

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 213	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C10G20R0014	
						6. SOLICITATION ISSUE DATE 05-11-2020	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Tamela Grandberry				b. TELEPHONE NO. (No Collect Calls) 202-875-9529	
						8. OFFER DUE DATE/LOCAL TIME 6-01-2020 1:00PM EST	
9. ISSUED BY U.S. Department of Veterans Affairs OPAL Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697				CODE 36C10G		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 524292 SIZE STANDARD: \$32.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Department of Veterans Affairs OPAL 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697				CODE 36C10G		16. ADMINISTERED BY U.S. Department of Veterans Affairs OPAL Strategic Acquisition Center 10300 Spotsylvania Ave STE 400 Fredericksburg VA 22408-2697	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-8917 (See section B.8 Invoices) PHONE: 1 (877) 489-6135 FAX:	
						CODE VAFSC	
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Title: Community Care Network Region Five (Alaska) See B.5 Price/Cost Schedule for details Questions Due NLT: May 15, 2020 1:00PM EST. (Use Reverse and/or Attach Additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Christopher Green Contracting Officer		31c. DATE SIGNED	

TABLE OF CONTENTS

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	9
B.1 CONTRACT ADMINISTRATION DATA.....	9
B.2 IT CONTRACT SECURITY.....	11
B.3 PERFORMANCE WORK STATEMENT	14
1.0 GENERAL INFORMATION	14
1.1 Introduction.....	14
1.2 Background	14
1.3 Scope of Services.....	15
2.0 PROJECT MANAGEMENT	15
2.1 Post Award Meeting	15
2.2 Kickoff Meeting	16
2.3 Project Management Plan (Project Plan)	16
2.3.1 Implementation Strategy	18
2.3.2 CCN Deployment Plan	19
2.4 Risk Management Plan.....	19
2.5 Operational Quality and Reporting Requirements	20
2.5.1 Quality Assurance Plan.....	20
2.5.2 Supplemental Project Management Reporting Requirements.....	20
2.6 CCN Communications Plan.....	22
2.7 Accreditation.....	22
2.8 Services Organization Control Reporting Generally	23
Service Organization Control Reporting Specifications and Deliverables SOC	
1 and SOC 2 Reporting Specifications and Deliverables	24
2.9 Transition.....	25
2.9.1 Transition Out.....	26
3.0 HIGH PERFORMING NETWORK.....	27
3.1 Network Access Standards.....	27
3.1.1 Network Access Waiver Requests	29
3.1.2 Waiver Request Instructions	30
3.1.3 Rationale for Not Contracting	30
3.1.4 Invalid Rationales.....	30
3.1.5 Valid Rationales	31
3.1.6 Expanded Flexibility for Rural/Highly Rural Areas.....	32
3.2 Provider Networks	32
3.2.1 CCN Healthcare Services Network	33

3.2.2 CCN Complementary and Integrative Healthcare Services Network	34
3.2.3 Telehealth	35
3.3 Out-of-Network Providers	36
3.4 Identification of High-Performing Providers	36
3.4.1 Institutional Providers	36
3.4.3 Individual Providers	37
3.5 CCN Region	37
3.6 Network Adequacy Management	37
3.7.1 Credentialing Requirements	39
4.0 CCN HEALTH BENEFIT PACKAGE	44
4.1 CCN Healthcare Services	44
4.2 CCN Complementary and Integrative Healthcare Services	46
4.3 Excluded CCN Healthcare Services	46
4.4 CCN Assisted Reproductive Technology Services	47
5.0 ELIGIBILITY	47
6.0 CUSTOMER SERVICE	48
6.1 Contractor VA Support Call Center Functions	48
6.2 CCN Provider Call Center Function	50
6.3 Reserved	51
6.4 Contractor Customer Service Technology	51
6.5 Veteran Complaints and Grievances and Customer Service Procedure	52
6.6 Congressional and VA Inquiries	52
6.7 CCN Provider Satisfaction Surveys	53
6.8 Call Center Operations and Customer Service Technology Performance Requirements and Metrics	53
7.0 REFERRALS	54
7.1 Notification of Emergent Healthcare	55
7.2 Referrals from VA to CCN Provider	56
7.3 Referrals Requested from a CCN Provider for VA Provided Care or Another CCN Provider	57
7.4 Reserved	58
7.5 Urgent Care	58
7.5.1 Eligibility	58
7.5.2 Covered Services	58
7.5.3 Claims Processing	60
7.5.4 Network	60
7.5.5 Copayments	61
7.5.6 Education	Error! Bookmark not defined.
8.0 SCHEDULING OF APPOINTMENTS	63

9.0	MEDICAL DOCUMENTATION	63
9.1	Medical Documentation Submission Process	63
9.2	Medical Documentation Data Elements	64
9.3	Medical Documentation Submission Timeframes	64
9.4	Medical Documentation Submission Format	64
9.5	Reserved	64
9.6	Critical Findings	64
9.7	Identification and Documentation of Transplant Candidates	65
9.8	Medical Documentation and Audit	65
10.0	TRAINING – CONTRACTOR PROCESSES, SYSTEMS, AND INTERFACES..	66
10.1	Training Plan	66
10.1.1	Training Program for Contractor CCN Providers, Contractor Personnel, and VA Staff Training Program	67
10.1.2	Contractor CCN Provider and Contractor Personnel Outreach and Education Program	67
10.1.2.1	Provider Only Training	68
10.1.3	Contractor-Provided VA Staff Training Sessions	69
10.2	Contractor Training Materials	69
10.3	VA Provided Training	70
10.4	Training Programs for Administration of CCN Healthcare as Required Under the MISSION Act, Section 122	70
10.5	Opioid Training Requirements Under the MISSION Act, Section 131	71
10.6	Military Culture and Key Issues in Providing Care to a Veteran Population Training	72
11.0	RESERVED	74
12.0	CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED	Error! Bookmark not defined.
12.1	Claims Processing System Functions	74
12.1.1	Claims Adjudication and Payment Rules	75
12.2	Paper Claims	77
12.3	Signature Requirements	79
12.3.1	Signature on File Procedure	79
12.3.2	Network Provider Signature on Claims	79
12.4	Claims Submission and Processing Timeframes	79
12.5	Issuance of EOB	80
12.6	Issuance of Remittance Advice	80
12.7	Coordination of Benefits	80
12.7.1	VA Designation of Primary or Secondary Payer of Healthcare Services	80
12.7.2	Other Health Insurance	82

12.8 Claims for Services Rendered to Veterans Assigned to Other CCN Region	83
12.9 Claims Auditing.....	83
12.10 Reserved	85
12.11 Reserved	85
12.12 Claims Reporting	85
12.13 Federal Codes and Regulations	86
12.14 Improper Payments Elimination and Recovery Improvement Act	86
12.14.1 Payment Accuracy	87
12.14.2 Accounting and Access to Records.....	87
12.14.3 Agreed-Upon-Procedures	88
12.14.4 Error Determination Rebuttals	89
12.14.5 Additional Reviews	90
12.14.6 Recoveries	90
12.14.7 Reduction of improper payment performance goals	90
13.0 VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS	91
13.1 Veteran Appeals	91
13.2 Practitioner and Provider Reconsiderations.....	91
14.0 CLINICAL QUALITY AND PATIENT SAFETY MONITORING	91
14.1 Clinical Quality Monitoring Plan (CQMP)	91
14.1.1 Reserved.....	933
14.1.2 Clinical Quality and Patient Safety Improvement Component of the CQMP	93
14.2 Clinical Quality and Patient Safety Issues Identification	94
15.0 PHARMACY	95
15.1 Urgent/Emergent Prescriptions	96
15.2 Urgent/Emergent Prescription Network Adequacy	99
15.2.1 Urgent/Emergent Prescription Performance Metrics	99
15.3 Routine/ Maintenance Prescriptions.....	100
15.4 Contingency Plan for Disaster.....	100
15.5 Urgent Care Prescriptions.....	101
15.6 Tribal Health Pharmacies Participating in CCN.....	101
16.0 DURABLE MEDICAL EQUIPMENT	101
16.1 Urgent/Emergent Prescriptions for DME and Medical Devices.....	101
16.2 Routine Prescriptions for DME and Medical Devices.....	102
16.3 Reserved	103
16.4 Oral Appliance Therapy (OAT) for Obstructive Sleep Apnea (OSA)	103
17.0 DENTAL	103
17.1 Dental Network Adequacy.....	104

17.2	Dental Network Provider Credentialing.....	104
17.3	Dental Network Compliance	104
17.4	Dental Care Referrals.....	104
17.5	Return of Dental Records	105
17.6	Dental Clinical Quality Management.....	105
18.0	TECHNOLOGY	105
18.1	Contractor Software Configuration Management Requirements.....	105
18.2	Continuity of Operations	105
18.3	Contractor System Access	107
18.4	VA System Integration Requirements.....	107
18.5	Veteran Demographic and Administrative Data	108
18.6	IT Customer Service	108
18.7	VA Community Care Provider Portal	108
18.8	Contractor Self Service Website	109
18.9	Contractor Reporting and Data Submission	110
18.10	Email Communication.....	110
18.11	Reserved	110
18.12	Submission of EDI Transactions.....	110
18.13	Submission of Medical Documentation.....	111
18.14	Submission of OHI.....	111
18.15	Provider Data Transfer	111
18.15.1	Contractor Provider Data.....	111
18.15.2	VA Provider Data.....	112
18.16	Section 508 – Electronic and Information Technology Standards	112
18.16.1	Equivalent Facilitation	113
18.16.2	Compatibility with Assistive Technology	113
18.16.3	Acceptance and Acceptance Testing	113
19.0	DATA ANALYTICS	114
19.1	Data Specification.....	114
19.2	Data Repository and Data Repository Relational Database Schema	114
19.3	Reserved	115
19.4	Data Transmissions.....	115
19.5	Data Integrity	115
B.4	SCHEDULE OF DELIVERABLES.....	117
B.5	PRICE/COST SCHEDULE	132
B.6	PERFORMANCE INCENTIVE PLAN.....	140
B.7	REFERRAL PROCEDURES	141
B.8	INVOICES.....	143
	SECTION C - CONTRACT CLAUSES	153

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2020)	153
C.2 52.216-18 ORDERING (OCT 1995).....	160
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995).....	160
C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)	161
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	161
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	161
C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	162
C.8 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	162
C.9 815.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019).....	163
C.10 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009).....	163
C.11 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009).....	163
C.12 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ	164
PROGRAM (DEC 2009)	164
C.13 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)	164
C.14 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)	165
C.15 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019))	166
C.16 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (OCT 2019)	167
C.17 MANDATORY WRITTEN DISCLOSURES	167
C.18 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM... ..	167
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	168
SECTION E - SOLICITATION PROVISIONS.....	Error! Bookmark not defined.
E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	Error! Bookmark not defined.
1.0 GENERAL INSTRUCTIONS.....	Error! Bookmark not defined.
2.0 COMMUNICATIONS	Error! Bookmark not defined.
3.0 QUESTIONS AND SUBMISSION	Error! Bookmark not defined.
4.0 VOLUME SUBMISSIONS.....	Error! Bookmark not defined.
4.1 VOLUME I – SF1449, AMENDMENTS & OTHER DOCUMENTS.....	Error! Bookmark not defined.
Bookmark not defined.	
4.2 VOLUME II- TECHNICAL	Error! Bookmark not defined.
4.3 VOLUME III – PAST PERFORMANCE	Error! Bookmark not defined.
4.4 VOLUME IV – PRICE	180
4.5 VOLUME V – VETERANS INVOLVEMENT ...	Error! Bookmark not defined.

4.6 VOLUME VI – SMALL BUSINESS SUBCONTRACTING PLAN	184
E.2 52.216-1 TYPE OF CONTRACT (APR 1984)	184
E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)	184
E.4 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	185
E.5 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)	185
E.6 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018).....	186
E.7 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)	186
E.8 ADDENDUM 52.212-2 EVALUATION FACTORS.....	Error! Bookmark not defined.
E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2020)	196

SECTION B - CONTINUATION OF SF 1449 BLOCKS

1 B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

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

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

U.S. Department of Veterans Affairs
Financial Services Center
PO BOX 149971
Austin TX 78714-8917
(see Section B.8 invoices)

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

AMENDMENT NO	DATE

A. TERM OF CONTRACT

Contractor shall take no action unless directed by the Contracting Officer. VA shall not be liable for any services performed or costs incurred by Contractor outside of these terms. The remarks, explanations, and answers provided by Government representatives, whether orally or in writing, shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a written amendment issued by the CO.

The contract base period will begin 21 days after contract award. The base period will be 12 months followed by seven 1-year option periods that may be exercised by VA. The Contractor shall not take any action unless directed by the Contracting Officer.

PERIOD OF PERFORMANCE

The Contracting Officer will revise the base period of performance based on the actual date of award. Base Period: October 12, 2020 - October 11, 2021.

Option Period 1: October 12, 2021 – October 11, 2022
Option Period 2: October 12, 2022 – October 11, 2023
Option Period 3: October 12, 2023 – October 11, 2024
Option Period 4: October 12, 2024 – October 11, 2025
Option Period 5: October 12, 2025 – October 11, 2026
Option Period 6: October 12, 2026 – October 11, 2027
Option Period 7: October 12, 2027 – October 11, 2028

B.2 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. INFORMATION CUSTODIAL LANGUAGE

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

3. INFORMATION SECURITY

The CCN Contractor shall be capable of sending and receiving this sensitive data to and from VA using NIST FIPS 140-2 validated encryption. The CCN Contractor must also attest that they are capable of protecting the Government Furnished Information in accordance with the HIPAA Security Rules. If an Electronic Healthcare Network Accreditation Commission (EHNAC) certification has been obtained, provide the assigned certification number. If a Federal Government Authority to Operate (ATO) has been obtained within the past three years, provide a copy of the ATO obtained, and the agency issuing the ATO). If the CCN Contractor has neither of these, the Contractor must provide a synopsis of their network security controls environment as part of their proposal. The Contractor must fully cooperate and assist in a government-sponsored security controls assessment; including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

Deliverables: (See B.4 SCHEDULE OF DELIVERABLES, for details).

A. Contractor Security Control Assessment (CSCA)

4. INFORMATION SECURITY INCIDENT / BREACH

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to sensitive data, or an action that breaches agreed upon security procedures as outlined in B.2. The Contractor shall immediately notify VA's COR and simultaneously, the designated VA ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive data related to this contract.
- b. To the extent known by the Contractor, the Contractor's notice to VA shall provide all relevant information surrounding the incident and identify the information involved within 10 business days of the event.
- c. The Contractor shall adhere to their applicable law whether HIPAA Breach Notifications Rule, 45 CFR §164.400-414 or and Federal Trade Commission FTC section 13407 of the HITECH Act.
- d. The Contractor shall submit a final Security Incident Investigation Report

5. DATA RIGHTS

1. The VA Data Repository Schema, the MVI Identity Management Data along with a copy of individually identifiable health information or personal health information of Veterans (hereinafter collectively known as "Government Furnished Information") will be provided to the Contractor in order for the Contractor to administer the services set forth in this contract. The CCN Contractor will own the copy it receives from VA of the individually identifiable health information or personal health information of Veterans.
2. Government Furnished Information modified, updated, revised or changed in any manner by the Contractor during performance of the contract is technical data as that term is used in FAR 52.227-14, Rights in Data—General (May 2014) and VA shall receive unlimited rights to all such data.
3. All data, and any and all data elements, first produced by the Contractor during performance of this contract that is contained in the Contractor's data reports, VA Data Repository, and in the Contractor's Interactive Dashboard shall be deemed technical data as that term is defined in FAR 52.227-14, Rights in Data—General (May 2014) and VA shall receive unlimited rights to all such data. With respect to Contractor's provider reimbursement rates, in the event the Contractor notifies VA in writing of the proprietary nature of the rates, VA agrees that it will not

disclose such rates outside the Federal Government in connection with a competitive acquisition for same or similar services to the CCN

4. During the period of performance of the contract, VA shall have unlimited access to both Government Furnished Information and any and all technical data produced by the Contractor.
5. At the conclusion of the contract, Contractor shall return to VA in a format acceptable to VA all data, including but not limited to the Government Furnished Information and technical data, entered into and processed by the Contractor in performance of this Contract in order that such data can be used, stored, and/or maintained by the Government. The parties agree that the technical data generated, stored, and processed by the Contractor pursuant to this Contract may contain both Sensitive Information and identifiable health information or personal health information of Veterans such that the disclosure thereof would violate the right of privacy or publicity of the individual to whom the information relates or the right of privacy and publicity of VA. Accordingly, the Contractor relinquishes its reservation of rights set forth in FAR 52.227-14 (b) (2) for all technical data delivered to the Contracting Officer at the conclusion of this contract.
6. The Contracting Officer will be the sole authorized official to release verbally or in writing, any VA Government Furnished Information, technical data or any other written or printed materials pertaining to the solicitation (resulting award) maintained and provided by Contractor pursuant to the requirements of the contract. The Contractor will not release any such information.

B.3 PERFORMANCE WORK STATEMENT

1.0 GENERAL INFORMATION

1.1 Introduction

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

1.2 Background

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

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

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

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

This contract will not be used to acquire services for inherently governmental functions as defined by Federal Acquisition Regulation (FAR) 7.503 or personal services as defined by FAR 37.104. The Contractor will not perform work reserved for performance by Federal employees, and the government will manage the Contractor consistent with its responsibility to perform all inherently governmental functions and maintain control of

its mission and operations in accordance with requirements of Office of Federal Procurement Policy Letter 11-01.

Network providers are not considered subcontractors for this acquisition, the network providers are still required to protect patient information and are required to be compliant with the Health Insurance Portability and Accountability Act of 1996.

1.3 Scope of Services

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

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

The Contractor shall:

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

VA will conduct Veteran satisfaction surveys and provide the results to the Contractor. VA does not expect the Contractor to survey Veterans. The Contractor shall deliver healthcare services by the use of tools and practices that drive efficiencies, cost savings, and a positive Veteran experience. The Contractor shall serve as a third-party administrator (TPA) with responsibility to perform the requirements herein.

2.0 PROJECT MANAGEMENT

2.1 Post Award Meeting

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

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

2.2 Kickoff Meeting

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

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

The Contractor shall present and be prepared to walk through in detail all the deliverables due at the Kickoff Meeting. Those deliverables that are due in draft form at kickoff (See B.4 Schedule of Deliverables, for details) shall be of sufficient detail to define the full approach such that the deliverables can be presented to and reviewed by VA Contractor Subject Matter Experts (SME) for them to provide real time feedback.

The plans submitted by the Contractor shall be incorporated into the contract upon VA approval.

The kickoff meeting may include breaking into multiple working groups of VA stakeholders for the various deliverables. The Contractor will coordinate the agenda and need for any working group sessions with the Contracting Officer's Representative (COR) ahead of time to ensure adequate SME participation to present, explain, and collect feedback on all the deliverables.

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

- A. Kickoff Meeting Presentation
- B. Meeting Minutes

2.3 Project Management Plan (Project Plan) The Contractor shall be responsible for project management and performance of the requirements of this contract. The Contractor shall create a Project Plan to be approved by VA to capture all elements of managing the CCN. The Project Plan shall be submitted in accordance with the Schedule of Deliverables. **The plan submitted by the Contractor shall be incorporated into the contract upon VA approval.**

As part of the Project Plan, the Contractor shall create an Integrated Master Schedule (IMS) that depicts the implementation and deployment of the CCN pursuant to the contract. For inclusion in the Project Plan, the Contractor shall:

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

Deliverable: (See Section B.4 Schedule of Deliverables, for details.)

- A. Project Management Plan

2.3.1 Implementation Strategy

The offeror shall meet HCD requirements no later than nine (9) months from contract award. VA will not accept a phased approach to HCD or HCD earlier than 90-days from contract award. The Contractor shall develop an Implementation Strategy to detail how the CCN will be implemented within CCN Region 5. The Implementation Strategy shall be submitted in accordance with the Schedule of Deliverables. **The Implementation Strategy submitted by the Contractor shall be incorporated into the contract upon VA approval.**

The Implementation Strategy and high-level IMS shall be submitted in accordance with the Request for Proposals (RFP). The Implementation Strategy shall outline the strategy for management of the following:

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

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

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

At the kickoff meeting, the Contractor shall also provide a listing of its transition team members and team lead. This transition team shall be responsible for coordinating with VA and the incumbent Contractor(s) to identify the documentation, access to personnel (both VA and incumbent Contractor), and system access necessary to begin the process of reaching operating capability for full HCD. The Contractor shall provide a Twice Monthly Status Report on all activities related to implementation in accordance with the Schedule of Deliverables: (See B.4 Schedule of Deliverables, for details.)

A. Twice Monthly Status Reports (during implementation period)

B. Implementation Strategy

2.3.2 CCN Deployment Plan

The Contractor shall develop a deployment strategy that achieves HCD in Region 5 no later than nine (9) months from contract award. Full healthcare shall be implemented in its entirety at HCD, VA will not accept a phased approach to HCD. HCD cannot start before 90-days from contract award. Successful deployment of Region 5 shall ensure site operational readiness, provider network adequacy, completed training, and management of risks and mitigation strategies. **The plan submitted by the Contractor shall be incorporated into the contract upon VA approval.**

The Contractor shall develop a CCN Deployment Plan describing the strategy and procedures associated with deploying the CCN in Region 5 identified in Attachment A, "VA Medical Center Catchment Area by CCN Region". The CCN Deployment Plan shall be submitted in accordance with the Schedule of Deliverables. The CCN Deployment Plan shall contain details on the Contractor's method to:

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. CCN Deployment Plan

2.4 Risk Management Plan

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

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

The Project Risk Register shall be submitted in accordance with the Schedule of Deliverables.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

2.5 Operational Quality and Reporting Requirements

2.5.1 Quality Assurance Plan

The Contractor shall establish and maintain a Quality Assurance Plan (QAP). The QAP shall be submitted in accordance with the Schedule of Deliverables.

The Contractor's QAP shall demonstrate how the Contractor's performance will adhere to the Quality Assurance Surveillance Plan (QASP) (see Attachment B-T, "Quality Assurance Surveillance Plan (QASP) and Incentives/Disincentives Plan" and Attachment B-A, "QASP Performance Requirement Summary"). The Contractor shall meet performance targets established by the QASP. To provide for changing quality assurance and quality performance conditions, the Contractor may request changes to the components of QASP measurement and reporting. VA will utilize the QASP to monitor the quality of the Contractor's performance. The oversight provided for in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. The QASP will be finalized upon award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by VA as necessary. The Contractor shall address all QASP performance metrics and whether the performance threshold missed, met and/or exceeded for each standard in a section entitled: "QASP Summary Report" within its Monthly Progress Report (MPR) (see Section 2.4.2, "Supplemental Project Management Reporting Requirements").

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Quality Assurance Plan

2.5.2 Supplemental Project Management Reporting Requirements

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

1. Task Summary – This section includes a high-level summary narrative of the work that is being performed at all levels within the Project Plan.
2. QASP Summary Report – This section shall document the Contractor's performance against the performance metrics identified in the QASP during the reporting period.

3. High Level Schedule Summary – This section reports high-level summary of schedule elements that correspond with the reporting period.
4. Actual Activities for the Preceding Quarter – This section describes the activities performed in the preceding quarter.
5. Planned Activities for the Next Quarter – This section describes the activities planned for the following quarter.
6. High Level Risks and Issues Summary – This section includes the Risk Register, risk scores, probability, impact, and responses.
7. Corrective Actions and Improvements – This section lists the corrective actions and improvements that were executed during the reporting period.

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

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

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

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

Deliverables. The MPRs shall identify the sources from which the data are pulled and include notifications when updates to technical documents are made.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

2.6 CCN Communications Plan

The Contractor shall develop a CCN Communications Plan to document the Contractor's approach to communicating with Community Care stakeholders as approved by VA and ensure coordination with VA OCC, Veterans Integrated Service Network (VISN) leadership and the VA facility in Alaska. The plan shall be delivered to VA in accordance with the Schedule of Deliverables.

The Contractor shall follow the CCN governance structure (to be provided at award) for all communications to ensure consistency with CCN goals and processes. The Contractor shall coordinate communications with the hierarchy of VA OCC Program Office, the VISN Director then the VAMC Director.

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. CCN Communications Plan

2.7 Accreditation

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

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

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

To encourage THP participation and pursuant to 25 U.S.C. 1647a, THPs participating in CCN shall satisfy only those generally applicable State or other requirements for participation as a provider of healthcare services, provided THP, and its providers, may not be subject to licensure by the State of Alaska as provided for in 25 U.S.C. 1621d(a)(1)(A), 162 It, and 1647a(2) or other applicable State or Federal law. THP satisfies the Centers for Medicare and Medicaid Services ("CMS") conditions of participation/conditions of coverage. THP providing inpatient services shall be accredited by The Joint Commission or another equivalent accrediting body.

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Documentation of Accreditation

2.8 Services Organization Control Reporting Generally

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

audits. In addition, the Contractor shall provide a written copy of the SOC 1 Type 2 report, completed in accordance with SSAE 18, for any subservice organization (the "Subcontractor Report"). The Prime Reports and Subcontractor Reports shall address the specific services provided by the Contractor to VA under this contract. The current guidance for SSAE 18 was issued in April 2016. Reference:

[https://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/SSAE No 18.pdf](https://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/SSAE_No_18.pdf). This guidance may be updated during the performance of the contract. The Contractor shall comply with updates to SSAE 18 and provide new reports as required by any changes to the updated SSAE guidance.

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

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

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

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

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

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

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

2.9 Transition

2.9.1 Transition Out

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

Transition activities shall include the following:

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

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

The Transition Out Plan and Update shall be delivered to VA in accordance with the Schedule of Deliverables. The Transition Out Plan and Update submitted by the Contractor shall be incorporated into the contract upon VA approval.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

3.0 HIGH PERFORMING NETWORK

3.1 Network Access Standards

The Contractor shall provide a CCN. The CCN shall always consist of a comprehensive network of qualified healthcare providers and practitioners to provide services set forth in Section 4.0, "CCN Health Benefit Package." Additional requirements for the Pharmacy component of the CCN are contained in Section 15.0, "Pharmacy." Additional requirements for the DME component of the CCN are contained in Section 16.0, "Durable Medical Equipment, Medical Devices, Orthotic and Prosthetic Items." Additional requirements for the Dental component of the CCN are contained in Section 17.0, "Dental." The Contractor shall maintain a network of providers and practitioners that will extend across the entirety of CCN Region 5 and shall always be sufficient (as required in attachment B-A) in size (numbers of providers to provide healthcare to Veterans in VA), scope (the types of providers, practitioners and facilities), and capacity (number of available appointments) to ensure that all services will be accessible within the network adequacy standards outlined in this Offeror must review in its entirety to include the attachments which provides information on the number of enrolled Veterans and the types of services necessary section, based on drive times and appointment availability.

CCN network access standards for drive time will be measured based on the drive time between the Veteran's official residence (as determined in the eligibility and enrollment system) and the rendering provider's physical address (based on claims information). Drive time will be measured for the first appointment within the approved referral using Bing Maps. VA recognizes that in AK not all Veterans drive to their appointments but use alternate means of transportation. For CCN purposes in AK, Drive Time refers to the total commute time of a Veteran to their appointment, regardless of the means of transportation. Veterans who are travel eligible will contact the VA's Beneficiary Travel office to arrange any necessary travel benefits. Veteran travel is not covered under the CCN contract.

CCN network adequacy standards for appointment availability will be measured based on the amount of time, calculated in calendar days between the date the referral is generated by VA and the initial date of service captured on the first claim received. Instances where a veteran chooses an appointment outside the appointment timeliness standard will be excluded from measurement.

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

The Contractor shall:

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

The size, scope, and capacity of the CCN shall always ensure timely access to care and shall be set up in accordance with the minimum standards found in Tables 1 and 2, except that minimum standards for: (i) pharmacy providers are set forth in Section 15.2, “14-Day Fill Prescription Network Adequacy”:

PWS Table 1. Maximum Drive¹ Times

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

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

PWS Table 2. Maximum Wait Times

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

Attachment AR, “SEOCs vs Health Benefits Package Categories”, has been provided for Contractor reference. Services from the following providers are excluded and don’t require a waiver request from Drive Time standards: telehealth; non-urgent neurosurgery and cardiothoracic surgery; rheumatology; and dermatology. Contractor shall ensure availability of these services within Region 5, despite being excluded from Drive Time Standards. The Contractor shall provide information on drive time availability of these excluded services.

The following historical demand information is provided for Contractor reference:

¹ Commute/Drive Time is defined in Attachment 1, Terms and Definitions

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

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

Deliverable: RESERVED

3.1.1 Network Access Waiver Requests

VA will consider requests for Waivers to the network access standards under specific and limited circumstances for CCN medical services to include urgent care, CIHS, pharmacy and dental. Each Waiver Request must be supported by information and documentation as specified in the Attachment AS, "Waiver Request Template." Any Waivers shall be requested in writing in the form of a Waiver Request by the Contractor and submitted to the COR. The CCN waiver process closely follow CMS's Medicare Advantage Exception Requests for Network Adequacy Criteria (see Page 20 of Medicare Advantage and Section 1876 Cost Plan Network Adequacy Guidance - <https://www.cms.gov/files/document/medicare-advantage-and-section-1876-cost-plan-network-adequacy-guidance-pdf.pdf>).

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

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

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

The Contractor must include conclusive evidence in its Waiver Request that the CCN network access standards cannot be met because of scarcity or changes to the availability of providers/facilities, resulting in insufficient supply. The Contractor must then demonstrate that its CCN still meets all other overall Access Standards (for all specialties) in accordance with the QASP for Veterans in the borough. Initial waivers are due at contract award in accordance with Section B.4, Schedule of Deliverables.

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details)

A. Waiver Request

3.1.2 Waiver Request Instructions

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

3.1.3 Rationale for Not Contracting

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

3.1.4 Invalid Rationales

VA defines "inability to contract" as the Contractor's inability to successfully negotiate and establish a contract with a provider/facility. In general, VA does not consider "inability to contract" as a valid sole rationale for a Waiver to the CCN Access Standards. VA will generally not accept the Contractor's assertion that it cannot meet current CCN Access Standards solely because providers/facilities are not willing to contract with it.

Generally, if the Contractor cannot come to a financial contracting agreement with a provider/facility, then this is not a valid reason for a Waiver Request. For example, the Contractor selects “Inability to contract with provider” as a “Reason for Not Contracting” on the Waiver Request. The Contractor then states that the provider was not willing to accept the Contractor’s proposed payment rates, and therefore refused to contract with the Contractor. VA would consider the Contractor’s inability to contract rationale to be invalid.

VA expects the Contractor to only submit a Waiver Request when the current CCN Access Standards cannot be met based on provider/facility supply. The Contractor may not submit a “placeholder” Waiver Request that indicates the Contractor is in the process of contracting with providers/facilities. VA will only consider providers/facilities that have been credentialed and contracted, and VA will not accept claims of interim contracting efforts on a Waiver Request. For example, the Contractor selects “In the process of negotiating a contract with provider” as a “Reason for Not Contracting” on the Waiver Request. The Contractor then states that contracting negotiations are still underway with a provider, and the provider will be in-network as soon as the contract is signed and executed. VA would consider the rationale to be invalid because the Contractor does not currently have an established, effective contract with that provider.

VA may validate any statements made on the Waiver Request.

3.1.5 Valid Rationales

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

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

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

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

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

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

3.1.6 Expanded Flexibility for Rural/Highly Rural Areas

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Non-Network Provider Outreach Report

3.2 Provider Networks

The Contractor shall be responsible for identifying, contacting, negotiating, and contracting with hospitals, physicians, and other healthcare professionals and practitioners within CCN Region 5 (see Section 3.5, "CCN Region"). The Contractor may use the prior fiscal year (FY) utilization data available to determine which providers

and practitioners should be considered for CCN contracting. VA will provide additional Fiscal Year 2019 (FY19) utilization data after contract award. VA has attached FY15, FY16, FY17, and FY18 Summary Demand Data (see Attachment E, “Summary Demand Data”) and FY18 Active Veteran counts by CCN Region (see Attachment F, “Projected Active Veterans”). Utilization data provided pursuant to this paragraph are not a guarantee of volume of purchases under this contract.

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

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

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

The Contractor will educate the CCN providers that Urgent Care claims shall follow the claims procedures established for emergent claims in Section 7.5.3.

The Contractor shall meet the following minimum network adequacy standards for urgent care.

- 90% of enrolled Veterans are within 30 minutes of an Urgent Care clinic with CMS
- POS codes 17, 20, 22, 81 or an approved POS 11 Urgent Care location in Region 5.

**Note: Urgent care services performed outside of POS 17, 20, 22 and 81 (such as POS 11) may be included in the Urgent Care Access and Network Adequacy Standards if approval was obtained. Urgent care services can still be rendered at POS 11 location even if provider is not part of the provided list of Providers.*

3.2.1 CCN Healthcare Services Network

The Contractor shall ensure CCN always be composed of a comprehensive network of licensed and credentialed healthcare providers, unless licensure or accreditation is not

applicable to such providers, to deliver the services identified in Section 4.1, “CCN Healthcare Services,” and to meet the network adequacy standards in Section 3.1, “Network Establishment and Maintenance.” The Contractor shall make every reasonable attempt to include Academic Teaching Facilities, and Federally Qualified Healthcare Centers (FQHCs) as part of the CCN Healthcare Services. The Contractor shall annotate Academic Affiliates, and FQHCs on their provider listing.

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

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

- Attachment AP - Alaska THP Facilities List

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

3.2.2 CCN Complementary and Integrative Healthcare Services Network

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

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

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

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

3.2.3 Telehealth

The Contractor shall provide telehealth services and consultations at a minimum for Neuropsychology and Rheumatology. The telehealth solution shall be compliant with HIPAA (Health Insurance Portability and Accountability Act) and will only share Veteran information with selected member physicians. The telehealth providers shall be licensed in the State of Alaska and provide treatment, diagnose symptoms, and electronically send prescriptions. The THPs and its providers are not subject to telehealth licensure requirements of the State of Alaska as provided for in 25 U.S.C. §§ 1621d(a)(1)(A), 1621t, and 1647a(2) or other applicable State or Federal law. The telehealth solution shall comply with all federal and AK State laws and regulations. The telehealth services and consultations shall be able to leverage and to operate within the unique internet connectivity, broadband access, and geographic challenges of AK.

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

The Telehealth Solution Plan submitted by the Contractor shall be incorporated into the contract upon VA approval.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

A. Telehealth Solution Plan

3.3 Out-of-Network Providers

The Contractor shall include in its provider remittance advice, “out of network providers shall not balance bill Veterans”. The Contractor shall reimburse out of network providers for services provided under a CCN approved referral. The scope of care shall have been approved in the SEOC of the CCN Approved Referral. The Contractor shall invoice the VA the lesser of the amount billed by the out of network provider or the rate identified in CLIN XY06 regardless of the amount paid by the contractor to the out of network provider. All care provided to a Veteran must be included on an CCN Approved Referral (SEOC). The care rendered to Veterans referred for care by an In Network Provider without a CCN Approved Referral will be the sole financial responsibility of the Contractor. The Contractor shall make every attempt to enroll out of network providers into the CCN network where appropriate.

3.4 Identification of High-Performing Providers

The Contractor shall develop the CCN Healthcare Services Network Quality and Performance Criteria during implementation, upon VA approval. Attachment G, “CCN Healthcare Services Network Quality and Performance Criteria Template” references quality and performance metrics VA has prioritized; however, the thresholds and additional metrics will be determined during implementation based on the Contractor’s industry best practice and through further metric analysis by VA.

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

3.4.1 Institutional Providers

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

3.4.2 Group Practice Providers

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

3.4.3 Individual Providers

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

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

3.5 CCN Region

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

PWS Table 3. VA CCN Region

CCN Region 5
Alaska

3.6 Network Adequacy Management

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

Network Adequacy shall be monitored and assessed at local levels for each category of (Note for Region 5, there are currently 69 categories of care divided into 4 overarching categories which are Healthcare with 65 categories, CIHS with 2 categories, Dental as one category and Pharmacy as one category). Aggregated together, local Network Adequacy shall support the overall CCN Region 5 Access Standards defined in PWS

Section 3.1 except in those instances where VA has specifically granted an approved waiver. The Contractor shall monitor CCN performance for the initial appointment in an Episode of Care against the network adequacy standards set forth in PWS Section 3.6, "Network Adequacy Management". The Contractor shall provide Network Adequacy Performance Reports in accordance with the Schedule of Deliverables.

The Contractor shall record performance, including any performance deficiencies, and submit the performance record as part of a Network Adequacy Performance Report to VA utilizing DAS (see Attachment U, "Data Specification" (Tab 1-Network Adequacy Geo Access 2018), see section 18.4).

Network adequacy performance is measured independently for Urban, Rural, and Highly Rural Locations. The Network Adequacy Performance Reports shall include the following elements for the CCN Healthcare Services Network, CCN CIHS Network, dental, and pharmacy: (i) average Drive Time, calculated per claim received and calculated using a geo-mapping utility approved by VA based on the distance between Veteran address and the rendering provider's physical address which factor in allocations for traffic conditions; (ii) average Appointment Availability to evaluate wait times, calculated using the date the referral is sent to CCN provider from VA and actual appointment date on the first claim associated with that referral; (iii) any further analysis that takes into consideration any rescheduled, cancelled, or missed appointments and/or Veteran or CCN provider complaint data received regarding Drive Time or Appointment Availability standards; (iv) any gaps in network adequacy for average Drive Time and Appointment Availability, categorized by healthcare service category and geographic location to include an Urban, Rural, or Highly Rural Location indicator; (v) documentation of rescheduled, cancelled, or missed appointments; and (vi) percentage of available Urgent Care clinics, POS codes 17 and 20 (and any POS code 11 locations submitted as Urgent Care locations), within Region 5.

The Contractor shall develop and submit to VA a Network Adequacy CAP for Contractor resolution of any performance deficiencies identified by the Contractor or VA in accordance with the Schedule of Deliverables.

The Contractor's Network Adequacy CAPs shall include the reason(s) for the performance deficiency and timeline for the Contractor to correct the deficiency. The Contractor's Network Adequacy CAP is to be submitted using DAS, and in accordance with the Schedule of Deliverables.

The Contractor shall conduct monthly face-to-face network adequacy meetings with VA stakeholders at the discretion of Veterans Integrated Service Network (VISN) leadership, with at least one meeting a quarter consistent with the PMR being face-to-face (at a location to be determined by VA). These meetings will focus on the evaluation of network performance, anticipated changes in network demand, and to review the deliverables listed in Section 3.6, "Network Adequacy Management." Working with the OCC Program Office, VISN Director and VAMC Director, the Contractor shall prioritize

VA capacity needs to meet network adequacy requirements. VA maintains the ability to request ad hoc meetings to discuss identified issues. Any such ad hoc meetings shall be unlimited until full HCD is reached; then limited to no more than two (2) times per month for each additional option period. VA may approve an alternate schedule of meetings once full HCD is achieved.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

3.7 Credentialing

3.7.1 Credentialing Requirements

The Contractor shall confirm that CCN Healthcare Services Network medical and dental providers and facilities (medical, dental; not to include pharmacy and DME, Facility Based Practitioners, Urgent Care Centers, Sleep Centers, free-standing radiology, Convenience Care Clinics (aka Walk-in Centers), Birthing Centers and facility based physicians) are credentialed and/or accredited in accordance with the requirements set forth by the nationally recognized accrediting organization for the Contractor's credentialing program unless the accrediting organization's standards are not applicable to such services, facilities and providers.

The Contractor shall confirm that all services, facilities, and providers are in compliance with all applicable Federal and State regulatory requirements. Any provider on the U.S. Department of Health and Human Services (HHS) Office of Inspector General (OIG) exclusionary list shall be prohibited from network participation. See:

<http://oig.hhs.gov/exclusions/index.asp> for further details.

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

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

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

which point the Contractor shall have completed its independent credentialing. VA does not accept provider credentials if their license expires, they are identified on the List of Excluded Individuals and Entities (LEIE), or if they are on VA provided list for excluded providers. It is at the Contractor's discretion to determine whether an interim credentialing enables it to remain in compliance with its network credentialing requirements. The Contractor shall ensure that its network complies with the network credentialing requirements at all times.

The THPs have established accreditation and credentialing standards established by the Indian Health Service (IHS) which are acceptable within the scope of this contract for CCN participation and Veteran care. The Contractor is encouraged to include providers employed by THPs.

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

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

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

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

Contractor shall note the omission and submit proposed alternative qualification standards to ensure a like standard of quality to the Contracting Officer and COR.

The Contractor shall ensure that all inpatient facilities maintain proper accreditation and/or credentialing by the Joint Commission (JC) and Accreditation Association for Hospitals/Health Systems (AAHHS) when applicable or another equivalent accrediting body (if an equivalent accrediting body is offered, VA will make the final determination if the equivalent accreditation is acceptable). The Contractor shall ensure that rehabilitation facilities maintain accreditation with Commission on Accreditation of Rehabilitation Facilities (CARF), at a minimum. Rehabilitation facilities who maintain a Joint Commission accreditation are not required to maintain a CARF accreditation as well. The Contractor may utilize Medicare certification or additional accrediting and/or certifying bodies (including, but not limited to Table 4 and Table 5 to meet alternative qualification standards other than those outlined in the contract. The Contractor shall identify when/if an alternative accrediting and/or certified body was used to meet the necessary qualification standards. The Contractor may utilize providers that do not meet the specified credentialing and/or certifying body requirements but are pre-approved and vetted by the VA as qualified providers via an approved VA list (e.g. radiation oncology).

Table 4: Examples of Additional Facility Accreditation

Facility	Most Common Accrediting Bodies
Hospitals	AAAHC, DNV NIAHO, CIHQ
Skilled Nursing Facility, Nursing Home	CARF, CHAPS, JC
Home Health Care	CHAPS, JC, ACHC
Surgi-Care Centers	AAAASF, HFAP, AAAHC, IMQ, JC
Hospice	ACHC
Clinical laboratories	AABB, A2LA, ASHI, CAP, CLIA Certification**COLA, JC
Rehabilitative Services	CARF, JC
Outpatient physical therapy providers	*
End-stage renal disease services providers	JC
Outpatient diabetes self-management training providers	*
Portable x-ray suppliers	ACR

*Individual providers may be credentialed rather than the facility.

****Evidence of acceptable accreditation or evidence of CLIA certification is required for all free-standing commercial labs.**

Table 5. Additional Accreditation Entities

AABB	American Association of Blood Banks/Immigration DNA Diagnosis Center
A2LA	American Association for Laboratory Accreditation
AAAASF	American Association for Accreditation of Ambulatory Surgery Facilities
AAAH	Accreditation Association for Ambulatory Health Care
ACHC	Accreditation Commission for Health Care, Inc.
ACR	American College of Radiology
AOA	American Osteopathic Association
ASHI	American Society for Histocompatibility and Immunogenetics
CAP	College of American Pathologists
CARF	Commission on Accreditation of Rehabilitation Facilities
CHAPS	Community Health Accreditation Program
CIHQ	Center for Improvement in Healthcare Quality
COLA	Commission on Office Laboratory Accreditation
DNV NIAHO	Det Norske Veritas National Integrated Accreditation for Healthcare organizations
HFAP	Healthcare Facilities Accreditation Program
IMQ	Institute for Medical Quality
JC	Joint Commission

Organizations Not Accredited:

If the organization is not accredited by an agency recognized by the Credentialing Entity, a site visit of the organization prior to contracting is required by the Credentialing Entity. Results must be found to be satisfactory as defined by the Credentialing Entity.

In lieu of site visit by the Credentialing Entity, a CMS or State quality review must be used if it is not more than three years old. The Credentialing Entity by virtue of approval of this Credentialing Plan has certified that CMS requirements for facilities fully meet the Credentialing Entities facility site requirements. The Credentialing Entity must obtain a copy of the CMS or State Agency's report from the Facility.

Pursuant to 25 U.S.C. § 1647a, Indian health program facilities shall satisfy only those generally applicable State or other requirements for participation as a provider of healthcare services. The THPs and its providers may not be subject to licensure by the State of Alaska as provided for in 25 U.S.C. §§ 1621d(a)(1)(A), 1621t, and 1647a(2) or other applicable State or Federal law. THPs Inpatient facilities shall be accredited by The Joint Commission or another equivalent accrediting body. Certified Community Health Aides shall be certified by the IHS to provide medical care, behavioral health services, and/or dental care pursuant to the Standards and Procedures adopted by Community Health Aide Program Certification Board, which was established by the IHS pursuant to 25 U.S.C. 16161.

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

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

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

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

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

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

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

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

A. Documentation of Accreditation/Annual Attestation

4.0 CCN HEALTH BENEFIT PACKAGE

4.1 CCN Healthcare Services

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

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

PWS Table 3. CCN Healthcare Services

Health Benefit	Coverage
Basic Medical Benefits Package, includes: <ul style="list-style-type: none"> • Comprehensive Rehabilitative Services • Hospital Services • Ancillary Services • Behavioral/Mental Health (to include professional counseling) • Residential Care • Home Healthcare (Skilled and Unskilled) • Hospice/Palliative Care/Respite • Geriatrics (Noninstitutionalized extended care services, including but not limited to non-institutional geriatric evaluation, non-institutional adult day healthcare, and non-institutional respite care) • Outpatient Diagnostic and Treatment Services (including laboratory services) • Inpatient Diagnostic and Treatment Services • Long Term Acute Care • Acupuncture • Maternity and Women's Health • Telehealth • Chronic and Acute Dialysis Treatment • Infertility, Work-up, Counseling, and Treatment • Flu Shots • Therapeutic Vaccines 	All Eligible Veterans
Skilled Nursing Facility Care	Limitation of rehab services not to exceed 100 days per calendar year

Pharmacy	All Eligible Veterans; Contractor shall provide pharmacy services only for urgent and emergent prescriptions
Dental	Requires special eligibility (see Section 17.1, "Dental Network Adequacy ")
Emergent Care	Under certain conditions pursuant to 38 C.F.R. §17.4020
DME, Medical Devices, Orthotic, and Prosthetic Items	Contractor shall provide DME, Medical Devices, Orthotic, and Prosthetic Items for only urgent and emergent prescriptions for Eligible Veterans or otherwise specified in Section 16.0
Reconstructive Surgery	Under certain conditions pursuant to 38 C.F.R. § 17.38
Immunizations	Under certain conditions pursuant to 38 C.F.R. § 17.38
Implants	When provided as part of an authorized surgical or medical procedure
Assisted Reproductive Technology, including In Vitro Fertilization (IVF)	Under certain conditions pursuant to AP 94 final regulation rule.
Urgent Care	Under certain conditions pursuant to C.F.R. 1725A(h)

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

4.1.1 CCN Healthcare Service Exceptions

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

1. Beneficiary travel
2. Medical and rehabilitative evaluation for artificial limbs and specialized devices such as adaptive sports and recreational equipment
3. Nursing home care including state Veterans' Home per diem
4. Home deliveries, services by Doulas and non-approved maternity care services to include, deliveries by direct-entry midwives, also known as lay midwives or Certified Professional Midwives,
5. Maternity services that are experimental and not consistent with the standard of care (excluded from the medical benefits package regulation at 38 CFR § 17.38(b);(c)(3)
6. Ambulance services (ambulance services shall be referred directly to VA for payment consideration)

7. Yoga and services included on CIH Directive List 2 (Healing Touch, Acupressure, Alexander Technique, Reflexology, Reiki, Therapeutic Touch, Emotional Freedom Technique, Animal Assisted Therapy (falls under Recreation Therapy), Aroma Therapy, Biofield Therapies, Rolfing, Somatic Experiencing, and Zero Balancing)
8. Eyeglasses

4.2 CCN Complementary and Integrative Healthcare Services

The Contractor shall provide the following CCN CIHS and require all practitioners to submit claims using the appropriate Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code. If a CPT or HCPCS code is unavailable, the CCN CIHS Network practitioner shall use VA National Clinic List Codes identified in PWS Table 4 as CPT codes or HCPCS codes.

PWS Table 4. VA National Clinic List Codes

VA National Clinic List	Name	CPT Code	Coverage
BIOF	Biofeedback	90901 90875 90876 90911	Under certain conditions pursuant to 38 C.F.R. § 17.38
HYPN	Hypnotherapy	90880	
MSGT	Massage Therapy	97124	
NAHL	Native American Healing	98960: self mgmt education (1 pt) 98961: self mgmt education (2-4 pt) 98962: self mgmt education (5-8 pt) S9454: stress management class non-physician	
RLXT	Relaxation Techniques (e.g., meditation, guided imagery)	98960: self mgmt education (1 pt) 98961: self mgmt education (2-4 pt) 98962: self mgmt education (5-8 pt) S9454: stress management class non-physician)	
TAIC	Tai Chi	97150: group Therapeutic activities S9451: exercise classes non-physician S9454: stress management classes non-physician	

4.3 Excluded CCN Healthcare Services

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

1. Elective abortion, therapeutic abortion, abortion counseling without exception (including selective reduction procedures)) (excluded under the medical benefits package regulation at 38 C.F.R. § 17.38(c)(1))
2. Drugs, biologicals, and MD not approved by the Food and Drug Administration (FDA) unless used under approved clinical research trials
3. Gender alteration surgeries; however, medically indicated diagnostic testing or treatments related to gender alterations are covered benefits
4. Hospital and outpatient care for a Veteran who is either a patient or inmate in an institution of another government agency if that agency has a duty to give the care or services
5. Membership in spas or health clubs
6. Out-of-network services

4.4 CCN Assisted Reproductive Technology Services

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

1. Stimulation of ovulation
2. Monitoring of ovulation stimulation
3. Oocyte retrieval laboratory studies
4. Embryo assessment and transfer
5. Luteal phase support

PWS Table 5. Reserved

PWS Table 6. Reserved

5.0 ELIGIBILITY

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

5.1 Collateral of Veteran Identification

A Veteran enrolled in the patient enrollment system of VA, established and operated under 38 U.S.C. §1705, and the Collateral of Veteran (in conjunction with the Veteran's treatment), may receive services under this contract. The collateral of Veteran is defined according to the services provided:

- 1 For ART-IVF services (see Section 4.4), the collateral spouse is a legally married, opposite sex spouse of the eligible Veteran;
- 2 For maternity and newborn care, the collateral of Veteran is a legal child of the eligible female Veteran who has not exceeded date of birth plus seven consecutive calendar days;

- 3 For solid organ or bone marrow transplant, the collateral of an eligible Veteran is a clinically-approved, potential organ or bone marrow donor available to provide transplant services to the eligible Veteran.
- 4 For family services in mental health, the collateral of Veteran is a member of the Veteran's immediate family; the legal guardian of a Veteran; a family caregiver of an eligible Veteran; or an individual who certifies an intention to live in the Veteran's household. The collateral is seen by a professional for reasons relating to the Veteran's clinical care.

The eligibility of the collateral of Veteran will be established by VA. The eligible collateral of Veteran will be identified using a Collateral Eligibility File. VA will transmit the Collateral Eligibility file using secure email transfer capable of large data files to the Contractor. The Contractor shall manually authenticate the Collateral of Veteran when VA approved referrals are received via the VA's Community Care Provider Portal. The Contractor shall review the Collateral Eligibility File and provide comment and return to VA if the collateral of Veteran eligibility cannot be verifiably established, or the Contractor will accept eligibility of the collateral of Veteran.

If the collateral of Veteran receives care based on the eligibility of the Veteran, the collateral of Veteran identification process will be followed, even if the collateral of Veteran receiving care is a Veteran.

6.0 CUSTOMER SERVICE

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

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

6.1 Contractor VA Support Call Center Functions

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

The Contractor VA Support Call Center shall include, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging. The call center shall operate from 7AM to 6PM, Monday through Friday, excluding Federal holidays, in all the local time zones within Region 5.

In addition to the functionality above, the Contractor shall operate an Urgent Care Call Center capability from 6PM to 12AM, Monday through Friday, excluding Federal Holidays in all local time zones within Region 5. The Urgent Care call center will receive calls from the VA Experience office staff or directly from Veterans transferred from the VA IVR system after 6PM. The Contractor shall be responsible for answering questions such as anything specific about Urgent Care Benefits, copays, and pharmacy prescriptions associated with Urgent Care. The Contractor shall develop an Urgent Care website splash page that Veterans can access from the VA.gov website containing information to include Urgent Care Benefits, finding a Network Urgent Care Location, and filling an Urgent Care Prescription.

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

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

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

6.2 CCN Provider Call Center Function

The Contractor shall establish and maintain a CCN Provider Call Center that includes, at a minimum, toll-free telephone lines and access to customer service via Electronic Messaging, and operates from 7AM to 6PM Monday through Friday, excluding Federal holidays, in the local time zones for all of Region 5, to respond to online and telephonic inquiries from CCN providers related to the following categories:

1. Claims Status
2. Claims Issues
3. Pharmacy
4. DME, Medical Devices, and Orthotic and Prosthetic Items
5. Provider Enrollment
6. Complaints
7. Benefits Issues
8. Urgent Care Benefit issues from 6PM to 12AM

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

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

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

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

6.3 Reserved

6.4 Contractor Customer Service Technology

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

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

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

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

6.5 Veteran Complaints and Grievances and Customer Service Procedure

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. CCN Veteran Complaints and Grievances Process

6.6 Congressional and VA Inquiries

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Response to Congressional or VA Inquiry

6.7 CCN Provider Satisfaction Surveys

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

B. CCN Provider Satisfaction Survey Results

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

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

PWS Table 7. Customer Service Capabilities

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

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

1. Blockage Rates
2. Call Abandonment Rates

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

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

7.0 REFERRALS

All services require an Approved Referral from VA. There are very limited exceptions in which an Approved Referral is issued retroactively as outlined below. For any care provided under this contract, Contractor shall not invoice VA unless an Approved Referral has been issued by VA. (See Referral Instructions for additional details) Approved Referrals from VA will authorize a specific Standardized Episode of Care (SEOC) as it relates to a specified number of visits and/or services related to a plan of care and will not be approved to exceed one (1) year. When Approved Referrals result in urgent and emergent prescriptions meeting the requirements in Section 15.0, "Pharmacy," and urgent and emergent prescriptions for DME, Medical Devices, and orthotic and prosthetic items meeting the requirements in Section 16.0, "Durable Medical Equipment," those supplies, and services are also authorized as part of the Standard Episode of Care. VA will provide SEOC tables to the Contractor during contract implementation, and as material changes occur by VA, but no less often than

annually. The Contractor will have thirty (30) days to implement the updates to the revised SEOC tables provided by VA.

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

Veterans may be referred for ART & IVF services. The Approved Referrals may include SEOC for both the Veteran and the Collateral of Veteran.

Eligible Veterans are authorized for Urgent Care. The Contractor shall follow the procedures outlined in Tables 11 and 12 when directing Veteran or CCN provider Referral Requests that it receives for referrals, including Emergent Care, to VA for appropriate disposition.

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

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

7.1 Notification of Emergent Healthcare

This contract includes the provision of Emergent Care and hospital admission due to Emergent Care furnished to any Veteran enrolled in the Veteran Health Administration (VHA) Healthcare System or otherwise entitled for VHA medical benefits as required under Title 38, C.F.R. Section 17.37, who presents to an in-network emergency facility seeking Emergent Care. The Contractor shall educate its emergency care providers to notify VA within 72 hours of the Veteran's self-presenting to an in-network emergency department or CCN provider, in order for VA to issue an Approved Referral. The Contractor shall instruct providers to notify VA through direct messaging, secure email, secure fax, telephone, or preferably and once available, EDI 278. All notifications of admissions shall include hospital name and location, admitting provider's NPI, admitting

diagnosis, date of admission, and any services delivered to the extent that this information is available to the in-network provider.

The Contractor shall notify VA within seven (7) calendar days of admitting a Veteran to a hospital for routine care, treatment, or procedure, within the course of the SEOC, in order for VA to issue an Approved Referral. The notification can be via secure email, secure fax or EDI.

If a Veteran was sent to a CCN provider for emergency care by VA, VA may issue a delayed Approved Referral to the CCN provider and the Contractor within two (2) business days when it is not feasible for VA to issue an Approved Referral at the time of sending the Veteran for an emergency department care due to the nature of the care needed.

7.2 Referrals from VA to CCN Provider

The Contractor shall adhere to the process represented below:

PWS Table 8. Referral Process and Actions

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

**Note: 1. Capability under development but slated for readiness upon contract award*

2. For Urgent/Emergent prescriptions, a prescription written by a VA provider will have the force and effect of a referral.

3. VA will provide the referral number for all services requiring a referral. VA will approve or deny all Referral Requests.

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

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

PWS Table 9. Process for Transmitting Referrals from a CCN Provider to VA

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

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

PWS Table 10. Reserved
PWS Table 11. Reserved

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

The Contractor shall inform all CCN providers of the following:

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

7.4 Reserved

7.5 Urgent Care

7.5.1 Eligibility

Veterans are eligible for this benefit if they are enrolled in VA healthcare and have received VA healthcare benefits under Chapter 17 of Title 38 U.S.C.) within 24 months prior to receiving this care. Contractor shall ensure that its in-network urgent care providers confirm the Veteran is eligible to use the urgent care benefit prior to providing the urgent care. The provider must submit a Referral Request to the VA. Contractor shall not invoice VA unless an Approved Referral has been issued by VA for this care.

VA will provide a daily Urgent Care eligibility file to the Contractor containing a “U” code for eligible Veterans produced by the Enrollment System through the DAS system.

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

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

See Attachment 11, “Enrollment System Core (ESC) Interface Control Document” for specific file format information.

7.5.2 Covered Services

VA will cover and reimburse for any services that meet the payment criteria provided in section 7.5.6. A list of non-covered CPT codes will be provided to the Contractor. Urgent care providers are defined as follows (consistent CMS definitions):

1. Walk-in Retail Health Clinics

- a. CMS POS 17
 - b. Definition: Other than an office, urgent care facility, pharmacy or independent clinic and not described by any other POS code, that is located within a retail operation, and provides, on an ambulatory basis, preventive and primary care services
- 2. Urgent Care Facility
 - a. CMS POS 20
 - b. Definition: Location, distinct from a hospital emergency room, an office, or a clinic whose purpose is to diagnose and treat illness or injury for unscheduled, ambulatory patients seeking immediate medical attention
- 3. Urgent Care Services at a Provider office
 - a. CMS POS 11
 - b. Definition: Office location that can provide urgent care services but normally bill with a non-urgent POS code (i.e. a physician's office with a POS code of 11), the Contractor can request VA approval for these types of locations to be a part of the urgent care network if the locations meet the payment criteria.
- 4. On Campus-Outpatient Hospital
 - a. CMS POS 22
 - b. Definition: A portion of a hospital's main campus which provides diagnostic, therapeutic (both surgical and nonsurgical), and rehabilitation services
- 5. Independent Laboratory
 - a. CMS Place of Service (POS) 81
 - b. Definition: A laboratory certified to perform diagnostic and/or clinical tests independent of an institutional or a physician's office

For locations that can provide urgent care services but normally bill with a different POS (i.e. a physician's office with a POS 11), the Contractor can request VA approval for these types of locations to be a part of the urgent care network as long as the locations meet the payment criteria, in accordance with existing claims requirements identified in Section 12.0. After approval of the list by VA, the Contractor shall submit a PPMS entry for the Urgent Care center as either a POS 17 or 20. This entry will be used to populate the VA.gov Urgent Care Locator tool only. It is not related to billing or any other activities.

The Contractor shall provide a unique Contractor-generated UC approval number to all claims associated with each Veteran Urgent Care episode of care. The contractor generated urgent care approval number begins in UC and ends in R5. The fiscal year of the date of service follows the letters UC. Six middle digits will be assigned sequentially. A sample number is UC19123456R5. The unique identifier is shared across all claims associated with an urgent care visit (urgent care visit, prescription, and labs). The unique approval number is required for all urgent care claims.

7.5.3 Claims Processing

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

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

Per Section 7.3 the Provider shall request a referral from VA once care is rendered to the Veteran. The VA will make an appropriate determination, and, if approved, the Contractor shall receive an Approved Referral from VA for the care rendered prior to submitting their claims to VA as indicated in the contract with a unique Contractor-generated Urgent Care approval number.

VA can only reimburse urgent care services if the provider claims meet payment criteria and are billed with a POS 17, 20 22, 81 and specific Urgent Care Services under POS 11.

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

7.5.4 Network

The CCN Urgent Care network shall consist of a comprehensive network of Urgent Care providers. The Contractor shall maintain a network of providers and practitioners that will extend across Region 5 and shall be sufficient in numbers to ensure 90% of Urgent Care Providers are within a 30 minute drive.

Urban, rural and highly rural areas will be reviewed by VA for the recruitment of additional Urgent Care providers, as needed. VA will provide the contractor a list of additional Urgent Care providers to be recruited, and the contractor will review and respond to VA on these requests.

The Contractor shall add urgent care providers to VA's Provider Profile Management System (PPMS) indicating whether they are a Retail (POS 17) or Urgent Care (POS 20) location. This process of loading PPMS will allow VA community care urgent care providers that offer this benefit to be identified at VA's facility finder:

<https://www.va.gov/find-locations/>

For Urgent Care Providers that are not designated as a POS 17/20 such as a physician's office with a POS 11, and offer retail or urgent care services, the Contractor shall load as a POS 17 or 20 to accurately reflect in PPMS and VA's Facility Locator tool.

The Contractor shall develop signage and encourage urgent care providers to post the signage that clearly indicates it is a VA Urgent Care benefit participating urgent care provider.

The Contractor shall operate a Veteran and Provider call center that will address immediate needs to triage/troubleshoot issues real-time. Any general questions regarding the UC benefit, eligibility, copayment information, or other general information will be routed via an IVR system to the VA's Veterans' Experience Office. The Contractor shall provide an escalation pathway in the event issues are not resolved for the provider or the Veteran. The Contractor shall provide services between the hours of 7AM and 12AM in the time zone of urgent care provider. In accordance with Section 18.2, the Contractor must always provide System Availability 99.9 percent of the time, measured monthly. The contractor must always create and provide customer service technology availability statistics to VA monthly as part of the deliverable referenced in Section 6.8, "Call Center Operations and Customer Service Technology Performance Requirements and Metrics." The Customer Service Availability statistics must always calculate the service's unavailability for each calendar month. Calculation of service unavailability is the number of available minutes in a calendar month vs. the number of unavailable minutes and will not include any time the service is unavailable due to scheduled maintenance.

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

7.5.5 Education

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

1. Overview of new Urgent Care benefit
2. General copayment information (Copayments will be managed by the VA after services are rendered. The Contractor shall educate UC providers on basic copayment information in case Veterans have general questions. VA will bill the Veteran for any VA copayment).

3. How to locate a network location using VA's facility finder:
<https://www.va.gov/find-locations/>
4. The Contractor shall ensure providers are trained on the urgent care benefit and how to utilize the Contractor portal. The Contractor shall ensure providers maintain access to training and services during the times the portal is non-operational.
5. The contractor will collaborate with VA on proposed educational materials that will be sent to Veterans, UC providers, or UC pharmacies and will submit to VA for review and approval prior to publishing content. Contractor shall provide continued education and training for urgent care pharmacy providers concerning the constraints of urgent care as compared to Immediate Need pharmacy.

PWS Table 12. Veteran Copayments for Urgent Care

Priority Group	Copayment Amount
1-5	First three visits (per calendar year): \$0 Fourth and greater visits (per calendar year): \$30
6	If related to combat experience, special authority, or exposure: First three visits (per calendar year): \$0 Fourth and greater visits (per calendar year): \$30 If not related to combat experience, special authority, or exposure: \$30 per visit
7-8	\$30 per visit

7.5.6 Pharmacy

Pharmacy benefits at network pharmacies are available for urgent/emergent prescriptions (please see Section 15.5 Pharmacy for more information). The Contractor must also establish a process with its Pharmacy Benefits Manager to not require an approved referral for adjudication, fulfillment, and dispensing of MISSION Act urgent care prescriptions. The urgent care prescriptions must only be written for up to a 14-day supply without refills.

7.5.7 Durable Medical Equipment (DME)

DME benefits are available for urgent/emergent situations (please see Section 16.0 Durable Medical Equipment for more information).

7.5.8 Medical Records

The Contractor shall instruct the UC provider to generate and submit medical documentation to the Veteran's associated VA facility based on the Veteran's residential zip code within 30 days from the date of service. VA facilities can be found at <http://www.va.gov/find-locations/>.

7.5.9 Communications

The contractor shall develop separate Veteran and provider communications. At a minimum, the communications shall address the deployment schedule of urgent care as provided by the VA. The contractor will collaborate with VA on proposed communications that will be sent to Veterans, UC providers, or UC pharmacies and will submit to VA for review and approval prior to publishing content. VA shall be allowed a minimum of 10 business days to review and approve the proposed communications.

8.0 SCHEDULING OF APPOINTMENTS

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

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

9.0 MEDICAL DOCUMENTATION

9.1 Medical Documentation Submission Process

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

The Contractor shall provide a Medical Documentation Submission Plan to describe all processes, procedures, criteria, information and data collection activities for use in submitting CCN provider medical documentation to VA. The plan shall be delivered to VA in accordance with the Schedule of Deliverables. **The plan submitted by the Contractor shall be incorporated into the contract upon VA approval.**

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Medical Documentation Submission Plan

9.2 Medical Documentation Data Elements

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

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

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

9.3 Medical Documentation Submission Timeframes

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

9.4 Medical Documentation Submission Format

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

9.5 Reserved

9.6 Critical Findings

The Contractor shall educate its CCN providers that Critical Findings shall be communicated by the CCN Healthcare Services Network provider or CCN CIHS Network practitioner, as applicable, to the Veteran, referring provider, and VA within the

earlier of two (2) business days of the discovery or the timeframe required to provide any necessary follow-up treatment to the Veteran. Communications shall be either verbal or written.

9.7 Identification and Documentation of Transplant Candidates

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

9.8 Medical Documentation and Audit

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

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

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

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

10.0 TRAINING – CONTRACTOR PROCESSES, SYSTEMS, AND INTERFACES

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

10.1 Training Plan

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

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

The Contractor shall submit the Training Plan and any updates thereto in accordance with the Schedule of Deliverables. **The Training Plan submitted by the Contractor shall be incorporated into the contract upon VA approval.**

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Training Plan

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

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

1. Contractor VA Support Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
2. CCN Provider Call Center Operations, including business processes, services, escalation procedures, metrics, points of contact for each target audience, and systems.
3. Contractor systems, systems interfaces, and systems access.
4. CCN providers and CCN CIHS network practitioners shall be informed that it is impermissible to charge Veterans for not keeping a scheduled appointment. Attachment AC, "No Show Choice", has been provided for Contractor reference regarding the Number of No Shows by Veteran's in Region 5 under the "Choice" contract.
5. Any other areas identified by VA or the Contractor related to services required under this contract.

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

The Contractor shall review and update the Annual Training Program Curriculum in accordance with the Schedule of Deliverables. **The Curriculum submitted by the Contractor shall be incorporated into the contract upon VA approval.**

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Annual Training Program Curriculum

10.1.2 Contractor CCN Provider and Contractor Personnel Outreach and Education Program

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

The purpose of this program is to ensure that the CCN providers and Contractor personnel have the information necessary to successfully perform the requirements

outlined in this PWS. The Contractor must provide training on healthcare, dental, and pharmacy benefits and requirements, under this contract, to its CCN providers. This must include web-based and virtual trainings as well as written training materials. Subject matter not directly under the Contractor's services will be supplied by VA as indicated below in Sections 10.1.2 and 10.1.2.1. The Contractor's outreach and education program shall include, at a minimum:

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

10.1.3 Provider Only Training

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

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

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

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

10.1.4 Contractor-Provided VA Staff Training Sessions

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

1. Customer Service (up to 5 trainees)

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

2. Contractor-Specific Systems Training for designated VA data analytics users (up to 5 trainees).

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

10.2 Contractor Training Materials

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

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

Training Materials may include but are not limited to:

- Class handouts
- Manuals
- Student exercises

- User and Quick Reference Guides
- Job Aids
- Online modules
- Course Evaluation Surveys

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

10.3 VA Provided Training

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

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

10.4 Training Programs for Administration of CCN (Non-Department of Veterans Affairs) Healthcare

All CCN Contractor customer service staff who work with CCN and will interact directly with Veterans will be required to complete a general training program on VA's Community Care Program. The training will consist of three (3) independent eLearning modules. The additional, optional trainings will be available for CCN Contractor staff wanting more in-depth understanding of VA's Community Care Program.

The Contractor must provide a VA Training Plan for all contractor staff. The plan must include all required elements and modules to include those in Table 16 below. The plan must be reviewed by VA and updated in accordance with the schedule of deliverables. VA will sign off on an Annual Training Plan (ATP) that defines which job functions will take the courses before the Contractor starts course assignments and VA determines frequency.

Each training course will include a VA provided pre and post-test. In addition, at the end of each course, Contractor staff will be required to complete a survey that measures learning effectiveness. A cumulative report of the pre/post tests and survey results for each course will be provided to VA.

Contractor will provide results of learning effectiveness survey to VA monthly based upon scores for the month.

Timeframe and Reporting

- 1 Contractor customer service staff who interact directly with Veterans will complete required training prior to HCD, or if the staff enters employment with the Contractor after HCD, those staff must complete the required training within 90

days from entering employment. The results of this training will be reported to VA the earlier of 30 calendar days after the completion of testing or as required by annual reporting.

- 2 All customer service staff who interact directly with Veterans are required to take the courses in the General Training Program one time and execute annual retesting. Execution of the training program after the initial round is optional and at the discretion of the Contractor.
- 3 Contractor shall report training results to VA prior to HCD and annually NLT the last business day of the period of performance.
 - a) Training results will represent all initial testing and annual retesting completed during the time frame of the last twelve months or from initiation of requirement
 - b) Contractor and VA will mutually develop the reporting format

PWS Table 13. VA CCN General Training Program:

Course Title	TMS Number	Contact Minutes
An Overview of Community Care	VA 38471	25
What's New in Community Care	VA 4507398	20
Emergency Care Reimbursement 101	VA 38466	40
Optional - Introduction to Community Care Network	VA 4408372	45
Optional - Eligibility 101	VA 4504997	15
Optional - Veterans Care Agreements (VCAs) 101	VA 38480	30
Optional - Urgent Care 101	VA 4504999	30
Optional - Urgent Care 201	VA 38475	30
Optional - Provider Exclusionary Management (PEM)	TBD	30

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

A. Training Results

10.5 Opioid Training Requirements

The Contractor shall implement the opioid training requirements for CCN providers.

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

1. Individual provider possesses a current, active, and unrestricted license in a state that requires (as a condition of licensure) 3 or more hours of opioid prescribing or pain management training every 2 years.
2. Opioid-prescribing individual providers who are unsure if they qualify to provide self-attestation will be able to review the Opioid Safety Initiative training materials developed by VA, in lieu of providing self-attestation. Course completion status will be noted with VA TRAIN system and made available to the Contractor through VA TRAIN reporting and on the Contractor's learning portal, which will leverage VA TRAIN Application Program Interface (API).

All individual opioid-prescribing providers shall self-attest or review the Opioid Safety Initiative prior to HCD or upon entering the CCN prior to seeing Veterans. If this required training is not completed within the specified timeframe, the provider will not be eligible to receive approved referrals.

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

CCN providers will utilize a learning platform to access the training. The Contractor will provide a solution for the learning platform to interface with VA TRAIN (<https://www.train.org/vha/welcome>), which will house the educational training. The Contractor will be responsible for identifying providers who have completed the required Opioid training into the master provider file.

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

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

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

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

All CCN providers will be required to complete a one (1) hour general training course on military culture, suicide awareness and prevention, key issues in providing care to a Veteran population, trauma-sensitive care principles, mental and physical health diagnoses common in Veterans, and VA resources available to community providers.

Course completion status will be noted within VA TRAIN system and made available to the Contractor through VA TRAIN reporting.

Contractor shall ensure that all CCN providers will complete required training or self-attest in the in lieu of process prior to HCD or within 180 calendar days of joining its CCN. The provider will not be eligible to receive new approved referrals if training has not been completed within the timeframe.

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

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

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

CCN providers will utilize a learning platform to access the training. The Contractor will provide a solution for the learning platform to interface with VA TRAIN (<https://www.train.org/vha/welcome>), which will house the educational training.

The Contractor will be responsible for updating the Network Provider File (see Attachment U, "Data Specification" (tab 16-Master Provider File), flagging providers who have completed the required training. Once received, VA will load the information into VA's Provider Profile Management System (PPMS). Compliance will be reflected in their provider profile demonstrated within the PPMS database and reviewed for compliance prior to scheduling. VA will perform an annual audit by pulling files from providers who have provided care while comparing PPMS data and VA TRAIN education completion.

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

11. RESERVED**12 CLAIMS PROCESSING AND ADJUDICATION FOR CCN HEALTHCARE SERVICES RENDERED**

The Contractor shall receive, process, and adjudicate claims for all services provided pursuant to this contract. The Contractor will be reimbursed in accordance with the Schedule of Services solely for claims paid in accordance with Section 12.1.1, "Claims Adjudication and Payment Rules." For any care provided under this contract, Contractor shall not invoice VA unless an Approved Referral has been issued by VA

12.1 Claims Processing System Functions

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

The Contractor shall ensure claims not processed to completion and any associated supporting documentation will be retrievable by Veterans name or Master Veterans Index Internal Control Number (MVI ICN).

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

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

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

12.1.1 Claims Adjudication and Payment Rules

The Contractor shall deliver a Claims Processing Data Dictionary in accordance with the Schedule of Deliverables that includes all capabilities for auto-adjudication, rejection, return, and denial of a claim. The Contractor's claims processing system shall include standard business rules and edits in its Claims Processing Data Dictionary. The Contractor's claims processing system shall be capable of adding rules and edits based on information from VA, to include the application of Alaska VA fee schedules and Maximum Allowable Charges Schedule (Attachment 12). When VA requests a change, the Contractor shall implement the change within thirty (30) days, or as mutually agreed upon by the parties. When industry changes occur that require planning, testing, implementation, and compliance readiness dates, system change orders will be made in accordance with industry standards. The Contractor's claims processing system shall include adjudication rules for the following requirements:

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

- Out-of-Network Providers on an Approved Referral: The Approved Referral is recognized as the authoritative source for routing a referral to the community. Approved Referrals made to the CCN Contractor will be made using information in the provider file which will identify the provider as an in-network provider. Referrals made to an in-network provider may require that provider to obtain ancillary or other services/supplies (within the scope of the referral (PWS 7.3)) from an Out-of-Network provider. The Contractor shall receive and adjudicate all claims associated with an Approved Referral made to an in-network provider, regardless of the network status of other providers submitting claims against that referral. Out-of-Network providers must agree to not submit any balance of any charges to the Veteran.
- Reserved
- NPI Claims: The Contractor shall use the NPI to process claims from covered entities with the exception of number eight (8) below. The Contractor shall deny claim transactions received that do not include a valid NPI.
- Non-NPI Claims: The Contractor shall use Tax Identifier Number (TIN) to process claims for providers who are not eligible to receive an NPI. The Contractor shall deny claim transactions received from providers without their TIN.
- Referrals: The Contractor shall deny, for lack of referral number, any claim for care that does not contain a valid referral. The Contractor shall deny claims for lack of valid referral number if the referral number is missing, incorrect, or inconsistent.
- Timely Filing Deadline: The Contractor shall deny claims not submitted within one hundred eighty (180) days from the date of service or date of discharge for passing the timely filing deadline.
- Secondary Payer: The Contractor shall grant additional time to the claims filing deadline requirements for Veterans with Other Health Insurance (OHI) when the provider first submitted the claim to the primary payer, and the adjudication occurred past VA's filing deadline. The Contractor shall ensure claims for services denied by another insurer include the Explanation of Benefits (EOB) or Remittance Advice (RA) statement indicating the dates of service, amount of the claim, and reason(s) for denial. The Contractor shall deny all OHI claims submitted beyond ninety (90) days from the date of the other insurer's adjudication.
- Co-Pay Calculations: The Contractor shall exclude any co-pay calculations from the claim's adjudication rules.
- Alaska VA Fee Schedules: The Contractor shall use the applicable payment fee schedule provided by VA to determine and apply reimbursable amounts associated with the authority with which the claims are authorized as determined by VA. VA will provide, in the referral, a reference (to a program) that will allow the Contractor to identify the appropriate Alaska VA fee schedule the Contractor shall use to pay claims. VA will provide the Contractor with all current Alaska VA fee schedules.
- Claim Adjustment: The Contractor's claims processing system shall identify a request for a payment adjustment (positive/negative) to a prior payment for healthcare services by appending the original claim number with a suffix

- sufficient to identify and document the number and order of adjustment requests received and processed on the original claim. All claim adjustments shall be completed within twelve (12) months from the original payment date.
- **VA Fee Schedule:** The Contractor shall use the applicable payment fee schedule provided by VA to determine and apply reimbursable amounts associated with the authority with which the claims are authorized as determined by VA. VA will provide, in the referral, a reference (to a program) that will allow the Contractor to identify the appropriate VA fee schedule the Contractor shall use to pay claims. VA will provide the Contractor with all current VA Fee Schedules through a link to the VA Fee Schedule webpage (https://www.va.gov/COMMUNITYCARE/revenue_ops/Fee_Schedule.asp) and notify the contractor via email when a new VA Fee Schedule is available. If Contractor modifies and posts a version of the VA Fee Schedule to their website, Contractor assumes the risk of publishing incorrect rates and is responsible for paying claims at the VA provided rates. A modification is not required for the contractor to implement VA Fee Schedule revisions. The contractor will have no more than 30 days to implement the new/updated VA Fee Schedule from the date it is provided to the Contractor. Some VA Fee Schedule revisions taking place within a fiscal year may require retroactive payment adjustments based on date of service, but Contractor cannot collect if the new revised rate is retroactive and lower than the previous rate. If VA identifies errors in the VA Fee Schedule, the Contractor will accept rate corrections to those errors within 30 days. As part of the VA Fee Schedule revisions, VA may also modify which CPT codes are part of the VA Fee Schedule.
 - **Maximum Allowable Charges Schedule.** The Contractor shall use the Maximum Allowable Charges Schedule (Attachment 12) when codes are not available on VA Fee Schedule or Alaska VA Fee Schedules. VA will post this schedule to the VA Fee Schedule Webpage and will notify the Contractor via email when the updated Schedule is available. As with the VA fee schedule, the Contractor will have no more than 30 days to implement the new/updated schedule from the date it is provided to the Contractor.

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Claims Processing Data Dictionary

12.2 Paper Claims

Prior to submission to VA, paper claims received by the Contractor shall be converted to standard EDI transactions to be consistent with the most recent CMS approved claims formats, specifically to include EDI transactional data requirements referenced in Section 18.12, "Submission of EDI Transactions." VA cites as reference the November

2011 National Uniform Claim Committee 1500 Claim Form Map to the X12N Healthcare Claim: Professional 837.

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

Below is the current list of the fields and format:

PWS Table 14. Current List of the Fields and Format

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

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

12.3 Signature Requirements

12.3.1 Signature on File Procedure

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Signature on File Procedure

12.3.2 Network Provider Signature on Claims

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

12.4 Claims Submission and Processing Timeframes

The Contractor shall process and adjudicate ninety-eight percent (98%) of all Clean claims, including resubmissions, within thirty (30) days of receipt. The Contractor shall

return claims, other than Clean claims, to the provider with a clear explanation of deficiencies within thirty (30) days of original receipt. The term 'adjudicate' in this section includes the expectation that the Contractor has issued payment within thirty (30) days.

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

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

12.5 Issuance of EOB

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

1. VHA Directive 1605.1, Privacy and Release of information:

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3233

- a) For VHA Directive 1605, VHA Privacy Program; Transmittal Sheet, dated September 1, 2017, see:

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=5456

2. 38 U.S.C. § 7332, 38 C.F.R. § 1.460-1.496 (as applicable);

- a) 38 C.F.R. § 1.460-1.461:

<https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-460.pdf>.

- b) 38 C.F.R. § 1.461-1.464:

<https://www.gpo.gov/fdsys/pkg/CFR-2015-title38-vol1/pdf/CFR-2015-title38-vol1-sec1-461.pdf>.

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

12.6 Issuance of Remittance Advice

The Contractor shall provide an 835 RA to all providers via EDI when available. Where providers do not currently use EDI, 835 transactions shall be created, printed, and

mailed to providers. Paper RAs will contain all information available on the EDI 835 transaction.

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

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

A. EDI 835 Transaction File

12.7 Coordination of Benefits

12.7.1 VA Designation of Primary or Secondary Payer of Healthcare Services

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

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

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

The Contractor shall ensure that Veterans are held harmless and may not be invoiced for any services associated with an Approved Referral, even if the claim is denied. (e.g. where services were denied for failure of a CCN provider to obtain a referral from VA, where the CCN provider fails to meet the OHI Prior Authorization requirements of the OHI and receives a denial, where the CCN provider fails to submit a claim in accordance with the claims Adjudication Rules in Section 12.1.1, and where the CCN provider delivers healthcare services outside of the validity period or outside the scope of the Approved Referral).

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

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Coordination of Benefits Plan

12.7.2 Other Health Insurance

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

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

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

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

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

12.9 Claims Auditing

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

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

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

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

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

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

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

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

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

The Contractor shall provide the FWA Plan in accordance with the Schedule of Deliverables.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

12.10 Reserved

12.11 Reserved

12.12 Claims Reporting

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

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

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

12.13 Federal Codes and Regulations

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

12.14 Improper Payments Elimination and Recovery Improvement Act

On July 22, 2010, the Improper Payments Elimination and Recovery Act of 2010 [Public Law 111-204, (IPERA)], was signed into law. This legislation, and its predecessors and subsequent amendments (Improper Payments Information Act of 2002 [Public Law 107-300], Improper Payments Elimination and Recovery Improvement Act of 2012 [Public Law 112-248], and Federal Improper Payments Coordination Act of 2015 [Public Law 114-109], collectively referred to as IPERA in this document, requires agencies to

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

12.14.1 Payment Accuracy

The Contractor is fully responsible for ensuring VA is invoiced in accordance with the contract pricing and payments guidelines and only for services authorized through an Approved Referral. VA will pay the Contractor the applicable price for healthcare services in accordance with the Schedule of Services unless the invoice is for less than the Schedule of Services. For all instances where the Contractor submits a Healthcare invoice for less than the Schedule of Services, the rate billed is accepted as a “one-time” automatic adjustment to the negotiated contract rates and will not result in the identification or correction of any underpayments during audits, reviews, or attestation engagements. For all instances where the Contractor submits a Healthcare invoice for less than the Schedule of Services, the Contractor may request VA reconsideration for Healthcare invoice in accordance with Section B.8.

12.14.2 Accounting and Access to Records

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Quarterly IPERA Audit & Root Cause

12.14.3 Agreed-Upon-Procedures

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

The review will utilize a statistical sampling plan approved by VA in advance of the review to ensure it complies with Office of Management and Budget (OMB) Circular A-123, Appendix C, “*Requirements for Effective Estimation and Remediation of Improper Payments*,” October 20, 2014. The Contractor shall submit the auditor's Annual Auditing Plan, for approval by VA, that describes the approach for the following year's review in accordance with the Schedule of Deliverables.

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

The review will ensure that the definition of improper payments applied during the review aligns with the definition included in OMB Circular A-123, Appendix C, “Requirements for Effective Estimation and Remediation of Improper Payments,”

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

12.14.4 Error Determination Rebuttals

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

not. Once the errors are finalized, the auditor will extrapolate those errors that resulted in a loss to VA for recovery.

12.14.5 Additional Reviews

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

12.14.6 Recoveries

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Overpayments Electronic File

12.14.7 Reduction of improper payment performance goals

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

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

13.0 VETERAN CLAIM APPEALS AND PROVIDER RECONSIDERATIONS

13.1 Veteran Appeals

In the event that the Contractor denies a Claim, the Contractor shall provide a notice of the denial to the Veteran with a description of the Veteran's right to a file a claim with VA in the event the provider bills the Veteran.

Contractor shall ensure a Veteran is not billed for any care for which an Approved Referral has been issued.

13.2 Practitioner and Provider Reconsiderations

The Contractor shall establish and always maintain a provider reconsideration process for all claims that are denied, either in whole or in part. The process shall be delivered to VA in accordance with the Schedule of Deliverables. The process submitted by the Contractor shall be incorporated into the contract upon VA approval. The Contractor shall notify the CCN provider or CCN CIHS Network practitioner in writing, of any such denial, the reason for the denial, and the provider's right to request reconsideration.

The Contractor shall create and submit a description of the Provider Claims Denial Reconsideration Process in accordance with the Schedule of Deliverables. The Contractor shall create and submit a Provider Claim Denial Report of unique claim denial and rejection reasons along with the counts of claims associated with each reason denied or rejected in the reporting period, in accordance with the Schedule of Deliverables.

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Provider Claim Denial Reconsideration Process
- B. Provider Claim Denial Report

14.0 CLINICAL QUALITY AND PATIENT SAFETY MONITORING

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

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

14.1 Clinical Quality Monitoring Plan (CQMP)

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

1. A description of the quality monitoring activities for patient safety, clinical quality assurance, clinical quality improvement, and clinical quality peer review
2. A detailed description of the purpose, methods, proposed goals, and objectives designed to ensure the highest quality of clinical care under this contract
3. A description of the process to educate providers regarding VHA clinical practice guidelines
4. A description of the process to work with the VHA Office of Community Care (OCC) to align clinical quality monitoring and patient safety activities
5. A description of a committee/committee structure and its activities that provides executive oversight of quality and patient safety monitoring and improvement for Veteran's Care
6. Identification of authorized Quality and Patient Safety representatives to be available to participate in established VHA VISN Quality and Patient Safety Meetings
7. A description of the process to ensure that supplied performance results are accurate, complete, and reliable
8. A description of the process to comply with Federal, State, and local privacy regulations during the reporting, review and/or investigation of records related to quality and patient safety reporting
9. The Contractor will conduct a minimum of three (3) Quality and Patient Safety Improvement Initiatives per year. The initiatives will be mutually agreed upon between Contractor and VA. The Contractor's CQMP shall include a written description of the three (3) quality and patient safety improvement initiatives and their expected results/impact. The Contractor shall evaluate and update the quality and patient safety improvement initiatives at least annually.
10. The Contractor's CQMP shall include a Clinical Quality and Patient Safety Improvement Program (CQPSIP) component
11. Provide documentation for how Clinical Quality Peer Reviews will be conducted including committee structure and membership, oversight, scoring, and reporting of findings. The Contractor shall describe the clinical quality peer review committee's composition, qualifications, and quorum of voting

members to conduct clinical quality peer review, and frequency of the meetings. The Contractor shall detail the framework of review, analysis, education presentations, and oversight used to ensure responsible quality improvement participation by network physicians and affiliated practitioners.

12. Provide documentation for how the Contractor allows VA staff, as mutually agreed upon between Contractor and VA, to actively participate as non-voting members on the Contractor's CQPSIP committees, clinical quality management committees, patient safety committees, clinical quality peer review committees, and credentialing committees for the CCN Region covered under this contract. The Contractor shall include how reports from automated data sources, focused studies, and other elements are used in the practitioner evaluation step of the credentialing and privilege process.

The Contractor shall submit its CQMP to VA in accordance with the Schedule of Deliverables. **The CQMP submitted by the Contractor shall be incorporated into the contract upon VA approval.**

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Clinical Quality Monitoring Plan

14.1.1 Reserved

14.1.2 Clinical Quality and Patient Safety Improvement Component of the CQMP

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

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

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

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

14.2 Clinical Quality and Patient Safety Issues Identification

The Contractor shall submit a Clinical Quality and Patient Safety Issues Report in accordance with the Schedule of Deliverables.

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Quarterly Clinical Quality and Patient Safety Issues Report

15.0 PHARMACY

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

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

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

VA will transmit a list through VA DAS of all VA providers who are eligible to prescribe medications to Veterans within thirty (30) days of contract award date pursuant to 18.15.2. A prescription written by a VA provider constitutes an approved referral. Contractor shall not submit an invoice to VA for payment prior to the time in which it receives an Approved Referral from VA. The Contractor shall have a process in place where new VA providers may be active to prescribe medications within twenty-four (24) hours of being provided the information. When VA communicates the deletion of VA provider from the network, the change shall occur within one (1) business day of being provided the information.

The Contractor shall ensure that the CCN pharmacist dispenses prescriptions in accordance with VA Pharmacy program's mandatory generic substitution policy, VHA Handbook 1108.08

(https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=3291). The Contractor shall prohibit CCN providers from dispensing any pharmaceutical samples to Veterans. The Contractor shall require all CCN providers be registered with its own State's prescription monitoring programs.

The Contractor shall support e-prescribing for retail network prescriptions, in accordance with commercial standards. The Contractor shall manage and publish all data files required to support commercial e-prescribing practices. The Contractor shall

maintain all electronic formularies administered under this contract and publish updates to the commercial e-prescribing hub, monthly. At a minimum, formularies shall be updated quarterly.

15.1 Urgent/Emergent Prescriptions

The Contractor shall establish a retail pharmacy network to fill urgent/emergent prescriptions received from CCN providers and VA providers for prescription fulfillment. An urgent/emergent prescription is available for a maximum fourteen (14) day supply of medication without refills (opioids allow a maximum of seven (7) days' supply, or the state limit, whichever is less. Opioids will allow up to a second fill, with a maximum of seven (7) days' supply, within 30 days (up to fourteen (14) days' total supply). For buprenorphine, the Contractor shall allow an initial fill up to fourteen (14) days' supply within 30 days (up to 28 days' total supply). The Contractor shall have retail pharmacies covering all geographic areas of the CCN Region and meet the adequacy standards described in Section 15.2, "Urgent/Emergent Prescription Network Adequacy." Attachment AB, "Pharmacy 14 Day Fills", is provided for Contractor reference to historical pharmacy data.

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

The Contractor shall establish procedures that include instructions for prescribing a maximum fourteen (14) day supply of medication without refills (opioids allow a maximum of seven (7) days' total supply) and buprenorphine will allow an initial fill up to fourteen (14) days' supply, and will allow a second fill of up to 14 days' supply within 30 days (up to 28 days' total supply)), when it is determined medically appropriate by the CCN provider or VA provider and associated with an Approved Referral or prescription written by the VA provider and submitted to the CCN pharmacy. As part of the Contractor's adjudication process, it shall verify the provider is a CCN or VA provider or neither of the two. The Contractor's procedures shall instruct the Veteran to go to a local pharmacy in the retail pharmacy network established by the Contractor's PBM. Retail pharmacy network prescriptions that are not dispensed shall be reversed seven (7) days after the date they were filled.

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

The Contractor shall ensure that all pharmacy documents, and the receipt of the medication by the Veteran or the individual authorized by the Veteran, are in accordance with all applicable Federal and State laws. The Contractor shall ensure that

network pharmacies have procedures to reasonably assess the validity of prescriptions ordered by fax, telephone, and e-prescribing. The Contractor shall educate its providers to use e-prescribing and mail order prescriptions.

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

the Contractor shall provide a list of opioid/controlled substances dispensed in accordance with the Schedule of Deliverables. Format, fields, and delivery timing will be established during implementation meetings.

The Contractor shall instruct and mandate its CCN providers to use VA Urgent/Emergent National Formulary (subject to routine updates) (<https://www.pbm.va.gov/PBM/NationalFormulary.asp>). When CCN or VA providers are unable to comply with VA's Urgent/Emergent Formulary, the Contractor shall ensure that its PBM communicates to the retail pharmacy the applicable Urgent/Emergent National Formulary alternatives. If a medication from VA's Urgent/Emergent National Formulary is not acceptable, the Contractor shall next offer an alternative from VA's National Formulary. The Contractor shall develop a Prior Authorization process that conforms with VA's non-formulary request process, referenced in VHA Handbook 1108.08(1), "VHA Formulary Management Process" (http://www.va.gov/VHAPublications/ViewPublication.asp?pub_ID=3291). Note, this handbook may be updated during the performance of the contract. The Contractor shall comply with updates to the Prior Authorization process as required by any changes to the updated VHA Formulary Management Process.

The Contractor shall perform clinical reviews for all Prior Authorization, non-formulary medications, recommending formulary alternatives that are in compliance with the posted Criteria for Use (CFU) on VA PBM website from the VA formulary business requirements. When a CFU is not available, the Contractor shall utilize a generic Prior Authorization template that requires strict adherence to only FDA approved indications. The Network PBM will develop and utilize Prior Authorization (PA) process for non-formulary medications to include unlabeled uses and for other clinical exceptions and continuation of therapy. No prescriptions for topical compounded products are considered urgent/emergent. The Contractor shall submit a Monthly Electronic Prior Authorization Report in accordance with the Schedule of Deliverables. The Monthly Electronic Prior Authorization Report shall use the National Council for Prescription Drug Programs (NCPDP) format with two additional columns. The headings of the two additional columns shall state "Approve or Disapprove" and "Justification." Entries under "Justification" could be as follows:

- "Urgent/Emergent Need as Determined by Provider"

- “Non-Formulary for Urgent/Emergent Need as Determined by Network PBM with CFU”

The Contractor shall establish a PBM process that will automatically reject a retail network pharmacy’s attempt to renew a Veteran’s prescription if it is for the same drug and strength within thirty (30) days of the original fourteen (14) days prescription. VA preapproves one-time continuation of pain or antibiotic therapy; otherwise, the Contractor shall develop and utilize a clinical decision making process to assist in the dispensing of the second fourteen (14) days’ supply and notify the providers that subsequent prescriptions for the same therapy shall be hand carrier by the Veteran, faxed, or e-prescribed when available to the local VA Pharmacy. The monthly Electronic Prior Authorization Report shall use the NCPDP format with the two additional columns noted above (“Approve or Disapprove” and “Justification.”), including a section for continuation of pain or antibiotic therapy. Entries under “Justification” could be as follows:

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

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

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

C. Summary of Opioid Prescriptions

15.2 Urgent/Emergent Prescription Network Adequacy

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

PWS Table 15. Network Pharmacy Minimum Access Standards

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

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

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

15.2.1 Urgent/Emergent Prescription Performance Metrics

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Monthly Urgent/Emergent Prescription Performance Metrics Report

15.3 Routine/ Maintenance Prescriptions

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

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

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

The Contractor shall instruct its CCN providers on VA's e-prescribing capabilities and its mail order pharmacy benefits and processes.

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

Seasonal flu vaccine are authorized to be administered by the CCN retail pharmacies in accordance with VA Vaccination recommendations (<http://www.publichealth.va.gov/vaccines.asp>) and the Centers for Disease Control and Prevention immunization protocols governing its use, found at <http://cdc.gov/vaccines>. VA will provide to the Contractor during contract implementation and with each option period award thereafter, a listing of approved vaccinations and CPT/billing codes that will be reimbursed without further authorization from VA. The Contractor shall ensure its Pharmacy providers verify eligibility prior to dispensing a flu vaccination. Contractor shall request an Approved Referral from VA for this care prior to invoicing VA. Veterans are required to present a valid identification with Full Name and a photograph to verify eligibility and identity. The identification may be in the form of a Veteran Health Identification Card (VHIC); U.S. government passport; or State Driver's License. All other vaccinations require prior authorization.

15.4 Contingency Plan for Disaster Response

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Electronic Disaster Response Prescription Report

15.5 Urgent Care Prescriptions

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

15.6 Tribal Health Pharmacies Participating in CCN

THP pharmacies participating in the CCN shall follow all of the CCN pharmacy requirements and processes described above in PWS Section 15.0. Section B.5 Schedule of Services describes the reimbursement CLIN and payment methodology that shall apply to all THP pharmacy prescriptions under CCN.

16.0 DURABLE MEDICAL EQUIPMENT

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

16.1 Urgent/Emergent Prescriptions for DME and Medical Devices

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

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

16.2 Routine Prescriptions for DME and Medical Devices

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

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

16. Medical Provider's Signature

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

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

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

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

16.3 Reserved

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

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

17.0 DENTAL

The Contractor shall establish and maintain a network of dental providers to provide outpatient dental care to all Eligible Veterans who also satisfy the dental eligibility

requirements of 38 U.S.C. § 1710(c) and 1712 and 38 C.F.R. § 17.93 and 17.160-17.166.

17.1 Dental Network Adequacy

The dental network shall include both general and specialized dental care and as defined in 38 C.F.R. § 17.169. Specialized dental services include all recognized American Dental Association (ADA) specialties except for pediatric dentistry.

The Dental Network shall always be composed of a comprehensive network of practitioners and meet the minimum network adequacy standards for each VA Facility service area set forth in PWS Tables 1 and 2 of PWS Section 3.1. Dental care is considered to be specialty care in accordance with the Mission Act.

PWS Table 16. Reserved

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

17.2 Dental Network Provider Credentialing

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

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

17.3 Dental Network Compliance

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

17.4 Dental Care Referrals

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

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

17.5 Return of Dental Records

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

17.6 Dental Clinical Quality Management

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

18.0 TECHNOLOGY

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

18.1 Contractor Software Configuration Management Requirements

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

18.2 Continuity of Operations

The Contractor shall develop a Continuity of Operations Plan (COOP) that demonstrates the process for the continuous operation of its IT systems, data availability, and organizational support of the CCN. The Contractor's COOP shall be submitted to VA in accordance with the Schedule of Deliverables. **The COOP submitted by the Contractor shall be incorporated into the contract upon VA approval.** The COOP shall include user access and authentication processes. The

Contractor shall provide the current COOP annually thereafter. The COOP shall include information specific to all actions that will be taken by the Contractor in order to continue operations should an actual disaster be declared for its CCN Region. The COOP shall describe the process for managing temporary system unavailability and the communication method that will be used to ensure minimal process disruption. The Contractor's system and associated data shall always be available even in the event of hardware, software, and/or communications failures.

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

The COOP shall address the following categories:

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

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

PWS Table 17. Operational/Availability Standards

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

**Note: Excluding agreed upon downtime*

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

The Contractor shall submit a COOP Report in accordance with the Schedule of Deliverables. The COOP Report shall include the data identified in Attachment U, "Data Specifications" (Tab COOP) such as system downtime (planned and unplanned)

recorded that month (total hours and minutes), functional capabilities impacted by the system down time, cause/reason for the system downtime, updates/changes made to the system during downtime (or steps taken to remediate if no changes), and a summary of any analysis and corrective actions reported to the COR during the reporting period.

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

18.3 Contractor System Access

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

PWS Table 18. Contractor Systems (Users per CCN Region)

Functionality	Users per CCN Region
Referral and Prior Authorization Management	75
Enrollment and Eligibility	75
Customer Service	75
Claims Processing	75
Data Repository	60
Contractor's Self-Service Website (18.8)	Unlimited

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

18.4 VA System Integration Requirements

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

between external and VA entities. The Contractor shall provide the details for its systems integration with DAS and an integration timeline in the implementation strategy (see Attachment P Q R, "DAS Interface Control Document").

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

18.5 Veteran Demographic and Administrative Data

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

18.6 IT Customer Service

The Contractor shall provide customer service support to assist VA users with access to Contractor's systems and data as defined in this contract. IT Customer Service support shall be available via toll-free telephone and email Monday through Friday from 8AM and 6PM (excluding federal holidays) in all local time zones in Region 5.

18.7 VA Community Care Provider Portal

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

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

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

- ID.me: ID.me is a secure login provider certified by the Federal government. ID.me is designed to help citizens login to multiple government websites with a single account. <https://www.id.me/>

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

18.8 Contractor Self Service Website

The Contractor shall provide a secure, role-based website (a single HTTPS) with functionalities for Veterans, CCN providers, and VA Personnel. This Contractor-provided website will be separate and unique from the portal to be established by VA. The Contractor Self Service Website shall provide access to machine readable data as well as provide the capabilities as described in Section 6.4, "Contractor Customer Service Technology," and other parts of the PWS. For Veterans, the Contractor Self Service Website shall display (specific to each Veteran): EOB, access to the VA Master provider directory search function, eligibility and enrollment, referrals, claims, information on the appeals and grievance processes. The Contractor shall submit its screen shot of their initial wire diagrams and screen shots for after award for review and approval so that VA can ensure a consistency with all regions. Upon review, VA may require changes to Contractor's Self Service Website in order to align with all regions and Contractor shall implement any and all such changes. The Contractor Self-service website shall have capabilities available for initial testing by VA no later than sixty (60) days prior to HCD. Successful operation of the contractor Self-service website shall be complete and shall be accepted by VA thirty (30) days prior to the HCD.

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

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

The Contractor shall ensure that for VA Personnel and CCN providers, the Contractor Self Service Website also shall provide access to real-time pharmacy dispensing data from the Contractor's PBM in order to prevent medication errors and maintain clear

communication with CCN providers and patients. Pharmacy data required per Veteran with prescriptions filled by the PBM are:

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

A. Screen Shots and Wire Diagrams of Contractor Self Service Website

18.9 Contractor Reporting and Data Submission

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

18.10 Email Communication

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

18.11 Reserved

18.12 Submission of EDI Transactions

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

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

October 2007, ASC X12N/ 005010X223A1, as referenced in § 162.1102 and § 162.1802.

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

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

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

18.13 Submission of Medical Documentation

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

Preferred Documentation Exchange Methods:

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

18.14 Submission of OHI

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

18.15 Provider Data Transfer

18.15.1 Contractor Provider Data

The Contractor shall create and deliver a Network Provider File in accordance with the Schedule of Deliverables. The Contractor shall submit an initial Network Provider File

(see Attachment U, “Data Specification” (tab 16-Master Provider File) in accordance with the Schedule of Deliverables. After the initial delivery, the Contractor will submit weekly files thereafter until healthcare delivery is met. The government anticipates the need for delivery of the Network Provider Change File every two (2) to four (4) weeks after healthcare delivery. The Contractor will be notified of the desired delivery frequency by the Contracting Officer in writing. The Contractor shall submit the Network Provider Change File (see Attachment U, “Data Specification” (tab 16-Master Provider File) in accordance with the Schedule of Deliverables. The Network Provider Change File shall include only changes. Both the initial and change file submissions will utilize the DAS (see Section 18.4).

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

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

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

18.15.2 VA Provider Data

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

18.16 Section 508 – Electronic and Information Technology Standards

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

electronic and information technology and the technical and functional criteria for such technology to comply with Section 508.

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

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

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

18.16.1 Equivalent Facilitation

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

18.16.2 Compatibility with Assistive Technology

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

18.16.3 Acceptance and Acceptance Testing

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Final Section 508 Compliance Test Results

19.0 DATA ANALYTICS

19.1 Data Specification

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

19.2 Data Repository and Data Repository Relational Database Schema

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

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

The Contractor shall create a Data Repository that reflects data the Contractor has collected on Veterans based on VA provided schema, in accordance with the Schedule of Deliverables. The Contractor shall provide access to a fully functional data repository 60 days prior to HCD. The data repository shall allow VA-designated personnel to access the Contractor's data information system/data repository, permitting VA to

extract a copy of the Contractor's data. This requirement does not require direct access to the Contractor's production system(s). The Contractor shall make available sixty (60) user accounts per CCN region to be assigned at the discretion of VA. The Contractor shall manage the list of user accounts based on approved users provided by VA COR throughout the PoP.

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

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

Deliverables: (See B.4 Schedule of Deliverables, for details.)

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

19.3 Reserved

19.4 Data Transmissions

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

- A. Nightly ETL's of specified data

19.5 Data Integrity

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

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

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

Deliverable: (See B.4 Schedule of Deliverables, for details.)

A. Monthly Data Integrity Report

B.4 SCHEDULE OF DELIVERABLES

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

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

Government Acceptance

The COR will have (10) business days after receipt to review deliverables, notate deficiencies, or make other comments. The Contractor shall have five (5) business days after receipt of returned deliverables to make corrections. Upon receipt of the resubmitted deliverables, the COR will have five (5) business days for final review prior to acceptance or providing documented reasons for rejection for failure to comply with Contract requirements. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) business days to correct the rejected deliverable and return it per delivery instructions.

B.4.Table . Schedule of Deliverables

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

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
6	2.2.2	A	CCN Deployment Plan	Five (5) days prior to kickoff meeting and updated monthly thereafter until completion of deployment	VA Program Manager, COR, Contracting Officer
7	2.3	A	Risk Management Plan	Five (5) days prior to kickoff meeting and updated as needed	VA Program Manager, COR, Contracting Officer
8	2.3	B	Project Risk Register	Five (5) days prior to kickoff meeting and updated as needed but at least monthly	VA Program Manager, COR, Contracting Officer
9	2.4.1	A	Quality Assurance Plan	Five (5) days prior to the kickoff meeting and updated annually thereafter	VA Program Manager, COR, Contracting Officer
10	2.4.2	A	Quarterly Progress Reports	First report due at the end of the federal fiscal quarter following award and then quarterly thereafter	VA Program Manager, COR, Contracting Officer
11	2.4.2	B	Monthly Progress Reports	Monthly, by the 10 th day of each month	VA Program Manager, COR, Contracting Officer
12	2.5	A	CCN Communications Plan	Five (5) days prior to the kickoff meeting and updated as needed thereafter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
13	2.7	A	Documentation of Accreditation	At time of award or upon receipt, as applicable, and upon renewal thereafter	VA Program Manager, COR, Contracting Officer
14	2.8	A B C D	Initial: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 – Subcontractor Report SOC 2, Type 2 – Subcontractor Report	Shall cover a minimum of nine (9) months from contract award and be submitted NLT July 31 st of the first year of performance	VA Program Manager, COR, Contracting Officer
15	2.8	A B C D	Subsequent SOC Reporting: SOC 1, Type 2 – Prime Report SOC 2, Type 2 – Prime Report SOC 1, Type 2 – Subcontractor Report SOC 2, Type 2 – Subcontractor Report	Shall cover a minimum of 12 months and be submitted NLT July 31 of each performance year after initial report, except as directed by VA in the implementation year	VA Program Manager, COR, Contracting Officer
16	2.8	E	SOC 1 and SOC 2 Bridge Letter	Fifteen (15) days after the end of VA's fiscal year	VA Program Manager, COR, Contracting Officer
17	2.7.2	F	Corrective Action Plan	Seven (7) business days after written notification that the CAP is required	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
18	2.8.2	A	Transition Out Plan and Update	Initial: One hundred eighty (180) days after award; Update: 7 days after request from the Contracting Officer	VA Program Manager, COR, Contracting Officer
19	2.8.2	B	Weekly status report of claims inventories and phase-out activities	Weekly following end of contract and start of transition to either VA or new Contractor	VA Program Manager, COR, Contracting Officer
20	Reserved				
20A	3.1.1	A	Waiver Request Form	Draft: Initial Waivers Requests at Contract Award On-going: When waiver is required	VA Program Manager, COR, Contracting Office
21	3.2.3	A	Telehealth Solution Plan	Five (5) days prior to the kickoff meeting and updated as needed thereafter	VA Program Manager, COR, Contracting Officer
22	3.4	A	CCN Healthcare Services Network Quality and Performance Criteria Template	Throughout the PoP	VA Program Manager, COR, Contracting Officer
23	3.4	B	High Performing Provider Quality and Performance Data	Thirty (30) days after HCD and updated no less than quarterly thereafter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
24	3.6	A	Network Adequacy Plan	Five (5) days prior to the kickoff meeting and VA requires a minimum of thirty (30) days for review and approval	VA Program Manager, COR, Contracting Officer
25	3.6	B	Network Adequacy Performance Report	Thirty (30) days after HCD and quarterly thereafter	VA Program Manager, COR, Contracting Officer
26	3.6	C	Network Adequacy CAP	Within ten (10) days of discovery of performance deficiencies	VA Program Manager, COR, Contracting Officer
27	3.7.1	A	Documentation of Accreditation/Annual Attestation	At time of award or upon receipt, as applicable, and upon renewal of	VA Program Manager, COR, Contracting
28	6.1	A	VA Support Call Center Training Documents and Response Scripts	Fourteen (14) days prior to HCD	VA SME identified by VA
29	6.2	A	CCN Provider Call Center Training Documents and Response Scripts	Fourteen (14) days prior to HCD	VA SME identified by VA
30	6.5	A	CCN Veteran Complaints and Grievances Process	Thirty (30) days prior to HCD	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
31	6.7	A	CCN Provider Satisfaction Survey Results	60 days following the conclusion of the survey quarter	VA Program Manager, COR, Contracting Officer
32	6.8	A	Contractor Call Center Operations and Customer Service Technology Performance Report	Monthly after HCD	VA Program Manager, COR, Contracting Officer
33	9.1	A	Medical Documentation Submission Plan	Ninety (90) days after contract award and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
34	10.1	A	Training Plan	Fifteen (15) days after kickoff meeting and updated annually after HCD and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
35	10.1.1	A	Annual Training Program Curriculum	Ninety (90) days after kickoff and annually thereafter and updated thirty (30) days prior to the effective date of any material change VA	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
36	10.2	A	Training Materials	Sixty (60) days after kickoff and annually thereafter and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
37	10.2	B	Review of Training Materials Report	Ninety (90) days after HCD and annually thereafter and thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
38	10.4	A	Training Results Mission Act Section 122 for Contractor	Due: Ninety (90) days after execution of the modification; every ninety (90) days thereafter	VA Program Manager, COR, Contracting Officer
39-47	Reserved				
48	12.1.1	A	Claims Processing Data Dictionary	Thirty (30) days after kickoff meeting and updated at least thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
49	12.3.1	A	Signature on File Procedure	Five (5) days prior to the kickoff meeting and updated thirty (30) days prior to any effective change	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
50	12.6	A	EDI 835 Transaction File	Daily after payment of first claim	VA Program Manager, COR, Contracting Officer
51	12.7.1	A	Coordination of Benefits Plan	Five (5) days prior to the kickoff meeting and updated at least thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
52	12.7.2	A	Other Health Insurance (OHI) Verification and Retrieval Plan	Five (5) days prior to the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
53	12.7.2	B	OHI Report	Weekly after HCD	VA Program Manager, COR, Contracting Officer
54	12.9	A	Quarterly Cost Avoidance and Recovery/Recoupments Report	Ninety (90) days after payment of first claim and quarterly thereafter within thirty (30) days following the last day of each quarter	VA Program Manager, COR, Contracting Officer

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

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
59B	12.12	D	Ad Hoc Reports	VA will request any <i>Ad hoc</i> report by email to the contract POC. The Contractor shall always provide <i>Ad hoc</i> reports five (5) business days after the request. Requests for <i>Ad hoc</i> reports will not exceed 24 <i>Ad hoc</i> reports per year.	VA PM, COR, CO
60	12.14.2	A	Quarterly IPERA Audit & Root Cause	IPERA samples are pulled and will be provided to the independent auditor by Improper Payment and Analysis (IPA). IPERA audit results are due ninety (90) days after samples are delivered to the independent auditor.	VA Program Manager, COR, Contracting Officer
61	12.14.3	A	Annual Auditing Plan	March 31 in the year prior to the review	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
62	12.14.3	B	Independent Auditor Quarterly Report	Quarter 1 of Year 1 is due March 31 of year 1, then each subsequent report is due quarterly on June 30 th , September 30, December 31 st , and March 31 st for the PoP	VA Program Manager, COR, Contracting Officer
63	12.14.3	C	Annual Independent Auditor Statistical Projection of Improper Payments	June 1st	VA Program Manager, COR, Contracting Officer
64	12.14.3	D	Post Audit Findings and Recovery Report	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting Officer
65	Reserved				
66	12.15.2	A	Overpayments Electronic File	Ten (10) days after the stated audit cycle	VA Program Manager, COR, Contracting Officer
67A	13.2	A	Provider Claim Denial Reconsideration Process	Five (5) days prior to the kickoff meeting and updated thirty (30) days prior to the effective date of any	VA Program Manager, COR, Contracting Officer
67B	13.2	B	Provider Claim Denial Report	At the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
68	14.1	A	Clinical Quality Monitoring Plan	Five (5) days prior to the kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
69	14.2	A	Quarterly Clinical Quality and Patient Safety Issues Report	Ninety (90) days after HCD and Quarterly thereafter	VA Program Manager, COR, Contracting Officer
70	15.1	A	Monthly Electronic Urgent/Emergent Prescription Report	Thirty (30) days after HCD and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
71	15.1	B	Monthly Electronic Prior Authorization Report (To Include Continued Need Justifications)	Thirty (30) days after HCD and updated monthly thereafter	VA Program Manager, COR, Contracting Officer
72	15.1	C	Summary of Opioid Dispensed	Thirty (30) days after HCD and updated monthly	VA Program Manager, COR, Contracting Officer
73	Reserved				
74	Reserved				
75	15.2.1	A	Monthly Urgent/Emergent Prescription Performance Metrics Report	Thirty (30) days after HCD and monthly thereafter	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
76	15.4	A	Electronic Disaster Response Prescription Report	Monthly during the period for which services are provided and for ninety (90) days following the end of the service	VA Program Manager, COR, Contracting Officer
77	18.2	A	Continuity of Operations Plan	Fifteen (15) days after kickoff meeting and updated thirty (30) days prior to the effective date of any material change	VA Program Manager, COR, Contracting Officer
78	18.2	B	Continuity of Operations Report	Monthly after HCD	VA Program Manager, COR, Contracting Officer
79	18.15.1	A	Network Provider File	Initial: 30 days prior to HCD	VA Program Manager, COR, Contracting Officer
80	18.15.1	B	Network Provider Change File	Weekly after the initial, Network Provider File up until HCD; Post HCD every two (2) – four (4) weeks as directed by the Contracting Officer/COR	VA Program Manager, COR, Contracting Officer

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
81	18.17.3	A	Final Section 508 Compliance Test Results	Due at HCD	VA Program Manager, COR, Contracting Officer
82	19.2	A	Contractor Data Repository	Sixty (60) days prior to HCD	VA Program Manager, COR, Contracting Officer
83	19.2	B	Data Definitions Dictionary	Five (5) days prior to the kickoff meeting	VA Program Manager, COR, Contracting Officer
84	19.4	A	Nightly ETL's of specified data	Daily after HCD	VA Program Manager, COR, Contracting Officer
85	19.5	A	Monthly Data Integrity Report	One (1) week after HCD and monthly thereafter	VA Program Manager, COR, Contracting Officer
86	B.2 Subsection 5 CLIN XY13	A	All Technical Data in accordance with Section B.5 and B.2.5	As indicated throughout B.2.5 and prior to contract closeout	VA Program Manager, COR, Contracting Officer
87	RESERVED				

Item	PWS Task	ID	Deliverable Description	Due Date	Electronic Submission to:
88	B.8, 1.4.5.	A	Annual PMPM Reconciliation Report	Ninety (90) days after option year / contract year	VA Program Manager, COR, Contracting Officer
89	18.8	A	Screen Shots and Wire Diagrams of Contractor Self Service Website	Draft: 30 days after the Kickoff meeting Final: 15 days after Government review	VA Program Manager, COR, Contracting Officer
90	2.3.1	A	Implementation Strategy	Five (5) days prior to kickoff meeting and updated as needed	VA Program Manager, COR, Contracting Officer
91	6.6	A	Responses to Congressional Inquiries	Within Five (5) days of VA's Request	VA Program Manager, COR, Contracting Officer

B.5 PRICE/COST SCHEDULE

1. CLIN DESCRIPTIONS/SCHEDULE OF SERVICE

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

Type	CLIN	Title	UNIT/Directions/Extended description	BASE	OY1	OY2	OY3	OY4	OY5	OY6	OY7	Extend *
Informational	XY01	Medicare (rates) for Health Services	Up to 100% Medicare									
Informational	XY03	Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic	Up to 100% Medicare									
	XY04	Home Health Care	Summary CLIN, not separately priced (NSP)									
Informational	XY04AA	Skilled Home Health	Up to 100% Alaska VA Professional Fee Schedule									
Informational	XY04AB	Unskilled Home Health	Up to 100% Alaska VA Fee schedule									
Priced	XY05	Seasonal Influenza Vaccination	Each, \$									
Informational	XY06	General Health Services using Alaska VA fee	Up to 100% Alaska VA Fee Schedules									
Informational	XY07	Maximum Allowable Charges Schedule	Up to 100% Maximum Allowable Charge									
Informational	XY08	Home Infusion Therapy	Up to 100% of the Alaska Fee Schedules									
	XY09	Urgent/Emergent Prescriptions	Summary CLIN, not separately priced (NSP)									
Priced	XY09AA	Brand Name Medication	Percent of AWP									
Priced	XY09AB	Generic Medication	Percent of AWP									
Priced	XY09AC	Dispensing Fee	Each in \$/prescription									
Informational	XY10	Dental Services	Up to 100% Alaska VA Fee schedules									
	XY11	Administrative Services	Summary CLIN, NSP									
Priced	XY11AA	Administrative Services for Healthcare Services	\$ Price for Each Active Veteran per month									
Priced	XY11AB	Administrative Services for Dental	\$ Price for Each Active Veteran per month									
Priced	XY11AC	Administrative Services for Pharmacy Benefit Management (PBM)	\$ Price for Each Active Veteran per month									
Priced	XY11AD	Administrative Services for Assisted Reproductive Technology (ART) Services	\$ Price for Each Collateral (donor/spouse) per month									
	XY12	Implementation and Transition Out	Summary CLIN, NSP									
Priced	XY12AA	Implementation - Provider Network	Lump sum \$ price based on target # of providers signed									
Priced	XY12AB	Implementation - IT	Lump sum \$ price based on IT system being ready for operation									
Priced	XY12AC	Implementation - Project Management	Lump sum \$ price paid on staffing goals achieved									
Priced	XY12AD	Transition Out	Optional Lump sum \$ price									
Informational	XY13	Data	Contractual CLIN, no defined price.									
Priced	XY14	Agreed Upon Procedures Audit	Total price									
Informational	XY20	Assisted Reproductive Technology Services	Up to 100% Maximum Allowable Charge									
	XY21	Disaster Response Medication	Summary CLIN, NSP									
Priced	XY21AA	Brand Name Medication (Disaster Response)	% of AWP, must be identical to XY09AA									
Priced	XY21AB	Generic Medication (Disaster Response)	% of AWP, must be identical to XY09AB									
Priced	XY21AC	Dispensing Fee (Disaster Response)	Must be identical to XY09AC									
	XY22	Tribal rates for Tribal providers only	Up to 100% Tribal fee schedule, Summary CLIN, NSP									
Informational	XY22HI	Tribal Inpatient hospital services per diem (IHS rate) (excludes physician/practitioner services)	Up to 100% Per patient per IHS all inclusive inpatient hospital per diem rates									
Informational	XY22HO	Tribal Outpatient hospital services all inclusive per visit (IHS rate)	Up to 100% per encounter per the adjusted IHS all inclusive rate									
Informational	XY22AS	Tribal Ambulatory Surgical Services	Up to 100% Medicare rates for free standing surgical centers.									
Informational	XY22CO	Tribal Clinic Services, including certified community health aid services	Up to 100% per visit per the IHS all inclusive outpatient rate									
Informational	XY22MD	Physician and practitioner services at Tribal hospitals and non-Medicare services at free standing surgical	Up to 100% Alaska Professional VA fee schedule.									
Informational	XY23	Transplant in-patient services	Up to 100% Maximum Allowable Charges									
Informational	XY24	Telehealth Facility Support	Up to 100% per HCPCS Q3014 for telehealth originating sites facility fee per encounter									

Footnotes/instructions for schedule of services, aka, pricing template

* "Extend" refers to the option to extend the contract for up to 6 months and shall be in accordance with 52.217-8 & 9. Such an extension shall be charged at the same price/rate as used in the last exercised option year. For evaluation purposes this period shall be assumed to be 6 months.

** All references to Medicare rates are to the locality adjusted Medicare Rates.

Light gray is N/A, prices governed by existing rates. Nothing should be input into gray cells.

The cells are locked to prevent input. While VA does not recommend unprotecting the sheets, the password to unprotect is a blank/null entry. Green cells with diagonals will auto-populate based on other green cells.

CLINs XY02, XY15-XY19, and are reserved for consistency of numbering with other regions. XY13 is NSP.

For II CLINs with the "up to" language in this price table, the "up to" language reflects the scenario in which the Contractor is billing the VA something less than the full CLIN price ("the adjusted price"), per section B.5.2 in the RFP. The "up to" language does not alter the CLIN price.

2. CLIN SPECIFIC DESCRIPTIONS

Region 5 CLINs can be categorized, grouped, and organized by several independent dimensions; which are:

- Informational or Priced
- Standardized CCN contract sequential numbering system
- Specific and general categories of health services that is of special interest to VA or has unique characteristics
- Method or fee schedule used for establishing payment rates (specific single method or method dictated by business rules)

CLINs labeled as informational have established prices, e.g, fee schedules, that the Offeror cannot influence. Priced CLIN are those CLINs where the Offeror is required to propose a price or percentage.

VA's payment to the Contractor for CLINs X001, X003, X004, X006, X007, X008, XY10, XY20, XY22, XY23, and X024 will be the lesser of the value paid to the CCN provider (the "adjusted price") or the rate identified in the applicable CLIN (the "ceiling price"). This will occur each instance the CCN provider invoices the Contractor at a rate less than the applicable CLIN price. Regardless of whether VA's payment to the Contractor is the adjusted price or the ceiling price, VA's payment will constitute payment in full for services rendered. The CLINs listed in this paragraph are considered a pass-through of invoice amounts from the CCN provider to the Contractor to the VA.

Pricing for all CLINs is predetermined in accordance with the following business rules in the order listed:

- Services associated with Tribal services described in CLIN XY22 use CLIN XY22,
- Service that is associated with a well-defined specialty category follow the directions for that category,
- General health service that is defined on an Alaska VA fee schedule use CLIN XY06. Several other CLINs use the Alaska VA fee schedules and are described in the paragraph on CLIN XY06
- Out of network provider reimbursement rates: The Contractor shall reimburse Out-Of-Network providers for services provided under a CCN approved referral. The Contractor shall invoice the VA the lesser of the amount billed by the out of network provider or the rate identified in CLIN XY06 regardless of the amount paid by the Contractor to the out of network provider. All care provided to a Veteran must be included on an approved CCN referral (SEOC). The care provided to Veterans referred for care without an approved referral will be the sole financial responsibility of the Contractor.
- When CLIN X006 does not include a rate or the service is not listed in the CLIN X006 file, the Contractor shall use CLINX007 maximum VA allowable charge.

- When CLIN XY20 is used the Contractor shall be reimbursed at the CLIN XY07 reimbursement rate.

Informational CLIN XY01, Medicare (rates) for General Health Services. For these services, use CLIN XY06 to invoice VA.

Informational CLIN XY03, Urgent/Emergent Durable Medical Equipment (DME), Medical Devices, Orthotics, and Prosthetic items is for purchases against this CLIN that are not bundled under other healthcare services provided pursuant to the contract (e.g., hardware used in orthopedic surgery, prosthetic valves in cardiac surgery, implantable devices), pricing will be 100% Medicare rate for the products against this CLIN.

Informational CLIN XY04AA, Skilled Home Health (other than Home Infusion Therapy) contract pricing for this CLIN is 100% of the Alaska VA Professional Fee schedule if it exists for the item.

Informational CLIN XY04AB, Unskilled Home Health includes assistance with all daily living activities such as house cleaning, food preparation, grocery shopping, laundry, accompanying Veteran to medical appointments, e.g., Homemaker/Home Health Aide. Contract pricing is 100% of the Alaska VA fee schedules. See CLIN XY06 for more information on Alaska Fee Schedule.

Priced CLIN XY05, Seasonal Influenza Vaccination. This CLIN is for the administration and dispensing fees for the influenza vaccine (trivalent, quadrivalent, and high dosage). VA will pay the negotiated price for each vaccination. CLIN XY05 does not include the pricing for the influenza medications. Use CLIN XY06 to invoice for the influenza medications at CDC/Medicare rates.

Informational CLIN XY06, General Health Services. For these services invoice VA using Alaska VA Fee Schedule. Alaska has two VA fee schedules: Alaska VA Professional Fee Schedule, and the Alaska VA (station) Fee Schedule. The Alaska VA Professional Fee schedule takes precedence if the code can be found on that schedule. The VA fee schedule sets forth the applicable payment rate. These schedules are determined pursuant to the inpatient methodology described in 38 C.F.R. 17.55 and the outpatient methodology described in 38 C.F.R. 17.56. This CLIN does not include specific health services that may utilize Alaska VA fee schedules, but are defined elsewhere: CLINs XY04, XY10 and XY22.

The Alaska VA (station) Fee Schedule amount is determined by the authorizing VA medical facility, which ranks all billings (if the facility has had at least eight billings) from non-VA facilities under the corresponding procedure code during the previous fiscal year, with billings ranked from the highest to the lowest. The VA fee schedule will be provided as a link to the VA Fee Schedule webpage:

(https://www.va.gov/COMMUNITYCARE/revenue_ops/Fee_Schedule.asp)

Alaska is represented by a single station code (463) and a single facility (ANC) within the national VA (station) Fee Schedule file.

The Alaska VA Professional Fee schedule is based on historic Medicare rates adjusted for the Alaska pricing environment 38 C.F.R.17.56.

The two schedules have different update cycles. The Alaska VA (facility) fee schedule has a major release of October 1 and is for the next 12 months, with quarterly updates as needed. The Alaska VA Professional Fee Schedule is based on a calendar year.

For all applicable CLINs utilizing VA fee schedules, and in the event an updated Alaska VA fee schedule is not available prior to its planned applicability start date (October 1st or January 1st), and services have been performed after the start date, payment will be based on the most recent published fee schedule. The Contractor will have 30 days to implement the updated VA fee schedule from the date it is posted/provided to the Contractor. For VA fee schedule changes, VA may classify some rate revisions as retroactive. Contractor will use date of service to determine applicable rate. Contractor will reprocess affected claims at the new rate if the new retroactive rate is higher than the previously active rate but will not proceed with collections if the retroactive rate revision is lower than the previous rate.

Informational CLIN XY07, Non-Medicare, Non-VA Fee Schedule - Medical and Surgical Healthcare Services. When a given medical procedure is not payable, i.e., is not included in Alaska's VA fee schedules, VA will reimburse the healthcare claims up to the Maximum Allowable Charges (Attachment 12)

Priced CLIN XY08, Home Infusion Therapy (HIT). HIT will be paid per the general order of precedence listed in the business rules listed in this section (Alaska Fee Schedules, then proposed percentage of billed charges). In absence of an associated/established Alaska VA fee, HIT services will be paid at the Contractor's percentage of billed charges and VA will not reimburse in excess of proposed percentage (%) of billed charges for HIT services. The Contracting Officer will only authorize payment for this CLIN when accompanied by adequate documentation and the Contractor will be reimbursed at the percent proposed. Home infusion drugs will be billed at CLIN XY09 rates.

Priced CLIN XY09, Urgent/emergent Prescriptions is a summary CLIN and therefore is not separately priced (NSP). The Contractor may invoice VA for urgent/emergent Prescription when these are dispensed by pharmacies in the Contractor's network without charge to the Veteran. VA will reimburse the Contractor for brand name and generic medication at the firm fixed price based on percent Average Wholesale Price (AWP). The Contractor may also invoice the dispensing fee at the firm fixed price for each dispensing activity.

- Priced Sub CLIN XY09AA – Brand Name Medication
- Priced Sub CLIN XY09AB – Generic Medication

- Priced Sub CLIN XY09AC – Dispensing Fee

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

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

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

Priced CLIN XY11AB, Administrative Services for Dental are based on a PMPM model.

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

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

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

Priced Sub CLINs XY12AA, 12AB, 12AC Implementation: Implementation prices and milestones shall be subdivided into those associated with implementation of the: provider network (12AA), information technology (IT) (12AB), and project management (12AC). Upon satisfactory completion of the start-up/implementation milestones identified and accepted in the contractor's implementation plan the Contractor shall invoice in accordance with the firm fixed

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

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

Informational CLIN XY13, Data. This CLIN includes all services associated with delivery of data throughout performance and at the end of the contract. This CLIN also includes services to comply with Section B.2 (Data Rights). This CLIN is not separately priced (NSP). See Section B.4 Schedule of Deliverables item 86 for associated deliverables.

Priced CLIN XY14, Agreed Upon Procedures Audit. The Contractor will be paid the price of the third-party auditor to perform and report the Agreed Upon Procedures audit of payments task under the contract, as described in section 12.14.3 of the PWS, and to submit the required associated deliverable items, as listed in Section B.4 Schedule of Deliverables. The "price of the third-party auditor" shall only encompass the price attributed to auditing services. Payment shall be made quarterly upon acceptance of the Post Audit Findings and Recovery Report by VA. For the first and last year, the price will be prorated by number of quarterly audit reports delivered in the year or extension.

Informational CLINs XY20, Assisted Reproductive Technology (ART) Services. This CLIN is to be used for all healthcare and providers associated with the ART authorizations. IVF benefits are limited to Veterans with applicable service-related disabilities per law 38 C.F.R. 17.380.

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

Infertility Female SEOC

Infertility Male SEOC

IVF Female SEOC

IVF Male SEOC (Should these SEOCs be retained, because they are also in Attachment AM)

VA will reimburse to the Maximum Allowable Charges (Attachment 12).

Priced sub CLINs XY21AA, XY21AB, and XY21AC are identical to XY09 sub CLINs with the exception that they are only invoked for disasters, and the supplied prescriptions can cover up to 30 days per PWS Section 15.4. The Contractor may invoice VA medications dispensed by pharmacies in the Contractor's network without direct charges to the Veteran during a specified and approved "Disaster Response" realized scenario. VA will reimburse the Contractor for brand name and generic medication at the negotiated firm fixed price based on percent of AWP. The Contractor shall invoice the dispensing fee at the proposed firm fixed price for each dispensing activity.

NSP CLIN XY22 covers the cost of healthcare provided by Tribal Health Services under the CCN contract.). CLIN XY22 consists of five sub CLINs.

Informational Sub CLIN XY22HI is for payment for Tribal inpatient hospital services per diem (it excludes physician/practitioner services). Indian Health Services (IHS) All Inclusive Inpatient Hospital Per Diem Rates are applicable.

Informational Sub CLIN XY22HO is for payment for Tribal Outpatient services all-inclusive per visit (it excludes physician/practitioner services). Reimbursement will be made per encounter, per Medicaid rate negotiated each year under which the physician/practitioner services are eliminated from the all-inclusive rate approved by IHS under the title "Outpatient per Visit Rate excluding Medicare. " Physicians/practitioners shall be paid the VA Alaska professional fee schedule.

Informational Sub CLIN XY22AS is for payment for Tribal Ambulatory Surgical Services. Payments will be made per patient per Medicare rates for free standing surgical centers. Physicians and other services which are not included in such rates shall be paid via VA Alaska fee schedules.

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

Informational Sub CLIN XY22MD is for payment of physician and practitioner services at Tribal hospitals and non-Medicare services at free standing Tribal

surgical centers. Payment shall be made at VA Alaska Professional Fee Schedule rates.

Informational CLIN XY23 covers the cost of in-patient transplant related healthcare. For these services VA will reimburse the Maximum Allowable Charges (Attachment 12).

Informational CLIN XY24 will be reimbursed per HCPCS Q3014 for telehealth originating sites facility fee per encounter. These costs are in addition to remote medical personnel charges.

B.6 PERFORMANCE INCENTIVE PLAN

The contract includes an Incentive Plan as part of Attachment B-T, “Quality Assurance Surveillance Plan (QASP) and Incentive/Disincentive Plan”. The Contracting Officer retains the unilateral right to amend the Incentive Plan prior to the start of any performance period.

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

B.7 ORDERING PROCEDURES

VA will execute orders by either one of two different processes, described below, and the Contractor will provide service in accordance.

Part A: Ordering Administrative, Implementation and Transitioning Out CLINS.

VA Contracting Officer (SAC) will issue Task Orders for Administrative (XY11), CLIN XY05, CLIN09AC, CLIN XY12 (Implementation and Transition Out), CLINXY14 and CLIN21AC.

For all other services, an approved referral will be provided as specified in Part B.

Part B: Ordering of Healthcare services (Referrals)

Designated VHA government personnel will request Health Care services via approved referrals provided to the Contractor through Health Information Exchange (HIE) or VA's Data Access Service (DAS). The Contractor shall cause care/service to be provided, in accordance with the terms and conditions set forth in the contract.

The Contractor shall accept referrals and provide service once received in the electronic system. The provision of healthcare services shall be limited to that set forth in the VA Approved Referral.

For Care Services requiring (Prior Authorization), under Section 7.0 Contractor shall follow process in Section 7.0 and Table 11 to obtain the order. Services not included in the Approved Referral must be requested by the CCN Provider(s) as a new Approved Referral request. Services provided by CCN Providers not included in the scope of an Approved Referral will not be reimbursed. For any care provided under this contract, Contractor shall not invoice VA unless an Approved Referral has been issued by VA.

B.7.1. Ordering of Healthcare Services

Designated VHA government personnel will determine the medically necessary health care services VA will provide and a copy of the approved referral will be communicated to the contractor through electronic means (HSRM, Health Information Exchange (HIE) or VA's Data Access Service (DAS)). The Contractor shall accept referrals and provide service once received in the electronic system. The provision of healthcare services shall be limited to that set forth in the VA Approved Referral.

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

1. Approved Referral Number
2. Primary and Secondary Payer Status
3. Referral From Date
4. Referral To Date
5. Veteran Name

6. Master Veterans Index Internal Control Number (MVI ICN)
7. Veteran Address
8. Veteran Telephone Number (Optional)
9. Standard Episode of Care
10. VA Primary Care Provider (if applicable)
11. Contract number
12. Date referral submitted to provider
13. Task CLINXXX (e.g. CLINX006) (optional)
14. CCN NPI Number (optional)
15. Date of Appointment (optional)
16. Reserved
17. Other Health Insurance Information (optional)
18. VA prescription written by a VA provider

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

B.8 INVOICES

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

Medical Service Invoices - Invoices for the delivery of medical services are medical service invoices prepared and submitted by the Contractor for reimbursement of healthcare Claims. For any care provided under this contract, Contractor shall not invoice VA unless an Approved Referral has been issued by VA. These invoices shall be in accordance with the rates as defined in the Schedule of Services. For out of network providers, the Contractor shall invoice the VA the lesser of the amount billed by the out of network provider or the rate identified in CLIN XY06 regardless of the amount paid by the contractor to the out of network provider. For invoices considered for payment the Contractor shall provide a complete Coordination of Benefits (837 COB) transaction that includes the following:

- a. VA Approved Referral number (with the exception of the seasonal influenza vaccine and Urgent Care),
- b. Reserved
- c. Billed charges,
- d. Paid amount, Amount paid by Contractor to provider(s),
- e. Other Health Insurance (OHI) company name, (when applicable)
- f. Internal Control Number (ICN) (i.e., Claim number),
- g. Julian date, indicating the actual date of receipt for all Claims (paper or electronic),
- h. Provider name and address,
- i. Provider NPI number (when applicable),
- j. Tax Identification Number (for those without NPI),
- k. Date(s) of service,
- l. All industry standard 837 COB transactional data fields,
- m. If applicable, out-of-network healthcare invoice identification and
- n. VA prescription to a CCN pharmacy.

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

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

The Contractor shall submit to VA a daily transmission of claims the Contractor adjudicated and paid to CCN providers for healthcare services and pharmacy prescriptions via EDI 837 COB HIPAA Standard Transaction and National Council for Prescription Drug Programs (NCPDP) transactions including payment and remittance advice data using NCPDP 4k D.O. file structure with regard to pharmacy invoice files and submitted as .txt files. The Contractor shall submit Medical Service Invoices with Claims data to VA for reimbursement within thirty (30) days of Contractor's adjudicated Claim date.

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

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

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

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

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

Urgent/Emergent Prescription Claims Invoices

Invoices for Urgent/Emergent Prescriptions shall be submitted in the same manner as described in Medical Services Invoices (paragraph 1.0) above. Prescription

reimbursement will be consistent with the payment methodology described in the CLIN for Pharmacy CLIN XY09.

1.2 Urgent/Emergent DME and Medical Device Invoices

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

1.3 Administrative Invoices:

Invoices shall be submitted monthly in arrears for Administrative Fee CLINS in accordance with the instructions provided in FAR 52.212-4(g).

Monthly Per Member Per Month (Administrative Fees) CLIN XY11:

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

The Contractor shall submit Administrative Fee invoices based on the number of Active Veterans for the month covered under the invoice. The Contractor shall pay its individual CCN providers as proof of medical services rendered prior to submitting the PMPM invoice to Contracting Officer / COR. The Contractor shall submit PMPM invoices to the COR within ninety (90) days after the Contractor paid the CCN provider for services rendered. PMPM will not be paid for adjustments or corrections of healthcare service Claims. Invoicing for PMPM must include a supplemental data file of elements prescribed in below., taken from VA Approved Referrals and VA Prior Authorization numbers and EDI 835 payment transactions to CCN providers including the following at the Claim level:

- a. VA provided referral number (Approved Referral)
- b. VA Prior Authorization number
- c. Internal Claim Number (ICN) and (Patient Control Number)
- d. Date (s) of service for each Veteran included in the PMPM invoice month
- e. VA provided MVI/ICN for each Veteran included in the PMPM
 - f. Date Paid to CCN provider
 - g. Amount Paid
 - h. Billed Amount
 - i. Name of CCN Provider paid
 - j. CCN Provider NPI number
- k. PMPM CLIN (X011AA, X011AB, X011AC, X011AD)

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

business days to review VA justification and concur or provide evidence to support its non-concurrence.

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

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

File Name Format

File Name e (File Name will describe category of PMPM e.g., Admin Case Management, Disease Management, or Pharmacy)		
Field Name	Field Format	Sample Data
CCN	Text	CCN
PMPM Region Designation	Text	Region5
Invoice Start Date	Date	20170801
Invoice End Date	Date	20170831
File Extension	Text	.TXT

*Example File Name format:

CCN-Region5-20170801-20170831.txt

Per Member Per Month Record Format

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
Referral number	REF01, REF02	Data fields separated by "*"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Prior Authorization number	REF01, REF02	Data fields separated by "*"	Up to 50-character Alpha Numeric	G1* _____	G1 - Prior Authorization Number
ICN & Patient Control Number	CLM	Numeric		261515	

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
Date of service	DTM – SERVICE DATE	Date	CCYYMMDD	20160810	
MVI/ICN	REF*F8	Alpha Numeric	17 character Alpha Numeric	1008000002V340972	Original Reference Number
Date Paid	DTM - SERVICE DATE	Date	CCYYMMDD	20160810	
Amount Paid	CLP04 (Claim Payment Amount)	Accounting	Numeric w/2-digit decimal	751.50	
Billed Amount	CLP03 (Total Claim Charge) Amount)	Accounting	Numeric w/2-digit decimal	1323.64	
CCN Provider Name	NM103, NM104, NM105, NM106	Last, First, MI, Prefix	Data fields separated by "*"	DOE*JOHN*P*	
CCN Provider NPI number	PLB01 (Provider Identifier)	Numeric		6543210903	

Record Definition					
Field Name	Reference Designation	Field Format	Field Contents	Sample Data	Notes:
PMPM CLIN	REF02	Alpha Numeric	XX011AA	1011AA	Region ID, three numeric and two alpha characters

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

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

File Header Format

Header Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG5
Invoice Start Date	Date	CCYYMMDD	20170801
Invoice End Date	Date	CCYYMMDD	20170831
Number of Active Members billed this month	Numeric	Count of active members for this month	12345

Example Header format (first line in file):

REG1^20170801^20170831^12345

File Footer Format

Footer Definition (Monthly Invoice)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG5
Total Invoice Amount Paid	Accounting	Numeric w/2-digit decimal	25123.54

Total invoice Amount Billed	Accounting	Numeric w/2-digit decimal	259126.44
Total PMPM Record Count	Numeric	Count of records in file (Should match Active Member count in Header)	12345

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

Annual close out of administrative fees CLIN

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

Annual PMPM Reconciliation Report File Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG5
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

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

- Annual Reconciliation Report Record Format

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
MVI/ICN	Alpha Numeric	17 character Alpha Numeric	1008000002V340 972	Original Referen ce Number
ICN & Patient Control Number	Numeric		261515001	

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
VA provided referral number (Approved Referral)	Data fields separated by "*"	Up to 50-character Alpha Numeric	9F* _____	9F - Authorization Number
Referral Submitted for PMPM	"Y" or "N"	Alpha character	N	
Vendor Original Invoice Number	Alpha Numeric	Alpha Numeric	PS-00053169-01	
Original Invoice Accepted	"Y" or "N"	Alpha character	Y	
Prior Invoice Number (Multiples possible)	Alpha Numeric	Alpha Numeric	PS-00053169-01	Only populated if Original invoice was rejected
Reason for Rejection	Alpha Numeric	Up to 50-character Alpha Numeric	Invoice didn't match referral	Cannot use delimiter in text ("^")
Referral Submitted for PMPM (N)	"Y" or "N"	Alpha character	N	
Reason for Delay	Alpha Numeric	Up to 50-character Alpha Numeric	Claim didn't match referral	Cannot use delimiter in text ("^")
Potential Claim amount (Cost Estimate)	Accounting	Numeric w/2-digit decimal	751.50	
Estimated Claim payment date	Date	CCYYMMDD	20171210	

Record Definition				
Field Name	Field Format	Field Contents	Sample Data	Notes:
PMPM CLIN	Alpha Numeric	XX011AA	011AA	Region ID, three numeric and two alpha characters

Referral Submitted for PMPM and accepted:

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

Referral Submitted for PMPM and rejected:

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

01^Invoice didn't match

referral^^1011AA Referral not

submitted:

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

- Annual Reconciliation Report File Header Format

Header Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG5
Reconciliation Period Start Date	Date	CCYYMMDD	20170801
Reconciliation Period End Date	Date	CCYYMMDD	20170831

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

REG1^20170801^20170831

Annual Reconciliation Report File Footer Format

Footer Definition (Annual Recap Report)			
Field Name	Field Format	Field Contents	Sample Data
PMPM Region Designation	Text	Alpha Numeric	REG5
Active Membership Accepted Count	Accounting	Numeric	2415306
Active Membership Rejected Count	Accounting	Numeric	2516
Active Membership Delayed Count	Accounting	Numeric	1001

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

Example Annual Footer format (last line in file):

REG1^2415306^2516^1001

Deliverable: (See Section B.4 Schedule of Deliverables)

- Annual PMPM Reconciliation Report

1.4 Implementation Invoices

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

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

1.5 Incentive invoices shall be submitted on a quarterly, semi-annual or annual basis in accordance with the Fee Determining Official's final decision based on the calculations of the Incentive Fee Evaluations. Disincentive reimbursements shall be sent to VA by check (or) credited against the Contractor's PMPM as agreed upon by the Contractor and the Contracting Officer.

1.6 Government Invoice Address:

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

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

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2020)

(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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

[X] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[X] (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 (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) 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 (MAR 2020) (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 (MAR 2020) of 52.219-9.

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

☐ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (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 (MAR 2020) (15 U.S.C. 657f).

☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))

☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

☒ (32)(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.

☒ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(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).

☒ (36) 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.)

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(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.

☐ (41)(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.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (43)(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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(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.

☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (51) 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).

☐ (52) 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).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☒ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (62)(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

[X] (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).

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

[X] (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) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 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.

(vi) 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.

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

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiv)(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

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

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for 8-years and 6-months from award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this

contract in an amount of less than one episode of care for one unique Veteran, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. There is no maximum dollar single order limitation.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after to be inserted at award.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of Contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before

the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years and 6 months.

(End of Clause)

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR NUMBER	TITLE	DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-18	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	OCT 2018
52.227-14	RIGHTS IN DATA GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUNE 1987
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.8 852.203-70 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.9 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses (SDVOSBs) or veteran-owned small businesses (VOSBs) proposed as subcontractors in accordance with 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more SDVOSBs or VOSBs for subcontract work of the same or similar value.

Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

C.10 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

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

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled Veteran-owned small business concerns and Veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled Veteran-owned small business and Veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled Veteran-owned small businesses and Veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.11 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled Veteran-owned small businesses and Veteran-owned small businesses to

enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled Veteran-owned small business concerns or Veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

C.12 852.219-72 EVALUATION FACTOR FOR PARTICIPATION IN THE VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

This solicitation contains an evaluation factor or sub-factor regarding participation in the VA Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the offeror must provide with its proposal a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization approving the offeror's Mentor-Protégé Agreement.

(End of Clause)

C.13 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018) (DEVIATION)

(a) This solicitation includes the clause: 852.215-70, Service-disabled Veteran-owned and Veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

C.14 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice 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 below, the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment

requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of clause)

C.15 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

(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 healthcare 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: \$1,000,000 per occurrence; \$3,000,000 aggregate. 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 healthcare 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 within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under 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 healthcare 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. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

C.16 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

C.17 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <https://www.va.gov/oig/hotline/> and clicking on "FAR clause 52.203- 13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488- 8244 for further instructions.

(End of Clause)

C.18 GUARANTEED CONTRACT MINIMUM AND CONTRACT MAXIMUM

The guaranteed minimum for each period of performance is below. The guaranteed minimum will only be satisfied through payments to CLIN XY11 with the exception of the base period in which the guaranteed minimum through payments to CLIN XY12.

Minimum Base Period	\$2,000,000.00
Minimum Option Period(s)	\$690,000.00

The maximum contract value for the base and option periods for Region 5
\$5,000,000,000.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: CCN Reg 5 Attachment A - VA Medical Center Catchment Area by CCN Region

See attached document: CCN Reg 5 Attachment B - RESERVED

See attached document: CCN Reg 5 Attachment B-A– QASP Performance Requirement Summary 0001

See attached document: CCN Reg 5 Attachment B-T– Quality Assurance Surveillance Plan (QASP) and Incentive/Disincentive Plan 0001

See attached document: CCN Reg 5 Attachment C - QPR Template

See attached document: CCN Reg 5 Attachment D - MPR Template

See attached document: CCN Reg 5 Attachment E - Summary Demand Data

See attached document: CCN Reg 5 Attachment F - Projected Active Veterans

See attached document: CCN Reg 5 Attachment G - CCN Healthcare Services Network Quality and Performance Criteria Template

See attached document: CCN Reg 5 Attachment H – RESERVED

See attached document: CCN Reg 5 Attachment I - RESERVED

See attached document: CCN Reg 5 Attachment J - RESERVED

See attached document: CCN Reg 5 Attachment K – RESERVED

See attached document: CCN Reg 5 Attachment L – RESERVED

See attached document: CCN Reg 5 Attachment M - RESERVED

See attached document: CCN Reg 5 Attachment N – VHA Request Form for CCN DME Med Dev Orthotic and Prosthetic Items

See attached document: CCN Reg 5 Attachment O – Interconnection Security Agreement with MOU

See attached document: CCN Reg 5 Attachment P Q R – DAS Interface Control Document

See attached document: CCN Reg 5 Attachment S - CC Data Flow Diagram

See attached document: CCN Reg 5 Attachment T - RESERVED

See attached document: CCN Reg 5 Attachment U - Data Specification

See attached document: CCN Reg 5 Attachment V - MVI Identity Management Data Specification

See attached document: CCN Reg 5 Attachment W - Data Repository Schema

See attached document: CCN Reg 5 Attachment X - Dental Volumes by Station

See attached document: CCN Reg 5 Attachment Y - RESERVED

See attached document: CCN Reg 5 Attachment Z - Station Category of Care Provider Zip Unique

See attached document: CCN Reg 5 Attachment AA - Uniques by Rurality by Station

See attached document: CCN Reg 5 Attachment AB Pharmacy 14 Day Fills

See attached document: CCN Reg 5 Attachment AC - No Show Choice

See attached document: CCN Reg 5 Attachment AD - Dialysis Rurality Uniques

See attached document: CCN Reg 5 Attachment AE - RESERVED

See attached document: CCN Reg 5 Attachment AF - Home Infusion by Station

See attached document: CCN Reg 5 Attachment AG - Urgent vs Emergent Care

See attached document: CCN Reg 5 Attachment AH - RESERVED

See attached document: CCN Reg 5 Attachment AI – RESERVED

See attached document: CCN Reg 5 Attachment AJ – RESERVED
See attached document: CCN Reg 5 Attachment AK – RESERVED
See attached document: CCN Reg 5 Attachment AL – Community Care Network (CCN) Stakeholders List 0001
See attached document: CCN Reg 5 Attachment AM – ART/IVF Standard Episodes of Care
See attached document: CCN Reg 5 Attachment AN – RESERVED
See attached document: CCN Reg 5 Attachment AO - ART Codes by SEOC
See attached document: CCN Reg 5 Attachment AP - Alaska THP Facility List
See attached document: CCN Reg 5 Attachment AQ - Urgent Care Preventive Code Exclusion List
See attached document: CCN Reg 5 Attachment AR - SEOC's vs Health Benefits Package Categories
See attached document: CCN Reg 5 Attachment AS – Waiver Request Template
See attached document: CCN Reg 5 Attachment IA - RESERVED
See attached document: CCN Reg 5 Attachment TA - RESERVED
See attached document: CCN Reg 5 Attachment 1 - PWS Terms and Definitions
See attached document: CCN Reg 5 Attachment 2 - PWS Acronyms and Definitions
See attached document: CCN Reg 5 Attachment 3 - Questions Submission Format
See attached document: CCN Reg 5 Attachment 4 - Past Performance Questionnaire
See attached document: CCN Reg 5 Attachment 5 - VHA Patient Safety Handbook HB 1050.01
See attached document: CCN Reg 5 Attachment 6 - VHA OCC Patient Safety Guidebook
See attached document: CCN Reg 5 Attachment 7 – Past Performance References 0002
See attached document: CCN Reg 5 Attachment 8 - Pricing Template
See attached document: CCN Reg 5 Attachment 9 – Table Mapping
See attached document: CCN Reg 5 Attachment 10 – Veterans Involvement

See attached document: CCN Region 5 Attachment 11 - Enrollment System Core (ESC) Interface Control Document 0002

See attached document: CCN Region 5 Attachment 12 – Maximum Allowable Charges

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

The following is incorporated into 52.212-1 as an addendum to this solicitation:

1.0 GENERAL INSTRUCTIONS

1.1 This section provides requirements for preparing proposals, as well as specific instruction on the format and content of the proposal. Offerors are cautioned to follow the instructions provided in this section carefully to assure the Government receives consistent information. Each Offeror shall comply with the solicitation requirements and submit a clear, concise proposal that includes sufficient detail for the Government's effective evaluation. The instructions describe the type and extent of information required and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) and Attachments contained in this Request for Proposal (RFP) for further insight into the areas that shall be addressed within the proposal. Proposals will be evaluated on the written information submitted by Offeror. Offerors shall submit a well-written proposal with adequately detailed information which clearly demonstrates compliance with the solicitation requirements and allows for a meaningful evaluation by the agency. Clarity and completeness are essential. Data not submitted with the proposal but submitted previously or presumed to be known (i.e. previous projects performed for the United States Government) will not be considered as part of the proposal. The Government intends to make only one contract award from this solicitation. Multiple offers will not be accepted in response to this solicitation.

1.2 The Offeror's proposal shall include all data and shall be submitted in accordance with these instructions. **Failure to provide proposals in compliance with the instructions specified in this RFP may render the Offeror's proposal technically unacceptable and that proposal may not be further evaluated for an award.** The following acts or omissions by an Offeror may result in the CO finding Offeror ineligible for award:

- (1) Failing or refusing to assent to any of the terms and conditions of the solicitation or its amendments; or
- (2) Proposing additional terms and conditions of this solicitation; or
- (3) Failing to submit any of the information required by this solicitation; or
- (4) Failure to submit complete Volumes in the manner described for each Volume.

1.3 Section E applies to the solicitation phase only and will not be part of the resulting contract. FAR 52.212-3 Representations and Certifications (MAR 2020), shall be incorporated into the contract by reference per FAR 52.204-19. This information shall be submitted in proposal Volume I.

1.4 The Offeror should not simply rephrase or restate the Government's requirements in its proposal. The Offeror shall provide a clear explanation that addresses how the

Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities and experience, or information presented in the Offeror's proposal, plus any additional past performance information.

1.5 Offerors are advised that the Government will utilize The MITRE Corporation (herein referred to as "MITRE") to assist during the source selection. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR subpart. MITRE is a Federally Funded Research and Development Center (FFRDC) as authorized in 41 U.S.C. 1709(c) is bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data.

1.6 The Government shall evaluate your proposal in accordance with the evaluation criteria set forth within this solicitation. This RFP does not commit the Government to pay any of the costs associated with the preparation and submission of your proposal. By submitting a proposal in response to this solicitation, it is understood that your proposal shall become a part of the official contract file. Any resultant contract shall include all applicable clauses to the type of contract awarded. Copies of clauses may be obtained by contacting the CO. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, shall be included.

2.0 COMMUNICATIONS

2.1 The CO is the official point of contact for this solicitation. The CO has assigned a Contract Specialist (CS) to coordinate with Offerors for solicitation questions and submission of proposals. All solicitation documents for this requirement are available on the Federal Contract Opportunities website at <http://www.beta.sam.gov>.

2.2 The remarks, explanations, and answers provided by Government representatives, whether orally or in writing, shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a written amendment issued by the CO. **Contractor shall take no action unless directed by the Contracting Officer. VA shall not be liable for any services performed or costs incurred by Contractor outside of these terms.**

3.0 QUESTIONS AND SUBMISSION

3.1 All proposal Intentions and questions shall be submitted via email to the CO Christopher.Green1@va.gov, the CS Tamela.Grandberry@va.gov William.Milline@va.gov and SACCCNRegion5@va.gov.

3.2 Include the RFP number in the subject line of all proposal intention, questions, electronic proposal submissions. Indicate your intention to provide a proposal via email on or before close of business on the date specified on the Standard Form (SF)1449, Block 20.

3.3 All questions from potential Offerors regarding this solicitation shall be submitted via email on or before date/time specified on the SF1449, Block 20. Only written questions will be accepted. It is requested that all questions be combined into one Microsoft Word document per offeror and submitted in Attachment 3.

3.4 The electronic (e-mail) copy of proposals shall be submitted no later than the time specified in SF1449, Block 8, unless this date is changed via a formal amendment.

Electronic copy of the proposals shall be submitted to the CO Christopher.Green1@va.gov, the CS Tamela.Grandberry@va.gov William.Milline@va.gov and SACCCNRegion5@va.gov.

3.5 The Government is not responsible for confirming receipt. The CO and CS cannot guarantee a confirmation of receipt. In accordance with FAR 52.212-1(f), Offerors are responsible for submitting proposal to reach the Government office designated in the solicitation by the date and time specified in the solicitation. These e-mail inboxes are the Government office designated in the solicitation as defined in FAR 52.212-1(f)(1) for timely receipt of proposals. This does not include the initial point of entry to the Government infrastructure. Exceptions for late receipt of electronic submissions are specifically outlined in FAR 52.212-1(f)(2). Offerors are encouraged to familiarize themselves with this section and submit proposals no later than 5:00 PM one working day prior to the date specified for receipt due to the anticipated number of submissions that will enter the Government infrastructure. **Proposals received after the closing date and time shall not be accepted.**

3.6 PROPOSAL FILES. Offerors responses shall be submitted in accordance with the following instructions:

3.6.1 Format. The submission shall be clearly indexed and logically assembled. Each Volume shall be clearly identified and shall begin at the top of a page. All pages of each Volume shall be sequentially numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each Volume of the Offeror's submission. The Offeror's proposal shall consist of six (6) physically separated Volumes, in the format and quantities described below; the Volumes shall be legible, organized and marked as indicated.

3.6.2 All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the Table. Page size shall be no greater than 8 1/2" x 11" and shall be printed double-sided. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point; Arial or Times New Roman fonts are required. Character style shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less

than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY and are not bound by the 12-point font requirement. All proprietary information shall be clearly and properly marked. Footnotes to text shall not be used. **Additionally, Offerors shall not use hyperlinks or embedded files of any kind in any proposal Volume.** If included, these will not be reviewed or evaluated.

3.6.3 Page Limitations: Page limitations shall be treated as maximums. The cover letter, title page, Table of Contents, Table of Figures, List of Tables, organizational chart and glossary of abbreviations & acronyms do not count against page count limitations. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's response will not be evaluated by the Government. Proposal contents that exceed the stated page limitations will be removed from the proposal by the CO, prior to turning the proposal over to the Government evaluation teams and will not be considered in the evaluations. If the contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a Volume, will not be considered in the evaluations. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. A single sheet of paper printed on both sides constitutes two pages.

3.6.4 Note: Joint Photographic Experts Group (JPEG or JPG) images and similar formats containing text, tables, diagrams and charts are graphics files which are NOT searchable. If a picture or screen shot is the only way to provide the information, then the Offeror shall place it within a chart or table that contains a title or such narrative that would allow the Government to find it in a word search. Graphics shall be clear and legible for all documents and all content. Any content included in the proposal that is determined not clear and legible will not be evaluated. Elaborate brochures or documentation binding, detailed artwork, or other embellishments shall not be submitted and if submitted will not be evaluated.

3.6.5 Tables: If tables and/or charts, are used within Volumes II and III, the Offeror shall ensure the information is captured within the narrative portion of the proposal. The information does not need to be duplicated in its entirety in multiple locations, but the narrative should reference the tables and charts. No part of a Volume shall incorporate by reference portions of other Volumes of the proposal (e.g., Volume IV, Price Proposal, shall not be referenced in Volume II, Technical Proposal). Information may be referenced within the same Volume rather than duplicating the information within that Volume.

3.6.6 File Packaging: **Do not compress (zip) proposal files.** VA Network Security Operations Center (NSOC) has temporarily blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware event impacting many organizations. During this time, **.zip file extensions will be permanently stripped from email traffic and will not be recoverable.** Due to VA

email file size restrictions (10 MB), Offerors are encouraged to logically separate their proposal into separate emails (i.e. one email per Volume). If this is necessary, Offerors shall attempt to contain complete Volume within single email transmissions (and not split Volumes). Offerors are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission. Table 1 below contains the file name, page limits requirements, number of copies for each Volume:

Table 1: File Name, Page Limitations

Volume Number	Evaluation Factor	File Name	Total Page Limitations	Number of Electronic Copies (EMAIL)
An organizational chart shall be the first page in each Volume (I – VI). The organization chart shall identify and clearly describe the relationship of the prime offeror, parent organization, joint venture partner, affiliate or proposed subcontractor. There is no page limit on the Organization chart.				
Volume I	SF1449, Amendments & Other Documents	[OfferorName]Other.pdf	None	1
Volume II	Technical	[OfferorName] Technical.pdf	100	1
Volume III	Past Performance	[OfferorName] PP.pdf	Completed in Attachment 7 - 15 pages	1
Volume IV	Price w/Basis of Estimate (BOE) narrative and Performance-Based Milestone Schedule	[OfferorName]Price.xlsx [Offeror Name] BOE Price.pdf Performance Based Milestone Schedule.xlsx/pdf	Attachment 8 – None/ 33 pages per BOE narrative Performance based milestone schedule. None	1
Volume V	Veterans Involvement	[OfferorName]Vet.xlsx	Attachment X - None	1
Volume VI	Small Business Subcontracting Plan	[OfferorName]SBSP.pdf	None	1

4.0 VOLUME SUBMISSIONS

4.1 VOLUME I – SF1449, AMENDMENTS & OTHER DOCUMENTS

4.1.1 Volume I shall contain the signed original of all documents requiring the Offeror's

signature. The Offeror shall complete Attachment 9, "Table Mapping (TAB 1– Volume I)". Attachment 9 shall map the Offeror's proposal to the solicitation requirements in Volume I.

4.1.2 The Offeror's attention is directed to FAR subpart 9.5, Organizational and Consultant Conflicts of Interest. For the purpose of these provisions, the term "Offeror" means the Offeror, its subsidiaries, affiliates, partners and marketing consultants, as defined by FAR 9.501, or any of its successors or assignees.

4.1.2.1 The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the Organizational Conflict of Interest (OCI) restrictions identified in these provisions.

4.1.3.1 The Offeror acknowledges the full force and effect of these provisions. The Government reserves the right, in case of a breach, misrepresentation or nondisclosure, to terminate the resultant contract, disqualify the Offeror from subsequent related contractual efforts, or pursue any remedy permitted by law, regulation or the terms and conditions of this solicitation.

4.1.4.1 The Offeror shall submit in writing to the CO that, to the best of the Offeror's knowledge, there are no relevant facts or circumstances concerning any past, present, or potential contracts or financial interest relating to the work to be performed, which could give rise to an OCI as described in FAR subpart 9.5. In the event an actual or potential OCI exists, the Offeror shall submit a mitigation plan to the CO. The mitigation plan shall effectively demonstrate how the Offeror will mitigate any actual or potential OCI while supporting this contract and any other VA contract. The Offeror shall also provide the CO with information of previous or ongoing work that is in any way associated with this solicitation. The Offeror shall include this OCI documentation in Volume I.

4.1.5.1 The CO will review all mitigation plans to determine whether award to the Offeror is consistent with FAR subpart 9.5. If the CO determines that no conflict would arise or that the mitigation plan adequately protects the interest of the Government; the Offeror will be eligible for award. If the CO determines that the mitigation plan is inadequate, remedial actions will be considered, including elimination from the solicitation process, termination of related contract efforts already awarded, or negotiation of the mitigation plan.

4.1.6.1 The Offeror's attention is directed to FAR part 3 and VAAR 803, Improper Business Practices and Personal Consultant Conflicts of Interest. Offerors shall use their legal name and not a shortened version that could be confused with a parent company or other corporation. Use of an acronym is permissible after the first usage of the full legal name in each Volume. The Offeror shall clearly state when its proposal is speaking of itself, its parent company, or a subsidiary.

4.1.7.1 Use of former VA/Office of Community Care (OCC)/VHA Employees in Proposal Preparation. The involvement of a former VA/ Office of Community Care (OCC) VHA Employees employee/member in an Offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof if the former VA/Office of

Community Care (OCC)/VHA employee/member acquired non-public, competitively-useful information in his or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror shall notify the CO *prior to* the involvement in the proposal preparation by a former VA/Office of Community Care (OCC)/VHA employee/member reasonably expected to have had access to such information.

4.1.8.1 Based on the notification, the CO will make a determination whether involvement of the former VA/Office of Community Care (OCC)/VHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The CO will further determine whether any mitigation measures taken or proposed by the Offeror are adequate to alleviate this concern or whether the Offeror will be disqualified from the competition. Failure to comply with these procedures may result in the Offeror's disqualification for award.

4.1.3 Offerors shall complete, sign, and date their offer at Blocks 30a through 30c of the SF1449 and any amendments, if any. Evaluation of proposals received in response to the solicitation is projected to require up to 10 months to complete. An official authorized to bind the firm shall sign the SF 1449, all amendment(s) (SF30s), and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. Proposal shall remain valid for 10 months after proposal submission.

4.1.4 The Offeror shall complete FAR provisions 52.209-2 Prohibition on Contracting with Inverted Domestic Corporation Representation (NOV 2015), 52.209-5 Certification Regarding Responsibility Matters (OCT 2015), 52.209-7 Information Regarding Responsibility Matters (OCT 2018), 52.209-11 Representation by Corporation Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal (FEB 2016), 52.212-3, Representations and Certifications (MAR 2020), if not completed in System for Award Management (SAM). All Offerors shall be certified in SAM (www.sam.gov) under NAICS code identified in SF1449, Block 10.

4.1.5 Contractors are hereby advised that any contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation may render the proposal technically unacceptable, and thus ineligible for award. This is a FAR-based contract, and all FAR clauses apply to this solicitation and resulting contract award.

4.1.6 The Offeror shall include a cover page for each Volume (Volume I-VI), identifying the Offeror's point of contact (POC) authorized to communicate throughout the solicitation process and who has full authority to bind the company. The Offeror shall provide the following POC information: Full name, title, e-mail address, phone number, fax number, and level of authority.

4.1.7 The place of performance for this solicitation is Alaska, the Offeror shall obtain the wage determination from the Department of Labor website, <https://beta.sam.gov/> . When selecting the wage determination, Offerors shall use active only key word search for the state "Alaska" for the place of performance of service employees based upon

their place of performance: proper state and proper county using the odd number wage determinations. The even number wage determinations are not applicable to this solicitation. The wage determination(s) used by the Offeror shall be submitted in Volume I. The CO will incorporate the most current version(s) of the applicable Wage Determination(s) as an attachment to the contract and will incorporate any revisions annually thereafter with the exercise of any option period. If the Offeror's employees are covered by a Collective Bargaining Agreement (CBA), the rates from the CBA shall be submitted in place of the wage determination(s) (See FAR subpart 22.1009).

4.1.8 Prior to award the apparent awardees will be subject to a responsibility determination in accordance with FAR 9.104. All Offerors shall submit documentation that demonstrates adequate financial resources. Adequate financial resources shall be demonstrated by submission of documentation that proves available cash balances for the Offeror, liquid assets that can be readily converted to cash, or irrevocable letters of credit in the amount of \$50,000,000.00. The financial information submitted or other information available will be considered by the CO in making a responsibility determination. Document shall be signed and original shall be included in Volume I. If an Offeror fails to submit the required financial information, it may result in the CO determining the Offeror non-responsive and ineligible for award of a contract.

4.2 VOLUME II- TECHNICAL

The Offeror shall clearly describe the technical solution and overall approach to the solicitation requirements as identified in the PWS which will be evaluated against the evaluation criteria specified in the solicitation. Merely restating the requirements does not constitute an approach and can result in a weakness or deficiency. Each subfactor shall only contain information related to that subfactor. The Offeror shall complete Attachment 9, "Table Mapping (TAB 2 – Volume II)". Attachment 9 shall map the Offeror's proposal to the solicitation requirements in Volume II. The Offeror's Technical Volume shall describe the following:

4.2.1 Technical Subfactor 1 – Corporate Experience

4.2.1.1 The Offeror shall describe the relevant corporate experience of its organization (including the prime offeror, parent organization, joint venture partner, affiliate **and/or** proposed major subcontractor) to manage a complex and comprehensive healthcare network similar to CCN. Similar is defined as similar in scope, magnitude of effort, and complexities that this solicitation requires (see definition in E.8 Addendum 52.212-2 Evaluation Factors).

4.2.1.2. **The Offeror shall describe its experience maintaining healthcare, dental and pharmacy networks similar in scope to the CCN requirements and its experience adjudicating resulting claims. Corporate experience will be determined to be similar in scope if it includes experience in maintaining a healthcare, dental, and pharmacy network and experience adjudicating resulting claims.**

4.2.1.3 The Offeror shall describe its experience providing healthcare to a beneficiary population and geographic reach similar in magnitude of effort to the CCN requirements. Corporate experience will be determined to be of similar magnitude of effort if the geographic area and the distribution of the population is equal or greater to that of AK. The geographic area for Alaska is 663,268 square miles². The population of Alaska is 738,432³ and there are 49,597⁴ enrolled Veterans.

4.2.1.4 The Offeror shall demonstrate that it has experience receiving, processing, and adjudicating claims similar in complexities to CCN (all-inclusive of all claims for healthcare, pharmacy, and dental). Corporate experience will be determined to be of similar complexities if it includes comparable experience to claims processing of 98% clean claims within 30 days (as required in PWS Section 12.4) and totaling at least \$110M.

4.2.1.5 The Offeror shall describe its experience providing healthcare to Rural and Highly Rural populations in Rural and Highly Rural areas and its experience addressing unique geographic challenges. Corporate experience will be determined to be of similar complexities if it includes experience providing healthcare to Rural and Highly Rural populations in Rural and Highly Rural areas and it includes experience addressing unique geographic challenges.

4.2.2 Technical Subfactor 2 – Build the Community Care Network

4.2.2.1 The Offeror shall describe how it will build the CCN of high performing providers in Rural and Highly Rural areas in Alaska. The Offeror shall describe its plan for utilization of the network access waiver request process (in PWS Section 3.1.1.) and its use of Telehealth and for which healthcare services the Offeror intends to use these solutions (in PWS Section 3.2.2) to meet network access standards defined in PWS Section 3.1. The Offeror shall detail when its network will be fully implemented to meet the requirements of Full Health Care Delivery in nine (9) months or less.

4.2.2.2 The Offeror shall provide a Draft Implementation Strategy in accordance with PWS Section 2.3.1 with a high-level IMS with milestones, only specifically addressing the following elements:

1. VA's Data Access Service (DAS) Integration
2. The provider network, including identification of high performing providers
3. Credentialing new and existing CCN providers
4. Data exchanges referenced in Section 19.0 Data Analytics

4.2.3 Technical Subfactor 3 – Manage and Maintain the CCN

² <https://en.wikipedia.org/wiki/Alaska>

³ <https://en.wikipedia.org/wiki/Alaska>

⁴ Attachment A Alaska VAMC Catchment Area

4.2.3.1 The Offeror shall describe a comprehensive management approach as to how it will monitor and manage its subcontractors and affiliates.

4.2.3.2 The Offeror shall describe its strategic Communications approach that details the key messages that shall be articulated to the internal Community Care stakeholders (listed in Attachment AL, CCN Stakeholder List), as well as the timing associated with the delivery of those messages. The approach shall contain the desired outcomes for the communications, as well as the vehicles for communications distribution. The approach shall also address timelines and milestones and identify measures to validate and improve communications. The approach shall address both routine and urgent communications to include:

1. Transition activities and milestones from PC3 to CCN (PWS Section 2.8.1)
2. Implementation (PWS Section 2.3.1)
3. Changes in Fee Schedule (B.6 Cost/Price Schedule)

4.2.3.3 The Offeror shall describe its approach to customizing its network to the VA Alaska Facility within Rural and Highly Rural areas in Alaska, including the approach to collaborating with the VAMC.

4.2.4 Technical Subfactor 4 – Clinical Quality

4.2.4.1 The Offeror shall describe how it will collect, track, trend and report data including concerns and improvement actions taken in accordance with PWS Section 14.2 to ensure patient safety, timely care, consistent and positive clinical outcomes, and collaboration with the VA.

4.2.4.2 The Offeror shall describe its Clinical Quality Peer Review structure to include governance, membership, framework, oversight, and its reporting and collaboration with VA and how this structure ensures patient safety, timely care, consistent and positive clinical outcomes, and collaboration with the VA.

4.3 VOLUME III – PAST PERFORMANCE

4.3.1 The offeror shall complete Attachment 7, “Past Performance References” in its entirety, listing up to five contracts/order/agreements for work performed in the past three fiscal years or currently being performed, for similar/same services described in the PWS. The Government will make a determination of recency and relevance (based on size and complexity of requirement). In Attachment 7, to establish relevance based on size the Offeror shall detail if the reference meets or exceeds \$100,000,000 in healthcare, dental and/or pharmacy claims paid within a 12-month period or if the healthcare services were provided in a geographic coverage area and population density less than 50 persons per square mile for the healthcare, dental and/or pharmacy network. To establish relevancy based on complexity the offeror shall detail if the reference includes payment of healthcare claims in accordance with Medicare payment

rules, transmission of healthcare claims using a clearinghouse, return of medical documentation and building a rural network.

4.3.2 Contracts/Orders/Agreements listed may include those entered into with the Federal Government, Agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition. For the purposes of this solicitation, if providing past performance reference of a proposed major subcontractor, that relationship must be explained. A major subcontractor is defined as first-tier subcontractor with a direct contractual relationship with the Offeror (identified on SF1449 Block 17a) who performs claims processing, operates a call center, and/or has a direct responsibility for managing or directing the dental care services or pharmacy services. A major subcontractor does not include providers, mobile dental clinics, related functions such as data entry or copying for core claims processing functions, nor does it include subcontractors performing functions not relevant to core dental insurance functions.

Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

4.3.3 Offerors shall indicate on Attachment 7 if there are any assessment report(s) available for each reference. In the event an assessment was not completed in CPARS for the reference, Offerors shall identify the reference point of contact (POC). In the event assessment report is not available, the Government may contact the reference point to complete the Past Performance Questionnaire (PPQ) (See Attachment 4 of this solicitation, it is provided only for informational purposes. Offerors are NOT required to return Attachment 4). **PPQs may be evaluated for any references the government chooses to contact including but not limited to those references that do not have assessment reports available in CPARS.**

4.3.4 The Government is not required to contact any references provided by the Offeror but may do so in its discretion. The Government may consider past performance information obtained through other sources which is reasonably available and determined to be relevant. Past performance information obtained will be used for both the responsibility determination and best value decision. Offerors shall indicate in the Past Performance Volume if they have no record of relevant or recent past performance. Past performance information obtained may be used for both the responsibility determination and best value decision

4.4 VOLUME IV – PRICE

4.4.1 Offerors shall submit their unit and one-time prices and percentages in Attachment 8, “CCN Reg 5 Pricing Template” (“Pricing Template” or “Schedule of Services”) and provide an explanatory narrative that the Offeror provides as the basis for their

proposed price. The Offeror's completed pricing template and narrative constitutes its offer to the Government. The electronic price proposal narrative shall be in Microsoft Word, and the price proposal calculations shall be in Excel. Submitted files shall contain all formulas, calculations, and worksheet/workbook links, if any, used to compute the proposed amounts. The formulas, calculations, and links shall not be hidden for the Government to verify the accuracy of the data. Print image files or those files/worksheets containing only values are not acceptable. Offerors shall provide a narrative description of its price proposal that shall clearly provide a Basis of Estimate (BOE) for CLIN Group B (please refer to CLIN Group B in Table 2) and describe any additional conditions upon which its price proposal is based. The BOE shall include 1) source of prices, 2) source of inflation index, 3) geographic location, 4) calculation steps that result in the proposed price, exceptions, 5) mapping to PWS requirements, 6) assumptions regarding access standards, and 7) any assumptions that impact the price proposal. The BOE will not be evaluated.

4.4.2 The Pricing Template, also known as the schedule of services, contains Contract Line Item Numbers (CLINs) with varying pricing methodologies. Some CLINs and sub CLINS use existing fee schedules (i.e., Alaska fee schedules, Tribal agreement rates, and Medicare rates) (please refer to CLIN Group A in Table 2). VA requires the Offeror to propose pricing for all priced CLINs, for each applicable year of the period of performance, i.e., populate all the green cells located in the "Main Pricing Sheet," of the Pricing Template file and submit in Excel .xlsx format. Note X always stands for the region number, i.e., 5, while Y stands for the varying year of the contract, with zero being the base year. Please refer to Section B, Schedule of Services, in the RFP document for a description of each of the CLINS. Table 2: Pricing Group Definition categorizes the CLINs into those that contribute to the total evaluated price (CLIN Group B, and those, that do not, CLIN Group A.

Table 2: Pricing Group Definitions

CLIN Group A	CLIN Group B
Pre-Priced/Informational (Not Priced by Offeror)	Priced (Price Proposal Required)
XY01, XY03, XY04, XY06, XY07,XY08 (subset using Alaska VA fee schedule) XY10, XY13, XY20, XY22, XY23, XY24	XY05, XY09, XY11, XY12, XY14, XY21; XY08 (subset where proposed % is applicable)

Note: Including sub CLINS, there are 17 Group B element

4.4.3 Note: The following CLINS XY02, XY15, XY16, XY17, XY18, and XY19 have been retained/reserved to align with other CCN acquisitions. CLIN XY13 has no price associated with it.

4.4.4 Main Pricing Sheet: The Offeror shall input their proposed prices/rates in the green colored cells for CLIN Groups B for base, and option periods, as applicable.

Offerors proposed prices for Option Period 7 will be used to determine the price for the optional extension period for evaluation purposes.

4.4.5 For XY05 Offerors shall only provide the unit price to administer and dispense a single flu shot. Cost of the flu serum should be captured under CLIN XY06 and will be the same for all Offerors. Offerors shall propose a unit price, in dollars, applicable across Region 5, for administering and dispensing flu vaccination to eligible Veterans.

4.4.6 For XY08 the Offeror shall propose a maximum percent of billed charges for situations where there are no Alaska VA fee schedule rates to demonstrate that VA obtains reasonable discounts consistent with what most large insurers receive.

4.4.7 For, XY09AA, XY09AB Offerors shall propose rates as a percentage of the AWP, one for branded (CLIN XY09AA) drugs and one for generic drugs (XY09AB), excluding dispensing fee, applicable across Region 5. In addition, Offerors shall propose a unit price dispensing fee, in dollars per prescription (XY09AC). For example, if the intent is to propose a percentage that is 20% lower than the standard specified, please state 80%; similarly, if the intent is to propose a rate that is 20% higher than the standard specified, please state 120%. XY09 shall be used for the urgent/emergent pharmacy needs of eligible Veterans.

4.4.8 For, XY11AA in addition to submitting the overall price, the Offeror shall provide a BOE that specifically address cost components of A) Network Maintenance, B) Claims and IT, and C) Management and other. The BOE that supports reasonableness may be submitted as additional excel tabs or as part of the narrative. Offerors shall propose a unit price, in dollars, for each Active Veteran per month for Sub-CLINs XY11AA, XY11AB, and XY11AC. For XY11AD, Offerors shall propose a unit price, in dollars, for each active collateral (donor/spouse) per month.

4.4.9 For CLINs XY12AA, XY12AB, XY12AC Offerors shall propose a lump sum price, in dollars, to be paid out based on milestones completed by the Offeror. Offerors should provide supporting detail with BOEs in the form of additional supporting Excel tabs or narrative. The detail should categorize costs as either AA) building out the network, AB) IT related, or AC) project management (preparation of formal deliverables etc.) and other. Offerors shall include milestones associated with meeting concrete goals of signing up a target number of providers, IT and claim system readiness, and achievement of Offeror proposed staffing goals. Offerors shall have flexibility on the number and timing of the milestones. The Offeror shall complete and submit a performance-based payment milestone schedule in Attachment 8, "CCN Reg 5 Pricing Template" (TAB 3 – PBM Schedule) associated with CLIN XY12AA-AC to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones.

4.4.10 For CLIN XY12AD, Offerors shall propose a lump sum price, in dollars, for total incremental cost to transition-out above and beyond the status quo, applicable if

Transition Out services are exercised by VA in a specific option year. The Offeror shall complete and submit a performance-based payment milestone schedule associated with CLIN XY12 to include a description of the milestones associated with the implementation plan and justification of proposed prices for identified milestones.

4.4.11 For CLIN XY14, Offerors shall provide a price of conducting each quarterly audit, composed solely of the independent subcontractor cost, maximum Other Direct Cost (ODC).

4.4.12 For CLIN XY21 Offeror's corresponding percentages/fees for XY21 shall be identical for corresponding Sub-CLIN of CLIN XY09. Only the volumes and proxy AWP price will differ in estimating the Offeror's Total Evaluated Price (TEP) of the CLIN. Sub-CLINs XY21 will only be exercised in the case of a disaster that prevents VA's mail order pharmacy from delivering drugs to Veterans. Prescriptions fills may be for 30 days under this CLIN.

4.4.13 RESERVED

4.4.14 If an offer is not received from a HubZone small business concern, the price evaluation will ignore the price evaluation preference for HubZone small business concerns (**FAR 52.219-4**).

4.4.15 Price Rounding Issue - The Government requires Offerors to propose unit prices and total prices that are two decimal places and requires the unit prices and total prices to be displayed as two decimal places. Ensure that the two-digit unit price multiplied by the item quantity equals the two-digit total item price (there shall be no rounding). Offerors shall ensure that the actual values in the spreadsheet cells are no more than two decimal places even if values in the spreadsheet cells are formatted to display more than two decimal places.

4.5 VOLUME V – VETERANS INVOLVEMENT

4.5.1 For SDVOSB/VOSB concerns: In order to receive credit under this Factor, the prime contractor (identified on SF1449 Block 17a) shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. SDVOSB and VOSB Contractors are cautioned that they shall be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>) to receive credit under the Veterans Involvement Factor.

4.5.2 For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, the prime contractor (identified on SF1449 Block 17a) shall complete Attachment 10. Specifically, the Offeror shall provide the names and Data Universal Numbering System (DUNS) number of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, a provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors shall be

registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veterans Involvement Factor.

4.5.3 Note that the Government requires the Contractor to honor the evaluation factor commitment to the SDVOSB/VOSB concern throughout the life of the Task Order/Contract and any subsequent orders, or to substitute one or more SDVOSB/VOSB businesses for subcontract work of the same or similar value (percentage) in accordance with VAAR 852.215-71 Evaluation Factor Commitments.

With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

4.6 VOLUME VI – SMALL BUSINESS SUBCONTRACTING PLAN

4.6.1 NOTE: Subcontracting plans are not required from small business concerns. A small business offeror shall include a statement in the proposal certifying they are small business in SAM ([ww.sam.gov](http://www.sam.gov)) under NAICS identified in SF1449, Block 10.

4.6.2 Large businesses must establish a subcontracting plan with specific dollar and percent goals for subcontracting to small, HUBZone small, small disadvantaged, small women-owned, Veteran-owned small, and service-disabled Veteran-owned small business firms. This plan must be in place prior to contract award and is updated annually. More information is available at <https://www.va.gov/opal/nac/fss/sbsp.asp> including current subcontracting plan templates and VA's subcontracting goals/percentages. NOTE: This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved.

4.6.3 Network providers are not considered subcontractors for this acquisition, the network providers are still required to protect patient information and are required to be compliant with the Health Insurance Portability and Accountability Act of 1996. The providers are required to meet contractual obligations that flow down to the direct delivery of healthcare to ensure timely and high-quality care is provided to Veterans.

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of fixed price IDIQ with an incentive plan.

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

U.S. Department of Veterans Affairs

Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

Mailing Address:

U.S. Department of Veterans Affairs
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

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

(End of Provision)

E.4 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	OCT 2018
52.212-2	EVALUATION – COMMERCIAL ITEMS	OCT 2014
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018

E.5 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show

how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.6 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

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

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

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

(End of Provision)

E.7 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

E.8 ADDENDEUM 52.212-2 EVALUATION FACTORS

BASIS FOR AWARD

This is a competitive acquisition for the award of commercially available services. The acquisition will result in a single-award, Indefinite Delivery Indefinite Quantity (IDIQ) contract. This procurement is being conducted in accordance with FAR subpart part 12 in conjunction with the policies and procedures for solicitation, evaluation and award prescribed in FAR subpart part 15, VAAR 815, and evaluation factors herein after described.

The Offeror shall furnish adequate and specific information in its proposal response consistent with the instructions set forth in Section E.1. Cursory proposal responses that merely repeat or reformulate the PWS are not acceptable and will be eliminated from consideration before the evaluation. Failure to comply with the terms and conditions of the solicitation shall result in the Offeror being removed from consideration for award. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

The Government reserves the right to establish a competitive range. Further, the Government reserves the right, in accordance with FAR 52.215-1(f)(4) to reduce the number of contractors in the competitive range in order to conduct efficient competition. All Offerors excluded from competitive range will be provided notice. It is the Government's intent to award without discussions or exchanges with Offerors (except clarifications as described in FAR 15.306(a)). However, the Government reserves the right to hold discussions if the CO later determines necessary.

FACTORS TO BE EVALUATED (IN DESCENDING ORDER OF IMPORTANCE)

- Technical: The subfactors in technical listed below are of equal importance. A score of "Unsatisfactory" on any subfactor shall render your entire proposal technically unacceptable and thus unawardable. In addition, when all four subfactors are combined into the overall Technical factor rating, a score of at least "Satisfactory" must be assigned.
 - Subfactor 1 – Corporate Experience
 - Subfactor 2 – Build the Community Care Network
 - Subfactor 3 – Manage and Maintain the Community Care Network
 - Subfactor 4 – Clinical Quality
- Past Performance
- Price
- Veterans Involvement

RELATIVE ORDER OF IMPORTANCE

The Technical Factor is **more important** than the Past Performance Factor, which is **more important** than the Price, which is **more important** than Veterans Involvement. To receive consideration for award, a rating of “Unsatisfactory” on any of the Technical subfactors renders the entire proposal technically unacceptable and thus unawardable. In addition, when all four subfactors are combined into the overall Technical factor rating, a score of at least “Satisfactory” must be assigned. All four (4) Technical subfactors are of equal importance. Overall Technical Approach rating will be determined by the combined Subfactor ratings. The non-Price factors when combined are **significantly more** important than the Price factor. The Government intends to make a best value award using a trade-off process. Offerors are cautioned that the award may not necessarily be made to the offeror proposing the lowest price, or to the offeror with the most highly rated technical proposal. Award may be made to other than the lowest priced proposal, if the Government determines that a price premium is warranted due to the merits of one or more of the non-price factors.

Factor 1 – TECHNICAL

The elements in each subfactor will not each be assigned an adjectival rating, but the elements in each subfactor will be considered in the adjectival rating assigned to the corresponding subfactor.

Subfactor 1 – Corporate Experience

The proposal shall be evaluated to determine whether the organization (including prime offeror, parent organization, joint venture partner, affiliate and/or proposed subcontractor) has experience to manage a complex and comprehensive healthcare network similar to CCN. Similar means similar in scope, magnitude of effort, and complexities.

- Corporate experience will be determined to be similar in **scope** if it includes experience in maintaining a healthcare, dental, and pharmacy network and includes experience in adjudicating resulting claims.
- Corporate experience will be determined to be of similar **magnitude of effort** if the geographic area and the distribution of the population serviced is equal or greater to that of AK. The geographic area for Alaska is 663,268 square miles. The population of Alaska is 738,432 and there are 49,597 enrolled Veterans.
- Corporate experience will be determined to be of similar **complexities** if it includes comparable volume and value of claims processing as required in PWS Section 12.4 (98% clean claims within 30 days) and totaling at least \$110 Million, **to include experience adjudicating resulting claims**; includes experience servicing the healthcare needs of Rural and Highly Rural populations; and addresses unique geographic challenges.

Subfactor 2 – Build the Community Care Network

The proposal shall be evaluated to determine the feasibility of the Offeror's approach to building a CCN of high performing providers in Rural and Highly Rural areas to meet the network access standards in PWS Section 3.1, to include the utilization of the network access waiver request process (PWS Section 3.1.1.) and the utilization of Telehealth (PWS Section 3.2.3). Feasible means "capable of being done or carried out."

Subfactor 3 – Manage and Maintain the Community Care Network

The proposal shall be evaluated to determine the feasibility of the Offeror's approach to managing the CCN, specifically monitoring and managing subcontractors and affiliates, **the approach of** strategic communications with internal Community Care stakeholders, and the approach to collaborating with the VAMC to customize the network. Feasible means "capable of being done or carried out."

Subfactor 4 – Clinical Quality

The proposal shall be evaluated to determine the feasibility of the Offeror's approach for ensuring patient safety, timely care, consistent and positive clinical outcomes, and collaboration with the VA. Feasible means "capable of being done or carried out."

Factor 2 - PAST PERFORMANCE

The offeror will be evaluated to determine extent to which its recent and relevant past performance demonstrates the likelihood of successful performance in providing requirements similar in size and complexity to this solicitation and reflects performance which is satisfactory or better.

The threshold questions of recency and relevancy will not be adjectivally evaluated. Rather once a reference is determined to meet these requirements, the government will evaluate the actual reference to determine the offeror's performance record and assess the quality of the past performance. For a reference to be considered, it must be both recent and relevant.

Recent is defined as within the last three fiscal years of the solicitation closing date identified in SF1449, Block 8, unless this date is changed via a formal amendment.

If the past performance reference is considered recent, it will be evaluated to determine if it is relevant. For the past performance reference, which is recent, the Government will consider the following:

Relevancy is defined as a contract that is similar in size and complexity of the requirements in the solicitation.

Similar in size means the reference demonstrates past performance that meets or exceeds \$100,000,000 in healthcare, dental and/or pharmacy claims paid within a 12-

month period or demonstrates past performance that the healthcare services were provided in a geographic coverage area and population density less than 50 persons per square mile for the healthcare, dental and/or pharmacy network.

Similar in complexity means the reference demonstrates past performance of payment of healthcare claims in accordance with Medicare payment rules, transmission of healthcare claims using a clearinghouse, return of medical documentation, and building a rural network.

Quality is defined as performance which is satisfactory or better and will be used to assess the risk associated with successful contract performance.

The Government will consider the level of risk associated with the contractor's past performance. In the case of an Offeror without a record of recent and relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

Factor 3 - PRICE

The Offeror's submission for Volume IV, Price will be evaluated in terms of price reasonableness, using one or more of the techniques defined in FAR 15.404-1 (a)(1) in order to ensure pricing that is fair and reasonable. Prices at the SubCLIN level (designated with 6 character alphanumeric) shall be totaled for a total price per CLIN. The Total Evaluated Price (TEP) is the sum of each total calculated CLIN price in A – G below. Total Evaluated Price (TEP) will be evaluated for the purposes of deeming the proposed price fair and reasonable.

CLIN Group A	CLIN Group B
Pre-Priced/Informational (Not Priced by Offeror)	Priced (Price Proposal Required)
XY01, XY03, XY04, XY06, XY07, XY08 (subset using Alaska VA fee schedule) XY10, XY13, XY20, XY22, XY23, XY24	XY05, XY09, XY11, XY12, XY14, XY21; XY08 (subset where proposed % is applicable)

Group A CLINs are priced at pre-established rates and are not evaluated. The total price for each CLINs (designated with 4 character alphanumeric) and sub-CLINs in Group B CLINs will be calculated as described below. For evaluation purposes, the estimated volumes in this section assume contract year and fiscal year are the same and that the award date is 10/1/2020.

A. CLIN XY05 (Seasonal Influenza Vaccination): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by the projected vaccination administration volume (in Table 3 below). For example, in year

2021, the Offerors proposed price (XY05 \$1.00) * 1,729 = \$1,729. The sum of each contract year will result in the total CLIN price.

Table 3: CLIN XY05 Projected Vaccination Administration Volume by Contract Year

CLIN	VOLUME	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY05	Seasonal Influenza Vaccination	1,729	6,945	6,985	7,017	7,042	7,058	6,926	6,995	3,523

B. CLIN XY08 (Home Infusion Therapy): For each period of performance (contract year), the Offeror's proposed price, as a percentage of billed charges, will be multiplied by the projected home fusion therapy volume (in Table 4). For example, in year 2021, the Offeror's proposed price, (XY08 100%*1.25*\$325) = \$406.25. The sum of each contract year will result in the total CLIN price.

Table 4: CLIN XY08 (Subset not on Alaska Fee Schedules) Volume and Proxy Price

CLIN	Description	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY08	Home Infusion Therapy (HIT)	1.25	5	5	5	5	5	5	5	2.50
XY08	Home Infusion Therapy (HIT) proxy unit price for evaluation	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325

For evaluation purposes, CLIN XY08 the volume of home infusions codes without predefined rates is expected to be negligibly small. The proxy price is used for evaluation purposes only. In actual billing the price is based on the negotiated percentage of billed charges.

C. CLIN XY09 (Urgent/Emergent Prescriptions): The sum of C.1 + C.2 + C.3 will result in the total CLIN price.

1. SubCLIN XY09AA (Urgent/Emergent Brand Name Medication): For each period of performance (contract year), the Offeror's proposed price, as a percentage of Average Wholesale Price (AWP), will be multiplied by the projected urgent/emergent proxy AWP price (in Table 5) and projected urgent/emergent prescription volume (in Table 5). For example, in year 2021, the Offeror's proposed price, (XY09AA 100%*\$162.41 *101) = \$16,403.41. The sum of each contract year will result in the total SubCLIN price.

2. SubCLIN XY09AB (Urgent/Emergent Generic Medication): For each period of performance (contract year), the Offeror's proposed price, as a percentage of AWP, will be multiplied by the projected urgent/emergent proxy AWP price (in Table 5) and projected urgent/emergent prescription volume (in Table 5). For example, in year 2021, Offeror's proposed price, (XY09AB 100%*\$92.17*1,072) = \$98,806.24 . The sum of each contract year will result in the total SubCLIN price.

3. SubCLIN XY09AC (Dispensing Fee): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by total

projected urgent/emergent prescription volume (in Table 5). For example, in year 2021, the Offeror's proposed price, (XY09AC \$1.00*1,173) = \$1,173 .. The sum of each contract year will result in the total SubCLIN price.

Table 5: CLIN XY09 Projected Urgent/Emergent Prescription Volume and Proxy AWP

CLIN	VOLUME	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY09AA	Brand Name Medication	101	415	426	435	445	454	463	471	240
XY09AB	Generic Medication	1,072	4,396	4,503	4,607	4,708	4,805	4,899	4,988	2,537
	Total Volume	1,173	4,811	4,928	5,042	5,153	5,259	5,362	5,460	2,777
CLIN	PROXY AWP	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY09AA	Brand Name Medication	\$ 162.41	\$ 178.74	\$ 196.71	\$ 216.48	\$ 238.25	\$ 262.20	\$ 288.56	\$ 317.56	\$ 349.49
XY09AB	Generic Medication	\$ 92.17	\$ 101.43	\$ 111.63	\$ 122.85	\$ 135.20	\$ 148.79	\$ 163.75	\$ 180.22	\$ 198.33

For evaluation purposes, SubCLINs XY09AA-AC, all project volumes assume HCD delivery starts nine months after contract award. NOTE: The values reflect past variability in dosage quantities of pills per day and assume a supply of drugs **up to** a maximum of 14 days (average is less) for non-disaster prescriptions. The proxy price is used for evaluation purposes only. In actual billing the AWP of each individual drug shall be priced.

D. CLIN XY11 (Administrative Services): The sum of D.1+ D.2 + D.3 + D.4 will result in the total CLIN price.

1. SubCLIN XY11AA (Administrative Services for Healthcare Services): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by projected active Veteran volume (in Table 6). For example, in year 2021, Offeror's proposed price, (XY11AA \$1.00*11,920 = \$11,920. The sum of each contract year will result in the total SubCLIN price.

2. SubCLIN XY11AB (Administrative Services for Dental): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by projected active Veteran volume (in Table 6). For example, in year 2021, Offeror's proposed price, (XY11AB \$1.00*461) = \$461. The sum of each contract year will result in the total SubCLIN price.

3. SubCLIN XY11AC (Administrative Services for Pharmacy Benefit Management): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by projected active Veteran volume (in Table 6). For example, in year 2021, Offeror's proposed price, (XY11AC \$1.00*3,133) = \$3,133. The sum of each contract year will result in the total SubCLIN price.

4. SubCLIN XY11AD (Administrative Services for Assisted Reproductive Technology Services): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by projected active Veteran volume (in Table 6). For example, in year 2021, the Offeror's proposed price,

(XY11AD \$1.00*6) = \$6. The sum of each contract year will result in the total SubCLIN price.

Table 6: CLIN XY11 Projected Active Veteran Volume by Contract Year

CLIN	Admin Services for:	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY11AA	Healthcare Services	11,920	48,895	50,083	51,240	52,362	53,446	54,489	55,486	28,217
XY11AB	Dental	461	1,890	1,936	1,981	2,024	2,066	2,106	2,145	1,091
XY11AC	Pharmacy Benefits Management	3,133	12,913	13,342	13,770	14,209	14,650	15,076	15,493	7,935
XY11AD	Assisted Reproductive Technology Services	6	25	26	27	28	29	30	31	16

For evaluation purposes, SubCLIN XY11AA-AD, the projected volume (Table 6) is the cumulative sum of active Veterans that receive care each month over the period of 12 months.

E. CLIN XY12 (Implementation and Transition Out): The sum of E.1 + E.2 + E.3 + E.4 will result in the total CLIN price.

1.SubCLIN XY12AA (Implementation Provider Network): For the base period, the Offeror's proposed price, in dollars, will result in the total SubCLIN price.

2. SubCLIN XY12AB (Implementation IT): For the base period, the Offeror's proposed price, in dollars, will result in the total SubCLIN price.

3. SubCLIN XY12AC (Implementation Project Management): For the base period, the Offeror's proposed price, in dollars, will result in the total SubCLIN price.

4. SubCLIN XY12AD (Transition Out): The Offeror's proposed price, in dollars, will result in the total CLIN price. Only one year will be included in Offeror's total SubCLIN price.

F. CLIN XY14 (Agreed Upon Procedures Audit): For each full contract year of health care delivery, the Offeror shall deliver four quarterly audit reports. The Government will assume that one audit report will be delivered in base year. For each period of performance (contract year), the Offeror's proposed price, in dollars, will be evaluated. The sum of each contract year will result in the total CLIN price.

For evaluation purposes, all project volumes assume HCD delivery starts nine months after contract award.

G. CLIN XY21 (Disaster Response Medication): The sum of G.1 + G.2 + G.3 will result in the total CLIN price.

1. SubCLIN XY21AA (Disaster Response Brand Name Medication): For each period of performance (contract year), the Offeror's proposed price, as a percentage of AWP proposed in SubCLIN XY09 will be multiplied by the projected disaster response prescription volume and proxy pricing (in Table 8). For example, in year 2021, the Offeror's proposed price, (XY21AA $100\% * \$163.26 * 348$) = \$56,814.48 . The sum of each contract year will result in the total SubCLIN price.

2. SubCLIN XY21AB (Disaster Response Generic Medication): For each period of performance (contract year), the Offeror's proposed price, as a percentage of AWP proposed in SubCLIN XY09, will be multiplied by the projected disaster response prescription volume and proxy pricing (in Table 8). For example, in year 2021, the Offeror's proposed price, (XY21AB $100\% * \$103.44 * 3,679$) = \$380,555.76. The sum of each contract year will result in the total SubCLIN price.

3. SubCLIN XY21AC (Disaster Response Dispensing Fee): For each period of performance (contract year), the Offeror's proposed price, in dollars, will be multiplied by total projected disaster response prescription volume (in Table 8). For example, in year 2021, the Offeror's proposed price, (XY21AC $\$1.00 * 16,623$) = \$16,623. The sum of each contract year will result in the total SubCLIN price.

Table 7: CLIN XY21 Disaster Response Prescription Volumes and Proxy Pricing by Contract Year

CLIN	VOLUME	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY21AA	Brand Name Medication (DR)	348	1,435	1,487	1,538	1,592	1,646	1,698	1,749	898
XY21AB	Generic Medication (DR)	3,679	15,188	15,732	16,277	16,842	17,413	17,967	18,507	9,498
	Total Volume	4,027	16,623	17,218	17,816	18,434	19,058	19,665	20,256	10,395
CLIN	PROXY AWP	2021	2022	2023	2024	2025	2026	2027	2028	2029
XY21AA	Brand Name Medication (DR)	\$ 163.26	\$ 180.97	\$ 201.12	\$ 223.68	\$ 248.89	\$ 277.14	\$ 308.55	\$ 343.63	\$ 382.85
XY21AB	Generic Medication (DR)	\$ 103.44	\$ 114.66	\$ 127.43	\$ 141.72	\$ 157.69	\$ 175.59	\$ 195.49	\$ 217.72	\$ 242.56

For evaluation purposes, SubCLIN XY21AA-AC, it is assumed that two major disasters occur during the life of the contract, that impact the entire region for a one-month period. Since the exact timing of a disaster can never be known, this estimated volume is spread evenly over the full contract life for the purposes of evaluation. However, in operation volume will spike during a disaster, and Veterans will be able to use any network pharmacy to get their medication. Also, it is possible that a disaster may be declared in only a limited geographical area. **Since VA is not requiring pharmacies to stock any minimum quantity, percentage pricing for sub-CLINs XY21 shall be identical to that of CLIN XY09.** The proxy price is used for evaluation purposes only. In actual billing, the AWP of each individual drug shall be priced.

For the purposes of the award, the Government intends to evaluate the option to extend services, provided under FAR subpart 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at the end of the contract and can be

exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR subpart 52.217-8 will be charged at the same price/rate as used in the last exercised option year. For CLIN XY14 (Agreed Upon Procedures Audit) the Government will assume 2 audit reports will be required in the extension period. For evaluation purposes this period shall be assumed to be 6 months and added to the sum of the Total Evaluated Price (TEP). This evaluation will not obligate the Government to exercise any option under FAR subpart 52.217-8.

In order to be considered for award, the Offeror shall submit a price for each CLIN and SubCLIN identified above in the base year and all option years as applicable. Proposals that fail to include a price for the base year and each of the option year for all priced items may be rejected and receive no further consideration. **Proposals that do not provide the required basis of estimate for each priced CLIN/SubCLIN may be rejected and receive no further consideration.** 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 **Total Evaluated Price (TEP)** is the sum of each total calculated CLIN price in A – G above.

Factor 4 - VETERANS INVOLVEMENT

In accordance with VAAR 852.215-70, Offerors qualifying as SDVOSB **will receive full credit**, and Offerors qualifying as VOSB **will receive partial credit** for this evaluation factor. To receive credit, an offeror shall be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

Non-Veteran Offerors proposing to subcontract to registered and verified SDVOSB subcontractors or to registered and verified VOSB as subcontractors **will receive some credit** under this evaluation factor. To receive credit, a proposed subcontractor shall be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>). Offerors will receive no credit if the offer does not meet any of thresholds for full, partial or some credit.

SMALL BUSINESS SUBCONTRACTING PLAN

The small business subcontracting plan will be evaluated only when VA is conducting its responsibility determination of the apparent awardee. It will not be included as an evaluation factor as described above. The plan will be evaluated to determine the extent to which it demonstrates meeting the requirements in accordance with FAR 52.219-9 and addresses all the elements of FAR 19.704(a). Only the apparent awardee's subcontracting plan will be evaluated. Failure to submit an approved commercial plan and/or negotiate the subcontracting plan shall deem the Offeror technically unacceptable and ineligible for award of a contract .

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2020)

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 (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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(s) applicable to the NAICS code(s) 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.

(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.

(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).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)