 Ensure all team members work to their maximum ability/skill/license
- 4.6.1.1.7.3 Develop a plan to improve work flow process for visit or virtual care.
- 4.6.1.1.7.4 Conduct daily teamlet huddles to focus on operational needs for that day
- 4.6.1.1.7.5 Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.

4.6.1.2 PRIMARY CARE SERVICES SCOPE OF CARE: Contractor shall use the PACT model to provide primary care services supporting a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. The Contractor shall be responsible for scheduling initial and/or follow-up appointments with primary care providers and other staff at the Contractor's outpatient site of care (or via virtual modalities) for simple to moderately complex workload that can be appropriately managed in a primary care outpatient environment to include (but not limited to) care for: hypertension, depression, ischemic heart disease, anxiety, alcohol use disorder, other mental health conditions, hypercholesterolemia, degenerative arthritis, congestive heart failure, respiratory infection, cerebral vascular disease, chronic obstructive pulmonary disease (COPD), peripheral vascular disease, urinary tract infection, diabetes mellitus, common dermatological conditions, acute and chronic pain, acute wound management, gastric disease, skin ulcers (stasis and dermal), anemia, genitourinary (GU) issues, stable chronic hepatic insufficiency, constipation, osteoporosis, common optic and optic conditions, basic diagnostic, evaluation, and tests for infertility, preventive screening and procedures, cervical cancer screening, breast cancer screening, pharmacology in pregnancy & lactation, evaluation & treatment of vaginitis, amenorrhea/menstrual disorders, evaluation of abnormal uterine bleeding, menopause symptom management,

diagnosis of pregnancy and initial screening tests, evaluation and management of acute and chronic pelvic pain, recognition and management of postpartum depression and postpartum blues, evaluation and management of breast symptoms, (mass, fibrocystic breast disease, mastalgia, nipple discharge, mastitis, galactorrhea, mastodynia), crisis intervention, evaluation of psychosocial, well-being and risks including issues regarding abuse, intimate partner violence screening, physical, emotional, verbal, and psychological abuse, preconception counseling and assessment of abnormal cervical pathology.

4.6.2 WOMEN VETERANS HEALTH CARE SERVICES:

See the following policy documents for more information on women Veterans health care requirements:

VHA Directive, “1330.01(2) Health Care Services for Women Veterans”
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5332

VHA Directive 1105.03, “Mammography Program Procedures and Standards”
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=6423

VHA Handbook 1330.03, Maternity Health Care and Coordination
www.va.gov/vhapublications/viewpublication.asp?pub_id=2803

VHA Directive 1330.02 Women Veterans Program Manager
https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=7484

4.6.2.1 Breast Cancer Screening: The Contractor shall enter a Community Care consult to the parent facility after completing the Breast Cancer Screening template in the patients EHR. The Community Care team will contact the veteran to arrange scheduling of the appointment. This appointment will be paid for by the VA. The VA Women’s Veteran Program Director will follow up and track the patient to ensure continuity of care. A process has been put in place to ensure that the VA receives report images, and/or diagnosis. The entry of outside exams into the electronic medical record should be reviewed and specified by the local VHA HIMS service and coordinated with the local VHA Radiology Service and VHA Mammography Program Standards. NOTE: Refer to 38 U.S.C. 7319(b) and VHA Directive 1105.03, Mammography Program Procedures and Standards for full details. See FDA Mammography Standards Guidance www.fda.gov/Radiation-EmittingProducts/MammographyQualityStandardsActandProgram/Guidance/PolicyGuidanceHelpSystem/ucm135583.htm.

4.6.2.1.1 Requests for screening, and diagnostic mammograms, breast ultrasound (US) and MRI must be initiated by the Contractor via an order placed into the VA Electronic Health Record Radiology package. The location will be determined by the VA. The veteran is referred to the community for a screening mammogram, there is an approved Standardized Episode of Care (SEOC) that authorizes a woman to have a screening, diagnostic, US,

and biopsy if medically indicated. This order must be entered regardless of where the Veteran will obtain the mammogram. Orders through Community Care must be electronically entered in the Radiology Package and as a Community Care consult request.

4.6.2.1.2 Outsourced mammography reports received as hardcopy, must be scanned into VA Electronic Health Record Imaging. All reports must include the appropriate BI-RADS code including the FDA mandatory final assessment wording category. Mammogram results (BI-RADS codes) must be entered and associated to a radiology order in Computerized Patient Record System (VA ELECTRONIC HEALTH RECORD). Systems for tracking and management of mammography and breast cancer will not operate accurately without BI-RADS entered into VA ELECTRONIC HEALTH RECORD and associated to a radiology order. All outsourced mammogram written reports must be returned to the ordering provider within 30 days as per Mammography Quality Standards Act and Program (MSQA). Consistent with the requirements of 21 CFR Part 900.12(c), mammography facilities are required to establish a documented procedure to provide a lay summary of the written mammography report to the patient within 30 days from the date of the procedure.

4.6.2.1.3 Mammography facilities must notify patients and ordering providers of positive examinations (results of "Suspicious" or "Highly Suggestive of Malignancy" (BI-RADS codes 4 or 5, respectively) within 3 business days. The mammography facility must ensure the ordering provider is contacted by telephone with all critical results. The ordering provider must document in radiology report in VA ELECTRONIC HEALTH RECORD when and to whom they spoke. The ordering provider shall discuss the meaning of the findings with the patient and the alternatives for further study, treatment, or referral. Per [VHA Directive 1088, Communicating Test Results to Providers and Patients](#), ordering provider or designee must communicate the results of normal mammograms to the patient within 14-calendar days of receiving the results. All mammogram results requiring action must be communicated by the ordering provider or designee to patients no later than 7-calendar days from the date the results are available to the ordering provider. Communication must be documented in VA ELECTRONIC HEALTH RECORD. If indicated, the ordering provider is expected to also communicate and document a follow up diagnostic or treatment plan. The fact that an outside radiologist may discuss findings with the patient does not remove the obligation of the ordering provider to discuss the findings and a follow-up plan with the patient.

Significant abnormalities may require review and communication in shorter timeframes and 7 calendar days represents the outer acceptable limit. For abnormalities that require immediate attention communication needs to occur in the timeframe that minimizes risk to the patient.

4.6.2.2

Cervical Cancer Screening: Cervical cancer screening must be performed in accordance with VHA guidelines. The results of normal (no evidence of malignancy (NEM)) cervical pathology must be reported to the ordering provider within 30-calendar days of the pathology report being completed. The interpreting pathologist must ensure the ordering provider is contacted with abnormal results within 5-business days. The cervical pathology report of normal NEM results must be communicated to the patient in terms easily understood by a layperson within 14-calendar days from the date of the pathology report and the Human Papilloma Virus (HPV) report becoming available to the ordering provider. Documentation of a letter and/or verbal communication with the patient must be entered into VA EHR. If using the United States Postal Service, confirmation of the receipt of these results is not required. For any abnormal cervical pathology report, the results must be communicated within 7-calendar days of the report (including both cytology and HPV) becoming available to the ordering provider.

4.6.2.3

Tracking and Care Coordination: Per VHA Directive 1330.01(2) Health Care Services for Women Veterans https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5332 Each facility must have a process in place to ensure tracking and timely follow-up of findings from breast and cervical cancer screening. All Administrative Parents (Health Care Systems) must have in place standard operating procedures that specify the tracking process and assign breast, maternity, and gynecological care coordination duties to specific individuals. These duties may be assigned to individuals such as a WH-PACT RN Care Coordinator, Oncology Care Coordinators Mammogram Coordinators or Maternity Care Coordinators (see VHA Handbook 1330.03). These duties should not be assigned to the WVPM who fills a leadership and management role for the Women's Health Program. See local tracking and care coordination SOP in attachments section for more information. Contractor must designate a women's health clinical liaison to coordinate women's health services with the Women Veterans Program Manager at the main facility. The liaison is usually a nurse or social worker but may be a provider. The role of the liaison is to be the point of contact who communicates with the WVPM about issues related to women's health care, environment of care and policy, and to communicate these messages to other staff at the CBOC.

4.6.2.4

Comprehensive primary care and specialty women's health services: comprehensive primary care for women Veterans is defined as the availability of complete primary care from one

primary care provider at one site. The primary care provider should, in the context of a longitudinal relationship, fulfill all primary care needs, including acute and chronic illness, gender-specific, preventative and mental health care. The full range of primary care needs for women Veterans includes: Care for acute and chronic illness such as routine detection and management of disease such as acute upper respiratory illness, cardiovascular disorders, cancer of the breast, cervix, colon, and lung, diabetes mellitus, osteoporosis, thyroid disease, COPD, mental health conditions, etc. Gender-specific primary care, delivered by the same provider, encompasses preconception care, sexuality, contraception- including same day access to emergency contraception-, pharmacologic issues related to pregnancy and lactation, management of menopause-related concerns, and the initial evaluation and treatment of gender-specific conditions such as pelvic and abdominal pain, abnormal vaginal bleeding, vaginal infections, infertility, etc. Preventive care includes services such as age-appropriate cancer screening, weight management counseling, smoking cessation, immunizations, etc. The same primary care provider should screen and appropriately refer patients for military sexual trauma as well as evaluate and treat uncomplicated mental health disorders and substance use disorders.

- 4.6.2.4.1 When specialty care is necessary, the primary care provider will coordinate this care and communicate with the specialty provider regarding the evaluation and treatment plan to ensure continuity of care.
- 4.6.2.4.2 The Contractor must develop a plan to assign women to a proficient women Veteran health primary care provider (WH-PCP) who has a sufficient number of women in their primary care panel to maintain competency in caring for those Veterans.
- 4.6.2.4.3 The Contractor must develop a plan to assign women preferentially to the VA certified Women's Health PCPs at the contracted site. All CBOCSs must have at least two WH-PCPs. (Because of small populations of women at most CBOCs, CBOC WH-PCPs will usually have mixed gender panels). It is necessary to have two WH-PCPs to provide full coverage for women during sick leave and vacation. All newly enrolling women should be assigned to a Women's Health PCP. Women in panels of non-women's health PCPs should be offered the opportunity to request transfer to a Women's Health PCP at the same site of care. It is recommended that women Veterans be clustered in teams where the provider and all team members have experience, knowledge and established systems of care to provide equitable, high-quality care to women Veterans. It is recommended that Women's Health PACT teamlets are assigned a panel size of at least 100 women Veterans, thus allowing all teamlet members to care for a volume of patients to support maintenance of expertise in the care of women.

- 4.6.2.4.3.1 To be initially designated as a Women's Health PCP (WH-PCP), a provider must have at least one of the following:
- 4.6.2.4.3.2 Documentation of attendance at a Women's Health Mini-Residency within the previous 3 years;
- 4.6.2.4.3.3. Documentation of at least 20 hours of women's health continuing medical education (CME) or continuing education unit (CEU) within the previous 3 years;
- 4.6.2.4.3.4 Documentation of at least 3 years in a practice with at least 50% women patients within the previous 5 years;
- 4.6.2.4.3.5 Evidence of completion of an internal medicine or family practice residency; women's health fellowship; or women's health, adult or family practice NP or PA training within the previous 3 years;
- 4.6.2.4.3.6 Documentation of a current preceptorship arrangement with an experienced WH-PCP such as weekly meetings (for at least 6 months); or
- 4.6.2.4.3.7 Evidence of being recognized as a known women's health leader and subject matter expert with experience practicing, teaching, and/or precepting women's health.
- 4.6.2.4.3.8 Renewal of status for Women's Health PCPs requires ten (10) hours of CME or CEU in women's health every 2 years and Skills Proficiency Check and Pap Sample adequacy review by the Womens Health Medical Director (WHMD) at the main facility.
- 4.6.2.4.3.9 The Contractor must provide ongoing education and training to the Women's Health Primary Care Providers to assure competency, proficiency and expertise in providing care to women Veterans.
- 4.6.2.4.4 Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request.
- 4.6.2.4.5 VA is authorized to provide comprehensive pre-natal, intra-partum and post-partum care to eligible women Veterans. Maternity benefits begin with the confirmation of pregnancy, preferably in the first trimester, and continue through the final post-partum visit, usually at 6-8 weeks after the delivery, when the Veteran is medically released from obstetric care. Providers must initiate a Community Care Maternity Consult and notify the Women's Clinic Maternity Care Coordinator at (801)582-1565 ext. 2685.
- 4.6.2.4.6 Emergency contraception (e.g. Levonorgestrel (Plan B) etc.) must be available to all women Veteran patients in a timely

manner (same day of their appointment) even if a provider has requested to opt out from providing emergency contraception to the patient because of a Rights of Conscience (ROC) Claim.

4.6.2.4.7 Contractor shall provide all equipment necessary to provide comprehensive women's health services. Examination rooms shall be set up in accordance with current VA standards to afford women with privacy (placement of examination tables in the room, privacy screens, etc. See Space Requirements section for more details). Equipment such as privacy curtains, exam tables with stirrups and lights, bathrooms adjacent to where pelvic exams are conducted, speculums, supplies, and equipment to perform Pap smears and pregnancy testing should be on hand in the clinic area. Each designated women's health provider shall have an appropriate exam table to conduct the annual women's health exam.

4.6.2.4.8 Women Veterans must have women-only or unisex toilet rooms and bathing/shower facilities. Appropriately locking door hardware with locking mechanisms providing for privacy, safety, security, and utility (allowing staff members to have key or code access in case of emergency) are required for all toilets, baths and showers. A female Veteran must not share a single bathroom between rooms with a male patient in the adjoining room (i.e.: Jack 'n Jill), even if the toilet room is locked. A female in both adjoining rooms sharing the bathroom is acceptable. Personal hygiene products (sanitary pads and tampons) shall be available in examination rooms, public female, unisex, and family toilet rooms at no charge. Diaper changing tables shall be available in designated public male, female, unisex, and family toilet rooms. Diaper changing tables shall be placed at least one per floor in male, female, and unisex toilet rooms, and no more than 300 feet from areas accessible to a patient. Rooms with changing table must be identified, and toilet rooms without changing tables should include signage directing users to the nearest changing table.

4.6.2.4.9 Transgender Veterans: Patients will be addressed and referred to based on their self-identified gender. Room assignments and access to any facilities for which gender is normally a consideration will give preference to self-identified gender, or medical needs of the Veteran, irrespective of appearance and/or surgical history in a manner that respects the privacy needs of transgender and non-transgender patients.

4.6.3 PHARMACY SERVICES:

4.6.3.1 PRESCRIPTION FULFILLMENT: The Contractor will provide all medications, including any necessary vaccines that are to be administered to patients in the clinic. Routine prescriptions will be dispensed by the VA and mailed via VA Centralized Mail Out Pharmacy (CMOP) to the Veteran following appropriate Contractor's provider order entry in the VA EHR. The VA will review all submitted non-formulary restricted, and prior authorization medication consults in a timely manner in accordance with VHA Handbook 1108.08. VA

Pharmacy Service will require Contractor clinic management or designee to conduct routine inspections of medication storage areas monthly and provide documentation per local VA Pharmacy policy to the Chief of Pharmacy. Urgent/Emergent medications needed will be filled via contracted local pharmacy for up to 10 days. The VA pharmacy at the parent facility will provide this contract. All other prescribed medications will be via the VA EHR, faxed, or mailed to VA pharmacy for filling. The Contractor must abide by all Joint Commission (or equivalent accreditation body) and VA policy on the storage, security, handling and disposal of all medications held in their clinic and comply with all monthly clinic inspections and the recommendations generated from those inspections.

- 4.6.3.1.1 The Contractor shall be responsible for prescribing medications as medically indicated. Prior to prescribing any medications, the Contractor shall review medication profiles in the VA EHR for duplicate therapy, drug-disease complications, drug-drug, drug-food, drug-lab interferences, appropriateness of dose, frequency and route of administration, drug allergy, clinical abuse/misuse, and documentation of medications obtained outside of the VA in the VA EHR “Non-VA” medications list, including over-the-counter and herbal agents and known allergies. The Contractor shall also query State Prescription Drug Monitoring Programs (PDMPs) before prescribing controlled substances per VHA Directive 1306 Querying State Prescription Drug Monitoring Programs (PDMP), and review the “STORM” risk dashboard before prescribing controlled substances. Documentation for review of the PDMP database and review of the “STORM” dashboard will be done via templated VA EHR notes.
- 4.6.3.1.2 Medication orders for all medications, including controlled substances prescriptions must be entered into the VA EHR (as per local policy) using the appropriate e-prescribing process (e.g., PIV card). In event of computer down-time, written prescriptions (on an authorized VA Form 10-2577F or other State or Federally approved controlled substance order form) must be used and shall be couriered, signature-confirmed, to the VA Pharmacy-designated point of contact at the end of each business day. The VA will dispense controlled substances in accordance with Federal Law CFR Title 21 1300-end. It is fully expected that all providers will maintain active PIV cards at all times to comply with required prescribing guidelines on controlled substances, as applicable. Vaccines shall be documented in the appropriate immunization record in the VA EHR.
- 4.6.3.1.3 The Contractor is required to utilize the VA National Formulary. The formulary is available electronically under Drug File Inquiry in the VA EHR physician package. Non-formulary, Restricted and prior authorization medications are marked “NF” or “Restricted” in the VA EHR drug file. Changes to the formulary affecting prescribing will be sent to the Contractor electronically through Outlook

messages. Non-formulary or restricted medications may be reviewed for approval with appropriate clinical justification by utilization of the electronic non-formulary/restricted medication consult request process in the VA EHR. The Contractor is required to follow all national VA guidelines for the use of non-formulary, restricted, and prior authorization medications, and to support evidence-based VA cost savings initiatives undertaken by the local VA. The Contractor is also required to adhere to the VA Dual Care Policy. These guidelines may be accessed in the VA EHR, Web links, Pharmacy Benefits Management website or directly through the PBM website at [VA National Formulary](#). The Contractor is required to adhere to the VA Dual Care Policy.

- 4.6.3.1.4 **NOTE: The Contractor's providers must enter documentation in the Non-VA medication section of the VA EHR for any medication(s) patients are taking that are not issued by VA**
- 4.6.3.1.5 A patient's new allergy information shall be entered into the patient's record via the VA EHR. The specifics of the patient's allergy or adverse drug reaction, if known, must be included in the documentation. VA Pharmacy is not permitted to dispense any prescriptions without documentation of a patient's allergies being listed in the chart (or documentation that no known allergies exist as appropriate).
- 4.6.3.1.6 The Contractor shall be responsible for providing all necessary information for each provider with prescriptive authority to the VA Credentialing Office (or as designated by the parent facility)
- 4.6.3.1.7 New drug orders: The contractor shall ensure that at least 95% of all new drug order requests follow all VA National Formulary prescribing guidelines
- 4.6.3.1.8 The Contractor shall provide medication counseling to patients, family or caregivers in accordance with State and Federal laws and VHA requirements, including, but not limited to:
 - 4.6.3.1.8.1 Medication instructions regarding drug, dose, route, storage, what to do if dose is missed, self-monitoring drug therapy, precautions, common side effects, drug-food interactions, and medication reconciliation, and importance of maintaining an accurate and up-to-date list of all medications (including herbals and over-the-counter medications), along with any verbal and/or written instruction provided. Confirmation and documentation of patient/caregiver instruction and the patient's/caregiver's understanding of the instructions including telephone contacts must be documented in the VA EHR Progress Notes.

4.6.3.1.8.2 Instructions for VA medications Refill process:
There are four ways to refill VA medications
(see Patient Handbook page 31 in the
attachments section for more information)

4.6.3.1.8.2.1 If a veteran is out of refills or need to renew a prescription, they can contact (801) 584-2575 or 2-800-579-0540 ext. 2575. If the pharmacy is closed, the After Hours Help line is available 1-866-369-8020

4.6.3.1.8.2.2 Online at www.myhealth.va.gov

4.6.3.1.8.2.3 Call the automated refill system at (801)584-2525 or 1-800-579-0540. The veteran will need their Social Security number and prescription number(s). This number is also located on the prescription label or refill slip. This method requires a touch-tone phone.

4.6.3.1.8.2.4 Mail – Veterans may mail in their refill slip (or send a letter with their name, social security number and the name of the medication) to:

VA Salt Lake City Health Care System
Outpatient Pharmacy (119)
500 Foothill Dr.
Salt Lake City, UT 84148

4.6.3.1.8.3 Instructions to Veterans and/or caregiver on safe and appropriate use of medication-related equipment being supplied shall be documented in the Veteran's medical record.

4.6.3.1.8.4 Instructions on [Coordinated Care for Traveling Veterans](#) (or subsequent revisions thereto).

4.6.3.1.8.5 Instructions on [VA National Dual Care Policy](#) (or subsequent revisions thereto).

4.6.3.2 MEDICATION MANAGEMENT: All medications and supplies used in the treatment of outpatients on premises are required to be stored and secured to meet compliance with The Joint Commission (TJC) standards, VHA policy, OIG/CHIP and OSHA guidelines. Efforts should be made to limit the number of ward stock medications and supplies stored at the Outpatient Site of Care. The Contractor is responsible to ensure all medications are subject to routine inspection, as required by VA Pharmacy, proper storage (in a secure and locked location) and meet all VA policy and TJC standards for medication management.

4.6.3.2.1 In accordance with TJC standards, the Contractor shall actively participate in routine inspections in collaboration with the local VA Pharmacy on a VA-specified regular basis. All medication storage sites will be inspected to ensure that medications are being stored properly (e.g., under appropriate refrigeration, and USP800 compliant if required; externals separated from internals; expiration dates checked, etc.) and VA Medication Inspection Form (VA Form 10-0053) will be completed, signed by the inspecting Pharmacy personnel and the Clinic Nurse

Manager. This information will be used in conjunction with the COR's quarterly evaluation of the Contractor's performance. Follow-up on all recommendations identified and resolution of all identified discrepancies on the Medication Inspection Form will be completed in a timely manner- by Clinic Personnel, as directed or requested by the VA Chief of Pharmacy.

- 4.6.3.2.2 Reports of Adverse Drug Events (ADEs) will be documented in the VA EHR, with the specifics of the event documented as outlined in local VA policy and enter the ADE into the VA ADERS MedSafe Portal located at: https://vaww.cmop.med.va.gov/MedSafe_Portal/. See attached Memorandum 119.02 Adverse Drug Reactions and Allergies.
- 4.6.3.2.3 All medication errors and medication-related incidents shall be reported immediately to the Chief, Pharmacy Service or designee and submitted to the local VA Patient Safety on the local VA-approved Incident Report form.
- 4.6.3.2.4 Customer complaints regarding pharmacy services must be addressed by the VA Pharmacy Service in collaboration with contract clinic management staff. Reports of such complaints must be recorded and forwarded to the VA Chief, Pharmacy Service on a routine and timely basis
- 4.6.3.2.5 The Contractor must work in collaboration with VA Pharmacy Service when there are identified unique medication management needs of the patients and submit appropriate Nonformulary/Restricted/Prior Authorization consults in the VA EHR where appropriate for further review and completed within 96 hours. Examples of this include notification and management of patients that are taking medications that pose a medication safety concern or patients that are taking medications that require therapeutic substitution based on formulary or medication safety concerns. Contractor requirements will be further identified by VA governing bodies and VA Pharmacy.
- 4.6.3.2.6 In accordance with TJC regulations, the Contractor shall provide the patient with an accurate, reconciled list of medication to include medications that the patient is receiving from the VA, medications that he takes from non-VA providers, and any OTC, herbal or alternative medications that the patient reports taking. The Contractor shall meet all requirements of VHA Directive 2011-0121 Medication Reconciliation (or subsequent revisions thereto) as well as any VA policy related to medication reconciliation. See attached Memorandum 11.55 Medication Reconciliation in Section D.
- 4.6.3.2.7 The Contractor shall meet all requirements for anticoagulation management outlined in VHA Directive 1033 Anticoagulation Therapy Management (or subsequent revisions thereto) as well as local policy related to the management of patients on anticoagulation. Local policy is included in the attachments section.

4.6.3.2.8 The Contractor shall provide Quarterly and annual anticoagulation quality assurance summaries as outlined by the local Pharmacy & Therapeutics Committee. For questions, please contact, Terri Evans, VA Anticoagulation Coordinator at terri.evans@va.gov.

4.6.3.2.9 The Contractor is required to enter all prescription orders using the VA EHR outpatient medication order entry option. The Contractor must include complete directions for the prescription (“PRN” alone is not acceptable), and must include the indication for medication use, the appropriate quantity, and subsequent refills for the medication.

4.6.3.3 Clinical Pharmacy Services -Staffing will be provided by the VA parent facility through telehealth. Utilizing the Pharmacy Consult in the EHR The Contracted provider is to perform comprehensive medication management to patients. The Parent facility is available for consult through the Pharmacy Consult in the EHR. The Contracted provider is to perform comprehensive medication management to patients. The Parent facility is available for consult through the Pharmacy Consult in the EHR. The contracted provider must adhere to pharmacy practice acts within that state and the VA Chief of Pharmacy, VA Chief of Staff, and Director must work collaboratively to provide oversight for professional practice of the contracted provider to include roles and responsibilities, VA Scope of Practice and its oversight in accordance with VHA and facility policy (VHA 1108.11 VHA Clinical Pharmacy Services).

4.6.3.3.1 The contractor shall provide space as detailed in space requirements, support staffing, and ancillary support to allow for the provision of clinical pharmacy services. The support services shall be consistent for scheduled telehealth clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling.

4.6.3.3.2 Direct patient care activities are essential impacting comprehensive medication management and optimal patient care outcomes in PACT. Direct patient care activities in PACT Pharmacy Clinics shall contain the 160-stop code in the primary or secondary position to ensure workload capture for clinical pharmacy services. As appropriate, telephone clinic shall contain appropriate stop codes as well to ensure billing and workload for clinical pharmacy services (160 in the secondary position).

4.6.3.3.3 Direct patient care refers to patient care functions which are carried out by a contracted provider. Some examples of direct patient care activities include: Face-to-face comprehensive medication management of complex patients and chronic diseases (such as, but not limited to, anticoagulation, hypertension, diabetes, hyperlipidemia, COPD, heart failure, hepatitis C, pain management); Urgent or same day face-to-face patient visits including but not limited to patient medication review for polypharmacy, recent hospital discharges, co-managed care patients; Virtual Care modality visits such as

Veteran requests through secure messaging, telephone-based care, CVT, HT; SMA; and DIGMAs.

4.6.3.3.4 The Contractor providers will receive support from VA Pharmacy to address routine outpatient medication activities such as prescription verification, refill, renewal, and extension of medication, therapeutic substitutions and conversions, and other general pharmacy issues.

4.6.4 ANCILLARY SUPPORT SERVICES:

4.6.4.1 RADIOLOGY SERVICES: All radiology services are provided through the Radiology Consult Process. The Contractor is responsible for entering consult requests for radiology procedures into the VA EHR. All imaging orders shall be clinically appropriate. Radiology services shall be performed in through care in the community, or at the parent facility. The location will be determined by the VA. Images will be sent to the VA facility, these images will case edited in the Radiology section of the VA EHR by the technologists and sent to the VA EHR Imaging and PACS as defined by local policy and VHA Directive RADIOLOGY PICTURE ARCHIVING AND COMMUNICATION SYSTEMS (PACS) 1104, within two (2) working business days of receipt. X-rays performed at VA or at the outpatient site of care can be viewed by the Contractor through the VA EHR Imaging and the PACS. All studies must be transferred to the VA EHR Imaging and must be available in the VA EHR Imaging for the ordering clinician and others to review so that patient care delays are avoided.

4.6.4.2 ELECTROCARDIOGRAM SERVICES: Contractor is required to provide this service. MUSE-compatible EKGs shall be used which are interfaced with the VA EHR Imaging. (The name and model number of the EKG machine needed is GE 5500 with modem. This will be supplied by VA at cost to the contractor. EKGs are done by the Outpatient Site of Care and documentation will be sent electronically from the GE 5500 EKG machine directly into the VA EHR Imaging. When MUSE - compatible system is not available EKGs will be confirmed, interpreted and documented by the Contractor's licensed provider. The report will be scanned directly into the VA EHR Imaging by the Outpatient Site of Care. The EKGs will be confirmed and/or read by Contractor's providers.

4.6.4.3 LABORATORY SERVICES: Contractor is responsible for: 1) Entering orders for laboratory tests into the VA EHR. Information concerning the laboratory tests are provided as an attachment in Section D. 2) Sending specimens to the VA Core Laboratory once daily, prior to the close of business of the workday, *except* for those specified in this PWS. 3) Paying any costs of all lab work, except for lab work sent to the VA or emergency lab work sent to another site which has been authorized by the VA Communications Center and paying any costs associated with transportation of specimens to the VA and for arranging such transportation in a proper secure method and 4) Ensuring the proper collection, specimen storage, collection supplies, and other preservation of specimens and providing appropriate specimen collection containers that are compatible with the instrumentation and methodology used by the VA laboratory.

4.6.4.3.1 Specimens must arrive at the VA in a condition that allows for safe specimen handling and not compromise the analyzers used for testing or specimen integrity. If specimens are received in a container that does not satisfy those requirements, the VA reserves the right to specify the collection container to be used. A listing of specimen collection containers and laboratory test panels/profiles utilized by VA is included as an attachment to this requirement. The Contractor may not purchase the specimen collection containers from the VA since Federal Acquisition Regulations prohibit the purchase of supplies for resale. Specimens with a shipping manifest shall be delivered to the VA laboratory receiving area located in Building 14, First Floor of the parent facility. Instructions for specimen collection, specimen processing, shipping manifest, and packaging of specimens for transport as an attachment to this requirement. The VA will not be responsible for the quality of laboratory test results obtain from specimens improperly collected or labeled, processed (centrifuged and aliquoted) and/or transported by the Contractor. The Contractor shall be contacted to resolve any discrepancies identified on the shipping manifest. The Contractor shall be notified of any specimen or testing problems. All laboratory test results will be available through the VA EHR upon completion. The **Pathology and Laboratory Program Laboratory Information Manual** is provided in section D (attachments). Questions regarding VA laboratory services shall be addressed to the VA Chief Medical Technologist at (801)582-1565 ext. 1476.

4.6.4.3.2 The VA shall be responsible for transporting laboratory samples in a manner to ensure the integrity of the specimens and proper safeguarding of protected health information. The VA shall supply any special preservatives required for specimen preservation used in transportation. Frozen specimens shall be shipped on dry ice, if required. If laboratory services are performed at a site other than the VA, the Contractor is responsible for entering the laboratory results into the VA EHR. The results for laboratory tests performed at another site cannot be entered into the VA EHR using existing test files. The Contractor must contact the Pathology and Laboratory Medicine (801)582-1565 ext 1988 to create new test files prior to entering results.

4.6.4.4 ANCILLARY, POINT OF CARE, AND WAIVED TESTING SERVICES

4.6.4.4.1 Mandated POC testing includes: Urinalysis, Rapid Strep, Glucose (Glucometer finger stick), and Qualitative Urine Pregnancy testing. (Outpatient Site of Care must have STAT point of care pregnancy testing at the same site of care)

4.6.4.4.2 Anticoagulation services will be provided by the parent facility clinical laboratory. The Salt Lake City VA has not

implemented a waived coagulation testing protocol or analysis in the CBOCs.

- 4.6.4.4.3 The laboratory tests designated as waived under the Clinical Laboratory Improvement Amendments of 1988 and all amendments (CLIA '88, et al.), 42 CFR 493.15(b) and 493.15(c). In the CLIA regulations, waived tests were defined as simple laboratory examinations and procedures that are cleared by the FDA for home use; employ methodologies that are so simple and accurate as to render the likelihood of erroneous results negligible; or pose no reasonable risk of harm to the patient if the test is performed incorrectly. To perform these tests, the Contractor must apply for and maintain a current VA CLIA Certificate. The application for the VA CLIA Certificate, obtained from the Chief Medical Technologist, is sent to the National Enforcement Office who issues the CLIA Certificate.
- 4.6.4.4.4 In addition, the Contractor must apply for and maintain a Utah Department of Health Level II Clinical Laboratory Permit. In the performance of these tests, the Contractor must comply with the terms and requirements of the Ancillary Testing Policy, SOP 0951 Point of Care Authorization. The Ancillary Testing Policy is included in Section D.
- 4.6.4.4.5 The Contractor must also adhere to VA standards/requirements as detailed in VA Handbook 1106.1 when performing ancillary laboratory tests. The results of all testing must be entered into the medical record through the laboratory software package in the VA EHR. The Contractor must take immediate action on any critical test result, immediately inform the VA, and document the action taken through the VA EHR. It is the Contractor's responsibility to maintain the test systems/instruments in proper working order. When necessary, the Contractor must send quality control records and test results to the Ancillary Testing staff for troubleshooting test system/instrument malfunction. The Contractor must address all questions concerning waived and point of care testing to the Ancillary Testing staff at (801)582-1565 ext. 1595.
- 4.6.4.4.6 The VA will provide the test systems/instruments and reagents for contractor waived testing except for fecal occult blood testing cards and developer. The Contractor must contact the VA Ancillary Testing staff prior to purchasing fecal occult blood test kits to ensure consistency of methodology/ manufacturer. If the VA changes fecal occult blood testing methodology/ manufacturer, the Contractor must comply with the change to maintain the same standard of care. These test systems/instruments are from manufacturers that have received 510(K) clearance from the FDA. The VA will provide test procedures and training materials, initial training, and annual competency assessment. The Ancillary Testing staff will make periodic visits to the Contractor's site and monitor the quality control

and test results to ensure accuracy and, consistency, and adherences to VA policies and requirements.

- 4.6.4.4.7 All ancillary testing at the Contractor's site will be under the oversight of the VA Ancillary Testing Program. The Contractor is required to use the same test systems/instruments; quality control and reagent lot numbers used for ancillary testing performed at the VA. See attachment in section D for waived testing test systems/instruments and reagents information. When the VA Ancillary Testing Program upgrades waived test systems/instruments, the VA will furnish the Contractor with the new test systems/instruments to maintain the same standard of care. The Ancillary Testing staff will arrange for repair/maintenance in the event of system/instrument failure. If required, the VA shall provide a courier to transport instruments and/or reagents to the Contractor or the VA Ancillary Testing staff for linearity/correlation studies and minor repairs. The VA will purchase proficiency testing materials for the Contractor, and the Contractor must comply with the Pathology and Laboratory Medicine, CAP and TJC requirements/regulations for testing proficiency materials and submitting results.

- 4.6.4.5 COMMUNICATING TEST RESULTS TO PROVIDERS AND PATIENTS:** In accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients, all test results requiring action must be communicated by the ordering provider, or designee, to patients no later than 7 calendar days from the date on which the results are available. For test results that require no action, results must be communicated by the ordering provider, or designee, to patients no later than 14 calendar days from the date on which the results are available. The Contractor shall provide the VA with the name, pager and telephone numbers of a LIP (physician, nurse practitioner, or physician assistant) at the Outpatient Site of Care to accept critical test results discovered on tests done by the VA. For critical results, the LIP must respond back to the VA within forty-five (45) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results during business hours. After hours, or weekends, all critical lab test results will be delivered to the parent facility Emergency Department, the will document all communication in the veterans EHR. The contractor shall determine a plan to fulfill critical test result procedures, per VA policy. VA will not be responsible for the failure of the Contractor to receive critically abnormal test results. Critical results must be reported to the clinician by the technician/technologist by telephone. Documentation of this notification, "who, when" must appear in the radiology report. For critical results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. See policy Memorandum 113.07 Critical Result Reporting in section D (attachments) for additional requirements regarding communication of test results.

4.6.5 MENTAL HEALTH SERVICES:

4.6.5.1 ESTIMATED MENTAL HEALTH WORKLOAD:

It is estimated that 20% of enrolled Veterans will require Primary Care Mental Health Integration services.

It is estimated that 20% of enrolled Veterans will require General or Specialized Mental Health services.

4.6.5.2 SUMMARY OF INFORMATION FOR MENTAL HEALTH (MH) SERVICES:

4.6.5.2.1 MENTAL HEALTH AND SUBSTANCE USE

SCREENING AND CARE As a part of standard primary care services, the Contractor's staff shall provide screening and care for common mental health and substance use conditions, consistent with team member's clinical privileges, skills, scope of practice, position description, or functional statement. The Contractor's staff shall:

4.6.5.2.1.1 During new patient encounters and at least annually, screen patients for depression, PTSD, alcohol use, and tobacco use

4.6.5.2.1.2. If primary screen for depression and/or PTSD is positive, a Columbia-Suicide Severity Rating Scale (C-SSRS) must be completed in the same calendar day. If the C-SSRS is positive, a comprehensive suicide risk evaluation (CSRE) must also be completed within the same calendar day

4.6.5.2.1.3 Provide counseling about smoking cessation. In addition to education and counseling about smoking cessation, evidence-based pharmacotherapy needs to be available for all adult patients using tobacco products. When provided, pharmacotherapy needs to be directly linked to education and counseling

4.6.5.2.1.4 Provide brief alcohol counseling for positive alcohol use screens

4.6.5.2.1.5 Because population screening is not evidence-based for substance use conditions other than alcohol misuse and tobacco use Contractor's staff will need to use targeted case-finding methods to identify patients who use illicit drugs or misuse prescription or over-the-counter agents. These methods need to include evaluation of signs and symptoms of substance use in patients with other relevant conditions (e.g., other mental health disorders, hepatitis C, or HIV disease).

4.6.5.2.1.6 Provide care for patients with mild to moderate MH and SUD conditions, engaging Primary Care-Mental Health Integration (PC-MHI) providers, general and specialty MH providers, disease prevention specialists, substance use disorder (SUD) providers, or other providers as indicated.

- 4.6.5.2.1.7 For patients with SUD who decline referral to specialty SUD treatment, the Contractor's staff shall continue to monitor patients and their substance use conditions. They are to utilize their interactions with the patient to address the substance use problems and to work with them to accept referrals. NOTE: Strategies that may enhance motivation to seek SUD specialty care include: providing the patient easy-to-read information on the adverse consequences of drinking; having the patient identify problems that alcohol has caused; urging the patient to maintain a contemporaneous diary of alcohol use and the circumstances and consequences associated with it; and frequent appointments with the patient. Interventions with SUD treatment-reluctant patients are always to be characterized by a high-degree of provider empathy.
- 4.6.5.2.1.8 To ensure the availability of outreach and referral services to homeless Veterans, all contractor sites must designate at least one outreach specialist, usually a clinical social worker, to provide services to homeless Veterans. Contractor sites with 10,000 or more patients shall have a dedicated specialist. In smaller sites serving less than 10,000, this may be a collateral assignment.
- 4.6.5.2.1.9 Sites with 10,000 patients or more shall have a Suicide Prevention Coordinator (SPC) with a full-time commitment to suicide prevention activities. In smaller sites serving less than 10,000, this may be a collateral assignment.
- 4.6.5.2.1.10 In all MH services that the Contractor provides, the contractor shall comply with TJC and CARF and VAMC quality standards pertaining to patient treatment. Non-compliance with these requirements may result in the revocation of clinical privileges by the VA.

4.6.5.2.2 MENTAL HEALTH SAME DAY ACCESS

REQUIREMENTS: The Contractor shall provide Same Day MH Access – Same Day MH Evaluation: Crisis/Suicidal Needs (on phone or in person): Any Veteran reporting or identified as being in crisis (including suicidality), will receive an immediate crisis response.

4.6.5.2.2.1 Veterans New to MH:

In Person: Any Veteran new to MH requesting or referred for care in person will be seen in person the same day by a Licensed Independent Provider (LIP) to screen for and address immediate care needs

By Phone: Any Veteran new to MH calling to initiate care will be scheduled for an initial evaluation. Schedulers answering the phone will ask if the Veteran needs to speak with a provider immediately. If an urgent request is made or suggested, an immediate crisis response will be

initiated, and follow-up care will be provided, as needed. If an urgent response is not indicated, a LIP will call the Veteran back the same day or no later than the next calendar day

4.6.5.2.2.2 Veterans Established in MH Care:

In Person: Veterans established in mental health care self-identifying a need for attention will be seen in person the same day by a provider to address immediate care needs.

By Phone: Veterans established in mental health care may self-identify a need for urgent attention. Schedulers answering the phone will ask if the Veteran needs to speak with a provider immediately. If an urgent request is made or suggested, an immediate crisis response will be initiated, and follow-up care will be provided as needed. [If urgent response is not indicated, a provider will call the Veteran back the same day (or the next business day)].

4.6.5.2.2.3 Documentation should cover the requirements of the screening evaluation. This should include documentation of: determination of urgency of mental health care needed and initiation of immediate crisis response if needed, identification of the appropriate setting for subsequent evaluation and treatment, treatment follow-up plan, provision of emergency contact information for mental health services (this can include the VCL Hotline number or a local facility contact number), and follow-up on any specific concerns or questions by the Veteran

4.6.5.2.2.4 A Comprehensive MH diagnostic and treatment planning evaluation must be completed within 30 days of the same day evaluation.

4.6.5.2.3 SUICIDE PREVENTION: The Contractor shall follow established Medical Center policy for suicide prevention, to include coordinating with the Suicide Prevention Coordinator, contributing to a high risk for suicide list, and establishing a Category II Patient Record Flag (PRF) as indicated. See current Medical Center policy provided in the attachments section for more detailed information

4.6.5.2.4 MH URGENT/EMERGENT SERVICE: If at any time a patient needs more intense services than those provided on site, the Contractor shall take steps to arrange transfer to VA; or if more urgent care is needed, to the nearest emergency room.

During normal business hours, and after hours, transfer to VA can be arranged by calling the Emergency Department at (801)582-1565 ext.1405 which is answered twenty-four (24) hours per day. The nurses or Administrative Officer of the Day will assist in arranging transfer to VA. If immediate

consultation with a psychiatrist is needed, the staff can also call this number and request assistance. Patients with health-related questions may also be directed to call the Nurse Helpline at (801)582-1565 ext. 2575 and follow the menu options.

VA Mental Health also maintains same day services. Patients shall be given specific directions to the location; the contractor shall call the location on the VA Campus and alert the personnel to expect the same day need. The patient shall be advised that they will be seen in the Initial Evaluation clinic the same day. The Contractor shall follow up to document that patient successfully arrived or did not arrive at the location and document the file accordingly. If the patient did not arrive, the Contractor shall make phone contact with the patient to determine if the patient requires further direction or assistance

4.6.5.2.5 PREVENTION AND MANAGEMENT OF VIOLENCE:

All Contractor Staff members must meet current VA training requirements on the prevention and management of disruptive behavior.

4.6.5.2.6 MILITARY SEXUAL TRAUMA SCREENING: VHA Directive 1115, Military Sexual Trauma (MST) Program (or subsequent revisions thereto) requires the expansion of the focus on sexual trauma beyond counseling and treatment, mandates that counseling and appropriate care and services be provided, and mandates that a formal mechanism be implemented to report on outreach activities. The VA has mandated screening of every Veteran, male and female, for sexual trauma while in the military. This includes asking the Veteran whether they have experienced sexual harassment, sexual or physical assault, or domestic violence while on active duty. All Veterans and potentially eligible individuals seen in Contractor's site's must be screened for experiences of MST. This must be done using the MST Clinical Reminder in the VA EHR (see subpar. 4c (5)). Screening is to be conducted in appropriate clinical settings by providers with an appropriate level of clinical training; screenings are not to be conducted by clerks or health technicians. If a Veteran screen positive for such trauma and would like to receive evaluation or counseling services, a consult can be initiated to Behavioral Health outpatient services. The Veteran may decline such services, and this should be documented as well. Immediate assistance can be obtained by calling the VA Division at 801-582-1565 ext. 1255 and asking for the Military Sexual Trauma Coordinator. NOTE: Contactor sites with 5,000 or more patients must provide care for MST-related mental health conditions on-site. Contractor shall ensure that there are a sufficient number of clinicians able to provide specialized mental health care for conditions related to MST to adequately meet the demand for care.

4.6.5.2.7 DISASTER PREPAREDNESS: All Contractor sites must have a designated Mental Health Disaster POC, who can serve as a member of the VA parent facility's Disaster Response Team. Training for the Mental Health Disaster POC needs to be coordinated with training for other disaster response clinicians and emergency management teams at the parent facility and VISN levels

4.6.5.2.8 MENTAL HEALTH NO SHOW POLICY

Regardless of High-Risk Status, following a No Show appointment, there shall be at least 3 attempts to contact All Veterans, and these attempts must be documented in the electronic medical record (EHR).

- Staff shall make 3 attempts to follow up on all scheduled No Show appointments, including individual therapy, group therapy, or initial consult evaluation.
- In most cases follow up attempts for No Show appointment are telephone calls, but it is recognized other attempts may be appropriate to the specific situation, for example homeless outreach or certified mail when there is no telephone available
- The telephone attempts in most cases can be conducted by any staff member who has access to document in the VA EHR, including clerks, LPN, health tech, etc. However, if the patient has a VA EHR High Risk alert, a licensed independent provider (LIP) must make the attempts to contact the Veteran
- There must be a policy on No Show follow up, which includes a mechanism for supervisors to audit compliance by performing chart reviews
- If contact with the Veteran is unsuccessful, contacting local law enforcement for assistance is recommended when risk for harm is deemed to be imminent. Consideration for contacting local law enforcement should be based upon the documented clinical determination of imminent risk, which applies to all Veterans regardless of High-Risk status

4.6.5.6 MENTAL HEALTH SUPPORT SERVICES: The Contractor shall provide the following clerical support services for tele-mental health care.

- Schedule and reschedule patients for Mental Health Providers and the Quit Smart program.
- Check in patients for clinics
- Check out patients/encounters for clinics
- Utilize the Insurance Capture Buffer to record Veteran insurance information.

- Place reminder calls to patients no later than one day prior to their appointment
- Call patients to cancel and reschedule appointments when the provider is unable to see the patient.
- Receive and screen phone calls for the clinics and providers
- Process all consults for the above clinics
- Provide support for the tele mental health appointments including scheduling, set-up
- Participate in triaging secure messages

4.6.5.7 PRIMARY CARE-MENTAL HEALTH INTEGRATION (PC-MHI): Contractor supported Telemental health; referrals to the parent VA facility; or to nearby Vet Centers: All referrals are provided through the Mental Health Consult Process. The Contractor is responsible for entering consult requests for Mental Health into the VA EHR. The parent VA facility will determine if the Mental Health service will be provided to the veteran through Care in the Community to the extent if a Veteran is eligible, a sharing agreement, or at the parent VA facility (in person, or via Contractor supported telehealth at the contractor site)

4.6.5.8 GENERAL AND SPECIALTY MENTAL HEALTH SERVICES: Contractor supported Telemental health; referrals to the parent VA facility; or to nearby Vet Centers. All referrals are provided through the Mental Health Consult Process. The Contractor is responsible for entering consult requests for Mental Health into the VA EHR. The parent VA facility will determine if the Mental Health service will be provided to the veteran through Care in the Community to the extent if a Veteran is eligible, a sharing agreement, or at the parent VA facility (in person, or via contractor supported telehealth at the contractor site)

4.6.5.9 Evidence-based Psychotherapy for PTSD: All Veterans with PTSD must have access to Cognitive Processing Therapy (CPT) or Prolonged Exposure Therapy as designed and shown to be effective. Provides delivery of evidence-based psychotherapy when it is clinically indicated for patients

4.6.5.10 Evidence-based Psychotherapy for Depression and Anxiety Disorders: All Veterans with depression or anxiety disorders must have access to Cognitive Behavioral Therapy (CBT), Acceptance and Commitment Therapy (ACT), or Interpersonal Therapy. Delivery of evidence-based psychotherapy when it is clinically indicated for patients

4.6.5.11 Evidence-based Somatic Therapies: (1) Evidence-based pharmacotherapy shall be provided when indicated for mood disorders, anxiety disorders, PTSD, psychotic disorders, SUD, dementia, and other cognitive disorders. Such care must be consistent with current VA clinical practice guidelines and informed by current scientific literature. **NOTE:** Current VA clinical practice guidelines can be found at: <http://www.healthquality.va.gov>. (2) Care can be provided by a physician or appropriately credentialed and supervised advanced practice nurse or physician assistant and may be provided using telemental health when appropriate. (3) Because in many cases combined psychosocial and psychopharmacological treatment has been shown to be more

effective than either intervention alone, Veterans must have access to combined treatment when indicated. Pharmacotherapy needs to be coordinated with other psychosocial or psychological interventions patients may be receiving, as well as primary and other specialty medical care

4.6.5.12 Veterans must have access to electroconvulsive therapy (ECT): in the VISN in which they receive care. ECT must be provided when it is clinically indicated consistent with VA clinical practice guidelines found at: <http://www.healthquality.va.gov/guidelines/MH/mdd/> as well as those of the American Psychiatric Association. Staff needs to be knowledgeable about the current scientific literature and ECT needs to be coordinated with other psychosocial, psychological, psychopharmacological, and medical care that patients may be receiving.

4.6.5.13 Psychotherapy Groups: The mental health staff shall identify situations where group therapy may be beneficial to Veterans and their families. Groups should be time limited (10-12 sessions) and goal directed.

4.6.5.13.1 Psychotherapy groups can be closed or cohort-based, or they can continually be open to new members. There are several arguments in favor of closed groups. However, waiting for the formation of a new group can lead to delays in the initiation of treatment. Accordingly, closed or cohort-based groups are allowable in VHA facilities only when the facility's care system ensures that they do not lead to the denial of care for any Veteran, and that waiting for the start of a new psychotherapy group does not lead to delays in the implementation of care. Patients awaiting the start of a therapy group must be monitored on an ongoing basis. Their care needs must be evaluated, and alternative treatments must be implemented when needed, for example: When patients are a danger to themselves or others, when they are experiencing increasing degrees of impairment, or When they are suffering from severe symptoms. Waiting periods need to be utilized to provide pre-group preparation to enhance the experience and benefits of group treatment. Whenever patients need to wait for the start of a group, they must be offered an appropriate form of interim treatment

4.6.5.14 Family Education and Involvement: Provide On-site Family Education, Family Consultation, Family Psychoeducation, and Marriage and Family Counseling for Veterans who need these services as part of their overall treatment. These services can be provided on-site through contractor supported Telemental health delivery, or at the parent VA facility.

4.6.5.14.1 Providers need to discuss family involvement in care with all patients with Serious Mental Illness (SMI) or as clinically indicated, at least annually and at the time of each discharge from an inpatient mental health unit. The treatment plan needs to identify at least one family contact, or the reason for the lack of a contact (e.g., absence of a family, Veteran preference, lack of consent). As part of this process, providers must seek consent from Veterans to contact families in the future, as necessary, if the Veteran experiences increased symptoms and families are

needed to assist in care. If the Veteran's consent is unobtainable, this must be documented.

4.6.5.14.1.1 Family consultation, family education, or family psycho-education within existing statutory and regulatory counseling authority for Veterans with SMI or as clinically indicated must be provided for those who need them.

4.6.5.14.1.2 Opportunities for family consultation, family education, or psycho-education within existing statutory and regulatory counseling authority must be available to all Veterans with SMI or as clinically indicated

4.6.5.15 Social Skills Training: Social skills training is an evidence-based psychosocial intervention that must be provided when clinically indicated and must be available to all Veterans with SMI who would benefit from it

4.6.5.16 Peer Support Counseling: Contractor sites must make peer counseling available for Veterans with SMI when it is clinically indicated and included in the Veteran's treatment plan. Peer counseling may be made available by telemental health, referral to VA facilities that are geographically accessible, or by referral to community-based providers

4.6.5.17 Compensated Work Therapy (CWT), Transitional Work, and Supported Employment: Provide information about the CWT Program and criteria for participation must be made available to Veterans. Whether a particular patient's participation in the CWT program would be appropriate is a medical determination to be made by the responsible clinician, consistent with CWT Program criteria

4.6.5.17.1 Offer CWT with both Transitional Work and Supported Employment services for Veterans with occupational dysfunctions resulting from their mental health conditions, or who are unsuccessful at obtaining or maintaining stable employment patterns due to mental illnesses or physical impairments co-occurring with mental illnesses. Participation in the CWT program must be available to any Veteran receiving care through VA whom VA finds would benefit therapeutically from participation

4.6.5.18 Substance Use Disorders (SUD):

4.6.5.18.1 Provide appropriate services addressing the broad spectrum of substance use conditions including tobacco use disorders must be available for all Veterans who need them

4.6.5.18.2 Provide services for tobacco-related disorders need to be provided to those who need them in a manner that is consistent with the VA-DOD Clinical Practice Guideline for Management of Tobacco Use, which can be found at:
http://www.oqp.med.va.gov/cpg/TUC3/TUC_Base.htm

4.6.5.18.3 During new patient encounters and at least annually, patients in primary care, appropriate medical specialty care settings, and mental health care services need to be screened for tobacco use.

- 4.6.5.18.4 In addition to education and counseling about smoking cessation, evidence-based pharmacotherapy needs to be available for all adult patients using tobacco products. When provided, pharmacotherapy needs to be directly linked to education and counseling
- 4.6.5.18.5 To the greatest extent practicable and consistent with clinical standards, interventions for substance use conditions must be provided when needed in a fashion that is sensitive to the needs of Veterans and of specific populations including, but not limited to: the homeless; ethnic minorities; women; geriatric patients; and patients with PTSD, other mental health conditions, and patients with infectious diseases (human immunodeficiency virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), and hepatitis C); TBI; and SCI
- 4.6.5.18.6 Services addressing substance use conditions can be provided in VA facilities in SUD specialty care, in primary care and other medical care settings (especially in programs that integrate mental health and primary care), through programs integrating treatment for co-occurring mental health disorders and SUD (dual diagnoses) in mental health settings, or in community settings through contracts, or Community Care to the extent that the Veteran is eligible. Regardless of the setting, the process of care must recognize the principle that SUDs are, in most cases, chronic or episodic and recurrent conditions that require ongoing care
- 4.6.5.18.7 Consistent with the National Voluntary Consensus Standards for Treatment of Substance Use Conditions endorsed by the National Quality Forum (2007) and the VA-DOD Clinical Practice Guidelines for Management of Patients with SUD, the following services must be readily accessible to all Veterans when clinically indicated
- 4.6.5.18.8 During new patient encounters and at least annually, patients in primary care, appropriate medical specialty care settings, and mental health care services need to be screened for alcohol misuse
- 4.6.5.18.9 Because population screening is not evidence-based for substance use conditions other than alcohol misuse and tobacco use; primary care, medical specialty, and mental health services need to use targeted case-finding methods to identify patients who use illicit drugs or misuse prescription or over-the counter agents. These methods need to include evaluation of signs and symptoms of substance use in patients with other relevant conditions (e.g., other mental health disorders, hepatitis C, or HIV disease).
- 4.6.5.18.10 Patients who have a positive screen for, or an indication of, a substance use problem must receive further assessments to determine the level of misuse and to establish a diagnosis. Diagnostic assessment can be conducted by primary care or other medical providers, mental health providers, or specialists in substance use disorders. Patients diagnosed with a substance use illness must receive a multidimensional, bio-psychosocial

assessment to guide patient centered treatment planning for substance use illness and any coexisting mental health or general medical conditions.

- 4.6.5.18.11 All patients identified with alcohol use more than National Institute on Alcohol Abuse and Alcoholism guidelines need to receive education and counseling regarding drinking limits and the adverse consequences of heavy drinking. When the excessive alcohol use is persistent, the patients are to receive brief motivational counseling by a health care worker with appropriate training in this area, referral to specialty providers, or other interventions depending upon the severity of the condition and the patient's preferences. For patients who are identified as dependent on alcohol, further treatment must be offered, with documentation of the offer and the care provided.
- 4.6.5.18.12 All health care providers caring for an individual Veteran must systematically promote the initiation of treatment and the ongoing engagement in care for patients with SUD.
- 4.6.5.18.13 For patients with SUD who decline referral to specialty SUD treatment, providers in primary care, mental health, or other settings need to continue to monitor patients and their substance use conditions. They are to utilize their interactions with the patient to address the substance use problems and to work with them to accept referrals. NOTE: Strategies that may enhance motivation to seek SUD specialty care include: providing the patient easy-to-read information on the adverse consequences of drinking; having the patient identify problems that alcohol has caused; urging the patient to maintain a contemporaneous diary of alcohol use and the circumstances and consequences associated with it; and frequent appointments with the patient. Interventions with SUD treatment-reluctant patients are always to be characterized by a high-degree of provider empathy.
- 4.6.5.18.14 Motivational counseling needs to be available to patients in all settings who need it to support the initiation of treatment
- 4.6.5.18.15 When patients are evaluated as appropriate and are willing to be admitted to inpatient or residential treatment settings for substance use conditions, but admission to those settings is not immediately available, interim services must be provided as needed to ensure patient safety and promote treatment engagement
- 4.6.5.18.16 All contractor sites must make medically-supervised withdrawal management available by referral as needed, based on a systematic assessment of the symptoms and risks of serious adverse consequences related to the withdrawal process from alcohol, sedatives or hypnotics, or opioids
- 4.6.5.18.17 Although withdrawal management can often be accomplished on an ambulatory basis, contractor sites must make inpatient withdrawal management available by referral for those who require it.
- 4.6.5.18.18 Withdrawal management alone does not constitute treatment for dependence and must be linked with further treatment for

SUD. Appointments for follow-up treatment must be provided within 1 week of completion of medically-supervised withdrawal management.

- 4.6.5.18.19 Coordinated and intensive substance use treatment programs must be available for all Veterans who require them to establish early remission from the SUD. These coordinated services can be provided through either or both following:
- 4.6.5.18.20 Intensive Outpatient services at least 3 hours per day at least 3 days per week in a designated program delivered by staff with documented training and competencies addressing SUD
- 4.6.5.18.21 An MH RRTP, either in a facility that specializes in SUD services or a SUD track in another MH RRTP that provides a 24/7 structured and supportive residential environment as a part of the SUD rehabilitative treatment regimen
- 4.6.5.18.22 Multiple (at least two) empirically-validated psychosocial interventions must be available for all patients with substance use disorders who need them, whether psychosocial intervention is the primary treatment or as an adjunctive component of a coordinated program that includes pharmacotherapy
- 4.6.5.18.23 Empirically-validated interventions include motivational enhancement therapy, cognitive behavioral therapy for relapse prevention, 12-step facilitation counseling, contingency management, and SUD-focused behavioral couples counseling or family therapy
- 4.6.5.18.24 Pharmacotherapy with approved, appropriately- regulated opioid agonists (e.g. Buprenorphine or methadone) must be available to all patients diagnosed with opioid dependence for whom it is indicated and for whom there are no medical contraindications. It needs to be considered in developing treatment plans for all such patients. Pharmacotherapy, if prescribed, needs to be provided in addition to, and directly linked with, psychosocial treatment and support. When agonist treatment is contraindicated or not acceptable to the patient, antagonist medication (e.g., naltrexone) needs to be available and considered for use when needed. Opioid Agonist Treatment can be delivered in either or both following settings
- 4.6.5.18.25 Opioid Treatment Program (OTP). This setting of care involves a formally-approved and regulated opioid substitution clinic within which patients receive opioid agonist maintenance treatment using methadone or buprenorphine
- 4.6.5.18.26 Office-based Buprenorphine Treatment. Buprenorphine can be prescribed as office-based treatment in non-specialty settings (e.g., primary care), but only by a “waivered” physician. Buprenorphine is not subject to all the regulations required in officially-identified OTPs, but must be delivered consistent with treatment guidelines and Pharmacy Benefits Management criteria for use
- 4.6.5.18.27 Pharmacotherapy with an evidence-based treatment for alcohol dependence is to be offered and available to all adult

patients diagnosed with alcohol dependence and without medical contraindications. Pharmacotherapy, if prescribed, must be provided in addition to, and directly linked with, psychosocial treatment and support

4.6.5.18.28 Patients with substance use illness need to be offered long-term management for substance use illness and any other coexisting mental health and general medical conditions. The patient's condition needs to be monitored in an ongoing manner, and care needs to be modified, as appropriate, in response to changes in their clinical status

4.6.5.18.29 When PTSD or other mental health conditions co-occur with substance use disorders, evidence-based pharmacotherapy and psychosocial interventions for the other conditions need to be made available where there are no medical contraindications, with appropriate coordination of care

4.6.5.18.30 Substance use illness must never be a barrier for treatment of patients with other mental health conditions. Conversely, other mental disorders must never be a barrier to treating patients with substance use illnesses. When it is appropriate to delay any specific treatment, other care must be provided to address the clinical needs of the Veteran

4.6.5.18.31 Consultations from specialists in substance use disorders or dual diagnosis must be available when needed to establish diagnoses and plan treatment.

4.6.5.19 SUICIDE PREVENTION: The Contractor shall follow established Medical Center policy for suicide prevention, to include coordinating with the Suicide Prevention Coordinator at the parent facility, contributing to a high risk for suicide list, and establishing a Category II Patient Record Flag (PRF) as indicated. See current Medical Center policy provided in the attachments section for more detailed information.

4.6.5.19.1 The parent facility Suicide Prevention Coordinator will perform tracking and reporting on Veterans determined to be at high risk for suicide and Veterans who attempt suicide

4.6.5.19.2 The parent facility Suicide Prevention Coordinator will respond to referrals from the National Suicide Prevention Hotline and other staff

4.6.5.19.3 The parent facility Suicide Prevention Coordinator will train staff who have contact with patients, including clerks, schedulers, and those who are in telephone contact with Veterans, so they know how to get immediate help when Veterans express any suicide plan or intent

4.6. 5.19.4 The parent facility Suicide Prevention Coordinator will provide general consultation to providers concerning resources for suicidal individuals, as well as expertise and direction in the areas of system design to prevent suicidal deaths within their local VA medical centers

4.6. 5.19.5 The parent facility Suicide Prevention Coordinator will work with providers to ensure that:(a) Monitoring and treatment is

intensified for high risk patients; and(b) High-risk patients receive education and support about approaches to reduce risks

- 4.6. 5.19.6 The parent facility Suicide Prevention Coordinator will Report on a monthly basis to mental health leadership and the National Suicide Prevention Coordinator on the Veterans who attempted or completed suicide along with requested data that is used to determine characteristics and risks associated with these groups of Veterans. NOTE: This information is tracked and trended on a national level by the Center of Excellence at Canandaigua, NY
- 4.6. 5.19.7 Ensure patient safety and to initiate problem-solving about any tensions or difficulties in the patient's ongoing care. The Contractor, the SPC, and each patient's principal mental health providers must work together to monitor high-risk patients to ensure that both their suicidality and their mental health or medical conditions are addressed. Each VA medical center must establish a high risk for suicide list and a process for establishing a Category II Patient Record Flag (PRF) to help ensure that patients determined to be at high risk for suicide are provided with follow up for all missed mental health and substance abuse appointments (see current VHA policy for more detailed information).NOTE: Contractor site shall support and implement each component of VA's Suicide Prevention Program, and support the activities of the SPCs by ensuring they have the time and resources needed

4.6.5.20 HOMELESS PROGRAMS: To ensure the availability of outreach and referral services to homeless Veterans, all contractor sites must designate at least one outreach specialist, usually a clinical social worker, to provide services to homeless Veterans. Based on the size of the CBOC this is collateral assignment for the PACT provider, with the help of the Administrative Associate.

- 4.6.5.20.1 All Veterans who are homeless, or at risk for homelessness, must be offered shelter through collaborative relationships with providers in the community. Contractor staff must ensure that homeless Veterans have a referral for emergency services and shelter or temporary housing. To the extent that it is possible under existing legal authority, facilities must facilitate the Veteran's transportation to the shelter or temporary housing
- 4.6. 5.20.2 Use of emergency shelter services should generally not exceed 3 days and is only to be used as a last resort. Within that period, homeless outreach staff or other qualified clinical staff must evaluate the Veteran's clinical needs and refer or place the Veteran for treatment and rehabilitation in therapeutic transitional housing, a MH RRTP, or another appropriate care setting. When longer stays in emergency shelters are unavoidable, this must be documented in the medical record; in these cases, ongoing Case Management, assessment and evaluation, and referral services must continue until more stable arrangements for transitional housing providing treatment or rehabilitation have been made

4.6. 5.20.3 VA will provide information to Contractor about collaborative formal, or informal, agreements with community providers for shelter, temporary housing, or basic emergency services and support them in working together to allow appropriate placement for Veterans together with their families when they are homeless or at risk of homelessness. VA will provide information to Contractor about placement opportunities in Grant and Per Diem Program, a VA Domiciliary, another VA MH RRTP, or other care settings that provide needed services. **NOTE:** Eligibility criteria may differ between several types of programs

4.6. 5.20.4 Each VA medical center that has a designated Grant and Per Diem-funded program in its area is responsible for designating a Grant and Per Diem Liaison. Each liaison is to provide case management services for Grant and Per Diem patients, and oversight of the Grant and Per Diem funded program as outlined in VHA Handbook 1162.01. The Grant and Per Diem Liaison can be contacted by contacting the Health Care for Homeless Veterans (HCHV) Program at (801)582-1565 ext. 4706.

4.6. 5.20.5 Department of Housing and Urban Development (HUD)-VA Supported Housing (VASH) Programs have been established in areas that have a high concentration of homeless Veterans. Through a partnership agreement, HUD provides rental assistance vouchers to homeless Veterans referred by VA case management staff for permanent housing. VA provides case management and other clinical services to Veterans in this program. When appropriate, the housing vouchers can be provided to Veterans together with their families.

4.6.5.21 INTEGRATING MENTAL HEALTH SERVICES IN THE CARE OF OLDER VETERANS: Services shall be provided by professionals with specific experience in mental health and aging issues. Integrated mental health services are especially critical to ensuring access, quality, coordination, and continuity of care for older Veterans who are often otherwise much less likely to access mental health services. Accordingly, mental health specialists need to be included in teams serving the needs of older Veterans. The extent of staffing must be sufficient to ensure timely access to high quality, integrated care services: Psychological assessment; Cognitive evaluations; mental health treatment services, specifically including psychosocial, environmental, and behavioral management services; and Geriatric psychopharmacology treatment services

4.6.5.21.1 When families, or significant others, are involved in care giving, the management of Veterans with late life dementia needs to include education and support for them, when this is consistent with existing legal authority for including families in care processes. **NOTE:** There is a robust evidence-base demonstrating that these interventions benefit the patient.

4.6.5.22 SPECIALIZED PTSD SERVICES: Veterans with PTSD can be treated in Specialized PTSD Services, general Mental Health Services, or primary care. All contractor sites (i.e. CBOC) must:

- 4.6.5.22.1 Have the capacity to provide diagnostic evaluations and treatment planning for PTSD through full- or part-time staffing or by telemental health with parent VA medical centers
- 4.6. 5.22.2 Contractor sites seeing more than 1,500 unique Veterans each year must provide mental health treatment services for those who need them
- 4.6. 5.22.3 When Contractor's see less than 1,500 unique Veterans are within 1 hour of other VA facilities, they may make services for PTSD available to those who need them by referral to these other facilities
- 4.6. 5.22.4 When there are no nearby facilities, smaller contractor sites must provide needed services by telemental health, or by referral to the VA parent facility to the extent that the Veteran is eligible
- 4.6.5.22.5 Make PCTs available for consultation or care for Veterans who may have PTSD, either on site, by referral to nearby VA medical centers, or by telemental health.
- 4.6.5.22.6 All PTSD or Specialist programs must be able to address the care needs of Veterans with both PTSD and SUD. These needs can be addressed in two ways with:
- 4.6.5.22.7 Distinct PTSD dual diagnosis programs or tracks that include providers with specific expertise in both PTSD and SUD, or Structures, processes and formal mechanisms to support the coordination of care for PTSD with that provided in SUD programs. These may include specialized programs of care management for these patients. Care of the intensity available in a PTSD Day Hospital or MH RRTP needs to be available to all Veterans receiving care from VHA to the extent that it is clinically indicated

4.6.6 SPECIALTY CARE SERVICES:

4.6.6.1 PODIATRY SERVICES: The Contractor is not required to provide this service. The veterans shall receive podiatry services through VA podiatry consult in the patient's EHR.

- 4.6.7 TELE HEALTH SUPPORT AND SERVICES:** Contractor shall implement VHA Telehealth Services using guidance provided within VHA Clinic Based Telehealth Operations Manual and VHA Home Telehealth Operations Manual provided in the attachments section. The Contractor shall support and provide telehealth services. It is the responsibility of the contractor to ensure that in the event of a patient emergency, e.g. acute medical event, violence or threat of self-harm that explicit processes are in place that ensures a distance provider can alert the clinic and institute the appropriate actions to protect patients and/or staff from harm. These processes must be regularly checked to ensure they are operational and meet specified response times. The contractor cannot assume that all clinical, technology, business, regulatory and legal aspects of telehealth that apply to VA and VA practitioners will automatically apply to contractor's staff. It is the responsibility of the contractor to ensure that all telehealth services provided by contractor's staff meet all such requirements. Staff, Space and Equipment requirements shall be as required by this document. TCTs and TelePresenters shall be qualified as specified in this document. The VA will maintain the VA-provided telehealth equipment. VA will also provide the

networking capability to support the telehealth equipment. Sufficient band width is required for satisfactory communication.

- 4.6.7.1** This site has a requirement to support and provide telehealth services to VA patients. The veterans may visit with primary care VA providers, mental health, clinical pharmacy, social work, nutrition, specialty care providers and rehabilitative service providers over a proprietary VA Telehealth Network that initially includes Tele-mental health, Tele-retinal, and Tele-dermatology. Primary care providers may refer for other telehealth consultative services from specialty providers and rehabilitative service providers. The VA will provide all Tele-Video Conference Equipment, all associated Information Technology Equipment and T-1 access to the VA confidential data network. It is anticipated the VA will utilize Telehealth Primary Care at this site for up to 32 hours per week during Monday thru Friday from 8 a.m. to 4 p.m.
- 4.6.7.2 TELE-RETINAL SERVICES:** The Contractor shall provide teleretinal imaging services for a target population of patients, to include those with Diabetes Mellitus who have not been evaluated for retinopathy within the past year. The contractor's Primary Care Providers (PCPs) will determine, based on the VA EHR eye clinic records or patient eye history documented in the VA EHR, which patients need to be imaged
- 4.6.7.3 TELE-DERMATOLOGY SERVICES:** Contractor's PCPs and imagers (whether TCTs, nurses, mid-level provider or MDs) will complete all training required as specified by VA for Store and Forward Teledermatology (SFT), and will utilize standardized templates and coding guidance for SFT provided by VA. As requested by the Contractor's PCPs, the TCT will measure and photograph potential dermatologic concerns and transfer images to the VA Dermatology Department for consultative analysis. The Contractor's PCPs shall initiate treatment as recommended by the VA Dermatology Department's teledermatology readers. VA will provide all necessary equipment and supplies, to include: specialized camera with associated memory cards, tripod, storage case, battery pack and cleaning equipment; transmission software; cleaning supplies with instructions; and rulers. Contractor shall provide for storage of tele-derm equipment and supplies. The TCT will clean/maintain equipment and request maintenance/repair, beyond user-level, from VA Biomedical Repair.
- 4.6.7.4 TELE-MENTAL HEALTH SERVICES:** The VA shall provide a qualified professional for tele-mental health services. The Contractor shall provide the support staff at the distal end who can arrange appropriate time and space for the veteran, and staff who can provide technical support as needed. Use of Telemental Health to support the delivery of services is allowed and encouraged as a mechanism for meeting requirements throughout this document. Nevertheless, it is important to recognize that there may be limits to the services that can be provided using this technology. These may include certain highly interactive and "high-touch" evaluations or interventions.
- 4.6.8 TELEPHONE ACCESS TO CLINICAL CARE:** The Contractor must make provisions for toll free telephone care, twenty-four (24) hours a day, seven (7) days a week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033, "Telephone Service for Clinical Care," dated 10/11/07 (or subsequent revisions thereto) located at

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605. This directive establishes benchmarks for telephone service, which will be used by VA to monitor Contractor performance (e.g., call volume, abandonment rate, and average speed to answer). Benchmarks include an average speed of answer by a live person within 30 seconds and a call abandonment rate of less than 5%.

4.6.8.1 After Hours Telephone Care: This requirement is met if the Contractor makes arrangements with the parent VA facility after hours WHEN call center to provide after-hours telephone access. It is recommended that the Contractor's telephone rolls over to the VA after-hours number if technology allows. If not, the after-hours telephone message should clearly provide instructions regarding access to WHEN telephone triage.

4.6.8.2 Business Hours Telephone Care: Contractor's shall 1) answer all incoming calls with a "live person" (vs. voice mail) and 2) resolve the patient's reason for calling while on the phone with the Veteran (known as First Call Resolution).

4.6.9 REFERRAL FOR NON-EMERGENT VA INPATIENT SERVICES: The Contractor shall be responsible to contact the Communications Center at the parent VA facility by calling (801)582-1565 ext. 1006 to schedule admission should non-emergent inpatient care deemed necessary by the Contractor. (NOTE: all inpatient care is outside the resultant contract-no costs should be charged to the resultant contract).

4.6.10 EMERGENCY RESPONSE REQUIREMENTS: The Contractor shall have a local policy or standard operating procedure defining how emergencies are handled, including mental health emergencies. This policy or SOP should include any state specific procedures such as special forms to complete for involuntary evaluations

4.6.10.1 Should emergency care be deemed necessary by the Contractor upon evaluation of the Veteran patient at the site, the Contractor shall first call 911 to arrange for emergency transportation to the closest facility that provides emergency care. After the emergency is resolved, the Contractor shall notify the Community Care at (801)582-1565 ext. 1259 or the Chief Nursing Officer (801)582-1565 ext. 1006, during normal working hours and the Emergency Department (801)582-1565 ext. 1405 or the Chief Nursing Officer (801)582-1565 ext. 1006, after normal working hours. Mental health emergencies must be considered with the same degree of urgency as other emergencies. Under no circumstances should emergent intervention be delayed pending administrative guidance from the VA. A Community Care consult is required to be entered by the provider, after the patient has been transported to the emergency facility. After notification, the VA will make a determination of eligibility for payment purposes.

4.6.10.2 Persons not verified eligible for VA care who present to the Contractor in need of urgent or emergent care shall be treated on a humanitarian basis until stable and discharged from the Contractor's Outpatient Site of Care or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care by the Contractor, the patient will be billed directly by the VA and will be informed by the Contractor that he is not eligible to continue receiving services at this site.

4.6.10.3 Patients who self-refer to local emergency facilities and their associated charges for care are not the responsibility of the Contractor; and shall not be provided service under this contract, even if the designated Primary Care Provider under this contract is performing “on call” duties at the local facility. Patients who self-refer to emergency facilities should be referred to VA at Community Care at (801)582-1565 ext. 1259 as soon as possible to determine if emergency care will be paid for by VA

4.6.10.4 If an enrolled patient who is not actually receiving care in Contractor's facility contacts the Contractor, and the Contractor believes that the Veteran needs emergency care that the Contractor cannot provide, the Contractor shall advise the patient to go to the nearest emergency care facility or call 911. The Contractor shall also advise the patient to contact the VA at Community Care at (801)582-1565 ext. 1259 as soon as possible to determine if emergency care will be paid for by VA.

4.6.10.5 If any patient presents in need of urgent or emergent care Contractor shall provide practicable monitoring and intervention until patient is stabilized or transported to a higher level of care

4.6.10.6 Under no circumstances shall emergency care be delayed pending administrative guidance from the VA

4.6.10.7 The Contractor shall maintain appropriate emergency response capability. Outpatient Sites of Care are required to have AEDs. The Contractor is responsible for performing the device checks and supplying monthly reports to the COR verifying that the checks are being performed in accordance with the contract requirements. Smaller sites that do not have the appropriate staff mix to manage a code need to dial 911 in addition to retrieving and using the AED. At these facilities, the Physician Director, in consultation with the code team at the VA, must determine the best location for AEDs throughout the facility. The VA will provide the Contractor with an AED and train Contractor's staff in its use and checks of the device.

4.6.11 NON-EMERGENCY TRANSPORT REQUESTS: During regular business hours, the Contractor shall contact the Travel Assistants at (801)582-1565 ext. 1983 and the Patient Transportation Office will make arrangements for either in-house or contract transportation. The Contractor shall complete VA Memorandum Form 2105, *Request for Transportation*, and fax to the Travel Assistants at (801)584-1229 Calls regarding non-emergent transportation occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at (801)582-1565 ext. 1405.

4.6.12 NON-EMERGENT SPECIALTY CONSULTATIONS, CARE, AND DIAGNOSTIC TESTS PERFORMED AT VA: Non-emergent specialty consultations and diagnostic tests not performed at the Contractor's site will be performed at the VA. Contractor shall request specialty consultations electronically through the VA EHR and include consult service requested, urgency, diagnosis (when required), and reason for request. All additional information required by some Specialty Sections must be entered by the referring Contractor's Primary Care Provider via the consult template.

4.6.12.1 The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. The VA serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by the VA. The VA is responsible for

communicating with the Contractor results of any treatment provided by the VA for the patient. The primary communication link will be the VA EHR. Consult services available at VA via electronic request include the following:

Medicine, Surgery, Other, Allergy, Anesthesia, Anticoagulation Therapy, Autopsy Request, Bariatric Surgery, Audiology, Speech, Cardiology, Cardiac Surgery, Mental Health, Dermatology, Colorectal Cancer, Clinical Pharmacy, Emergency Dept. Referral Care, Community Based Care, Endocrine/Diabetes, ENT, Communication, General Medicine, General Surgery, Dental, Gastro Intestinal (GI), Gynecology, Laboratory, Hematology/Oncology, Neurosurgery, Geriatric, Hospice (Palliative Care), Ophth/Optometry, Miscellaneous Team, Orthopedic, Nutrition & Weight, Infectious Disease, Plastic, Pain Management, Neurology, Podiatry, Pastoral Care, Pulmonary, Pressure, Primary Care, Renal, Ulcer/Wounds, Prosthetics, Rheumatology, Thoracic Surgery, Radiation Therapy, Therapeutic Phlebotomy, Transplant, Recreation, Vascular, (Liver/Renal), Rehab Medicine, Urology, Social Work, Urogynecology, Speech Pathology.

- 4.6.13 NON- EMERGENT SPECIALTY CONSULTATIONS, CARE, AND DIAGNOSTIC TESTS NOT PROVIDED AT VA OR CONTRACTOR'S SITE:** The charges incurred from non-emergent specialty evaluations, diagnostic testing, and care provided at sites other than the VA will be the responsibility of the Contractor, unless prior authorization is obtained from the Community Care Office at (801)582-1565 ext 1259. A request for Authorization for Community Care Services is requested by the ordering Provider by completing the VA EHR Community Care consult with full vendor information including name, address, fax, phone and date of appointment, if the date of appointment is known. Subsequent approval may be granted upon review by the Community Care Approving Physician or Nurse. These authorizations, however, will be granted only in rare instances, as non-emergent referrals should be made to the VA.

4.7 ADMINSTRATIVE:

- 4.7.1 MEETINGS:** Contractor's Personnel shall attend service staff meetings as required by the VA COS or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.
- 4.7.2 SCHEDULING OF SERVICES AND CANCELLATIONS:** It is VHA policy that Veterans' appointments are scheduled timely, accurately, and consistently with the goal of scheduling primary care, mental health, and non-institutional extended care services appointments no more than 20 calendar days from the date an appointment is deemed clinically appropriate by a VA health care provider (Clinically Indicated Date (CID)), or, in the absence of a CID, 20 calendar days from the date the Veteran requests outpatient health care service (Preferred Date (PD)). Specialty care services appointments are to be scheduled no more than 28 days from date an appointment is deemed clinically appropriate (CID) by a VA health care provider or, in the absence of a CID, 28 days from the date the Veteran requests the appointment (PD). The scheduling of all appointment requests originating from fully processed VA Form 10-10EZs must be initiated

within 7 calendar days. The Contractor shall meet the Veterans Health Administration's (VHA's) scheduling standards as outlined in

VHA Directive 1230 "VHA Outpatient Scheduling Processes and Procedures" located at

www.va.gov/vhapublications/viewpublication.asp?pub_id=3218 ,

VHA Directive 1232(1) "Consult Processes and Procedures" located at

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3230, and

VHA Notice 2019-09(1) Minimum Scheduling Effort Required for Outpatient Appointments: Update to VHA Directive 1230 and VHA Directive 1232(1) located at

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=8306.

- 4.7.2.1 The Contractor shall also follow the criteria for Community Care established in the MISSION Act of 2018. Veterans shall be offered the option of care in the community when:
 - 4.7.2.1.1 Services are unavailable at the VA
 - 4.7.2.1.2 The Veteran resides in a state without a full-service VA medical facility
 - 4.7.2.1.3 It's in the Veterans best interest
 - 4.7.2.1.4 The Veteran needs care from a VA medical service line that the VA determines is not providing care that complies with VA's standards for quality
 - 4.7.2.1.5 There is a wait-time of more than 20 days for Primary Care, Mental Health Care, and no-institutional extended care services.
 - 4.7.2.1.6 There is wait-time of more than 28 days for specialty care
 - 4.7.2.1.7 For Primary Care, Mental Health, and non-institutional extended care services a Veteran has more than a 30-minute average drive time.
 - 4.7.2.1.8 For specialty care, a Veteran has more than a 60-minute average drive time.
- 4.7.2.2 When the criteria above is met Veterans may elect to receive care in the community or care at a VA medical facility. When the above criteria is met and the Veteran requests care in the community, the contractor will initiate the Community Care Consult in the Veteran's EHR. The VA parent facility Community Care Office is available for any questions or assistance in placing a consult, or using the Decision Support Tool, at (801)582-1565 ext. 1259. Note: Patients referred for care outside the Contractor's clinic (e.g. VA Community Care, VA facility, or similar) for care that the Contractor is required to provide under the terms of this contract will be removed from the applicable billing roster the month after the patient is referred for care.
- 4.7.2.3 The Contractor shall be responsible for scheduling office, telephone and telehealth visits with other health care providers including nurses, mid-level providers, CPSs, or dietitians for the purposes of monitoring or preventing disease and providing patients with information and/or skills so they can participate in decision-making and self-care.

- 4.7.2.4 The Contractor shall be responsible for ensuring all Veterans assigned to Contractor's site of care in PCMM have at least one qualifying encounter with Contractor's PCP at least every 12 months (See Appendix J of VHA Directive 1406 Patient Centered Management Module or the Billable Roster section of this PWS for a list of qualifying encounters and clinic stop codes).
- 4.7.2.5 The Contractor shall be responsible for ensuring phone contacts with patients and primary care providers or their designee
- 4.7.2.6 The Contractor clinic is not designated as an emergency or urgent care center, and as such is by "appointment only." Nonetheless, the Contractor shall maintain a triage system for walk-in patients. Walk-in patients are to be triaged by a qualified medical practitioner and provided care or connected to appropriate services if the level of care required exceeds that of the level of care provided at the contractor's site of care. Traveling Veterans shall be cared for in accordance with VHA Handbook 1101.11(2), "Coordinated Care for Traveling Veterans" http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=3099
- 4.7.2.7 Open Access is an important concept for VHA primary care. Contractor is expected to provide same day appointments as needed. This is in part measured by the Same Day Access metric (see Performance Section).
- 4.7.2.8 Critical patients (those with true emergent needs) shall not be served by the Contractor and shall be referred to the nearest "safe harbor" medical facility capable of providing critical emergent services. (See Emergency Response Requirements section). Immediate notification of the Communications Center at (801)582-1565 ext 1006 is mandatory.
- 4.7.2.9 In most instances, patients shall be seen within a reasonable time of scheduled appointments in accordance with VHA standards and is included in patient satisfaction surveys.
- 4.7.2.10 Cancellations: Contractor shall not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner. Cancelled appointments will be rescheduled with patient input and use the original CID or PD in the desired date (DD) field. Wait time will be measured from the original CID/PD
- 4.7.2.11 No Shows: See Appendix I of VHA Directive 1230 "VHA Outpatient Scheduling Processes and Procedures" at www.va.gov/vhapublications/viewpublication.asp?pub_id=3218. for no-show process business rules. For MH Services no shows, see MH Services summary section.
- 4.7.3 MY HEALTHEVET PROMOTION:** Veterans interested in the My HealtheVet initiative will be directed to the web site www.myhealth.va.gov where they can register as a Veteran seen at the VAHCS. Once registered, the Veteran can present to the Contractor's Outpatient Site of Care to be authenticated.
- 4.7.4 MEDICAL RECORDS/COMPUTERIZED RECORD SYSTEMS/ DISCLOSURE/ RECORD RETENTION**
- 4.7.4.1 MEDICAL RECORDS REQUIREMENTS: Authorities: Contractor providing treatment and healthcare services to VHA patients shall comply with the U.S.C.552 (Privacy Act), 38 U.S.C. 5701 (Confidentiality nature of claims), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705

(Confidentiality of medical quality assurance records) 38 U.S.C. 7332 (Confidentiality of certain medical records) and 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act's Privacy Rule)

- 4.7.4.2 The resultant contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a Business Associate Agreement (BAA) for a covered entity such as VHA to disclose protected health information to another health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractor by the VA are covered by VHA system of records entitled 'Patient Medical Records-VA' 24VA10P2 at https://www.oprm.va.gov/privacy/privacy_SOR.aspx. Contractor generated VHA patient records are the property of VHA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by VHA. Records identified for review, audit, or evaluation by VHA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor's provider at his expense. Contractor shall deliver all final patient records, correspondence, and notes to VHA within twenty-one (21) calendar days after the contract expiration date.
- 4.7.4.3 Neither the VA nor the Contractor has the legal authority to require that a patient provide his/her Social Security Number to the VHA as a condition for receiving medical care under Title 38, United States Code. If the patient does not provide a Social Security Number, the VA will assign a unique identification number to the patient.
- 4.7.4.5 VA utilizes both a scanned and electronic health record (EHR). The scanned component of the medical record will consist only of those items not already in the VA EHR (such as health records from a non-VA provider). The VA requires that all medical entries be entered into the VA EHR, including, but not limited to, prescriptions, labs, radiology requests, progress notes, vital signs, problem lists, and consults.
- 4.7.4.6 VHA will provide the necessary training to Contractor personnel on the proper use and operation of the VA EHR.
- 4.7.5 Clinical Reminders:** Proper documentation and completion of all clinical reminders as they appear during a patient's visit. Standard is 90% completion of all clinical reminders monthly. The VA EHR will automatically remind providers to complete clinical reminders during patients visits.
- 4.7.6 Professional standards for documenting care:** Medical record entries shall be maintained in detail consistent with good medical and professional practices to facilitate internal and external peer reviews, medical audits, and follow-up care.
- 4.7.6.1 The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose
- 4.7.6.2 The Contractor shall maintain up-to-date electronic medical records at the site where medical services are provided for each member enrolled

under this contract. Records accessible by the Contractor during the performance of this contract are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The treatment and administrative patient records created by, or disclosed to the Contractor under this agreement are maintained in VA's Privacy Act system of records entitled "Patient Medical Records-VA" 24VA10P2 at https://www.oprm.va.gov/privacy/privacy_SOR.aspx. VA shall have unrestricted access to patient medical records received or created by the Contractor

4.7.6.3 The Contractor shall maintain electronic medical records using the VA EHR making sure they are up-to-date and shall include the enrolled patients' medical records to all subcontractor providers. The electronic record shall include, at a minimum, medical information, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. Each member's record must be electronic, which includes scanned images, and will be maintained in detail consistent with good medical and professional practice and VA policy. No documents from the electronic medical record will print and no shadow or duplicate records are authorized. Effective internal and external peer review and/or medical audits facilitate an adequate system of follow-up treatment. Hard copies of external source documents may be scanned into the electronic medical record by the Contractor or a summary progress note written by an appropriate clinician after a review of the external source documents may be used in lieu of scanning any external source documents. After these documents, have been scanned, an audit of the scanned records must be conducted by the contractor to assure they are scanned properly, and then the original documents are to be sent via a secure delivery service that tracks mail from pick-up to delivery at the Contractor's expense to VA Medical Records file room at Salt Lake City VA Health Care System, Attention: Release of Information, 500 Foothill Dr., Salt Lake City, UT 84148 to be stored for 9 months and then destroyed. Scanning and audit reports will be sent via PKI encrypted e-mail to the VA File Room/Scanning Supervisor and File Room/Scanning Lead by the end of the first week of every month. No paper record shall be maintained. If there are no errors found, the Contractor shall report via email that there were no errors to be reported for the previous month.

4.7.6.4 Documentation and Clinical Records: Documentation and clinical records shall be complete, timely, and compliant with VA policies, and current Joint Commission Standards. The Contractor shall not allow its inability to access the VA EHR to prevent any patient from being seen by a provider. In the event, and for any reason, that the Contractor is not able to access the VA EHR system, the Contractor shall record all data manually including the completion of the Encounter Form. Upon recovery of the Contractor's ability to access the VA EHR, the Contractor shall input all data recorded manually into the VA EHR within forty-eight (48) hours of the system becoming operational. See local documentation and clinical records policy in section D

- 4.7.6.4.1 The Contractor shall report workload (check-in, check-out) within two (2) working days
- 4.7.6.4.2 The Contractor shall provide patient encounters (visits) workload in accordance with established VA reporting procedures. All Progress Notes, medication orders, and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor's site, shall be entered into the VA EHR by the Contractor
- 4.7.6.4.3 The Contractor shall enter the Return to Clinic (RTC) order to allow follow-up appointments to be made during check-out.
- 4.7.6.4.4 VA Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by the Contractor shall be entered into the VA EHR by VA. Contractor shall be responsible for entering all information and requests for laboratory and radiology test requests into the VA EHR
- 4.7.6.4.5 Progress Notes shall be entered into the VA EHR the same day as the visit/encounter and must meet CMS guidelines for documentation which include the 3 key components to determine the level of evaluation and management (E/M). These key components include: (1) History; (2) Exam; and (3) Medical decision making. Progress Notes associated with each visit/encounter will include pertinent medical treatment, test results, a treatment plan, teaching that was provided to the patient and/or the patient's family, the date of appointment, and the electronic signature of the treating clinician
- 4.7.6.4.6 All progress notes must be linked to the correct visit/encounter and location. A patient problem list must be present on the patient's record by the third clinic visit and will be entered via the VA EHR on the Problem List tab. This list will include all diagnoses, medications and procedures and will be updated as the patient's condition changes. Laboratory reports and results will be entered into the Laboratory Package. The process for entry of data may include manual entry or an automated procedure; however, it must adhere to applicable VA Automated Information Security (AIS) system regulations. Questions may be directed to the VA Information Security Officer at (801)582-1565 extension(s) 5442 or 5443
- 4.7.6.4.7 Patient Care Encounter (PCE) module: The Contractor shall electronically complete encounter form data within two (2) working days of visit. Completed Encounter Forms will include, but are not limited to, the Problem list, appropriate CPT code(s), a primary ICD-10 Diagnosis Code(s), designation of a primary provider, and whether the treatment or care rendered was for a service connected condition or as a result of exposure to agent orange, environmental contaminants, or ionizing radiation. The Contractor is responsible for resolving all Action Required and Encounter Errors daily

4.7.6.5 Event Capture System: Contractor shall ensure that Dietitians electronically complete an Event Capture System form for all direct

patient care, whether individual visits, group visits or team meetings that discuss individual patients

- 4.7.6.6 Forms:** The Contractor shall utilize the standardized, VHA templates, available in the VA EHR. Requests for revisions to the standardized templates or new templates are to be submitted to the Primary Care Administrative Officer at (801)582-1565 ext. 2476 for approval.
- 4.7.6.7 Access to VA Records:** Subject to applicable federal confidentiality laws, the Contractor or its designated representatives may have access to VHA records at VHA's place of business on request during normal business hours where necessary to perform the duties under this resultant contract.
- 4.7.6.8 Reports:** The Contractor is responsible for complying with all related VA reporting requirements requested by the VHA.
- 4.7.6.9 Availability of Records:** The Contractor shall make all records available at the Contractor's expense for review, audit, or evaluation by authorized federal, state, and Comptroller or VHA personnel. Access will be during normal business hours and will be either through on-site review of records or through the mail. All records to be sent by mail will be sent via a secure delivery service that tracks mail from pick-up to delivery at contractor's expense to the VA within one (1) business day of request
- 4.7.6.10 External Peer Review Program:** The Contractor shall document in the medical record preventive health case management measures and the chronic disease indicators of the enrolled patient. The medical treatment records generated by the contractor during performing services under this contract shall be made available for audit by the VHA's External Peer Review Program (EPRP). Medical record data must be available in the VA EHR and any additional records required for EPRP audit will be promptly forwarded to the VA upon request. This data will be sent via a secure delivery service that tracks mail from pick-up to delivery at contractor's expense if necessary to meet the due date requested by the VHA. EPRP is provided to the VHA by other contractors. Contract providers who are seeing VA patients are the VHA providers and as such are provided access to confidential patient information as contained in the medical record.
- 4.7.6.11 Release of Information:** The VHA's Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, when releasing protected health information or any records protected by 38 U.S.C. § 7332. Treatment and release records shall include the patient's consent form. Completed Release of Information requests will be forwarded to the VHA Privacy Officer at the following address: Salt Lake City VA Health Care System, Attention: Release of Information, 500 Foothill Dr., Salt Lake City, UT 84148
- 4.7.6.12 Disclosure:** Contractor may have access to patient medical records, however, Contractor must obtain permission from VHA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory

agencies having jurisdiction over Contractor, may have access to VHA 's records, at VHA's place of business on request during normal business hours, to inspect and review and make copies of such records. VHA will provide the Contractor with a copy of VHA Handbook 1907.01, Health Information management and Health Records and VHA Directive 1605.01, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VHA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor, Contractor and/or sub-Contractors.

4.7.6.12.1 The Contractor must provide copies of medical records, at no charge, when requested by the VHA to support billing and/or VA mandated programs if these records are not available in the VA EHR. The Contractor shall use VA Form 10-5345a, Individuals' Request for a Copy of Their Own Health Information when releasing a Veteran's health information to the Veteran. The Contractor shall release information in accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act's Privacy Rule, 38 U.S.C. §§ 7332, 5701 and 5705. Release of Information software will be used to print and release record information thus accounting for all disclosures of record information. The contractor shall use the provided software package DSS ROI Manager to record and account for all release of information request processed by the contractor. When releasing medical records to the Veteran themselves, the 10-5345a form will clearly indicate: The Veteran full name and full SSN; The information that was released as authorized by the Veteran; The date the information was released (inferred that date signed is date released); Block will be checked that the information was released in person to the Veteran. When releasing the information to an outside third party, the 10- 5345 form will clearly indicate: Full name of Veteran and full SSN; Complete address of third party to who the records were released to; The exact information that was released as authorized by the Veteran; The purpose for third party receiving the records; The expiration date for authorization; Whether any or all §7332 – protected information may be disclosed

4.7.6.13 Records Retention: The Contractor must retain records generated during services provided under this contract for the time periods required by VHA Record Control Schedule 10-1 and VA regulations (24 VA 136, *Patient Medical Records - VA*, par. *Retention and Disposal*). No hard copies of medical records or logbooks of any type may be maintained. If this agreement is terminated for any reason, the contractor shall promptly provide the VA with any individually-identified VA patient treatment records or information in its possession, as well as the database created pursuant to this agreement, within two (2) weeks of termination date

4.7.7 WORK RELATED INCIDENT TREATMENT: When treating the Veteran for injuries sustained because of a work-related incident or an accident, the Contractor must complete the appropriate forms to allow the VA to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.

4.7.8 PATIENT RIGHTS, SAFETY, COMPLAINTS, GRIEVANCE SYSTEM PROCESSES

4.7.8.1 Patient Rights and Responsibilities: Contractor shall conform to all patients' rights issues addressed in VA Medical Center Memorandum 11.02 which is provided in the attachments section.

4.7.8.2 Safety: Adverse events at the Contractor's site shall be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2389) adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to Lead Patient Safety Manager at (801) 582-1565 ext. 2611 or if unavailable, contact Patient Safety Coordinator at (801) 582-1565 ext. 2611. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into the VA EHR

4.7.8.3 Patient Complaints: The VA Patient Advocacy Program was established to ensure that all Veterans and their families, who are served in VHA facilities and clinics, have their complaints addressed in a convenient and timely manner in accordance with VHA Directive 1003.4, "VHA Patient Advocacy," available at the following hyperlink: https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5970

4.7.8.3.1 All patient complaints are to be reported immediately (within 24 hours) to the CO and COR. The CO shall resolve complaints received from the COR concerning Contractor relations with the Government employees or patients. Providers and staff are familiarized with the process outlined in contractor's grievance procedures as well as patient rights. The CO is final authority on validating complaints. If the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

4.7.8.3.1.1 Response to complaints will occur as soon as possible, but no longer than seven (7) days after the complaint is made. All patient complaints will be entered in the National Patient Complaint database. Information concerning the Patient Advocacy Program must be prominent and available to patients seen at the Outpatient Site of Care. The VA will provide the Contractor with informational handouts describing the program and how to contact the VA Patient Advocate.

4.7.8.3.1.2 THE GOVERNMENT RESERVES THE RIGHT TO REFUSE ACCEPTANCE of Contractor, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal

personnel regulations. The CO and COR shall deal with issues raised concerning contract personnel's conduct. The final arbiter on questions of acceptability is the CO.

4.8 GREIVANCE SYSTEM REQUIREMENTS: The enrolled patients have the right to grieve actions taken by the Contractor, including disenrollment recommendations, directly to the Contractor. The Contractor shall provide readable materials reviewed and approved by VA, informing enrolled patients of their grievance rights. The Contractor shall develop internal grievance procedures and obtain VA approval of the procedures prior to implementation. The grievance procedures shall be governed by the guidelines in VHA Directive 1003.4, "VHA Patient Advocacy," available at the following hyperlink:

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5970

4.9 SPACE REQUIREMENTS: PACT space standards are found in the PACT Space Module Design Guide at <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf>. Accessibility design standards are defined in the VA Barrier Free Design Standard at: <http://www.cfm.va.gov/til/etc/dsBarrFree.pdf>. These documents are to be used by VA as a reference in defining space requirements for this solicitation. Contractor's design of space will be evaluated on how it best supports accessibility and the PACT model of care.

4.9.1 Contractors shall provide space that meets the standards outlined in the PACT Space Module Design Guide (see link above) and for the purposes of this solicitation the following minimum space requirements are:

- 3 Exam rooms – one of which needs to have an adjacent restroom per the Women Veterans guidelines
- 2 Dedicated Tele-health room (1 for Mental Health, and the other for tele-derm, and any other special telehealth needs)
- Tele-Retinal room
- 1 Shared Veteran Group Space with Telehealth capabilities
- 1 blood draw/specimen processing room
- 1 dedicated space for the proper storage of clean linen, and medical supplies
- 1 dedicated space for the proper storage of soiled linen and/or hazardous waste
- 1 secure space to meet the Data closet needs for IT equipment

4.9.2 The codes, standards, and references listed below indicate minimum performance requirements. Compliance is required with applicable codes and standards throughout the process of design, construction, acceptance, and on-going maintenance of the CBOC facility. Design and documentation of the CBOC shall be in compliance with the requirements of the codes, standards, and references listed below. This also covers construction materials and standards not fully addressed by the codes, standards, and references below

4.9.3 Codes: All Contracted CBOC facilities are to conform to all applicable codes, which includes but is not limited to following:

4.9.3.1 National Fire Protection Association (NFPA) 101 Life Safety Code, NFPA 99

- 4.9.3.2 Health Care Facilities Code and all standard references therein, current edition
- 4.9.3.3 Occupancy classification to be Chapter 38 New Business Occupancy
- 4.9.3.4 NFPA 75 Standard for the Fire Protection of Information Technology, current edition, applicable where the CBOC contains a Data Center
- 4.9.3.5 Architectural Barriers Act Accessibility Standards (ABAAS), current edition
- 4.9.3.6 International Building Codes (IBC): New buildings shall comply with IBC 2015 or later edition (within 2 years of release).
- 4.9.3.7 International Energy Code
- 4.9.3.8 International Mechanical Code
- 4.9.3.9 International Plumbing Code
- 4.9.3.10 State and local International Building Codes (IBC) amendments as required by the local Authority Having Jurisdiction (AHJ).
- 4.9.3.11 United States Pharmacopeial Convention (USP) Chapters <795>, <797>, and <800>

4.9.4 Standards: All contracted CBOC facilities are to conform to the following standards:

- 4.9.4.1 FGI Guidelines for the Design and Construction of Outpatient Facilities, current edition (referred to as FGI Guidelines herein)
- 4.9.4.2 The Joint Commission (TJC) accreditation standards for outpatient clinics in a Business occupancy. TJC requirements apply to the facility under the affiliated VA medical center license. Building construction and on-going maintenance procedures shall meet TJC Environment of Care and Life Safety standards. Contractor shall provide and submit all documentation that is required for TJC requirements
- 4.9.4.3 GSA Facility Security Level (FSL) shall be Level 2 Security.
- 4.9.4.4 Sustainability standards shall be Green Leaf Standards.
- 4.9.4.5 American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 170, Ventilation of Health Care Facilities, current edition (referred to as ASHRAE 170 herein)
- 4.9.4.6 ASHRAE Standard 188, Legionellosis: Risk Management for Building Water Systems, current edition
- 4.9.4.7 ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality, current edition (referred to as ASHRAE 62.1 herein)
- 4.9.4.8 Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Standard, HVAC Duct Construction Standards - Metal and Flexible.
- 4.9.4.9 USP General Chapter 797 Pharmaceutical Compounding – Sterile Preparations.

4.9.4.10 USP General Chapter 800 Hazardous Drugs - Handling in Healthcare Settings

4.9.5 References: Following are guides, manuals, and other references developed by VA applicable to contracted CBOC facilities:

4.9.5.1 VA Signage Design Manual PG 18-12

4.9.5.2 VA Enterprise Facility IT Support Infrastructure Standard, V2.1

4.9.5.2.1 Building Prototypes, Community Based Outpatient Clinic <https://www.cfm.va.gov/til/prototypes.asp#CBOC>

4.9.5.2.2 PACT Space Module Design Guide <https://www.cfm.va.gov/til/dGuide/dgPACT.pdf>

4.9.5.2.3 Space Planning Criteria PG 18-9 <https://www.cfm.va.gov/til/space/spChapter265.pdf>

4.9.5.2.4 Room Templates, Leased Community Based Outpatient Clinics <https://www.cfm.va.gov/til/leasing.asp>

4.9.6 The Contractor shall provide a floor plan of their proposed space as part of their proposal and indicate how it meets the design standards in the PACT Space Module Design Guide.

4.9.7 The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Americans with Disabilities Act. VA shall inspect the Contractor's facility before contract start date and retains a right of inspection throughout the period of performance during normal business hours of 8:00 AM – 4:30 PM, Monday through Friday. Contractor must be in compliance with these requirements prior to contract start date. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the Outpatient Site of Care must be reviewed and approved by the VA to ensure that all life safety codes are met. Parking should be adequate to accommodate Veteran patients and shall include at least two (2) handicapped parking spaces.

4.9.8 Automatic Fire Sprinkler System

4.9.8.1 In VA occupied buildings, fire sprinkler protection shall be required to protect patients, visitors, and staff; also, for maintaining the continuity of important clinical and administrative activities; and protecting VA property. This is for compliance with the Federal Fire Safety Act PL-102-522. This applies to all categories of VA construction and renovation projects, station level projects, and acquisition of all VA property (including contracted CBOC space).

4.9.8.2 The entire Building shall be protected throughout by an automatic fire sprinkler system. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation

- 4.9.8.3 Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date)
- 4.9.8.4 "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems
- 4.9.8.5 VA requires a fire alarm system regardless of floor.

4.9.9 Fire Alarm System:

- 4.9.9.1 A Building-wide fire alarm system shall be installed in the entire building
- 4.9.9.2 The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation
- 4.9.9.3 The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Contract Award Date).
- 4.9.9.4 The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station
- 4.9.9.5 If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Contract Award Date), prior to Government acceptance and occupancy of the Space.
- 4.9.9.6 Access by the government: The Government shall have the right to access any space within the Building during construction or build out for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Contractor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.
- 4.9.9.7 Maintenance and Testing of Systems: The Contractor is responsible for the total maintenance and repair of the contracted premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Contractor's maintenance

responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative

4.9.9.8 At the Contractor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative

4.9.9.9 Acceptance of Space and Certificate of Occupancy. The Contractor shall issue written notice to the Government to schedule inspection of the space for acceptance. The Government shall only accept the space if the construction or build-out is conforming to the requirements of the solicitation. The space shall be considered complete only if the space may be used for its intended purpose and completion of any remaining work will not interfere unreasonably with the intended use of the space as defined under the contract. Acceptance is final with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects or fraud but shall not relieve the Contractor of any other contract requirements

4.9.9.10 The VA shall inspect the Contractor's facility before contract start date and retains a right of inspection throughout the period of performance during normal business hours of 8:00 AM – 4:30 PM, Monday through Friday. Contractor must be in compliance with these requirements prior to contract start date. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the Outpatient Site of Care must be reviewed and approved by the VA to ensure that all life safety codes are met.

4.9.9.11 The Contractor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use as outlined in the contract. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Contractor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this contract

4.9.9.12 Other equipment required by Occupational Safety and Health Administration (OSHA) and TJC List.

4.9.10 Privacy Standards: Veterans must be provided adequate visual and auditory privacy at check-in. Patient names are not posted or called out loudly in hallways or clinic areas. Veterans must be provided adequate visual and auditory privacy in the interview area. Patient-identified information must not be visible in the hall

including charts where names are visible. Every effort should be made to restrict unnecessary access to hallways by patients and staff who do not work in that clinic area. Patient dignity and privacy must be maintained at all times during the course of a physical examination. Examination rooms must be located in a space where they do not open into a public waiting room or a public corridor.

Appropriate locks which allow staff members to have emergency key or code access are required for all examination room doors. Locks must be installed in all examination rooms in all clinics and outpatient testing or procedure areas, not only those clinical areas primarily serving women. All locks must be designed to always allow a safe exit from locked rooms without a key or code. Privacy curtains/screens must be present and functional in examination rooms.

Curtains/screens are to ensure privacy from incidental door openings, or from view of others in the room that are not taking part in the examination.

Curtains/screens must fully shield the patient while dressing/undressing, during examination, and offer sufficient work space for the provider to perform the examination. Rooms where a patient would not be expected to disrobe within a private room are exempted from this requirement. All examination tables must be placed in such a way that the genital area is not visible from the doorway. Toilet rooms should be located in close proximity to the examination room. Patients who are undressed or wearing examination gowns must have access without going through public hallways or waiting rooms. Personal hygiene products shall be available in public female, unisex, and family toilet rooms at no charge.

Diaper changing tables shall be available in designated public male, female, unisex, and family toilet rooms. Diaper changing tables shall be placed at least one per floor in male, female, and unisex toilet rooms, and no more than 300 feet from areas accessible to a patient. Rooms with changing table must be identified, and toilet rooms without changing tables should include signage directing users to the nearest changing table. Cameras (telehealth, computer, teaching) must be shielded/ covered/in locked cabinet/room when not in use.

4.9.11 Physical Security: The contract clinic site for the VA clinic shall comply with VA Physical Security requirements which may be found in the Physical Design Manual for Life-Safety Protected Facilities located at the following link: <https://www.cfm.va.gov/til/PhysicalSecurity/dmPhySecLS.pdf> and with Appendix B of VA Handbook 0730 which defines specifications for physical barrier security, lock set hardware, alarms, and storage containers for high value items and dangerous drugs. In order to comply with Executive Orders, Federal laws, and VA policy, space contracted by VA must meet certain physical security requirements. VA has adopted the protection of the Interagency Security Committee (ISC) Security Design Criteria for all facilities as the minimum requirement.

4.9.11.1 The Contractor shall provide a written certification from a licensed professional engineer that the Building conforms to a minimum of:

4.9.11.1.2 Window glazing and façade protection level, with a performance condition as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software

4.9.11.1.3 Setback distance from the face of the Building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the Building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but

are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

4.9.11.1.2 Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Contractor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location

4.9.12 Panic Alarms: The Contractor shall provide a panic alarm system per VA Handbook 0730/4, "Security and Law Enforcement". This system must provide coverage of entire facility to protect staff in all rooms. This system shall be used to provide rapid notification to on site staff at the CBOC who will ascertain the need for notification of local law enforcement. The alarm may be activated by a covertly placed switch or button and enough switches/buttons must be available to personnel receiving patients. The alarm annunciator will be monitored by local staff (and paid for if necessary) by the Contractor. The exact location of panic/duress alarm switches shall be determined by a VA Police physical security survey of the protected area. VA Police will provide annual physical security surveys. Compliance with items marked as "Findings" must be corrected at the contractor's expense. A written response for any "Findings" must be sent to VA Police within 30 days of receiving the letter. All alarm switches or buttons will be tested once per month by the contract clinic company to ensure operational effectiveness with results provided monthly to the VA Police located at the VA Salt Lake City Health Care System.

4.9.13 Intrusion Detection System (IDS): At a minimum, there must be motion detection provided near all entry doors to the clinic from an outside area. Door switch type alarms can also be used in conjunction with the motion detection equipment. It is highly recommended that all IDS be monitored by an outside contracted agency to summon local law enforcement to the CBOC

4.9.14 Closed Circuit Television (CCTV): Shall be provided by the Contractor to monitor building entrances, restricted areas, mission critical asset areas, and alarm conditions. CCTV system shall be used for surveillance and observations of defined exterior areas, such as site and roadway access points, parking lots, and building perimeter, and interior areas such as hallways, common areas and waiting areas, CCTV system will be viewed from a VA location determined by the VA Physical Security Officer. The design, installation, and use of CCTV cameras shall support the visual identification and surveillance of persons, vehicles, assets, incidents, and defined locations. The Contractor shall contact the VA Physical Security Officer at (801)582-1565 ext. 4444 prior to installation of CCTV system to ensure proper placement.

4.10 ENVIRONMENT OF CARE (EOC): Contractor must meet Joint Commission and VHA standards regarding EOC and shall provide the following Safety and Health EOC documents, as required by

Joint Commission, with the submission of their proposal/within 15 calendar days after contract award. EOC Management Plans addressing Safety, Security, Hazardous Materials, Hazardous Waste, Emergency Preparedness, Life Safety, Medical Equipment and Utility Systems. The VA Safety Officer shall approve the EOC documents prior to commencement of patient care activities at the clinic. The EOC Management Plans shall be updated annually, along with a summary of performance and opportunities for improvement. Environment of Care (EOC) Rounds will be conducted at least once per fiscal year (FY) in nonpatient care areas and twice per FY in patient care areas in accordance with The Joint Commission (TJC) Standard EC.04.01.01. These rounds will be conducted by VA in accordance with VHA Directive 1608 Comprehensive Environment of Care (CEOC) Program using the Environment of Care Assessment and Compliance Rounding Process Guide found at <http://vaww.ceosh.med.va.gov/10N/10NA7EPS/documents/EOC%20Assessment%20%20Compliance%20Guide%20v07%2008-03-2014.pdf> and included as an attachment in section D. Contractor shall address deficiencies identified during EOC rounds and ensure they are closed within 14-business days or have a documented Plan for Action (PFA) for deficiencies that take longer than 14 business days to correct.

4.11 EQUIPMENT, OFFICE SUPPLIES AND TECHNICAL SUPPORT: In accordance with VA and VHA directives, policies, and handbooks, all equipment attaching to a VA network will be owned by the VA and controlled by the VA. No other equipment will be connected to this network. The use of the equipment will be for the benefit of the Government in providing care to our Veterans. The equipment will only be used by those expressly authorized in support of the VA Salt Lake City Health Care System. All users must comply with and adhere to VA Directives and VA Cyber Security policies.

4.11.1 The Contractor shall be responsible for:

- 4.11.1.1 The installation and maintenance of the network infrastructure within the facility including, but not limited to, cabling as this is a requirement for VA's new EHR (Cerner): (minimum Category 6) located inside the walls of the structure and a secure communications closet space to house the patch panels and networking equipment
- 4.11.1.2 The backup, contingency and continuity of operations, the Contractor shall provide connectivity to the Internet via cable modem, DSL or T1 circuits to the communications closet space
- 4.11.1.3 The maintenance and on-going technical support for all data and voice wiring within the walls and ceilings from the data closet to the endpoints of the network
- 4.11.1.4 All charges related to the backup, contingency, and COOP connectivity.
- 4.11.1.5 The procurement, installation and maintenance of all printers, copiers, scanners, fax machines*, shredders, or other peripheral office equipment and all related and ongoing supplies (paper, toner, ink cartridges) required to operate the equipment in support of the facility under the specifications of this contract.* VA Handbook 6500 that requires the following statement on all fax cover sheets be included: "This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. if you have received this fax in error, please notify this office immediately at the telephone number listed above."
- 4.11.1.6 All office supplies (pens, paper, pencils, folders, paper clips) and other supplies to facilitate operation of the clinic.
- 4.11.1.7 All clinical supplies to accomplish all required work in this contract, other than those provided by the VA specifically mentioned in this document

- 4.11.1.8 Ensuring hardware/software compatibility with VA approved list: the following printers have passed compatibility testing with the VA EHR Encounter Form: Lexmark T642n, Lexmark T644n and Lexmark E342n or compatible; The following scanner has passed compatibility testing with the VA EHR Imaging System: Fujitsu fiI-4340C Sheet Feed Scanner (Any other model used will require approval and certification for VA EHR Imaging)
- 4.11.1.9 One small desktop color printer for printing patient education information.
- 4.11.1.10 Having a contingency plan for computer downtime that defines the processes to ensure continuity of patient care and maintenance of the integrity of the patient's medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award. In addition, a contingency plan template that designates criticality of application/system, estimate of impact, locations of equipment, and contact persons will be provided to the Contractor for completion after award.

4.11.2 The Contractor Shall provide the following requirements for Network/Data Rooms: No co-location with other tenants is permissible, Room size: min 10' x 10'. Adequate lighting to work. All equipment will be mounted or stored off the floor. Floor will be tile or painted concrete. Physical and environmental protection shall be in accordance with VA Handbook 6500 Risk Management Framework for VA Information Systems - Tier 3: VA Information Security Program, to include physical and environmental protection policy and procedures, physical access authorizations, physical access control, access control for transmission medium, access control for output devices, monitoring physical access, visitor control, visitor access records, power equipment and cabling, emergency shutoff, emergency power, emergency lighting, fire protection, temperature and humidity controls, water damage protection, delivery and removal, alternate worksite, location of information system components, information leakage, and asset monitoring and tracking.

4.11.2.1 Door:

- 4.11.2.1.1 Only access will be through the main door.
- 4.11.2.1.2 ¾ hour fire rating
- 4.11.2.1.3 Steel frame and door, minimum 36" width
- 4.11.2.1.4 Primary lock, and a deadbolt (this can be one combined unit). If separate the locks will be keyed the same
- 4.11.2.1.5 Hinges on the inside of the room, or if on the outside the pins will be spot welded for security
- 4.11.2.1.6 No signage for the room other than a room number if required.

4.11.2.2 Fire Suppression:

- 4.11.2.2.1 Contractor supplied 10 LB Dry Chemical ABC fire extinguisher mounted on the inside wall of the IT Room
- 4.11.2.2.2 If room does not have sprinklers, it must have a gaseous clean extinguishing system

4.11.2.3 Walls/Ceiling:

- 4.11.2.3.1 Provide a one-hour fire rating on all four sides, top, and bottom
- 4.11.2.3.2 Inside walls will be sheetrock; must extend from floor to ceiling
- 4.11.2.3.3 Ceiling may be sheetrock; no drop ceilings

- 4.11.2.3.4 Painted flat white
- 4.11.2.3.5 All data communication lines will be terminated in this room on the back wall
- 4.11.2.3.5 this wall will be ¾" plywood
- 4.11.2.3.6 fire retardant rating or painted for fire resistance

4.11.2.4 Air Exchange:

- 4.11.2.4.1 sufficient air exchanges or another acceptable means to cool space
- 4.11.2.4.2 independent air conditioner
- 4.11.2.4.3 maintain the room at 70 degrees

4.11.2.5 Power Requirements:

- 4.11.2.5.1 Four (4) L6-20 receptacles
- 4.11.2.5.2 One (1) L6-30 receptacle in the closet
- 4.11.2.5.3. Each receptacle should be on a separate circuit
- 4.11.2.5.4 Receptacles should be located in close proximity to the top or side of the rack, not to impede the walkway or cable management

4.11.2.6 Racks

- 4.11.2.6.1 Standard 19" wide data/relay racks; one to support network equipment, one to support PC/Servers, similar to the one displayed below
- 4.11.2.6.2 Height from 40-48 RU and a depth no less than 21"
- 4.11.2.6.3 Secured and grounded to the floor
- 4.11.2.6.4 Placed such that at there is a least 3 feet in the front and behind the rack
- 4.11.2.6.5 Either aluminum or steel construction and the holes should be standard 10-32 tapped
- 4.11.2.6.6 Both racks will have 2 shelves on the bottom installed to hold IT computers
- 4.11.2.6.7 Infrastructure installer should install Leviton CAT6 patch panels and connectors in the rack

4.11.2.7 Cable Management:

- 4.11.2.7.1 Cables should be installed to the patch panel at the hinged end so that the articulation of the panel doesn't stress the terminations
- 4.11.2.7.2 vertical cable trough on both sides of rack
- 4.11.2.7.3 horizontal cable troughs between patch panels
- 4.11.2.7.4 cable ladder assembly above rack for cable into closet to patch panels
- 4.11.2.7.5 "B" connection terminated at each end (wall jack & communications closet, where applicable) IAW TIA/EIA standards

4.11.3 The VA will be responsible for:

- 4.11.3.1 providing PC workstations, software, primary telecommunications lines and networking equipment required to access the VA EHR
- 4.11.3.2 providing antivirus software for PC workstations and ensure that data definition files are current. In addition, the VA will ensure that all Microsoft critical updates and patches are current
- 4.11.3.3 the connection and management from that Contractor's connectivity to the Internet via cable modem, DSL or T1 circuits to the VA owned networking equipment in the closet

- 4.11.3.4 the backup, contingency, COOP connectivity to the VA and will be established through a VA provided Site-to-Site VPN connection utilizing Contractor provided Internet Service Provider (ISP)
- 4.11.3.5 providing advisory technical support to the Contractor's technical support person for the initial site set-up relative to the VA EHR and VPN connectivity. The VA will provide on-going technical support for the VA EHR software and any other VA software applications. Technical support will be through an escalation process. The Contractor's employee technical representative will submit a "Help Desk" request by calling (801)582-1565 ext 1293. Initial technical support will be provided by the VA via telephone, which will consist of a VA technical representative speaking to a Contractor employed representative to identify the problem, trouble-shoot and attempt to resolve the problem with the Contractor's end-user. If the problem cannot be resolved the VA will provide on-site support for VA owned equipment, VA EHR software and other VA software applications, if necessary within two business days or less depending on the nature and severity of the problem

4.12 PERFORMANCE STANDARDS, QUALITY ASSURANCE AND

QUALITYIMPROVEMENT: Services and documentation of care provided under the resultant contract shall be subject to quality management and safety standards as established by VA, consistent with the standards published by TJC or equivalent. The contractor shall develop and maintain Quality Improvement/ Quality Assurance Programs ad provision of care equal to or exceeding VA Standards. The results of all Quality improvement activities performed by the contractor involving VA patients will be shared with VA Quality Management Office. Documentation by the Contractor provided to the VA includes, but is not be limited to the following:

- 4.12.1 Quality improvement plans: Staff meetings minutes (or summary minutes) where quality improvement has been discussed and which include practitioner-specific findings, conclusions, recommendations and written plans for actions taken in response to such conclusion and recommendations, and evaluation of those actions taken
- 4.12.2 Contractor must be accredited by TJC or maintain a level of service that is in compliance with all current TJC standards. If the Contractor is TJC accredited, he/she will be required to furnish a copy of the accreditation letter(s) upon request by the Contracting Officer prior to award
- 4.12.3 The Contractor shall notify the Chief of Staff in writing whenever a malpractice claim involving a VA patient has been filed against the Contractor. The Contractor shall forward a copy of the malpractice claim within three (3) workdays after receiving notification that a claim has been filed. The Contractor shall also notify the VA Special Assistant to the Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the Chief of Staff at the following address: VA Salt Lake City Health Care System, Chief of Staff Office, 500 Foothill Dr. Salt Lake City, UT 84148. The Chief of Staff or Contracting Officer Representative will notify the CO of any notifications received from the Contractor
- 4.12.4 The Contractor shall permit on-site visits by VA personnel and TJC surveyors accompanied by VA personnel and/or other accrediting agencies to assess contracted services, e.g., adequacy, compliance with contract requirements, record-keeping, etc.
- 4.12.4 The Contractor is responsible for the quality management plan for monthly clinical pertinence review of ambulatory care records. The results shall be

forwarded to Chief of Primary Care Service, or the Assistant Chief of Community Clinics. If in the course of VA business, a concern is identified, the issues must be addressed by the Contractor and a performance improvement plan initiated. Recommendations and implementation of performance improvement activities will be the responsibility of the Medical Director of the clinic. The Contractor shall conduct audits of JTC standards that require performance measures. Those audit results shall be sent to the HIMS Program VA Salt Lake City Health Care System, HIMS Office, 500 Foothill Dr. Salt Lake City, UT 84148 on a quarterly basis

- 4.12.5 The VA is committed to providing high quality primary care. The VA measures quality in primary care through its performance measurement system. Several "process" and "outcome" measures are extracted by external reviewers from random samples of records of Veterans who visited VA primary care providers at the Contractor's Outpatient Site of Care. These measures change from year to year. The current performance measures and method of extraction are available at <https://vaww.car.rtp.med.va.gov/default.aspx>. This is an internal VA site so this information is provided in the attachments section. The Contractor is responsible for achieving levels of performance on these measures that meet or exceed the annual expectations for performance of the VA Salt Lake City Health Care System as outlined in the Network Performance Plan and Network Technical Manual. Revisions/updates to the Network Performance Plan and Network Technical Manual may be obtained from the above website. The Contractor is required to utilize the VA EHR clinical reminder system as a means of both ensuring high performance on these measures and to facilitate monitoring of performance at the site independent of external reviewers. Levels of performance on the quality measures in primary care will be used as a factor in decisions about renewal of the contract.
- 4.12.6 The Contractor shall document in writing on appropriate orientation programs for all employees involved in the delivery of patient care, e.g., infection control procedures, patient confidentiality, handling emergencies, patient safety, etc., and provide a copy to the VA COR. Contractor shall be required to furnish method/guidelines by which he/she intends to meet above requirement
- 4.12.7 The Contractor shall have a quality monitoring/performance improvement program. This program shall be available to VA staff and JC. The VA will provide regular feedback on clinic performance measures, including but not limited to the following: licensure verification, workload, consults, drug and lab utilization, formulary compliance, prescription writing patterns, Prevention and Performance measures, patient satisfaction, and medical record completeness. The Contractor shall conduct audits pertaining to access, quality improvement, documentation, safety and performance measures. These reports shall be submitted to the COR monthly and sent via secured email using PKI or utilizing a secure delivery service that tracks mail from pick-up to delivery
- 4.12.8 The Contractor shall comply with all PBM formulary guidance regarding medication use, monitoring and safety
- 4.12.9 Contractor shall collaborate with VA Pharmacy when patients are identified that require intervention
- 4.12.10 The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes
- 4.12.11 The Contractor shall be responsible for meeting national quality standards and shall comply with mandated policies established by VA Central Office (VACO) Patient Care Services (PCS). Each fiscal year new quality standards are developed by PCS and forwarded to each VISN for implementing at each primary care site. Those standards are found at the VA website and provided by the COR for implementing

- 4.13 PERFORMANCE STANDARDS AND SURVEILLANCE-** To be paid the full capitated rate on the schedule, the contractor must provide services as required in the entire contract and to meet or exceed the acceptable quality level outlined in this section/sub-sections. If any portion of the requirement is not met and/or the acceptable quality level in any of the elements in this section/subsection are not maintained, the contractor will be notified by the contracting officer for response outlining the contractor's proposed remedy. The Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming services per FAR 52.212-4(a), .

DOMAIN: ACCESS

4.13.1 MEASURE: NEW PC APPOINTMENTS COMPLETED WITHIN 20 DAYS OF CREATE DATE (PC18)

Performance Requirement: Contractor shall provide completed appointments for new PC patients ≤ 20 days from the create date

Standard: Contractor shall provide completed appointments for new PC patients ≤ 20 days from the create date no less than 76% of the time

Acceptable Quality Level: Contractor shall provide completed appointments for new PC patients ≤ 20 days from the create date no less than 100% of the time.

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the PACT Profile report and Performance Measures Report. COR will send reports to the Contractor and to the CO quarterly to notify them of performance

4.13.2 MEASURE: ESTABLISHED PC PATIENT AVERAGE WAIT TIME IN DAYS (PC17)

Performance Requirement: Contractor shall provide completed appointments for established PC patients ≤ 20 days from the patient indicated date.

Standard: Contractor shall provide completed appointments for established PC patients ≤ 20 days from the patient indicated date no less than 97% of the time.

Acceptable Quality Level: Contractor shall provide completed appointments for established PC patients ≤ 20 days from the patient indicated date no less than 95% of the time

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the PACT Profile report and Performance Measures Report. COR will send reports to the Contractor and to the CO quarterly to notify them of performance

4.13.3 MEASURE: PCMHI PENETRATION (PACT15) SHEP ACCESS COMPOSITE:

Performance Requirement: Contractor shall involve PCMHI staff in the care of patients with mental health needs

Standard: Contractor's PCMHI penetration rate shall meet or exceed 8%

Acceptable Quality Level: : Contractor's PCMHI penetration rate shall meet or exceed 5%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the SHEP and Performance Measures report. COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.4 MEASURE: PCMH SHEP ACCESS COMPOSITE:

Performance Requirement: Contractor shall provide: 1) urgent care appointments as soon as needed, 2) routine care appointments as soon as needed, and 3) same day answers to patients' medical questions

Standard: Contractor's SHEP access composite score shall meet or exceed 51%

Acceptable Quality Level: Contractor's SHEP access composite score shall meet or exceed 45%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the SHEP and Performance Measures report. COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.5 MEASURE: SHEP QUESTION 7

Performance Requirement: Contractor shall provide timely appointments when patients need care right away

Standard: Contractor's SHEP question 7 score shall meet or exceed 41%

Acceptable Quality Level: Contractor's SHEP question 7 score shall meet or exceed 53%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the SHEP and Performance Measures report. COR will send reports to the Contractor and CO quarterly to notify them of current performance.

4.13.6 MEASURE: SAME-DAY APPTS W/ PCP

Performance Requirement: Contractor shall provide same day appointments with primary care provider

Standard: Contractor's same day appointments with PCP rate shall meet or exceed 60%

Acceptable Quality Level: Contractor's same day appointments with PCP rate shall meet or exceed 75%

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.7 MEASURE: APPOINTMENT CANCELLATIONS:

Performance Requirement: Contractor shall not unnecessarily cancel patient appointments

Standard: Contractor's rate of appointments cancelled by clinic shall not exceed 9%

Acceptable Quality Level: Contractor's rate of appointments cancelled by clinic shall not exceed 7%

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the Performance Measure Report and the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance

DOMAIN: QUALITY OF CARE:**4.13.8 MEASURE: COMPOSITE - BEHAVIORAL HEALTH SCREENING:**

Performance Requirement: Contractor shall complete all behavioral health screening and follow-up evaluations

Standard: Contractor shall maintain a behavioral health composite score of at least 95%

Acceptable Quality Level: Contractor shall maintain a behavioral health composite score of at 90%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the CBOC Report. The COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.9 MEASURE: COMPOSITE – DIABETES

Performance Requirement: Contractor shall manage patients with diabetes in accordance with VA standards

Standard: Contractor shall maintain a diabetes composite score of at least 79%

Acceptable Quality Level: Contractor shall maintain a diabetes composite score of at least 81%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the CBOC Report. The COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.10 MEASURE: COMPOSITE - ISCHEMIC HEART

Performance Requirement: Contractor shall manage patients with ischemic heart disease in accordance with VA standards

Standard: Contractor shall maintain an ischemic heart composite score of at least 78%

Acceptable Quality Level: Contractor shall maintain an ischemic heart composite score of at least 80%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the CBOC Report. The COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.11 MEASURE: COMPOSITE – PREVENTION

Performance Requirement: Contractor shall provide preventive health care in accordance with VA standards

Standard: Contractor shall maintain a prevention composite score of at least 80%

Acceptable Quality Level: Contractor shall maintain a prevention composite score of at least 75%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the CBOC Report. The COR will send reports to the Contractor and CO quarterly to notify them of current performance

4.13.12 MEASURE: COMPOSITE – TOBACCO

Performance Requirement: Contractor shall provide tobacco counseling and care in accordance with VA standards

Standard: Contractor shall maintain a tobacco composite score of at least 94%

Acceptable Quality Level: Contractor shall maintain a tobacco composite score of at least 95%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the CBOC Report. The COR will send

reports to the Contractor and CO quarterly to notify them of current performance

4.13.13 MEASURE: CLINICAL REMINDERS

Performance Requirement: Contractor shall complete all clinical reminders as indicated in VA EHR

Standard: Contractor shall complete no less than 90% of all clinical reminders as indicated in VA EHR

Acceptable Quality Level: Contractor shall complete no less than 87% of all clinical reminders as indicated in VA EHR

Surveillance Method and Frequency: VA will monitor progress weekly using VA EHR reports. COR will send reports weekly to the Contractor, and notify the CO of any issues of non-compliance, otherwise they will notify the CO quarterly

4.13.14 MEASURE: PROGRESS NOTES AND PATIENT CARE ENCOUNTER (PCE) MODULE DOCUMENTATION

Performance Requirement: Contractor shall complete workload and encounter documentation as defined in the PWS within 2 business days. Progress notes must be connected to the correct visit/encounter and location, entered into VA EHR/VA EHR on the same day as the visit/encounter, meet CMS guidelines, and include content as defined in PWS.

Standard: Contractor shall properly complete documentation for each patient encounter 100% of the time

Acceptable Quality Level: Contractor shall properly complete documentation for each patient encounter 100% of the time

Surveillance Method and Frequency: VA will monitor progress weekly using VA EHR reports. COR will send reports weekly to the Contractor, and notify the CO of any issues of non-compliance, otherwise they will notify the CO quarterly

DOMAIN: PANEL MANAGEMENT:

4.13.15 MEASURE: PERCENT OF TEAMS WITH CORE TEAMLET STAFFING RATIO ≥ 3 :

Performance Requirement: Contractor shall provide core teamlet staffing at a ratio of ≥ 3 FTE core teamlet members (RN care manager, clinical associate, administrative associate) for each PCP FTE

Standard: 100% of Contractor's primary care teams shall have a core teamlet staffing ratio of ≥ 3

Acceptable Quality Level: 100% of Contractor's primary care teams shall have a core teamlet staffing ratio of ≥ 3

Surveillance Method and Frequency: VA will monitor progress monthly using data from the mPACT Dashboard, and PCMM Panel Report. COR will send reports monthly to the Contractor and notify the CO of any issues of non-compliance, otherwise the COR will notify CO quarterly.

4.13.16 MEASURE: PERCENT OF WOMEN ASSIGNED TO WOMEN'S HEALTH PACT OR DESIGNATED WOMEN'S HEALTH PROVIDER (WH1)

Performance Requirement: Contractor shall ensure that an appropriate number of WH-PACTs or WH-PCPs are available at site of care to

ensure that all VHA access goals are met for women Veterans who choose to be seen by a designated women's health provider.

Standard: Contractor's percent of women assigned to Women's Health PACT or Designated Women's Health Provider shall meet or exceed 77%

Acceptable Quality Level: Contractor's percent of women assigned to Women's Health PACT or Designated Women's Health Provider shall meet or exceed 85%

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance.

4.13.17 MEASURE: PERCENT PRIMARY CARE PATIENTS ENROLLED IN HOME TELEHEALTH

Performance Requirement: Contractor shall offer and refer patients to home telehealth

Standard: Contractor shall exceed 1.6% of PC patients enrolled in Home Telehealth (HT)

Acceptable Quality Level: Contractor shall exceed 1.7% of patients enrolled in Home Telehealth (HT)

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance.

4.13.18 MEASURE: RATIO OF NON-TRADITIONAL ENCOUNTERS

Performance Requirement: Contractor shall provide telephone encounters, group encounters, and secure messaging

Standard: Contractor shall exceed 25% ratio of non-traditional encounters

Acceptable Quality Level: Contractor shall exceed 28% ratio of non-traditional encounters

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance

DOMAIN: VETERAN SATISFACTION

4.13.19 MEASURE: VETERAN SATISFACTION

Performance Requirement: The Contractor's PCPs shall provide care that Veterans rate as a 9 or 10 on question 32 of the SHEP/PCMH survey

Standard: Contractor's SHEP question 32 score shall meet or exceed 69%

Acceptable Quality Level: Contractor's SHEP question 32 score shall meet or exceed 65%

Surveillance Method and Frequency: VA will monitor progress quarterly by using data from the SHEP report and Performance Measures Report. COR will send reports to the Contractor and to the CO quarterly to notify them of performance

DOMAIN: COORDINATION OF CARE

4.13.20 MEASURE: POST DISCHARGE CONTACT BY PACT TEAMLET

Performance Requirement: The Contractor's PACT teamlets shall contact their assigned patients within 2 business days of discharge from any VA facility

Standard: Contractor's rate of post discharge contact by PACT teamlet shall meet or exceed 60%

Acceptable Quality Level: Contractor's rate of post discharge contact by PACT teamlet shall meet or exceed 65%

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the PACT Compass. COR will send reports to the Contractor and CO quarterly to notify them of current performance

DOMAIN: ENVIRONMENT OF CARE (EOC)

4.13.21 MEASURE: PERCENTAGE OF DEFICIENCIES IDENTIFIED DURING EOC ROUNDS THAT ARE CLOSED TIMELY (e5eoc1)

Performance Requirement: Contractor shall address deficiencies identified in EOC rounds within 14 business days or have a documented Plan for Action (PFA)

Standard: Contractor's rate of EOC deficiencies that are closed within 14 business days or have a PFA shall meet or exceed 85%

Acceptable Quality Level: Contractor's rate of EOC deficiencies that are closed within 14 days or have a PFA shall meet or exceed 89%

Surveillance Method and Frequency: VA will monitor progress quarterly using data from the Performance Measure Report. COR will send reports to the Contractor and CO quarterly to notify them of current performance.

DOMAIN: PHARMACY

4.13.22 MEASURE: NON-FORMULARY AND RESTRICTED DRUG REQUESTS

Performance Requirement: Contractor shall submit non-formulary and restricted drug requests in VA EHR/VA EHR using the PBM consult option

Standard: Contractor shall submit non-formulary and restricted drug requests in VA EHR/VA EHR using the PBM consult option 100% of the time. (Zero disapproval ratings for non-formulary and restricted drug requests quarterly).

Acceptable Quality Level: Contractor shall submit non-formulary and restricted drug requests in VA EHR/VA EHR using the PBM consult option 100% of the time. (No more than 10% disapproval ratings for non-formulary and restricted drug requests quarterly).

Surveillance Method and Frequency: COR will monitor performance monthly via electronic reports pulled from VA EHR/VA EHR. COR will send monthly status reports to the CO and Contractor to notify them of current performance

4.13.23 MEASURE: PHARMACY NEW DRUG ORDER REQUESTS

Performance Requirement: Contractor shall submit new drug orders through VA EHR/VA EHR

Standard: The contractor shall ensure that 100% all new drug order requests follow all prescribing guidelines. This is including but not limited to ensuring all appropriate labs have been previously ordered and that the order is not a non-formulary drug.

Acceptable Quality Level: The contractor shall ensure that 100% all new drug order requests follow all prescribing guidelines. This is including but not limited to ensuring all appropriate labs have been previously ordered and that the order is not a non-formulary drug.

Surveillance Method and Frequency: COR will monitor performance monthly via electronic reports pulled from VA EHR/VA EHR. COR will send monthly status reports to the CO and Contractor to notify them of current performance.

4.14 REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

- 4.14.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed the Simplified Acquisition Threshold and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information
- 4.14.2 Each Contractor whose contract award is estimated to exceed the simplified acquisition threshold (SAT) \$250,000.00 (This amount may change during the life of the contract) is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award and must be kept current should there be any change to the Contractor's registered representative.
- 4.14.3 For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- 4.14.4 Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond

5. GOVERNMENT RESPONSIBILITIES. Special Contract Requirements

5.1. Oversight of Service/Performance Monitoring:

- 5.1.1. **CO Responsibilities:** The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract. The CO shall resolve complaints concerning Contractor's provider relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof. If contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for the contract staff to be provided by the VA; replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA enrolled patients. Upon approval by the VA of the Contractor's completion of the start-up requirements, the VA will issue a written Notice to Proceed to the Contractor.
- 5.1.2. **The COR:** The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of Contractor or Contractor's provider noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. The COR will be responsible for monitoring the Contractor staff performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring is outlined in the QASP. The COR will maintain a record-keeping system of services by reviewing the QASP and invoices submitted by the Contractor. The COR will review this data monthly when invoices are received and certify all invoices for payment. Any evidence of the Contractor's non-compliance shall be forwarded immediately to the Contracting Officer. The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract, payments will be adjusted to compensate the Government for the difference.
- 5.1.3. **Contract Administration:** All contract administration functions will be retained by the VA. After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Contracting Officer (CO)
 Leigh Ann Nunn
 750 NE 13th Street 2nd Floor
 Oklahoma City, OK 73104
Leigh.Nunn2@va.gov
 (405)456-5113

Contracting Officer's Representative (COR) for this contract is:
 Rebecca Kemp
 500 Foothill Dr. (110)
 Salt Lake City, UT 84148
Rebecca.Kemp@va.gov
 (801)582-1565 ext. 2476

Liaison Persons: While the liaison persons identified, and other VA staff may be contacted for questions/information and/or may visit the Contractor's sites to oversee

policy compliance, **only the CO is authorized to make commitments or issue changes which will affect the price, quantity, quality, or delivery terms of this contract.** Any guidance provided, which the Contractor feels is beyond the scope of this contract, must be communicated to the CO, via the COR, for possible contract modification.

The VA has designated the following liaison personnel for this resultant contract –

Title	Role	Phone Number
Primary Care Service Line	Clinical Contact	801-582-1565 ext. 2278
VA Manager	COR and Admin Contact	801-582-1565 ext. 2476
VA Coordinator	Admin Contact	801-582-1565 ext. 1400
Administrative Officer of the Day	Contact for any administrative and clinical problems that arise after normal working hours of 8:00 AM-4:30 P.M., Monday - Friday, weekends and holidays	801-582-1565 ext. 1035 or 1173
IRM "Help Desk"	Assistance with VA EHR	801-582-1565 ext. 1293
HIMS ADPAC	Assistance with Patient Information Management System (PIMS)	801-582-1565 ext. 1035 or 1173
Patient Registration Office	Assistance with Patient Eligibility	801-582-1565 ext. 5126
Medical Care Cost Recovery	Assistance with Financial Assessments	801-582-1565 ext. 2457
Outpatient Pharmacy	Outpatient Pharmacy Supervisor	801-582-1565 ext. 2193
Health Information Management Service	Assistance with VA EHR and Medical Records	801-582-1565 ext. 1654
VA Patient Advocate	Assistance with patient complaints, etc.	801-582-1565 ext. 1900
Community Care	Assist in questions involving community care consults, timeliness of care provided in the community, and Mission Act concerns,	801-582-1565 ext 1259
Ancillary Testing	Questions involving lab work, and other ancillary testing	801-582-1565 ext. 1595 or 1261
Pathology and Laboratory Medicine	Chief Medical Technologist for pathology and laboratory medicine	801-582-1565 ext. 1988
Women Veterans Health Services	Program Manager for women veteran's health issues	801-582-1565 ext. 5423

Radiology Service	Chief Technologist for radiology imaging related questions	801-582-1565 ext. 2352
-------------------	--	------------------------

5.1.4 The Contractor shall identify and provide contact information for a contact person(s), who shall serve as liaison between the Contractor and the VA. This individual will also ensure the functionality of the clinic per contract specifications. The contact person(s) will be available during the administrative tour of duty from 8:00 AM - 4:30 PM Monday through Friday. The Contractor shall also provide contact information for an after-hours point of contact who shall be reachable by phone at all times.

6. Special Contract Requirements

6.1 CONTRACT START-UP REQUIREMENTS:

- 6.1.1. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA enrolled patients. Upon approval by the VA of the Contractor's completion of the start-up requirements, the VA will issue a written Notice to Proceed to the Contractor.
- 6.1.2. The Contractor shall have 90 days from contract award to commencement of the provision of medical care to local Veterans. However, the Contractor must have all start-up requirements in place and ready to commence operation NLT 83 calendar days from contract award. The final seven (7) days will be used for training and resolution of any last minute or unexpected technical or personnel related challenges. The Contractor shall comply with the following contract requirements prior to commencement of clinical operations:
 - 6.1.2.1. The Contractor shall hire, train, and ensure licensure of all necessary personnel.
 - 6.1.2.2. The Contractor shall furnish evidence of insurability of the offeror and/or of all health-care providers, who will perform under this contract (see VAAR 852.237-7, Indemnification and Medical Liability Insurance).
 - 6.1.2.3. All Contractor-provided health care services shall be available.
 - 6.1.2.4. The Contractor's case management program with primary care providers as case managers for all health care services provided to enrolled patients shall be operational.
 - 6.1.2.5. The Contractor's VA approved performance improvement program shall be operational.
 - 6.1.2.6. The Contractor's facility shall be in compliance with the requirements of this contract.
- 6.1.3. The VA will provide training to the Contractor at the VA relative to data reporting needs, the VA EHR, eligibility issues, billing procedures and medical referral procedures within 89 calendar days of contract award. The Contractor is responsible to provide future training to his/her personnel after the initial 90 calendar days of the contract award. The Contractor must provide documentation of training prior to Pathology and Laboratory Medicine providing access to the VA EHR laboratory software options. The Contractor shall be responsible for attendance and performance regarding training sessions. Training will be coordinated by the COR and the Contractor's designee. After contract performance

begins, VA staff is readily available by telephone and e-mail to answer questions and provide guidance.

- 6.1.4. Upon receipt of Notice of Award, Contractor shall immediately commence the credentialing and privileging process for all clinical staff through the VA. A minimum of 6 calendar weeks is required for VA credentialing after the package has been completed and received from the provider.
- 6.1.5. Patient Transportation: Each patient will be responsible for his/her own transportation to appointments.
- 6.1.6. Signage: The Contractor shall furnish and install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo and reads: VA Salt Lake City Health Care System Primary Care Clinic
- 6.1.7. The Contractor shall provide the Contracting Officer with a diagram of the proposed sign which specifies dimensions and identifies the installation location for approval by the Contracting Officer prior to fabrication of the sign. The VA has renamed Community Based Outpatient Clinics, when necessary, to reflect the county in which they are located. At start up, this clinic will be called the Vernal CBOC.
- 6.2. **BILLING CODES:** The Contractor shall adhere to the most current American Medical Association Current Procedural Terminology (CPT) and the Centers for Medicare and Medicaid Services' International Classification of Diseases (ICD) coding standards for all services provided. The Contractor shall submit accurate and complete CPT and ICD codes for each patient care encounter.
 - 6.2.1. BILLABLE ROSTER:
 - 6.2.1.1. Additions to Billable Roster
 - 6.2.1.1.1. All enrollees are estimated in the quantity for the PC CLIN. Approximately 1/3 of the PC CLIN will be estimated for the MH CLIN (if there is a MH CLIN).
 - 6.2.1.1.2. The ONLY time the contractor may bill against the MH CLIN is when Primary Care-Mental Health Integration (PC-MHI), and/or general/specialty MH services are provided by the contractor's professional MH staff under the 500 series (MH) stop coded clinics with separate CPT coded encounters. MH screening and services provided as part of primary care in a 300 series stop coded clinic are NOT billed against the MH CLIN.
 - 6.2.1.1.3. "Professional MH Staff" eligible to provide services that will result in billing against the MH CLIN are: Psychologist, Psychiatrist, Licensed Clinical Social Worker (LCSW), MH Nurse Practitioner (NP), Mental Health Physician Assistant (PA), Licensed Professional Mental Health Counselor (LPMHC) and Marriage and Family Therapist.
 - 6.2.1.1.4. The billable roster for the PC CLIN will include all patients assigned to the Contractor's site of care in the Patient Centered Management Module (PCMM) with at least one qualifying encounter by the Contractor's Primary Care Provider(s) (PCP) within the previous 12 months. For the purposes of this contract, a qualifying encounter is a completed encounter by a PCP and must have one of the following primary stop codes and **ANYTHING** in secondary credit code:

- 323 (Primary Care Medicine)
- 338 (Telephone Primary Care) [E0001]
- 348 (Primary Care Shared Appointment)

OR ANYTHING in primary stop code that is not on the list above and credit stop is:

- 179 (Real Time Clinical Video Telehealth to Home Provider Site)
- 322 (Comprehensive Women's Primary Care Clinic)
- 323 (Primary Care Medicine)

- 6.2.1.1.5. The billable roster for the MH CLIN (if there is a MH CLIN) will include all patients provided at least one Primary Care-Mental Health Integration and/or General/Specialty MH service by the Contractor's professional MH staff within the previous 12 months under a 500 series stop coded clinic with a separate CPT coded encounter.
- 6.2.1.1.6. VA has the sole authority to assign Veterans who are treated by the Contractor into the PCMM software program. Eligibility determination and enrollment of Veterans into VHA health care shall be the responsibility of the VA. The Contractor is responsible for notifying the VA of newly seen Veterans at the Contractor's site that are not already assigned in the PCMM software program. The VA will then verify that the Veteran was seen through the VA EHR documentation, and enter the Veteran into the PCMM software as credited to the Contractor's site and associated clinic roster upon verification with the Veteran of their intent to establish care at the Contractor's site.
- 6.2.1.1.7. If the Contractor seeks to request placement on the billable roster a Veteran at the Contractor's site who is already assigned to another primary care team or provider in the VHA, the VA will have final authority to assign the primary care site for the Veteran. The main basis for this decision will be Veteran preference. Veterans shall not be allowed to be assigned to more than one VA Outpatient Site of Care. In addition, Veterans will not be allowed to be assigned simultaneously at the Contractor's site and in any of the primary care teams at the VA. If the Veteran has an active PCMM assignment at another location, care provided will fall under the requirements in the Episodic Care for Unassigned/Unenrolled Patients section of this solicitation. If the Veteran is requesting transfer of care to the Contractor's site, VA will review the request in accordance with the VHA Directive 1406 Patient Centered Management Module (PCMM).
- 6.2.1.1.8. For Veterans newly assigned in PCMM, the Contractor shall be paid the monthly capitation rate for the full month in which the first Contractor's PCP qualifying encounter occurs. (See first paragraph in this section for more information on qualifying encounters). All payments shall be monthly in arrears.

6.2.1.2. Removal from Billable Roster

- 6.2.1.2.1. The Contractor is responsible for informing and confirming with the VA Veterans who no longer should be included on the billable roster at the Contractor's site. This includes Veterans who have died, moved to other areas, have decided to receive their primary care elsewhere or whom have not had at least one Contractor's PCP qualifying encounter in the previous 12 months. Delayed

notification that a Veteran should be removed from the billable roster for these reasons will result in offsets being taken against subsequent invoices. The Contractor shall notify VA of these circumstances in a timely manner. Delayed notification includes circumstances in which the Contractor or VA, through no fault of their own, do not receive such information until after the fact.

- 6.2.1.2.2. If a Veteran has a legitimate complaint and demands disenrollment for cause, payment shall be discontinued the month after the patient is reassigned in PCMM and Contractor is notified. If arbitration is necessary, clinical issues will be referred to the Executive Director of the contracted facility and the Chief, Primary Care Service of the VA. If a decision cannot be reached at the clinical level, referral shall be made to the CO for final determination. This decision shall be binding.
- 6.2.1.2.3. The Contractor shall contact the COR, or his designated representative, to discuss any issues, including possible removal from the billable roster, due to disruptive Veteran behavior. The COR, or the designated representative, will engage the VA Disruptive Behavior Committee to recommend the appropriate location for the Veteran to receive care.
- 6.2.1.2.4. The Contractor shall also notify VA of any of the following:
 - Death of the Veteran.
 - When a Veteran moves to another area.
 - When a Veteran receives his/her primary care elsewhere.
 - When a Veteran assigned to the Contractor's site of care in the Patient Centered Management Module (PCMM) does not receive at least one qualifying encounter by the Contractor's Primary Care Provider(s) (PCP) within the previous 12 months.

NOTE: These circumstances may become known after the fact. Upon discovery of these situations, the Contractor shall credit or reimburse the VA back to the original date of the removal criteria being met for reasons above.
- 6.2.1.2.5. The VA has ultimate authority to remove a Veteran from the billable roster and from the responsibility of the Contractor at any time. The VA will notify the Veteran and the Contractor of the effective date of removal from the billable roster. Removal of Veterans from the Contractor's responsibility may occur, but not be limited to, the following reasons:
 - The Veteran loses eligibility for VA care.
 - The VA decides that removal from the billable roster is in the best interest of the Veteran.
 - The Veteran was found to have falsified the application for VA services, and approval was based on false information.
 - When it is determined that a Veteran has abused the VA system by allowing an ineligible person to utilize the Veteran's identification card to obtain services.
 - When it is determined that the Veteran has willfully and repeatedly refused to comply with the Contractor's requirements or VA requirements, subject to federal laws and regulations.

- When it is determined that the Veteran has abused the VA program by using VA identification card to seek or obtain drugs or supplies illegally or for resale, subject to state and federal laws and regulations.
- When it is determined by VA's Disruptive Behavior Committee that it is not safe for the Veteran to receive care at Contractor's site.

6.2.1.2.6. The Contractor gives written notification to the VA that the Contractor cannot provide the necessary services to the Veteran or establish an appropriate provider Veteran relationship.

6.2.1.2.7. For Veterans removed from the billable roster under the "per Veteran[patient] per month (PPPM)" capitation payment method, the Contractor shall be paid the monthly capitation rate for the full month in which the date of removal occurred.

6.2.1.2.8. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VA Contracting Officer for resolution. If such resolution is consistent with the other terms of the contract, the final decision of the CO is binding.

6.2.1.3. Monthly Billable Roster and Invoice Reconciliation: Monthly billable roster and invoice reconciliation shall take place as follows:

6.2.1.3.1. The VA shall present to the Contractor the VA billable roster for the applicable month to be invoiced.

6.2.1.3.2. The Contractor shall reconcile the VA billable roster with its records, negotiate any differences between its records and the VA billable roster, and invoice the VA.

6.2.1.3.3. The VA shall certify the Contractor's invoice.

6.2.1.3.4. No later than the seventh (7th) workday of each month, the VA Coordinator or the COR (or their designee) will submit to the contractor a list of Veteran names who properly meet the billing criteria. This list is the VA "billable roster" for the applicable month to be invoiced. This list will represent the Veterans for whom the VA is willing to provide payment for the previous month. This list will include the names of all Veterans who are assigned to the Contractor's site of care in PCMM and have had at least one qualifying encounter with Contractor's PCP within the previous 12 months. (Example: A list sent to the Contractor on October 7, 2009 will cover the time frame of October 1, 2008 through September 30, 2009.) This billable roster represents all Veterans assigned to Contractor's site of care in PCMM and have had at least one qualifying encounter with the Contractor's PCP within the previous 12 months minus any Veterans who may have been seen in that timeframe but have, in the meantime, died, moved to another location and do not plan to receive care at the particular site, or have transferred their care to either another site, a VA Medical Center, or to a private medical practitioner, or who meet any of the remaining disenrollment categories.

6.2.1.3.5. The VA will also provide the Contractor with an alphabetically arranged lists of names of Veterans who were removed that month from the billable roster due to death, relocation, transfer of care, failure to have at least one qualifying

encounter with the Contractor's PCP within the previous 12 months and/or any one of the reasons listed above. The list shall also include which disenrollment reason is applicable to the disenrolled Veteran.

- 6.2.1.3.6. Veteran names that come to either the VA' or the Contractor's attention "after the fact" will not only be removed from the current list of invoiced names, but the Contractor shall also credit or reimburse the VA for any previous months that may have passed during which time the VA and/or the Contractor were unaware of the Veteran's demise, relocation, receipt of health care at a different location or any other reason listed in above, for which the VA was paying the Contractor for perceived care.
- 6.2.1.3.7. The Contractor shall reconcile the VA billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding the VA provided billable roster, will be required to be negotiated between the Contractor and the VA Coordinator/COR or the CO or their designee. The final Arbitrator to any disagreements between the Contractor and the VA regarding this billable roster is CO. CO decisions in this regard are final, if such decision is consistent with the other terms of the contract.
- 6.2.1.3.8. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data, the VA will certify the invoice for payment. The Contractor shall have 30 calendar days from the date of invoice to justify any additions to the billable roster for the applicable month of invoice. After 30 calendar days, no further changes will be authorized for the applicable month's invoice.

6.2.2. INVOICING AND PAYMENT:

- 6.2.2.1. **Department of Labor Wage Determination** -The Service Contract Act of 1965 and the Department of Labor Wage Determination applies to the resultant contract(s) and is attached in Section D.38
- 6.2.2.2. **Payment in Full.** Costs are responsibility of parent VA contracting this service. The contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment. The contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third-party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.
- 6.2.2.3. **Electronic Invoice Submission:** Invoices will be electronically submitted to the Tungsten website at <https://www.tungsten-network.com/customer-campaigns/veterans-affairs/> Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC.

This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. To successfully submit an invoice to VA-FSC please review “How to Create an Invoice” within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror the current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). Payments will only be made for actual services rendered. Payments shall be made monthly, in arrears. The Contractor shall be reimbursed at the capitation rate specified in the Supplies or Services and Prices/Costs Section. The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. The Contractor shall be reimbursed upon receipt of a proper invoice. Invoices must contain the following information:

- 6.2.2.3.1. Total number of listed Veterans from the previous month's invoice.
- 6.2.2.3.2. New Veterans added to the billable roster since the previous month's invoice.
- 6.2.2.3.3. Veterans removed from the billable roster since the previous month's invoice.
- 6.2.2.3.4. Number of Veterans (if any) whose dis-enrollments generate a credit, the amount of the credit, and the calculation(s) used to arrive at the credit.
- 6.2.2.3.5. Firm's Tax Payer ID Number (TIN)
- 6.2.2.3.6. Firm's "Remit Address" information
- 6.2.2.3.7. The VA Purchase Order (PO) number
- 6.2.2.3.8. Firm's contact information: (Personal Name, Email, and Phone)
- 6.2.2.3.9. VA point of contact information: (Personal Name, Email, and Phone)
- 6.2.2.3.10. The Period of Performance dates (Beginning and Ending)
- 6.2.2.3.11. All discount information if applicable (Percent and Date Terms)
- 6.2.2.3.12. For additional information, please contact:
 - 6.2.2.3.12.1. **Tungsten Support Phone:** 1-877-489-6135 Website: <https://www.tungsten-network.com/customer-campaigns/veterans-affairs/> **Department of Veterans Affairs Financial Service Center** Phone: 1-877-353-9791 Email: vafscched@va.gov
- 6.2.2.4. Veteran Patients determined to be ineligible for VA medical care will be billed by VA for the care rendered in accordance with VA regulations. VA shall reimburse the Contractor for one visit for patient or Veteran subsequently deemed ineligible by VA. Reimbursement will be at the Medicare rate in effect on date of service for the state of Utah for the CPT codes utilized during the initial visit. In accordance with the Description/Specifications/Work Statement Section, the VA is required to verify Veteran eligibility within twenty-four (24) hours from the time the Contractor requests an eligibility determination for each applicant.
- 6.2.2.5. The VA may deny payment for emergency medical services performed locally outside the Contractor's facility if the VA physician reviewing the Veteran's medical record

determines that no emergency existed. The Contractor can appeal this determination in writing to the Contracting Officer by submitting supporting documentation. If a dispute still exists after Contractor's documentation is reviewed, the Contractor may file a claim under the Disputes clause of the contract, FAR 52.212-4(d).

6.2.3. PROCEDURE REGARDING THIRD PARTY RESOURCES:

- 6.2.3.1. The VA shall be entitled to and shall exercise full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled Veterans under this contract and recover any such liability from the third party. If the Contractor has determined that third party liability exists for part or all the services provided directly by the Contractor to an enrolled patient, the Contractor shall make reasonable efforts to notify VA for recovery from third party liable sources the value of services rendered. All such cases will be referred to the MCCR Section at VA.
- 6.2.3.2. VA has the authority to bill insurance carriers for treatment provided to Veterans for non-service related conditions. Veterans presenting for care will be asked by the Contractor's staff to provide their insurance and/or Medicare card(s). Per the national mandate, the Contractor's staff will then scan the insurance cards (front and back) into the DSS program for processing. In the event the card is not able to be scanned, a photocopy of the front and back should be made and faxed to the MCCR Section at the VA Salt Lake City Health Care System. The copy of the card must be faxed no later than the end of the second business day the Veteran is seen. The system automatically requires update of this data every six months (180 days) unless the Veteran identifies a change in his insurance status. Contractor is not liable for data older than 6 months if Veteran has not visited. The Contractor shall review the health insurance information at the time of each clinic visit. The Contractor shall provide the VA with Veteran treatment information daily to facilitate third party billing. The Contractor shall also provide copies of medical records, at no charge, when requested by the VA to support billing.

6.3. CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6):

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract. See attachment D.37

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM for AWARD MANAGEMNT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.2 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST DEC 2011

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

- (1) That exceed \$150,000; and
- (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*. —

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This

paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the

EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.4 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. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 five (5) years.

(End of Clause)

C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employer’s liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.7 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to 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.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.9 VAAR 852.215-71 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 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)

(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.11 VAAR 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, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; 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 Presentment 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 in this paragraph (e), 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.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employee's 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 Utah. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

C.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)

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

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

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

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

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

(End of Clause)

C.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management

and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.16 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

C.17 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

C.18 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

(End of Clause)

C.19 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.

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

☒ (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)).

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

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

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

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

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

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☒ (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.

☒ (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.

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (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.

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

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

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

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

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

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

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

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

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

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

☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

[X] (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (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).

[X] (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).

[X] (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[X] (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.20 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 date of award through end of period of performance.
- (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.2152.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000.00

(2) Any order for a combination of items in excess of \$10,000,000.00

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.22 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 end of performance period.

(End of Clause)

C.23 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain,

during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above: \$1,000,000.00

(End of Clause)

C.24 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 Provision)

C.25 VAAR 852.219-76 SUBCONTRACTING PLANS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement.

(b) Accordingly, any contract resulting from this solicitation will include these clauses, unless the contract is awarded to a small business concern. The Contractor is advised in performing contract

administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing the Contractor's compliance with the plan, including reviewing the Contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding the Contractor's compliance with this requirement.

(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 plan.

(End of Clause

C.26 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <http://www.sam.gov> for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at www.sam.gov.

(End of Clause)

C.27 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachments:

- D.1 Past Performance References
- D.2 Past Performance Questionnaire
- D.3 Quality Assurance Surveillance Plan (QASP)
- D. 4 Patient Handbook
- D.5 Patient Responsibilities
- D.6 Patient Medical Records
- D.7 Medical Record Completion Policy
- D.8 Memorandum 114.07 Reporting Imaging Test Results
- D.9 Memorandum 142I.27 Automated Information Systems AIS Access
- D.10 Facility Information Security Policy

Women's Health

- D.11 Memorandum 11.78 Health Care for Women Veterans
- D.12 Memorandum 11.79 Physical Examinations for Female Veterans
- D.13 Memorandum 11.82 Obstetric Care for Women Veterans
- D.14 VA Directive 1600.3 Maternity Health Care and Coordination
- D.15 Mammogram Standard Operating Procedure

Telehealth

- D.16 National Telehealth Operations Manual
- D.17 VHA Telehealth Operations Manual

Mental Health

- D.18 Memorandum 116.02 Health Care for Homeless Veterans

D.19 Memorandum 116.05 Prevention and Management of Suicidal and Self-Harm Behaviors

D.20 Memorandum 116.10 Response to Information that a Veteran may be at risk

D.21 Memorandum 00Q.70 Suicide Completed and Attempts

Lab

D.22 Memorandum 113.07 Critical Results Reporting

D.23 Labeling of Specimens

D.24 SOP-0938 CBOC Specimen Collection Procedures

D.25 SOP-0939 CBOC Tracking Log Procedures

D.26 SOP-0945 Hospital Glucometer Procedure

D.27 SOP-0946 Clinitek Status – Clinitek Urine hCG

D.28 SOP-0948 Alere hCG External QC Procedures

D.29 SOP-0949 Alere hCG Urine Only Procedure

D.30 SOP-0951 Point of Care

D.31 SOP-0955 CoaguChek XS Plus Procedure

D.32 SOP-0975 Rapid Strep A Procedure

D.33 SOP-0995 Clinitek Status Urinalysis Procedure

Pharmacy

D.34 Memorandum 11.55 Medication Reconciliation

D.35 Memorandum 11.66 Anticoagulation Therapy Management

D.36 Memorandum 119.02 Adverse Drug Reactions and Allergies

D.37 Handbook 6500.6

D.38 Wage Determination

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$20.5 Million dollars annually .

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

(End of Provision)

ADDENDUM 52.212-1

. TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing within ten (10) calendar days after issuance. Questions may be sent via email to LEIGH.NUNN2@VA.GOV.

Questions received after the ten calendar days will not be considered. Verbal questions will not be addressed. All responses to questions which may affect offers will be incorporated into written amendment(s) to the solicitation.

PLEASE REVIEW THE FOLLOWING ITEMS BEFORE MAILING YOUR PROPOSAL:

- | | |
|--|-----|
| Complete the SF 1449, including signature | [] |
| Complete the pricing schedule in the | |
| Schedule of Services | [] |
| Complete Attachment D.2 | [] |
| Subcontracting Plan | |
| Include documentation required by Addendum to | |
| FAR Clause 52.212-1, Instructions to Offerors | [] |
| Complete required blocks in FAR Clause 52.212-3, | |
| OFFEROR REPRESENTATIONS & CERTIFICATIONS | [] |
| (End of Contract Administration Data) | |

Requirements for Technical Proposals. Each offeror must submit 1 written technical proposal for evaluation **AND PROVIDE 1 COMPLETE COPY OF TECHNICAL PROPOSALS ON A CD,** which must provide sufficient information to demonstrate the capabilities to satisfactorily perform the requirement. The technical proposal shall be printed on white paper, 8.5" x 11" with no notebooks and/or special binding methods. Offerors shall ensure their technical proposal clearly identifies the applicable sections relating to each evaluation factor. A limit of 150 pages for technical proposal submission.

a. Offerors should address in detail their Technical Capabilities by describing their proposed approach to each factor. All factors will be considered based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements, and the contractor's ability to meet those requirements.

b. Contractors must submit signed copies of all amendments with their proposal package.

Requirements for Past Performance: Past Performance must be recent, and relevant (similar in size and scope) to this requirement and be within 3 years of the issue date of this solicitation.

For this factor:

(a) The Government shall review available past performance data in the Federal Awardee Performance and Integrity Information System found in the Past Performance Information Retrieval System found at <https://fapiis.ppirs.gov/>.

(b) Offerors shall identify all recent/relevant contracts that are similar in type, scope, size, complexity, and dollar value to the contract being offered herein, to include contract name, dates of performance, point of contact, telephone number and e-mail address. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers. More recent and relevant past performance will be given more weight than less recent and less relevant past performance. Refer to **ATTACHMENT D.1** in Section D of the RFP. Offerors are encouraged to include a narrative in the Past Performance References attachment that demonstrates satisfactory performance under the referenced contract.

(c) Each offeror shall provide their references with a copy of the Past Performance Questionnaire/Survey (**ATTACHMENT D.2**) in Section D of the RFP, and have it returned to the CO by the response date listed in Block 8 of SF1449. Questionnaires can be scanned and emailed from the references only to leigh.nunn2@va.gov. It is the Offeror's responsibility to ensure their references complete and submit these questionnaires.

(d) The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

(e) In accordance with FAR 15.305(a)(2)(iv), if an offeror has no record of relevant past performance or for whom information is not available, they will not be rated favorably or unfavorably

Requirements for Price Proposals. Price proposals consist of and must include the following:

a. Standard Form (SF) 1449, Solicitation/Contract/Order for Commercial Items, with blocks 12, 17, 30a, 30b, and 30c completed by an authorized representative of the offeror.

b. Schedule of Services completed with offeror's proposed contract line item prices inserted in the appropriate spaces.

c. Solicitation Clause 52.212-3 Offeror Representations and Certifications—Commercial Items, completed by the offeror.

d. Each offeror must submit 1 written price proposal for evaluation **AND PROVIDE 1 COMPLETE COPY OF PRICE PROPOSAL ON A CD**

The completion and submission of the above items will constitute an offer (Price Proposal) and will indicate the offeror's unconditional assent to the terms and conditions in the solicitation and any attachments hereto.

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(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:

Leigh Ann Nunn, Contracting Officer
Department of Veterans Affairs
Network Contracting Office
NCO 19
750 NE 13th Street 2nd Floor
Oklahoma City, OK 73104

Mailing Address:

Department of Veterans Affairs
Leigh Ann Nunn, Contracting Officer
Network Contracting Office
NCO 19
750 NE 13th Street 2nd Floor
Oklahoma City, OK 73104

(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 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016) (DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) 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 must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>). Offerors must be registered and verified in VIP **AT TIME OF SUBMISSION OF OFFERS**. Failure to be registered and verified in VIP will result in the removal of that offer from further consideration.

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

E.5 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to 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)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)

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

- (1) Include the name, address, fax number, email 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)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Factor 1 – Technical Capability

Sub-factor (a) – Offeror’s Capabilities/Experience

Sub-factor (b) – Quality Staffing

Sub-factor (c) – Implementation Plan

Factor 2 – Facility

Sub-factor (a) - Geographic Location**Sub-factor (b) – Clinical Design/Accessibility****Factor 3 – Past Performance****Factor 4 – Veteran Participation****Factor 5 – Price**

The non-price factors (Factors 1 through 4), when combined, are significantly more important than price (Factor 5). Factors 1, 2, 3 and 4 are listed in descending order of importance. All of the Sub-factors listed within each Factor are of equal importance.

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

For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR Clause 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 52.217-8 will be at the same rates as those in effect under the contract at the same time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other and will not affect the ranking of less proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

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

(End of Provision)

E.9 ADDENDUM TO 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

Offerors should address in **detail** their Technical Capabilities by describing their proposed approach to each factor. All factors will be considered based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements, and the offeror's ability to meet those requirements.

(1) **FACTOR 1 –Technical Capability.** This factor will be used to determine the Offeror’s ability to successfully manage the full range of contractual requirements. All sub-factors are of equal importance. All elements within each sub-factor are of equal importance.

SUB-FACTOR (a) – Offeror’s Capabilities/Experience

Offerors shall:

- **describe** ability to perform the full range of services to include evidence of financial resources to acquire or obtain necessary equipment, meet start-up requirements to include payroll, and any teaming or subcontract arrangements that may be used;
- **describe** medical and administrative equipment, other than VA-provided OIT or Tele-health equipment, and availability to be utilized under the contract;
- **describe** contingency plan for equipment downtime; describe familiarity with VA’s electronic medical record, specifically VISTA/CPRS;
- **provide** current organizational chart and description of organization’s history;
- **describe** the mechanism to schedule qualified VA-credentialed physicians and staff to cover the required clinic schedule;
- **describe** contingency plan for covering enrolled patient’s appointments due to scheduled or unscheduled leave;
- **describe** average personnel turnover rate and how it may or may not affect contract performance;
- **provide** a synopsis of the offeror’s overall approach to quality control and improvement; and
- **describe** performance measurement process that will be implemented to monitor quality, appropriateness of care, access to care, and patient satisfaction.

SUB-FACTOR (b) – Quality Staffing

Offerors shall:

- **describe** the capability to recruit adequate staffing to meet contractual requirements
- **provide** a list of names of the qualified physicians, nurse practitioners and other primary care provider staff intended to be utilized in the performance of the contract requirements and/or **describe** the mechanism used to provide qualified physicians, nurse practitioners and primary care provider staff to perform the contractual requirements;
- **provide** copies of the following for any physician(s) to be assigned to perform services under the contract, including any physicians to provide coverage relief— (1) Board Certification/Board Eligibility in Internal Medicine and/or Family Practice, (2) Active, current, unrestricted license to practice in the state where the outpatient site is located, and (3) Curriculum Vitae;
- **provide** copies of the following on any nurse practitioner(s) to be assigned to perform services under the contract, including any nurse practitioner(s) to provide coverage relief— (1) Transcript(s) from an Accredited Nurse Practitioner Program, (2) Graduation Certificate from an Accredited Nurse Practitioner Program, (3) Active, current, unrestricted license to practice in the state where the outpatient site is located, and (4) Curriculum Vitae; and
- **provide** a list of administrative support staff and describe the level of training and experience of each that will be utilized to meet the administrative support functions in the performance of the contract requirements, including descriptions of the grievance system and quality assurance/performance improvement mechanisms.

SUB-FACTOR (c) – Implementation Plan

Offerors shall:

- **describe** offeror's ability to meet performance measures related to Patient Aligned Care Team (PACT) implementation (staffing ratios, exam room access, access measurements, continuity, discharge follow-up calls) as described in the Quality Assurance Surveillance Plan (QASP) that is attached; and in Paragraph 4.12 of the PWS.
- **provide** a detailed operational plan to include staffing for the first 90 days of the clinic to ensure patient care is not negatively impacted by the transition between the current contractor, and the successful offeror.

(2) FACTOR 2 – Facility

Sub-Factor (a) – Geographic Location

Offerors shall:

- **specify** the location of the proposed facility to be utilized in the performance of the contract, including full street address;
- **describe** access to public transportation to the facility; and,
- **describe** the location of the facility in relation to major highways.

Sub-Factor (b) – Clinical Design/Accessibility

Offerors shall:

- Provide a **detailed floorplan** to meet the minimum OSHA, NFPA, ADA, and Joint Commission requirements. *(In accordance with Section 4.9 Space Requirements of the Performance of Work Statement)*
- **describe** the availability of adequate parking at the facility; and
- **describe** handicap accessibility to the facility.

(3) **FACTOR 3 – Past Performance.** Past Performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform based on previous and current contract and/or task order efforts. The Government will evaluate the past performance data submitted for recency, relevancy, and confidence. Relevancy of past performance data will be determined by considering performance on contracts and/or task orders of a similar nature, size, scope, dynamic environment and complexity, utilizing a comparable number of personnel with like skills. Some past performance data may be considered more relevant to this RFP than other data. The offeror shall demonstrate satisfactory performance under contracts with similar requirements, similar being defined in terms of size and complexity of this solicitation.

(4) FACTOR 4 – Veteran Participation

(a) In accordance with VAAR 852.215-70 included herein, this factor will take into consideration an offeror's status as an SDVOSB, VOSB and/or its proposed use of eligible SDVOSB and/or VOSB as subcontractors. This factor will give credit in the following order of descending importance:

(i) Service-Disabled Veteran-Owned Small Business (SDVOSB) Provide SDVOSB status if applicable to the offer. The greater the equality of offers within the non-price factors and price, the more important this status becomes in selecting the best value to the Government. Preference will be given to Service Disabled Veteran Owned Business whose offer is equal to or exceeds all other offers in non-price and price factors and provides the best value to the Government. Furthermore, preference will be given to

the Service Disabled Veteran Owned Small Business whose offer is equal to or exceeds the proposals of any Veteran Owned Small Business and provides the best value to the Government.

(ii) **Veteran-Owned Small Business (VOSB)** The greater the equality of offers within the non-price factors and price, the more important this status becomes in selecting the best value to the Government. Preference will be given to the Veteran Owned Small Business whose offer is equal to or exceeds all other offers in non-price and price factors and provides the best value to the Government.

(iii) **Non-SDVOSB or Non-VOSB committing to subcontracting with either SDVOSB or VOSB** in the performance of the contract. In an effort to achieve socioeconomic small business goals, the VA will evaluate offerors based on their veteran-owned or service-disabled veteran-owned status, their proposed use of veteran-owned or service-disabled veteran-owned small businesses as subcontractors, and their past performance on adherence to subcontracting plan requirements.

(b) In order for SDVOSB or VOSB to receive credit under this factor, the offeror must be registered and verified in the Vendor Information Pages database at <https://www.VetBiz.gov> per VAAR 804.1102.

(c) To receive preferential consideration for the offeror's proposed use of verified VOSB or SDVOSB concerns in subcontracting effort, offerors must state in their proposals the names of the veteran-owned and service-disabled veteran-owned small businesses with whom they intend to subcontract and the approximate dollar values of the proposed subcontracts. To qualify, the subcontractor(s) must be registered and verified by The Center for Veterans Enterprise at www.vetbiz.gov.

(5) FACTOR 5 – Price

A price reasonableness assessment will be used to determine if the offered price is fair and reasonable.

E.10 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—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations 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 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 .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *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.

(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.

Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(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.

(1) *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 SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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 certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(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).

E 11 VAAR 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 12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

E 13 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—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations 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 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 .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(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 SAM 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 certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(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)

E 14. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)