# SECTION A

PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 210

VA262-13-R-0165

12-26-2012

Kevin H. Vo

(562) 826-2275

01-25-2013

Noon, PST

00262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

X

0

621498

$19 Million

N/A

N/A

X

00262

Department of Veterans Affairs

VA San Diego Healthcare System (VASDHS)

3350 La Jolla Village Drive

San Diego CA 92116

00262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

(877) 353-9791

(512) 460-5429

Under the authority of Public Law 104-262 and 38 USC 8153,

the Contractor agrees to provide Health Care Resources in

accordance with the terms and conditions stated herein for

Community Based Outpatient Clinic (CBOC) services located

in Escondido, CA. Parent facility for CBOC will be VASDHS.

X

X

1

Kevin H. Vo

Contracting Officer

## A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

Contractor’s name/Address/City-State-Zip Code (Please print or type)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Point of Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAX ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. GOVERNMENT: Contracting Officer

Department of Veterans Affairs

Network Contracting Office 22

Attn: Kevin H. Vo

4811 Airport Plaza Drive, Suite 600

Long Beach, CA 90215

Phone: (562) 766-2275

Fax: (562) 961-1384

Email: [Kevin.vo@va.gov](mailto:Kevin.vo@va.gov)

1. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

[X] 52.232-34, Payment by Electronic Funds Transfer -

Other than Central Contractor Registration, or

[ ] 52.232-36, Payment by Third Party

1. INVOICES: Invoices shall be submitted in arrears:
2. Quarterly [ ]
3. Semi-Annually [ ]
4. Other [Monthly]
5. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs,

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

## B.2 SPECIAL CONTRACT REQUIREMENTS

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

1. SERVICES:
2. The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract.
3. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.
4. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility.
5. TERM OF CONTRACT:

This contract is effective one year from date of award plus four (4) one-year options that may be exercised by the VA. The contract is subject to the availability of funds. The contractor shall perform no services after September 30 of any year until the Contracting Officer authorizes such services in writing.

1. CONTRACT PERFORMANCE:

Contractor shall be required to begin treating patients under this contract no later than one hundred twenty (120) calendar days after the date of award of this contract.

Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful offeror from performing in accordance within the strict meaning and intent of the specifications. Pricing shall include all facility, management, professionals, technical and labor necessary to perform specifications as outlined herein. The Government will not reimburse any costs not incorporated into the Offeror price.

1. PERIOD FOR ACCEPTANCE OF OFFERS:

The offeror agrees to hold prices in its offer firm for a period of one hundred twenty (120) calendar days from the date specified for receipt of offers.

1. QUALIFICATIONS:

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be current, full and unrestricted licenses. No physician assigned by the Contractor shall have ever had a medical license suspended, revoked or limited by a State, Territory, Commonwealth or the District of Columbia. The qualifications of such personnel shall also be subject to review by the VA Special Assistant to the Chief of Staff and approval by the VA Facility Director.

1. CONTRACTING OFFICER’S REPRESENTATIVE:

Prior to award, the Contracting Officer will designate the Program Specialist for Primary Care to act as Contracting Officer’s Representative (COR). All work coordination shall be made through the COR. The Contractor shall be provided a copy of the letter of delegation authorizing the COR at the commencement of the term of this agreement. No other person shall be authorized to act in such capacity unless appointed in writing by the Contracting Officer.

1. RECORD KEEPING:

The VA Medical Center, VASDHS shall establish and maintain a record keeping system that will record the hours worked by the contractor employee(s). Contractor's employee(s) shall report to the Contracting Officer Technical (COR) Administrative Officer, or designee upon arrival at the VASDHS.

1. CONTRACT PERFORMANCE MONITORING:

Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. COR, shall be the VA official responsible for verifying contract compliance. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

1. CONTRACT ADMINISTRATION DATA:

The Contracting Officer will be the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer will be authorized to make commitments or issue changes that affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered unauthorized by VASDHS and no adjustment will be made in the contract price to cover any increase in costs incurred as a result there of.

1. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:

The Contractor shall assign to this contract the following key personnel:

1. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
2. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.
3. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.
4. Federal Acquisition Regulations require all contractors conducting business with the Government to be registered in the SYSTEM FOR AWARD MANAGEMENT (SAM): You are required to register with SAM database at the following web address: <http://www.sam.gov>. Pursuant to FAR Clause 52.212-4, after initial registration, the contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current.  Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and may be cause for termination of the contract at such time noncompliance is discovered.  Refer to cited Clause for more details.
5. DUNS NUMBER: Provide the Dun and Bradstreet Number assigned to your firm in the space provided below:

\_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_

1. ATTENTION LARGE BUSINESS:

Fiscal Year (FY) 2012 and FY 2013 Department-wide Small Business Program Goals

A subcontracting plan is required in accordance with Federal Acquisition Regulation 52.219-8 and 52.219-9. Any proposed subcontracting plans must be submitted with initial offers. VA will not approve of subcontracts with unlicensed individual or group providers. VA will rescind sub-Contractor approval if the sub-Contractor should lose their license during the course of the contract. Contractor must notify the VA immediately if the sub-Contractor becomes ineligible to provide services.

The subcontracting goals are as follows:

Small Business 17.5%

Veteran-Owned Small Business 5%

Service-Disabled Veteran -Owned Small Business 3%

Small Disadvantaged Business (including Section 8(a)) 5%

Women-Owned Small Business 5%

Historically Underutilized Business Zone (HUBZone) Small Business 3%

1. TECHNICAL INQUIRIES:

Technical inquiries shall be made by email to Kevin H. Vo, Contracting Officer at [Kevin.vo@va.gov](mailto:Kevin.vo@va.gov).

1. PROPOSAL DELIVERY**:**

Offeror shall submit a proposal mailed should be delivered to: Department of Veterans Affairs, Network Contracting Office 22, Attention: Kevin H. Vo, Contracting Officer, 4811 Airport Plaza Drive, Suite 600, Long Beach, CA 90815.

CAUTION – LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

Offeror shall address the evaluation factors listed in FAR 52.212-2 Evaluation—Commercial Items (Jan 1999) to be considered for award. Contractor is responsible to ensure the offer includes both a Technical Proposal and Price Proposal. **There shall be no mention of pricing in the Technical Proposal.**

1. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION:

FORMAT, STRUCTURE AND REQUIREMENTS: Offerors proposals are to be submitted in two parts: a technical proposal and a cost/price proposal. All envelopes shall be clearly marked with the RFP No: VA-262-13-R-0165 at the lower left hand corner. Each envelope shall be identified as such “TECHNICAL PROPOSAL” or “COST/PRICE PROPOSAL”. Each offeror must submit one (1) copy of the COST/PRICE PROPOSAL, three (3) copies of the technical/past performance proposal and one (1) electronic copy of each proposal on a CD-ROM in either a Microsoft Word or Adobe readable format. Offerors shall ensure the disk is error, damage and virus free. CD-ROM’s shall be sealed in hard cases for protection. Proposals shall read on the CD-ROM as if it was a paper submission.

TECHNICAL PROPOSAL: The technical proposal will primarily determine the qualifications and capabilities of an offeror to participate in the required service. It should be specific and complete. It should be concise and should provide sufficient information to demonstrate the offeror’s capacity to satisfactorily perform the tasks outlined in the RFP.

1. Section 1- Cover Letter shall be a maximum two-page “Cover Letter” and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who has the authority to bid and make representations relative to the proposal and any resultant contract, for the organization.
2. Section 2 - Table of Contents shall include an outline of the proposal, identified by a sequential page number and by section reference and section title.
3. Sections and sub-Sections shall be consistent with the evaluation factors and sub-factors listed within the technical evaluation criteria.
4. Final Section shall include Past Performance/Experience.

PRICE /PROPOSAL: The Price Proposal shall consist of the SF 1449 with an original signature and its accompanying pages comprising the entire solicitation. The Price offer shall be indicated on the SCHEDULE OF SUPPLIES OR SERVICES AND/OR PRICE/COST.

1. Offeror shall submit the requirements in FAR 52.212-2, Evaluation Commercial Items to be considered for this solicitation. FAR 52.212-2 is included in this document.
2. Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful offeror from performing in accordance within the strict meaning and intent of the specifications. Pricing shall include all facility, management, professionals, technical and labor necessary to perform specifications as outline herein. The Government will not reimburse any costs not incorporated into the offeror’s price.
3. SOLICITATION/CONTRACT:

This solicitation and resulting contract adheres to the format defined in Federal Acquisition Regulation (FAR) Part 12 and will be conducted using the procedures FAR Parts 12 “Acquisition of Commercial Items” and 15 “Contracting by Negotiation”. An official copy of the FAR and VAAR can be obtained at: <https://www.acquisition.gov/far/> and <http://www.va.gov/oal/library/vaar/>.

1. POST AWARD ORIENTATION:

A post award orientation conference for contract orientation purposes will be scheduled in accordance with Department of Veterans Affairs IL 003A3-12-04.

## B.3 SUPPLIES/SERVICES AND PRICE/COSTS

**SCHEDULE OF SUPPLIES OR SERVICE AND/OR PRICE/COSTS**

The Contractor provides Primary Medical Care and office spaces for Telemental and Mental Health services through a Community-Based Outpatient Clinic (CBOC) in accordance with the requirements stated herein. Contractor facility must be physically located within the city of Escondido, CA.

All quantities listed below are estimates only and are subject to change. Notwithstanding, any variance shall not go below the “yearly minimum amount” or exceed the “yearly maximum amount” stated below.

BASE YEAR – May 01, 2013 through April 30, 2014

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CLIN No. | Services | Unit | Estimated Quantity | Price Per Unit | Total Estimated Cost |
| 0001 | Primary Care Services at capitation rates per member per month (PMPM) | PMPM | 4,651 |  |  |

Total for Base Year $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTION YEAR 1 – May 01, 2014 through April 30, 2015

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CLIN No. | Services | Unit | Estimated Quantity | Price Per Unit | Total Estimated Cost |
| 1001 | Primary Care Services at capitation rates per member per month (PMPM) | PMPM | 4,791 |  |  |

Total for Option Year 1 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTION YEAR 2 – May 01, 2015 through April 30, 2016

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CLIN No. | Services | Unit | Estimated Quantity | Price Per Unit | Total Estimated Cost |
| 2001 | Primary Care Services at capitation rates per member per month (PMPM) | PMPM | 4,935 |  |  |

Total for Option Year 2 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTION YEAR 3 – May 01, 2016 through April 30, 2017

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CLIN No. | Services | Unit | Estimated Quantity | Price Per Unit | Total Estimated Cost |
| 3001 | Primary Care Services at capitation rates per member per month (PMPM) | PMPM | 5,084 |  |  |

Total for Option Year 3 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTION YEAR 4 – May 01, 2017 through April 30, 2018

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CLIN No. | Services | Unit | Estimated Quantity | Price Per Unit | Total Estimated Cost |
| 4001 | Primary Care Services at capitation rates per member per month (PMPM) | PMPM | 5,237 |  |  |

Total for Option Year 4 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUM TOTAL FOR BASE AND 4 OPTION YEARS $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated Quantities - All quantities listed herein are estimated annual quantities. The Government is not obligated to purchase any specified amount of services under this contract, but will be obligated to make payment for all services requested and received in the quantities and of the quality requested.

**MINIMUM AND MAXIMUM QUANTITIES ARE FOR EACH (BASE OR OPTION) YEAR**

**Yearly Minimum Amount:  $288,000**

**Yearly Maximum Amount: $3,456,000.00**

## B.4 PERFORMANCE WORK STATEMENT (PWS)

**PERFORMANCE WORK STATEMENT (PWS)**

**Community Based Outpatient Clinic (CBOC) Services**

1. GENERAL:
   1. SERVICES REQUIRED:
      1. The Veterans Health Administration was established with the core mission of providing quality health care for service-connected Veterans, for Veterans who do not have other good options for care due to financial constraints or Veterans who need VA specialized services. The VA San Diego Healthcare System (VASDHS) has established that a need for improved healthcare access exists in the City of Escondido, California.
      2. This solicitation is for Primary Care and space for TeleMental, Telehealth and Mental Health services in the form of a Community Based Outpatient Clinic (CBOC) for Veterans living in the catchment area of Escondido. The parent facility for this CBOC is the VASDHS. Unless otherwise noted, hereafter within this document, singular terms such as “CBOC”, “clinic” or “Contractor’s facility” shall refer to the Escondido CBOC. The Contractor shall provide a CBOC solely dedicated to Veterans. Primary Care services will provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Those patients needing specialty or follow-up care not included in this contract shall be referred to the VASDHS.
      3. The CBOC must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure continuity of health care. Primary Care services include longitudinal outpatient medical care for the purposes of prevention and detection of disease and subsequent management of medical conditions, for Veterans deemed eligible. Care should be modeled in line with VHA PACT (patient-aligned care team) requirements, in which a primary care provider is supported by aligned “teamlet” members, including RN, LVN or Health Tech, and clerk (administrative assistant).
      4. The CBOC, at a minimum, shall provide one standard of care that must be consistent, safe and of high quality. Additionally, the CBOC is expected to comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance.
      5. The CBOC must be poised to respond quickly to VA policy and procedure changes. If requested or required by either the government or the Contractor, the Contractor shall work closely with the Contracting Officer and COR to modify the contract expeditiously, in order to limit the impact on the clinic’s Veterans and ensure consistency with the care provided by the VA’s other Primary Care Clinics.
      6. The care provided by the CBOC should be patient centered, continuous, accessible, coordinated, and consistent with VA standards, including the thirteen service standards detailed in VHA Directive 2006-041, “Veterans Health Care Service Standards,” dated 6/27/06 (See VHA Directives Attachment A). This care shall include:
   2. PLACE OF PERFORMANCE: VA San Diego Healthcare System has a need for the provision of primary care services for Veterans in Escondido, California, off-site in a Community Based Outpatient Clinic. The Contractor facility must be physically located within the city of Escondido, CA.
   3. AUTHORITY: Under the authority of Public Law 104-262 and in accordance with Title 38 United States Code (USC) 8153 to be furnished by the contractor on behalf of VASDHS.
   4. POLICY AND REGULATIONS: The Contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, customer satisfaction, prevention index, chronic disease index and clinical guidelines. Performance and quality standards may change during the course f the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before implementation date. Compliance with mandated performance is required as a condition of this contract. Contractor shall comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance, including, but not limited to, the following:
      1. The care provided by the Contractor should be patient centered, continuous, accessible, coordinated, and consistent with VA standards, including the thirteen service standards detailed in VHA Primary Care Standards Directive 2012-011 and VHA Directive 2006-041, “Veterans Health Care Service Standards,” dated 6/27/06 (2006-041 expired on June 30, 2011 but will still be effective until a revision or rescission is published and/or subsequent revisions thereto. <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443> <https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2504>
      2. Title 21 C.F.R 900.12(c) Mammography Quality Standards <http://www.gpo.gov/fdsys/pkg/CFR-2012-title21-vol8/pdf/CFR-2012-title21-vol8-sec900-12.pdf>
      3. Title 21 CFR “Food and Drugs” Section 1300-end. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title21/21tab_02.tpl>
      4. 38 USC. Section 7332, regarding a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. <http://www.gpo.gov/fdsys/granule/USCODE-2011-title38/USCODE-2011-title38-partV-chap73-subchapIII-sec7332/content-detail.html>
      5. 42 CFR Part 482 Conditions of Participation <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=aceca18b9fbe0110ffa37c08075c2b0e;rgn=div5;view=text;node=42%3A5.0.1.1.1;idno=42;cc=ecfr>
      6. 42 CFR 493.15(b) Laboratories performing waived tests:  
          <http://www.gpo.gov/fdsys/pkg/CFR-2003-title42-vol3/pdf/CFR-2003-title42-vol3-sec493-17.pdf>
      7. Clinical Laboratory Improvement Amendments (CLIA): <http://cms.hhs.gov/Regulations-and-Guidance/Legislation/CLIA/index.html?redirect=/clia/appendc.asp>
      8. VA Directive 1663: Health Care Resources Contracting - Buying <http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347>
      9. VA Directive 6371, Destruction of Temporary Paper Records <http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=523&FType=2>
      10. VHA Record Control Schedule 10-1 <http://www1.va.gov/vhapublications/rcs10/rcs10-1.pdf>
      11. "Patient Medical Records-VA" (24VA19). 24VA19 <http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>.
      12. VHA Directive 2006-041 “Veterans’ Health Care Service Standards” (expired but still in effect pending revision) <https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443>
      13. VHA Directive 2007-016 Coordinated Care Policy for Traveling Veterans. <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1562>
      14. VHA Directive 2007-033 "Telephone Service for Clinical Care," <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605>
      15. VHA Directive 2008-015 “Public Access to Automated External Defibrillators (AEDs): Deployment, Training, and Policies for use in VHA Facilities” <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1665>
      16. VHA Directive 2009-019, “Ordering and Reporting Test Results,” [www.**va**.gov/**vha**publications/ViewPublication.asp?pub\_ID=1864](http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1864)
      17. VHA Directive 2009-038 “VHA National Dual Care Policy” <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2058>
      18. VHA Directive 2010-020 “Anticoagulation Management” <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2234>
      19. VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures” <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2252>
      20. VHA Directive 2010-033 “Military Sexual Trauma (MST) Programming,” <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2272>
      21. VHA Directive 2011-012 “Medication Reconciliation” <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2390>
      22. VHA Handbook 1003.4, "VHA Patient Advocacy Program," <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303>.
      23. VHA Handbook 1100.17: National Practitioner Data Bank Reports - <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135>
      24. VHA Handbook 1100.18 Reporting And Responding To State Licensing Boards - <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364>
      25. VHA Handbook 1100.19 Credentialing and Privileging - <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806>
      26. VHA Handbook 1101.02 Primary Care Management Module. <http://www.va.gov/vhapublications/ViewPublication.asp%3Fpub_ID%3D2017&sa=U&ei=4SQ1UOLOK4SY9QTI54CADg&ved=0CBIQFjAA&usg=AFQjCNETnxx03rTASLztFU6RQCemhujcHQ>
      27. VHA Handbook 1105.03 “Mammography Program Procedures and Standards” <http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=2411>
      28. VHA handbook 1106.1 “Pathology and Laboratory Medicine Service Procedures <http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp%3Fpub_ID%3D1779&sa=U&ei=ix42UMHnNqLC2QWRrIDIBg&ved=0CBIQFjAA&usg=AFQjCNHHT4E2tWMUkFWxfqdfqHckMQXGiw>
      29. Handbook 1120.2, "Health Promotion and Disease Prevention Core Program Requirements" <http://www1.va.gov/VHAPUBLICATIONS/ViewPublication.asp?pub_ID=1501>.
      30. Handbook 1330.1, "Health Care Services for Women Veterans" dated 5/21/10, <http://www1.va.gov/VHAPUBLICATIONS/publications.cfm?Pub=2>.
      31. Handbook 1160.01 “Uniform Mental Health Services”<http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1762>
      32. VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards.<http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=339>
      33. Privacy Act of 1974 (5 U.S.C. 552a) as amended <http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm>
   5. DEFINITIONS/ACRONYMS: These acronyms/abbreviations may appear in this solicitation or resulting contract. They have the following meanings:
      1. ABMS: American Board of Medical Specialties
      2. ACLS: Advanced Cardiac Life Support
      3. ACGME: Accreditation Council for Graduate Medical Education
      4. ACPE: American Council on Pharmaceutical Education
      5. ACO: Administrative Contracting Officer
      6. ADE: Adverse Drug Events
      7. AED: Automatic External Defibrillator
      8. AIS: Automated Information Security
      9. ANA: American Nurses Association
      10. AOA: American Osteopathic Association
      11. ARRT: American Registry of Radiologic Technology
      12. BAA : Business Associate Agreement
      13. BI-RADS: Breast Imaging-Reporting and Data System; a quality assurance tool designed to standardize mammography reporting
      14. BLS: Basic Life Support
      15. BOS: Bureau of Osteopathic Specialists
      16. CAHEA: Committee on Allied Health Education and Accreditation
      17. CAP: College of American Pathologists
      18. CARF: Commission on Accreditation of Rehabilitation Facilities
      19. CBO: VA Central Billing Office.
      20. CCHT: Care Coordination/Home Telehealth (now Home Telehealth (HT)
      21. CDC: Centers for Disease Control and Prevention
      22. CEU: Certified Education Unit
      23. CLIA: Clinical Laboratory Improvement Amendments
      24. CME: Continuing Medical Education
      25. CMS: Center for Medicare and Medicaid Services
      26. CO: Contracting Officer
      27. COPD: Chronic Obstructive Pulmonary Disease
      28. COR: Contracting Officer’s Representative
      29. COS: Chief of Staff
      30. CPA: Collaborative Practice Agreement
      31. CPS : Clinical Pharmacy Specialist
      32. CPT: Current Procedural Terminology
      33. CRNP: Certified Registered Nurse Practitioners
      34. CSWE: The Council on Social Work Education (CSWE) website is <http://www.cswe.org/>.
      35. CPARS: Contractor Performance Assessment Reporting System
      36. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA
      37. CVT: Clinical Video Telehealth
      38. DIGMA: Drop In Group Medical Appointment
      39. DRG: Diagnostic Related Group
      40. DSS: Decision Support System
      41. ECC Extended Care Center
      42. EPRP: External Peer Review Program
      43. FDA: Food and Drug Administration
      44. FSMB: Federation of State Medical Boards
      45. HHS: Department of Health and Human Services
      46. HCFA: HealthCare Financing Administration
      47. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities
      48. ICAVL: Intersocietal Commission for the Accreditation of Vascular Laboratories
      49. INR: International Normalized Ratio
      50. ISO: Information Security Officer
      51. LIP: Licensed Independent Practitioner
      52. MCCR: Medical Care Cost Recovery
      53. MQSA: Mammography Quality Standards Act
      54. MSN: Master of Science in Nursing
      55. NCCPA: National Commission on Certification of Physician Assistants
      56. NLN: National League for Nursing
      57. NSQIP/CICSP: National Surgical Quality Improvement Program/Continuing Improvement in Cardiac Surgical Program
      58. OTC: Over the Counter
      59. PA: Physician Assistant
      60. PACS: Picture Archiving and Communications System
      61. PACT: Patient Aligned Care Team
      62. Parent Facility: VAMC responsible for performance monitoring and payment for contracted CBOC services.
      63. PCMH: Patient-Centered Medical Home
      64. PCMM: Primary Care Management Module- a software program used to track Primary Care Clinic Veteran rosters.
      65. PCP: Primary Care Provider
      66. Pharm.D: Doctor of Pharmacy
      67. POC: Point of Care Testing
      68. PWS: Performance Work Statement
      69. QAPI: Quality Assessment and Performance Improvement
      70. QASP: Quality Assurance Surveillance Plan
      71. RME: Reusable Medical Equipment
      72. SOP (Clinical): Scope of Practice
      73. Self- Referral: Referring patients to Contractor’s facility for follow-up care. Self-referral for outpatient services at the Contractor’s facility is prohibited.
      74. SMA: Shared Medical Appointments
      75. SPD: Sterile Processing Division
      76. SPE: Senior Procurement Executive
      77. TJC: The Joint Commission
      78. TIU: Text Integration Utility
      79. TCT: Telehealth Clinical Technicians
      80. VA: Veterans Affairs
      81. VAMC: Veterans Affairs Medical Center
      82. VetPro: a federal web-based credentialing program for healthcare providers.
      83. VHA: Veterans Health Administration
      84. VISTA: Veterans Health Information Systems and Technology Architecture

**PACT**

* 1. Background & Introduction: VA has implemented a PCMH model at all VA Primary Care sites which is referred to as PACT. This initiative supports VHA’s Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in team based environment including the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions.
  2. Actions that will assist CBOC Contractor in implementing PACT model:
     1. Participation in PACT national teleconferences and educational forums.
     2. Teamlet staff should attend VA sponsored Transformational Learning Centers of Excellence.
     3. CBOC PACT staff assignment in Patient Care Management Module (PCMM)
  3. PACT Staffing Model: Provision of appropriate staffing resources is an essential component of the PACT model. Teams need to be staffed adequately to fully implement a robust PACT model. Staffing for the PACT model is divided into the teamlet and expanded team. The teamlet staff is responsible for managing the care for a panel of patient(s) equivalent to a full time provider (~1200). The expanded PACT staff is equally important for the roles they play in the overall care of the Veteran and deliver care to multiple teamlets.
     1. Teamlet staffing: The recommended staffing for a “teamlet” is 4.00 FTE for a full time provider panel (approximately 1200). Members of the teamlet include a primary care provider (MD, NP, PA), a RN Care Manager, a Clinical Associate (LPN/LVN, MA, HCT) and a Clerical Associate.
     2. Discipline-specific team member (may be provided by the VA): A discipline-specific team member is a health care professional designated to a PACT position in PCMM who provides direct discipline-specific patient care to more than one panel of patients, but not to all primary care patients at the facility. VHASDHS will provide the following discipline specific team members. Examples of discipline-specific team members are: Clinical Pharmacy Specialists, Registered Dietitians, Social Workers, Primary Care-Mental Health Integration providers.
     3. Expanded Team staffing: Other PACT members such as pharmacists, social workers, and dieticians are critical to effective and efficient PACT delivery. Expanded team members deliver care to multiple teamlets. Recommended staffing for expanded team members per teamlet includes 0.3 FTE clinical pharmacy specialists, 0.5 FTE social worker and 0.2 FTE registered dietician. The following are recommendations for minimal staffing ratios of select discipline-specific team members:
        1. At least one clinical pharmacy specialist (CPS) for every three patient panels. The PACT CPS will function in the capacity of a mid-level provider functioning with an advanced scope of practice as their primary duty is to assist teamlets with comprehensive medication management. Staffing ratio may be adjusted upward locally to provide appropriate comprehensive medication management.
        2. At least one anticoagulation clinical pharmacy specialist (CPS) for every five patient panels, in addition to the PACT CPS. Since the staffing for anticoagulation management depends on the facility demographics for chronic anticoagulation, this equates to one anticoagulation CPS to safely manage approximately 400-500 chronic warfarin patients. Staffing ratio may be adjusted upward locally to provide appropriate pharmacy-related care to patients.
        3. At least one dietitian for every five patient panels or approximately 6000 patients per dietitian. Staffing ratio may be adjusted upward locally to provide appropriate medical nutrition therapy or education, at least one social worker for every two patient panels. Refer to the national Office of Care Management and Social Work for adjustments to minimal staffing recommendations.
  4. CBOC PERSONNEL REQUIREMENTS:
     1. The Contractor shall provide personnel, either through direct hire or through subcontracting, in numbers and qualifications capable of fulfilling the requirements of the resultant contract. The Contractor shall provide a sufficient number of primary care providers so that each primary care provider has a reasonable caseload. Current caseload ratios are based on the expectation that a fulltime physician will care for approximately 1200 patients, and a midlevel provider will care for approximately 900 patients. These numbers may be adjusted, upon approval by the Government, based on the availability of exam rooms and support staff. Primary Care should be structured and managed through primary care panels and is subject to current policy on VHA primary care panel size and staffing models. See VHA Handbook 1101.02, Primary Care Management Model, dated 4/21/09 at: <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2017>.
     2. The minimum staff requirements for each CBOC are as follows:
        1. Sufficient support staff to conduct daily business in an orderly manner, including such functions as patient registration, financial assessments, and medical record documentation in VISTA. “Support staff” is defined as staff present in the clinic area assisting providers in the actual delivery of primary care to patients. It consists of RNs, LPNs, Medical Assistants, Health Technicians, and Medical Clerks in the clinic.
        2. Staff involved in Coumadin Anticoagulation Clinics. Anticoagulation clinic management and Telephone Care for the primary care patients are also considered support staff, even if located in a separate area. Staff time dedicated to Business Office functions (means testing, registrations or billing), phlebotomy, file room activities, or supporting non-primary care clinics (e.g., podiatry, social work, and dietary) are not considered support staff for the purposes of this definition.
        3. Support staff should be in ratios to Primary Care Providers of at least three support staff for each full time equivalent Primary Care Provider. The support staffing mix should include a registered nurse care manager for every 1200 patients served by the CBOC.
        4. A physician with current licensure in any state may be designated to serve as medical director to oversee and be responsible for the proper provision of covered services to enrolled patients. It is preferred that this physician be board certified in Internal Medicine or Family Practice.
        5. Other primary care staff: Provider staff including nurse practitioners, physician assistants, registered nurses, and support staff including licensed practical nurses, medical assistants, and health technicians as deemed necessary to support the PACT concept outlined and the caseload ratios described above.
        6. Registered and Licensed Dietitian scheduled to sufficiently provide for the needs of enrolled patients and to meet all VA scheduling requirements / mandates.
        7. All personnel qualifications listed in this PWS must be met.
  5. PACT Pillars and Foundations: The PACT delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. A systems redesign approach has been developed to help teams focus on important components of the model including Patient Centered Care, Access, Care Management and Coordination as well as redesigning the team and work.
  6. Enhance Patient Centered Care: Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Contractor CBOC Clinic staff shall be required to complete the following tasks in order to begin to implement Patient Centered Care:
     1. Engage the patient/family in self management and personal goal setting
     2. Provide education pertinent to care needs and document the provision of that education.
     3. Provide support on site to enroll patients in MyHealtheVet & Secure Messaging
     4. Ensure staff is trained in self management techniques, motivational interviewing, shared decision making as made available by VA.
     5. CBOC patients will be notified of all normal test results within 14 days.
  7. Enhance Access to Care: PACT strives for superb access to care in all venues including face to face and virtual care. Achievement of the following list of requirements will assist the Contractor’s CBOC in achieving superb access for Veterans.
     1. Face to Face Visit Access:
        1. Provide same day access for patients
        2. Increase (establish) group visits and shared medical appointments
     2. Virtual Access
        1. Telephones:
           1. Phones should be answered by a “live” person with a focus on achieving first call resolution. First call resolution is taking care of the Veteran’s issue/request during that call. This approach requires thoughtful planning and strategy.
           2. Increase telephone care delivered to veterans by PACT members.
        2. MyHealtheVet (MHV):
           1. Provide support to enroll into MyHealtheVet
           2. Increase enrollees
        3. Secure Messaging (SM):
           1. Encourage & educate patients to use SM as a non synchronous mode of communication
           2. Establish SM as a communication method in clinic
           3. Increase Veteran participation
           4. Telemedicine & Telehealth

Improve access to scarce medical services via telemedicine capabilities as deemed appropriate by VASDHS.

Increase Veteran enrollment in telehealth modalities available at VASDHS.

* 1. Enhance Care Management & Coordination of Care: Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays, and emergency department visits. CBOC staff shall focus on the following actions to achieve improvements.
     1. Improve Critical Transitions Processes:
        1. Inpatient to Outpatient:
           1. Develop systems to identify admitted primary care patients.
           2. Provide follow up care either by face to face visit or telephone visit within 2 days post discharge.
           3. Document the follow up care in CPRS delivered and communicate among the team.
     2. Enhance Primary Care to Specialty Care Interface
        1. Participate in electronic virtual consults as available
        2. Develop resource listing of specialty care points of contact for nursing and medical care
        3. Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff
     3. Enhance VA & Community Interfaces in Caring for Veterans
        1. Develop a list of community points of contact
        2. Develop mutually agreeable interface systems with community facilities and providers
     4. Improve Systems for Managing the Care of Patient Populations
        1. Enhance Management of Patients with Chronic Illness
        2. Identify patients with suboptimal chronic disease indices from VHA databases (registries)
        3. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
     5. Enhance Health Promotion & Disease Prevention Focus in Care Delivery
        1. Identify patients with preventive care needs from VHA databases (registries)
        2. Develop & implement plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
     6. Enhance Management of High Risk Veterans: frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and severely injured/disabled, frail elderly.
        1. Identify patients with preventive care needs from VHA databases (registries)
        2. Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
     7. Improve Practice Design & Flow to Enhance Work Efficiency & Care Delivery:
        1. Maximize functioning of all team members through role and task clarification for work flow processes.
        2. Develop a plan to improve work flow process for visit or virtual care.
        3. Conduct daily teamlet huddles to focus on operational needs for that day
        4. Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.

1. QUALIFICATIONS: Personnel provided by the contractor (including subcontractors) shall provide the education and credentials of each clinical employee by name (C.V. and/or resume acceptable).
   1. Contractor Staff:
      1. Contractor’s Physician(s) (including subcontractors)
         1. Contractor’s Physicians providing primary care services under the resultant contract shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice.
         2. Contractor’s Physicians shall have current DEA licensure. Contractor shall provide copies of DEA cards for staff providing services under the resultant contract.
         3. Contactor’s Physicians performing under this contract shall be board certified or board eligible by the ABMS in Internal Medicine and/or Family Practice or the BOS in Internal Medicine and/or Family Practice. Evidence of licensure and screening by National Practitioner Data Bank shall be queried by the VASDHS prior to an individual physician being considered qualified to perform under the terms of this contract.
         4. If selected for contract award and physician(s) proposed by the Contractor are not board certified or not eligible for board certification to provide services under this contract, the VASDHS Chief of Staff and Director will make a determination that these physicians are well qualified and fully capable of providing high quality care for veteran patients based on the verification of their credentials related to education, training, professional experience and competency. If VA rejects a proposed physician, the Contractor is required to propose substitute acceptable personnel within five (5) calendar days.
         5. Contractor’s Physicians and personnel providing services under this contract must speak and write English proficiently.
      2. Contractor Dietitian services (including subcontractors): must be provided by a Registered and Licensed Dietitian.
      3. CONTRACTOR’S SOCIAL WORKER (S) (including subcontractors): Social Workers providing services under this contract must have a degree in Social Work from a school accredited by CSWE and be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia, transcripts from an accredited MSW Program, graduation certificate, active, current, unrestricted license, documentation of special training in the mental health field and Social Worker shall have experience providing MH services.
      4. CONTRACTOR’S Certified Registered Nurse Practitioners (CRNPs) (including subcontractors) must have a MSN from a NLN accredited nursing program and have ANA Certification as a Nurse Practitioner in either Adult Health or Family Practice. Authorization for prescriptive authority is required. Three years of clinical nursing experience is required. A minimum of one (1) year clinical experience as a CRNP is required (three (3) years preferred). Experience in outpatient care in a Family Medicine or Internal Medicine environment is preferred. Nurse Practitioners must meet VASDHS qualification standards that include: Citizen of the United States; Full and unrestricted state licensure as a Registered Nurse; Satisfactory Physical Examination; Proficient in written and spoken English; California State Licensure as an NP; Basic Life Support Certification; Advanced Cardiopulmonary Life Support Certification (encouraged); Successful completion of the VASDHS credentialing process; The VASDHS Nurse Professional Standards Board must approve all Nurse Practitioners scheduled by the Contractor to work under this Contract for appointment prior to being assigned shifts in the CBOC.
      5. CONTRACTOR’S Physician Assistants(including subcontractors) must meet one of the three following educational criteria: a) A bachelor’s degree from a PA training program which is certified by the CAHEA; or b) Graduation from a PA training program of at least twelve (12) months duration, which is certified by the CAHEA and a bachelor’s degree in a health care occupation or health related science; or c) graduation from a PA training program of at least twelve (12) months duration which is certified by the CAHEA and a period of progressively responsible health care experience such as independent duty medical corpsman, licensed practical nurse, registered nurse, medical technologist, or medical technician. The duration of approved academic training and health care experience must total at least five (5) years. Authorization for prescriptive authority is required. PAs must be certified by the NCCPA.
      6. CONTRACTOR’S CLINICAL PHARMACY SERVICES (including subcontractors) should be provided by a CPS who is a licensed pharmacist who has completed an ACPE accredited Pharmacy.D program or has at least 1 year of pharmacy equivalent experience at the next lower level. Clinical pharmacy services may be provided by the VA pharmacy or through the contractor depending on the location. The CPS has duties and responsibilities as defined in VHA Handbook 5005, Part 2, Appendix G15, Licensed Pharmacist Qualification Standards. In addition to the requirements listed above, the CPS Pharmacist must meet licensed qualification standards to include 1) citizen of the United States 2) graduate of a degree program in pharmacy from an approved college or university. The degree program must have been approved by the ACPE and obtain full, current and unrestricted license to practice pharmacy in a state, territory, commonwealth of the United States or the District of Columbia.
      7. CONTRACTOR’S TELEHEALTH SERVICES (including subcontractors) All staff employed providing telehealth related services into the clinic must be appropriately credentialed and; where necessary, privileged. All contractor staff who supports telehealth services must be working within permitted licensure and scope of practice. Where non-licensed staff is supporting telehealth services provided through the contractor they must do so under the appropriate clinical supervision.
         1. TCT’s will serve in a generalist role to support and manage telehealth clinical encounters from a patient and provider location as the Tele-presenter and imager for Tele-health store and forward applications. This position serves as the clinic manager for real time Tele-health events, including patient education activations, provision of equipment for the Home Tele-health program, technical and scheduling activities, training, developing and monitoring improvement process for all Tele-health activities as well as other program support duties as assigned. TCTs will perform patient screening and determine the cognitive, physical, emotional and chronological development of adult and geriatric patients effecting appropriate inter/intra facility and outpatient transportation. Ensure proper operation of equipment and products by performing routine maintenance and maintaining proper records for quality reports and workload reporting.
   2. License and Accreditation: All licenses held by the personnel working on this contract shall be full and unrestricted licenses.
      1. Technical Proficiency/Board Certification: The qualifications of such personnel shall also be subject to review and approval by the VA COS. Personnel shall be technically proficient in the skills necessary to fulfill the government’s requirements, including the ability to speak, understand, read and write English fluently.
         1. The Contractor must ensure that all individuals who provide services and/or supervise services at the CBOC, including individuals furnishing services under contract are qualified to provide or supervise such services.
      2. Contractor staff qualifications, licenses, certifications and facility accreditation must be maintained throughout the contract period of performance. In the event that Contractor’s staff is not directly employed by the treating facility, documentation must be provided to the COR to ensure adequate certification. All actions required for maintaining certification must be kept up to date at all times. Documentation verifying current licenses, certifications and facility accreditation must be provided by the Contractor on an annual basis.
      3. The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are properly licensed at all times under the applicable state law and/or regulations of the provider’s license, and shall be subject to credentialing and privileging requirements by VASDHS.
      4. The Contractor will not permit any employee to begin work at a CBOC prior to confirmation from the VA that the individual’s background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the VASDHS Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until such time as the deficiency is corrected:
         1. The VA will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.
         2. The VA shall not approve of subcontracts with non-licensed individual or group providers. The VA will rescind subcontractor approval if the subcontractor should lose their license during the course of the contract.
         3. The VA may refer the matter to the appropriate licensing authority for action, as well as notify the patient that he/she was seen by a provider outside the scope of the contract and may pursue further action.
   3. The Government reserves the right to refuse acceptancE of Contractor, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning contract personnel’s conduct. The final arbiter on questions of acceptability is the CO.
      1. All patient complaints are reported immediately (within 24 hours.) The CO shall resolve complaints received from the COR concerning Contractor relations with the Government employees or patients. Providers and staff are familiarized with the process outlined in contractor’s grievance procedures as well as patient rights. The CO is final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
   4. Credentialing and Privileging: Credentialing and privileging will be done in accordance with the provisions of VHA Handbook 1100.19. This VHA Handbook provides updated VHA procedures regarding credentialing and privileging, to include incorporating: VHA policy concerning VetPro; the Expedited Medical Staff Appointment Process; credentialing during activation of the facility Disaster Plan; requirements for querying the FSMB; credentialing and privileging requirements for Telemedicine and remote health care; clarifications for the Summary Suspension of Privileges process in order to ensure both patient safety and practitioner rights; and the credentialing requirements for other required providers.
      1. Contractor will ensure that all Physicians, Podiatrists, Diagnostic Radiology Technologist, Social Workers and any specialist that requires licensure or accreditation under this contract participate in the Credentialing and Privileging process through VHA’s electronic credentialing system, “VetPro” No services are to be provided by any contract provider requiring credentialing until the parent VA Medical Executive Board and Director have granted approval. The Contractor will be provided copies of current requirements and updates as they are published.
      2. Credentials and Privileges shall require renewal annually in accordance with VA and The JC requirements. Credentialed providers assigned by the Contractor to work at the CBOC shall be required to report specific patient outcome information, such as complications, to the VASDHS. Quality improvement data provided by the Contractor and/or collected by the VASDHS will be used to analyze individual practice patterns. The Service Chief, Primary Care will utilize the data to formulate recommendations to the Medical Executive Board when clinical privileges are being considered for renewal.
      3. Contractor will ensure that all Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants to be employed under this contract also participate in the Credentialing process through VASDHS’s “VetPro,” as described above. Since Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are not recognized by the VASDHS as independent practitioners, they function under a Scope of Practice (not Clinical Privileges). The credentials and scope of practice for Nurse Practitioners, Clinical Pharmacy Specialists, and Physician Assistants are reviewed at the time of the initial appointment and at least every two years thereafter by an appropriate VASDHS discipline-specific Professional Standards Board.
   5. CME/CEU: Contractor staff registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current*.* CME hours shall be reported to the credentials office for tracking. These documents are required for both privileging and re privileging. Failure to provide will result in loss of privileges.
   6. Training (ACLS/BLS/VA MANDATORY): Contractor staff shall complete VA mandatory training as requested and complete ACLS/BLS training and keep ACLS/BLS certifications current throughout the life of the contract. Copies of current certifications shall be provided to the COR.
   7. PATIENT INFORMATION: In performance of official duties, Contractor’s provider(s) have regular access to printed and electronic files containing sensitive data, which must be protected under the provisions of the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs statutes and policies. Contractor’s provider(s) are responsible for (1) protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion and (2) following all applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in a computer access agreement which contract provider(s) signs.
      1. Contractor staff shall complete required security training and sign a VA Computer Access Agreement prior to having access to the VA computer system. Security Training will be accomplished **annually**. Contractor staff shall select training modules for Privacy Training and Information Security Training. Upon completion of the training, please fax training certificates to the Contracting Officer at (562) 961-1384.
      2. In addition, if providing medical services, Contractor staff will attend CPRS training prior to providing any patient care services. Contractor staff shall document patient care in CPRS to comply with all VA and equivalent JC standards.
   8. Rules of Behavior for Automated Information Systems: Contractor staff having access to VA Information Systems is required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to The Contractor for the respective facility.
   9. Standard Personnel Testing (PPD, etc): Contractor shall provide statement that all required infection control testing is current and that the contractor is compliant with OSHA regulations concerning occupational exposure to blood borne pathogens. The Contractor shall also notify the VASDHS of any significant communicable disease exposures and the VASDHS will also notify the contractor of the same, as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel ( as published in American Journal for Infection Control- AJIC 1998; 26:289-354 <http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf>) for disease control. Contractor shall provide follow up documentation of clearance to return to the workplace prior to their return.
   10. National Provider Identification (NPI): All Contractors who provide billable healthcare services to VA; VHA, shall obtain a NPI as required by the Health Insurance Portability and Accountability Act (HIPPA) National Provider Identifier Final Rule, administered by the CMS. This rule establishes assignment of a 10-digit numeric identifier for Contractor staff, intended to replace the many identifiers currently assigned by various health plans. Contractor staff needs only one NPI, valid for all employers and health plans. Contractor staff must also designate their Specialties/ Subspecialties by means of Taxonomy Codes on the NPI application. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>
   11. Conflict of Interest: the Contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided.  The Contractor shall also provide statements containing the same information for any identified consultants or sub-Contractors who shall provide services.  The Contractor must also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.
   12. Citizenship related Requirements: While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. The Contractor must return a signed certification at the time of proposal that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to the VA. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001 and is applicable to the entire period of performance.
   13. Annual Office of Inspector General (OIG) Statement: In accordance with The Health Insurance Portability and Accountability Act (HIPAA) and the Balanced Budget Act (BBA) of 1977, the VA OIG has established a list of parties and entities exclude from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.
       1. Therefore, all Contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at [www.hhs.gov/oig](http://www.hhs.gov/oig) to ensure that the proposed Contract staff and/or firm(s) are not listed. Contractors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP’s may also be imposed against the Contract staff and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.
       2. By submitting their proposal, the Contractor certifies that the OIG List of Excluded Individuals/Entities has been reviewed and that the Contractor and/or firm is/are not listed as of the date the offer/bid was signed.
   14. Non-Personal Services: The parties agree that The Contractor, contract staff, agents and sub Contractors shall not be considered VA employees for any purpose. All individuals that provide services under this resultant contract and are not employees of the Contractor will be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by any and all of its subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service.
   15. CONTRACT PERSONNEL: The Contractor shall be responsible for protecting all Contractor personnel furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all contract staff providing services under the resultant contract:
       1. Workers’ compensation
       2. Professional liability insurance
       3. Health examinations
       4. Income tax withholding, and
       5. Social security payments
   16. Contractor and contract staff shall not perform inherently governmental functions: This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
   17. TORT: The Federal Tort Claims Act does not cover Contract staff. When a contract staff member has been identified as a provider in a tort claim, The Contractor’s staff member shall notify the Contractor’s legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor’s provider’s action or non-action is the responsibility of The Contractor and/or insurance carrier.
2. hours of Operation:
   1. Business Hours: Services shall be available from the contractor 8:00 a.m. – 4:30 p.m. federal holidays are outlined in the next paragraph. The Contractor shall provide flexible scheduling to accommodate Veterans. Evening and weekend clinic hours are an option to the Contractor; however they must be provided at no additional cost to the VASDHS.
      1. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:
         1. New Year’s Day
         2. Washington’s Birthday
         3. Martin Luther King’s Birthday
         4. Memorial Day
         5. Independence Day
         6. Labor Day
         7. Columbus Day
         8. Veterans Day
         9. Thanksgiving
         10. Christmas
         11. Any day specifically declared by the President of the United States to be a National holiday.
3. CONTRACTOR RESPONSIBILITIES
   1. GENERAL: Contractor performing Primary Care and Telehealth services shall provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up.
      1. The Contractor shall provide CBOC services solely dedicated to veterans regardless of gender or age.
      2. Those patients needing specialty or follow-up care shall be referred to VASDHS.
      3. Contractor’s CBOC must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure continuity of health care.
      4. If requested or required by either the Government or the Contractor, the Contractor will work closely with the CO and COR to modify the contract expeditiously, in order to limit the impact on the clinic’s veterans and ensure consistency with the care provided by the VA’s other Primary Care Clinics.
      5. Standards of practice: Contractor shall be responsible for meeting or exceeding VASDHS and TJC (or equivalent) standards.
   2. DIRECT PATIENT CARE:
      1. Contractor’s CBOC shall provide Primary Care and Telehealth services supporting a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Simple to Moderately Complex workload that can be appropriately managed in primary care and telehealth are identified below:

|  |  |
| --- | --- |
| Hypertension | Depression |
| Ischemic Heart Disease | Anxiety |
| Hypercholesterolemia | Degenerative Arthritis |
| Congestive Heart Failure | Respiratory Infection |
| Cerebral Vascular Disease | Chronic Obstructive Pulmonary Disease (COPD) |
| Peripheral Vascular Disease | Urinary Tract Infection |
| Diabetes Mellitus | Common Dermatological Conditions |
| Chronic Pain | Acute Wound Management |
| Gastric Disease | Skin Ulcers (Stasis and Dermal) |
| Anemia | Male Genitourinary (GU) Issues |
| Stable Chronic Hepatic Insufficiency | Cervical Cancer screening |
| Constipation | Osteoporosis |
| Common otic and optic conditions  Basic diagnostic evaluation and tests for infertility | Preventative Medicine Screening and Procedures  Cervical Cancer Screening |
| Breast Cancer Screening | Pharmacology in Pregnancy & Lactation |
| Evaluation & Treatment of Vaginitis  Amenorrhea/Menstrual Disorders | Evaluation of Abnormal Uterine Bleeding  Menopause Symptom Management |
| Diagnosis of pregnancy and initial screening tests  Evaluation and management of Acute  and Chronic Pelvic Pain  Recognition and management of Postpartum  Depression and Postpartum Blues  Evaluation and management of Breast Symptoms  (Mass, Fibrocystic Breast Disease, Mastalgia,  Nipple Discharge Mastitis, Galactorrhea,  Mastodynia) | Crisis Intervention; Evaluate psychosocial  well being and risks including issues  regarding abuse  Violence in women & Intimate Partner  Violence Screening  -Personal and physical abuse  -Verbal/Psychological abuse  Preconception Counseling  Assessment of abnormal cervical pathology |

* + 1. Contractor shall schedule initial or follow-up visits to primary care providers at the Contractor’s CBOC site.
    2. Contractor shall obtain a complete history and physical examination which including one of the following Current Procedural Terminology (CPT) codes: 99203-99205, 99213-99215, 99243-99245, 99385-99387, or 99395-99397 shall be performed on the first visit other than in exceptional circumstances. Cervical cancer screening is not required on first visit but must be accomplished within VA screening guidelines, documenting any outside results and meeting guidelines for a new patient within the guideline time limits.
       1. Exceptional circumstances means the Veteran is seen for his first visit as an emergency for a shorter duration visit. In this case, a complete history and physical examination must be completed within 3 business days.
       2. The complete history and physical examination shall be performed with documentation of Veteran problems via the on-line Problem List option in VISTA/CPRS computer system which shall be updated as needed on each subsequent visit.
       3. The Problem List shall be updated by the third visit and all subsequent visits, and include all significant diagnoses, procedures, drug allergies, and medications.
       4. Contractor shall ensure within twelve (12) months of the last visit, the Veteran receives a visit which justifies any of the *Vesting CPT Codes.*
       5. Contractor shall schedule office, telephone and telehealth visits with other health care providers including nurses, physician extenders, CPSs, or dietitians for the purposes of monitoring or preventing disease and providing patients with information and/or skills so they can participate in decision-making and self-care.
       6. Contractor shall ensure phone contacts with patients and primary care providers or their designee.
    3. INPATIENT CARE:
       1. Should elective inpatient care be deemed necessary by the Contractor, the Contractor shall contact the VA Communications Center at (800) 396-7929 to schedule admission.
       2. During clinic hours, should emergency inpatient care be deemed necessary by the contractor the contractor shall contact the local emergency services for transport to the local hospital emergency room or call 911. If 911 is called the transfer coordinator should be notified at (858) 552-7577 to follow up so the patient can be transferred to the main hospital when stable. If the contractor believes the patient needs admission but is stable to transfer a call should be placed to the Transfer Coordinator to determine if transport and hospital space is available. Under no circumstances should emergent medical intervention be delayed pending administrative guidance from the VA. After notification, the VA will make a determination of eligibility for payment purposes.
    4. AMBULANCE SERVICES:
       1. If an ambulance is required to transport a patient to a local hospital for emergency care, the Contractor shall call 911.
       2. To qualify for emergency ambulance transportation, veterans must meet the following criteria: 1) he or she must be rated at least at the 50% service connected level; 2) a physician must deem the emergency ambulance transport as medically necessary and related to the service connected condition; and 3) before the transportation can take place, the veteran must receive prior approval. The CBOC can obtain such approval by contacting the Patient Transportation Office, Transportation Assistants at (858) 552-8585 ext: 7575. Once a decision has been made that the veteran meets the above criteria, the Contractor's physician shall complete automated VA Form 2105, *Request for Special Transportation*, a form provided by the VA which serves as authorization for ambulance service payment. The automated VA Form 2105 must be signed by the physician and faxed to the Patient Transportation Office at (858) 642-6418 the same day the ambulance is requested. The Contractor shall also notify the Communications Center at (800) 396-7929 if a patient is transferred to a local hospital. Emergency care should not be delayed for this administrative process.
       3. In non-emergent situations when the patient needs to be transferred to the VASDHS, the Contractor physician or his/her designee shall contact the ECC (858) 552 8585 ext 3564 to discuss the case with the ECC physician. In addition, a brief electronic Progress Note should be entered immediately and electronically signed outlining the reason for the urgent referral to the ECC. The Progress Note should be completed in such time that the note is available for viewing by the ECC staff when the patient arrives for care. During regular business hours, the Contractor shall contact the Travel Assistants at 858 552-7575 and the Patient Transportation Office will make arrangements for either in-house or contract transfer. The Contractor's physician shall complete VA Memorandum Form 2105, *Request for Transportation*, and fax to the Travel Assistants at (858) 642-6418. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at (858) 337-7437 who will forward the call to the ECC physician. After regular business hours, the Contractor shall contact the AOD at (858) 337-7437 for travel arrangements.
    5. LABORATORY SERVICES:
       1. Specimen Collection: The Contractor shall be responsible for:
          1. Providing and utilizing the appropriate centrifuge in accordance with the VA San Diego Healthcare System (VASDHS) Department of Pathology and Laboratory Medicine recommendation to separate serum/plasma from blood cells where indicated within the specified time period according to the current standard operation manual. The Contractor shall further be responsible for the storage and preservation of collected specimens according to VASDHS requirements.
          2. Specimen collection is in accordance with the VASDHS Department of Pathology and Laboratory Medicine Service established procedures. This includes but is not limited to the proper patient preparation, identification, patient instruction, accessioning, labeling, handling, processing, storage, preservation and packing for transport of specimens. The contract site will provide quality specimens to the VA using the protocols and guidelines provided.
       2. VASDHS RESPONSIBILITIES:
          1. In order to maintain standardization throughout the VHA for validated products and correlated procedures for accurate patient testing, VASDHS will be responsible for providing necessary supplies to collect laboratory specimens. This includes but is not limited to glucose analyzers and glucose test strips, quality control material, envelopes with occult blood cards, urine pregnancy test kits, specimen collection tubes, blood tube rockers, needles, slides, urine collection cups, PAP Cytology kits, Chlamydia/GC PCR collection kits, HPV collection kits, FIT test kits, and culture collection systems.
          2. The VASDHS Pathology and Laboratory Medicine Service will provide the appropriate barcode scanner and barcode labels in accordance with the VASDHS Department of Pathology and Laboratory Medicine Service requirements as well as guidance on specimen collection.
          3. VASDHS shall be responsible for contacting the contractor if a specimen is not acceptable so that testing cannot be performed and a new sample is required.
          4. The VASDHS is responsible for the courier. Each site will have a pick up once a day whereby, there will be a schedule provided upon award.
       3. SPECIMEN TESTING
          1. The Contractor shall not perform any laboratory testing on VA patients. Any testing performed by the Contractor onsite shall be deemed ancillary testing and is under the authority of the CLIA license of VASDHS.  These tests are considered minimal complexity and as such, shall adhere to the guidelines established by the VASDHS Chief of Pathology & Laboratory Medicine Services (P&LMS) and CLIA 88.   VASDHS Memorandum 113-2, dated April 2010, outlines the scope of ancillary testing; staff responsibility, training and supervision; quality management and reliability of testing performed.  The Contractor shall perform ancillary testing under the authority of the VASDHS ancillary testing program.   VASDHS will provide staff with training, competency, and proficiency for the performance of the following ancillary tests: whole blood glucose, urine pregnancy.
          2. VASDHS shall provide and maintain written policies and procedures for all ancillary tests performed at the CBOC.  Daily Quality Control records shall be maintained, and Faxed to 858-552-7479 at least monthly to the ancillary testing coordinator for review. The ancillary testing coordinator/designee will perform linearity testing on the glucometers every six months.
          3. If the Contractor chooses to perform any additional testing other than what is under the authority of the CLIA license of VASDHS for minimal complexity, the Contractor shall inform VASDHS prior to beginning any such testing and shall be required to be inspected by either the College of American Pathologists or the Joint Commission every two (2) years. This is a Clinical Laboratory Improvement Act (CLIA) requirement. The initial inspection shall occur after the laboratory has been performing testing on patients for a period of six (6) months. The VASDHS is responsible for scheduling these inspections with the cost absorbed through national contracts. If, by mutual agreement, the Contractor does limited and/or routine laboratory testing, the Contractor may also be required to develop specific policies and procedures, be required to establish its own reference ranges and in general, shall need all of the documentation required of the mail-out laboratory. Reporting mechanisms shall also need to be established to indicate that such tests were performed by the Contractor. Staff performing the testing must meet CLIA personnel requirements and must have their professional competencies documented and readily available at the CBOC. It is also important to ensure in all cases that test results, including all legally required comments and information, be entered into the patient’s medical record in Veteran Information System Technology Architecture (VISTA).
          4. The Contractor is responsible for entering orders for laboratory tests into VISTA utilizing the Computerized Patient Record System (CPRS). The VASDHS shall provide training to the contractor on use of CPRS.
          5. The Contractor will follow all policies and procedures and maintain quality control records and provide to VASDHS upon request.
          6. The specimens shall be sent to the VASDHS Laboratory once daily Monday through Friday according to the courier schedule.
          7. VASDHS shall provide guidance on specimen collection. All Contractor staff involved in packing diagnostic specimens for transport via a courier must maintain documentation of appropriate training for packing and shipping hazardous materials. Training shall be provided by the Contractor in accordance with the Department of Transportation requirements. Specimens shall arrive at VASDHS in a condition that allows for safe specimen handling and not compromise the analyzers used for testing or specimen integrity. The VASDHS shall not be responsible for the quality of laboratory test results obtained from specimens improperly collected or labeled, processed (centrifuged and aliquoted). The CBOC shall be contacted to resolve any discrepancies identified on the shipping manifest. The CBOC shall be notified of any specimen or testing problems within 3 business days. All laboratory test results shall be available through VISTA/CPRS upon completion.
          8. The cost for laboratory specimens sent to VASDHS shall be borne by the VASDHS after receipt of specimens for testing; the VASDHS is responsible for any costs associated with laboratory specimens and transportation of specimens to the VASDHS and for arranging such transportation in a properly secured method.
          9. The cost of all lab work, with the exception of lab work sent to the VASDHS or emergency lab work sent to another site which has been authorized by the VASDHS shall be borne by the Contractor.
          10. If laboratory services are performed at a site other than the VASDHS, the Contractor is responsible to notify VASDHS lab for entering the laboratory results into VISTA and will forward the results via Lab Courier or submit electronically through CPRS chart documentation within 3 business days. The results for laboratory tests performed at another site cannot be entered in VISTA using existing test files.
          11. The Contractor is required to use the same test systems/instruments; quality control and reagent used for waived testing performed at the VASDHS.
          12. When the VASDHS Ancillary Testing program upgrades waived test systems/instruments, the Contractor will be notified and upgraded to the new test systems/instruments to maintain the same standard of care. It is the Contractor’s responsibility to maintain the test systems/instruments in proper working order, but it is VASDHS responsibility to replace non-working test systems/instruments. The Contractor will comply with the Pathology and Laboratory Medicine Service, College of American Pathologists (CAP) and The Joint Commission (TJC) requirements/regulations for testing proficiency materials and submitting results. The Contractor shall adhere to the VASDHS, CAP, TJC and CLIA’88 standards/requirements when performing waived laboratory tests. The results of all waived testing shall be entered into the medical record through the laboratory software package in VISTA or CPRS template notes. The Contractor shall take immediate action on any critical waived test result and document the action through CPRS.
          13. The VASDHS shall provide test procedures and training materials, initial training and annual competency assessment. The Ancillary Testing staff shall make periodic visits to the Contractor’s site and monitor the quality control and test results to ensure accuracy and consistency. When necessary, the Contractor shall send quality control records and test results to the Ancillary Testing staff for the purpose of troubleshooting test system/instrument malfunction. The Contractor shall address all questions concerning waived point of care testing to the Ancillary Testing staff.
          14. The Contractor will follow establish VASDHS policies for CBOC providers to be available from 7:00 a.m. to 7:00 p.m. and during off-hours to respond to critical lab results, to include malignancy notification. Ideally a single phone number will be created so the VASDHS PALMS personnel can easily contact the CBOC provider available to receive calls on critical laboratory test results. CBOC provider contact information shall be shared and maintained with VASDHS main laboratory.
          15. The CBOC staff must perform College of American Pathologist Surveys every three months. The contracting facility must purchase the CAP surveys.
    6. RADIOLOGY SERVICES:
       1. The Contractor is responsible for entering requests for Radiology procedures into VISTA utilizing CPRS. VASDHS will provide radiological examinations. Contractor shall refer all imaging studies to the parent VAMC.
       2. The Contractor shall be financially liable for any cost associated with any radiological examinations or imaging studies where prior authorization or concurrence was not granted by the parent VAMC.
    7. LAB AND X-RAY RESULTS:
       1. VHA Directive 2009-019, or the successor directive, “Ordering and Reporting test Results,” mandates that all test results, even normal results, be reported to the patient within 14 days of when the results become available. The Contractor shall ensure that the Veteran receives the results of normal test results within 14 days per the above Directive.
       2. The Contractor shall provide the VASDHS with the name, pager and telephone numbers of licensed independent practitioner (LIP) (physician, nurse practitioner, physician assistant) at the CBOC to accept during CBOC clinic hours, critical laboratory results discovered on tests done by the VASDHS. For critical laboratory results, the LIP shall respond back to the Core Laboratory within forty-five minutes of the initial page or telephone call. The receiving LIP shall document the results in the record and conduct a “read back” procedure to ensure accuracy of transmission and translation of all verbal results. The Contractor will follow established VASDHS policies for CBOC providers to be available from 7:00 a.m. to 7:00 p.m. and during off-hours to respond to critical lab results, to include malignancy notification. Ideally a single phone number will be created so the VASDHS PALMS personnel can easily contact the CBOC provider available to receive calls on critical laboratory test results. CBOC provider contact information shall be shared and maintained with VASDHS main laboratory. VASDHS shall not be responsible for the failure of the Contractor to receive critically abnormal test results during CBOC clinic hours. When the Contractor is notified of critical laboratory and x-ray results that represent an imminent danger to the patient, the Contractor shall notify the patient immediately. For critical results that do not pose an imminent danger to the patient, the Contractor shall notify the patient within twenty-four (24) hours of receipt, of the results and provide follow-up treatment within the scope of the contract. Documentation of actions taken regarding critical laboratory results and serious radiology results shall be made by the Contractor in an electronic CPRS progress note. Please see MCM 114-01 below for further guidance.



* + 1. ELECTROCARDIOGRAM SERVICES: The Contractor shall utilize MUSE-compatible EKGS which are interfaced with VISTA Imaging. The name and mode number of the EKG machine needed is GE 5500 with modem. This shall be supplied at the cost to the contractor. EKGs are done by the CBOC staff and documentation shall be sent electronically from the GE 5500 EKG machine directly into VISTA imaging. When MUSE system is not available EKGs shall be confirmed, interpreted and documented by the CBOC licensed provider. The report shall be scanned directly into VISTA Imaging by the CBOC. The EKGs shall be confirmed and/or read by the CBOC providers with follow up review interpretation by VASDHS Cardiology.
    2. PHARMACY SERVICES:
       1. Emergent or Emergency Medications: The Contractor may order the “First-Fill” of an medication, utilizing approved legend drugs listed in the attachment and from the contracted pharmacies listed in the attachment. The cost of these prescriptions will be paid by the VASDHS. Contractor shall ensure that prescription service billing shall not be charged to the veteran beneficiary, their medical insurance, or their family all pharmacy co-payment billings shall be made by the VASDHS.

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* + - 1. Routine Medications: Medications that are not needed the same day shall be provided to patients via the VASDHS Pharmacy service or through its mail out program (CMOP). All medications shall be entered into CPRS. Patients shall be advised that medication will arrive at their designated address in approximately seven (7) to ten (10) days. To meet this need, prescriptions shall be entered into CPRS the day of the visit. Prescriptions must contain complete prescribing information including the indication for use. Verbal prescriptions shall not be accepted due to the potential for error and subsequent patient safety issues. Medications may not be ordered or given for cosmetic or enhancement purposes.
      2. Formulary:Drugs that are not contained in the current version of the VASDHS Formulary shall not be filled or dispensed to the Veteran beneficiary without the express written permission of the VASDHS. Drugs that are listed as restricted in the current version of the VASDHS Formulary must have prior approval from the VASDHS for prescription to be written. To obtain permission to dispense a non-formulary or restricted medications, the Contractor shall submit a non-formulary drug request in CPRS using the consult option. The Contractor will be financially penalized should their disapproval rate for non-formulary and restricted drugs exceed 10% for one quarter. VA will receive 10% discount off the total value of the invoices for the quarter where the disapproval rate exceeded 10%. The Chief of Pharmacy will notify the Contracting Officer Technical Representative (COR) who in turn, will notify the Contracting Officer so that financial penalties can be made accordingly on contractor invoice.
      3. Refills: Subsequent pharmaceutical refills shall be provided directly by the VASDHS Pharmacy Service or through its mail out program. The Contractor shall clearly make this understood to each patient receiving a prescription. The Contractor shall also be responsible to monitor and review patient records; and flag them to renew, change or discontinue any prescription before they expire; to ensure continuity of correct medication(s). Renewals and changes in dosage of existing prescriptions are considered refills in this context and shall be provided by the VASDHS Pharmacy Service or through its mail-out program. The Contractor shall submit (entering into CPRS) changed/renewed prescriptions sufficiently in advance so that the patient does not run out of medications due to Contractor inattention.
      4. General: As part of the professional practice, the Contractor shall Monitor for and document any medication related problems in the patient’s record to include:
         1. Therapeutic duplication
         2. Drug-disease duplication
         3. Drug-drug, drug-food, drug-lab interferences
         4. Appropriateness of dose, frequency and route of administration
         5. Drug allergy, and Clinical abuse/misuse
         6. Document medications obtained outside the VA in CPRS “Non-VA” medications list, including herbal agents
         7. Medication reconciliation with each primary care visit following VASDHS protocols.
         8. Offer all patients and/or caregivers counseling to ensure appropriate, sage and optimal outcomes from drug therapy. Teaching must be documented in the patient’s medical records.
         9. The Contractor shall ensure strict adherence to the current VA Formulary and to the prescribing guidelines/protocols provided by the VASDHS. The Formulary and prescribing guidelines/protocols shall be provided to the Contractor upon contract award, as well as updates, when changes occur.
      5. For Performance Improvement purposes, the Contractor shall provide the following information:
         1. All medication errors and medication-related incidents shall be reported immediately to the Chief, Pharmacy Service. Additionally, the Contractor shall record and report these events to the prescribers and the VASDHS Chief, Pharmacy Service every three (3) months (or more frequently if a significant problem occurs). Adverse drug events should be reported using the adverse drug/allergy tracking option in CPRS.
         2. Customer complaints/suggestions/compliments shall be recorded and forwarded to the VASDHS Chief, Pharmacy Service, or designee every three (3) months (or more frequently if a significant problem occurs).
         3. Order entry and verification shall be provided for all valid prescriptions from authorized prescribers for authorized patients in VISTA.
      6. Prescribers shall be responsible for providing all necessary dispensing information on each prescription. This includes:
         1. Name of patient.
         2. Address of patient.
         3. Patient Date of Birth (DOB)
         4. Telephone number of the patient.
         5. Name of the physician/prescriber.
         6. Address of physician/prescriber.
         7. Drug Enforcement Agency (DEA) number for controlled substances.
         8. Telephone number of the physician/prescriber.
         9. Indication for the medication prescribed in the instructions for use on each prescription.
         10. Write SC if medication is for a Service Connected condition to avoid patient prescription co-payment. Service-Connected information is contained in the patient’s records.
         11. Name, dosage form and doses of medication.
         12. Quantity of medication
         13. Complete directions for use (PRN alone is not acceptable).
         14. Number of authorized refills.
         15. Physician’s/prescriber’s original signature completed on date prescription is written.
         16. Date prescription is written.
      7. Controlled Substance Prescriptions, Schedule II: Prescriptions for Schedule II medication, in addition to an electronic order, must be written on the provided VHA prescription blanks VAF 10-2577F, and contain the Contractor’s original “wet” signature and DEA number. The prescriptions should be sent to the VASDHS (using the pre-arranged process) to allow expeditious processing and delivery to the patient. If the schedule II medication is required urgently, the Contractor may enter an order into CPRS, fax a copy of the original VAF 10-2577F to the VASDHS Pharmacy, and send the original VAF 10-2577F to the same pharmacy. In early 2013 all controlled substance (II thru V) must be ordered directly thru CPRS by the provider. The paper form will no longer be accepted except for computer downtime. All provider contractor staff who will prescribe controlled substances must have a PIV card with PKI. Prescriber Information: The Contractor shall be responsible for providing all necessary information for each provider with prescriptive authority including a signature documentation that includes the prescribers name, California State License number, address, phone number, and an actual original “wet” signature. This information must be provided to the VASDHS Pharmacy Service prior to the prescriber’s start of duty.
      8. Special & High Priced Pharmaceuticals:
         1. The VASDHS Pharmacy shall provide the following as required, for VA patients receiving treatment at the Community Based Outpatient Clinic (CBOC). This list may be altered after negotiation with a Supplemental Agreement to the Contract:

Hepatitis Vaccine

Annual Flu Vaccine

Pneumonia Vaccine.

* + - * 1. Depending upon eligibility determination, there may be a pharmaceutical co-payment. This co-payment shall be billed and collected by the VASDHS only.
        2. Data Entry. All relevant clinical and administrative data shall be entered into CPRS/VISTA. Workload data must be entered in the acceptable format as determined by the VASDHS Facility Chief Information Officer (FCIO). By completing frequent routine checks, the Contractor shall ensure that all documentation is signed by providers within the accepted VASDHS timeframe.
        3. All patients on anticoagulation medication will be managed by the VASDHS Anticoagulation Pharmacist. The Contractor shall enter a consult to the Anticoagulation clinic via CPRS. The Contractor shall identify a clerical staff member to make lab appointments for the Anticoagulation pharmacist.
    1. Clinical Pharmacy Services:
       1. The provision for clinical pharmacy services and expertise of a CPS should be available to all patients managed by the contractor.
          1. If the services are provided by the VASDHS, the contractor shall provide ample space, support staffing, and ancillary support to allow for the provision of clinical pharmacy services. The support services should be consistent for each CBOC scheduled clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling.
          2. Clinical pharmacy. These services should be provided by a CPS with appropriate knowledge, skills, and abilities (KSAs) to perform comprehensive medication management as described previously. The CPS will function in the capacity of a mid-level provider (through a SOP) or CPA as their primary duty is to collaborate with providers to provide comprehensive medication management to patients.
          3. The PACT CPS and other CBOC providers will receive support from VASDHS to handle routine outpatient medication activities such as prescription verification, refill, renewal, and extension of medication, therapeutic substitutions and conversions, and other general pharmacy issues.
          4. Core privileges should be established in the SOP or CPS to include medication prescriptive authority, assessments, laboratory and other test ordering privileges in the most common Primary Care disease states (chronic diseases including, but not limited to, diabetes, hypertension, hyperlipidemia, smoking cessation, pain management, hepatitis C, osteoporosis).
          5. Direct patient care activities are essential to the role of the CPS in impacting comprehensive medication management and optimal patient care outcomes in PACT. The CPS should have 30-35 hours of bookable appointment time per week. Direct patient care activities in PACT Pharmacy Clinics should contain the 160 stop code in the primary or secondary position to ensure workload capture for clinical pharmacy services.
          6. As appropriate, telephone clinic shall contain appropriate stop codes as well to ensure billing and workload for clinical pharmacy services (160 in the secondary position).
          7. Direct patient care refers to patient care functions which are carried out by a pharmacist in an advanced practice role and are above and beyond those functions considered to be routine part of a pharmacist’s duties. Some examples of direct patient care activities include:

Face-to-face comprehensive medication management of complex patients and chronic diseases (such as anticoagulation, hypertension, diabetes, hyperlipidemia, COPD, heart failure, hepatitis C, pain management);

Urgent or same day face-to-face patient visits including but not limited to patient medication review for polypharmacy, recent hospital discharges, co-managed care patients;

Virtual Care modality visits such as veteran requests through secure messaging, telephone-based care, CVT, HT;

Shared Medical Appointments (SMA); and

Drop in Group Medical Appointments (DIGMA) GMAs

* + - * 1. Telepharmacy: The Contractor shall provide space for clinical pharmacy telehealth services at the CBOC location as appropriate. Clinical Pharmacy services will be provided by the VASDHS Pharmacy Service may be provided via telehealth capabilities.

In the event telepharmacy services are provided by VASDHS (for anticoagulation or PACT), space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VASDHS via electronic transmissions. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (provided by VASDHS).

* + - * 1. The VASDHS will maintain the VA-provided telehealth equipment. VASDHS will also provide the networking capability to support the telehealth equipment. The Contractor will facilitate use of the equipment for the veterans.
        2. Contractor shall provide clerical support, including scheduling, and ancillary support for VASDHS telepharmacy services as appropriate. The support services should be consistent for each CBOC scheduled clinic to include but not limited to intake vitals by LVN/LPN, Unlicensed Assistive Personnel (health tech or nursing assistant), or similar, downloading of blood sugar from meters, POC INR testing and downloading, teaching patients how to use BP monitors at home, calling patients for lab reminders, scheduling patient visits and contacting patients who no-show for rescheduling.
    1. VASDHS Mental Health Clinic Space: The Contractor will provide a separate area for a VASDHS staffed Mental Health Clinic. At least 5 offices should be available for Mental Health Services. Offices shall be 120 SF. Offices must be capable of supporting standard office equipment (power outlets, phone lines, computer connections). Offices should be sound proof or have a white noise device outside the room to maintain confidentiality. Offices and reception area should have panic buttons that will notify security when assistance is necessary. The Mental Health Clinic should have a separate entrance and only be accessible from the outpatient clinic area by authorized personnel. The clinic should have its own reception desk and waiting room. Reception area should be enclosed and only accessible by authorized personnel. A network connection that can support this function will be the responsibility of the VASDHS. The VASDHS is required to address all wiring for equipment and phone lines, as indicated. The VASDHS equipment is to be maintained by VASDHS staff and not the responsibility of the contracting staff. Security cameras should be installed throughout the Mental Health clinic with the monitor set up in the reception area.
    2. Cognitive Behavior Therapy Group Space: The use of one room sufficient in size, approximately 200sq. feet, would be required to perform this function. The setting should be comfortable since the patients will be coming in for mental health related visits. There are no special requirements for wall color or backdrops. The VA will provide furniture for this office. Room is sound proof or has a white noise device outside the room to maintain confidentiality. Ensure security of equipment, VASDHS will provide lock for door; Contractor will limit access to key personnel. Contractor will provide a phone in the dedicated Cognitive Behavior Therapy Group room. Contractor will provide any necessary lightning that is required.
    3. Telemental Health Space: The Contractor shall provide space for telemental health equipment to be placed within the facility by the VASDHS. This space will be approximately 100 square feet. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VASDHS via electronic transmissions. There are no special requirements for wall color or backdrops. The VASDHS will provide furniture for this office. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (provided by VASDHS). The VASDHS will maintain the VASDHS-provided telemental health equipment. VASDHS will also provide the networking capability to support the telemental health equipment.
    4. TELEHEALTH SPACE**:** The Contractor shall provide at least two offices for telehealth equipment to be placed within the facility by the VASDHS. This space will be approximately 100 square feet. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VASDHS via electronic transmissions. There are no special requirements for wall color or backdrops. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (provided by VASDHS). The VASDHS will maintain the VASDHS-provided telemental health equipment. VASDHS will also provide the networking capability to support the telemental health equipment.
    5. TELEHEALTH SERVICES: Several medical telehealth specialty care initiatives, including but not limited to Clinical Video Telehealth (CVT), Teleretinal, Teledermatology, Home Telehealth, are either in service or being planned for in the near future. The Contractor shall be prepared to implement these services upon direction from the VASDHS. VASDHS will publish implementation guidance for new telehealth initiatives in the form of a Telehealth Service Agreement (TSA) that must be signed by the on-site Nurse lead.
       1. Telehealth involves the delivery of clinical care in situations in which patient and provider are separated by geographic distance. It is the responsibility of the contractor to ensure that in the event of a patient emergency, e.g. acute medical event, violence or threat of self-harm that explicit processes are in place that ensures a distance provider can alert the clinic and institute the appropriate actions to protect patients and/or staff from harm. These processes must be regularly checked to ensure they are operational and meet specified response times.
       2. Links to VASDHS telehealth resources that detail clinical, technology and business associated processes. These are provided for information and to guide the contractor in configuring the telehealth services that VASDHS requires. The contractor cannot assume that all clinical, technology, business, regulatory and legal aspects of telehealth that apply to VASDHS and VASDHS practitioners will automatically apply to a third party contracting for telehealth-related services with VASDHS. It is the responsibility of the contractor to ensure that all services provided by a third party to VASDHS using telehealth meet all such requirements.
    6. Clinical Video Telehealth (CVT): The contractor will implement CVT in the form of patient encounters, education and Specialty Care Access Clinic (SCAN) sessions in accordance with the VASDHS CVT Program. VASDHS will provide training, equipment, biomedical engineering support and information technology/network support to facilitate contractor participation in CVT. The contractor will conduct CVT in order to reduce patient travel to specialty clinics at the main facility and improve healthcare access for clinic patients. The contractor, as the Receiving or Patient facility for these CVT encounters, will establish clinic processes and pathways to ensure that patients are properly scheduled, checked-in and otherwise prepared to participate in these CVT sessions in accordance with participating specialty care clinic requirements at the Provider or Providing Facility for the encounter. These may include checking vital signs scheduling labs and/or arranging for results of such preparation to be sent to the specialist prior to the actual video encounter.
    7. Teleretinal: The VASDHS shall provide Teleretinal imaging services for a target population of patients, to include those with Diabetes Mellitus who have not been evaluated for retinopathy within the past year, in accordance with the Teleretinal Imaging Program. The contractor’s Primary Care Providers (PCPs) shall determine, based on CPRS eye clinic records or patient eye history documented in CPRS, which patients that need to be imaged.
       1. Staffing - The Contractor will be required to provide two (2) personnel for performance of these services; one primary and one back-up. The Contractor shall provide a Licensed Vocational Nurse (LVN) staff member to serve as the Telehealth Clinical Technician (TCT) to perform medical telehealth duties. VASDHS will provide telehealth competency training for this TCT to ensure their ability to perform telehealth duties. This includes certification for Teleretinal Imaging and Teledermatology duties. The Contractor should hire a staff member with appropriate scope of work licensing and certification. VASDHS may provide Telehealth training to a designated contract staff member at the VASDHS main facility in San Diego. If the designated contract staff person is unable to attend such training then it will be the responsibility of the contractor to provide training at their cost. Contractor agrees to provide clerical support for telehealth services. Support will include the check –in of patients, checking out (closing patient site appointments), making follow-up appointments, rooming of patients, and other standard medical office administrative support duties. There are also staffing requirements for a registered nurse Home Telehealth Care Coordinator and clerical staff to support all of the Telehealth modalities.
       2. Competency - Teleretinal Imagers will be expected to provide clinical care in compliance with established clinical protocol. Additional guidelines governing operations will be utilized and provided to Contractor by VASDHS. The Teleretinal Imager will be expected to successfully complete training programs required for certification as a Teleretinal Imager including VASDHS required training and any VASDHS training mandated for Teleretinal Imagers. Teleretinal Imagers will be responsible for maintaining imager certification. Teleretinal Imagers will be expected to demonstrate competency on the function and use of the digital retinal imaging system. VASDHS will provide training to Teleretinal Imager and document competency.
       3. Equipment - The VASDHS will provide the necessary Teleretinal imaging equipment and maintenance beyond the user level. The Contractor TCT staff member will provide routine user-level maintenance and cleaning (to include cleaning supplies) ensuring that preventive maintenance is performed on schedule, reporting of equipment failures per protocol, entry of service requests, routine minor maintenance, troubleshooting, and interfacing with vendor to resolve equipment issues.
       4. Services - The Contractor’s Teleretinal service will include but are not limited to: coordinating Teleretinal clinic set up, scheduling, coordination of consult loading into local CPRS account, consult management, provision of data on request, attendance on VA or Network Teleretinal Imaging Team calls, maintaining records required for quality control processes, and participating in performance improvement activities. The Teleretinal Technician will be responsible for transmitting teleretinal images and all other supporting data to the assigned VASDHS reading center within time lines established by policy. The Technician will notify patients of results within 14 days of procedure and is responsible for scheduling follow up evaluations based on clinical protocol. The Technician will be responsible for satisfying the clinical reminder for eye care.
       5. Patient Education – The Contractor will provide basic education to patients including but not limited to: review of acquired images for anatomic and general findings, discussion with veteran regarding the association between glucose control and ocular health, review of the importance of receiving routine eye evaluations, review of photos, and provision of approved handouts.
    8. Teledermatology: The Contractor shall be prepared to provide medical specialty consultative services via Teledermatology. VASDHS will provide all necessary equipment and supplies, to include: specialized camera with associated memory cards, tripod, storage case, battery pack and cleaning equipment; transmission software; cleaning supplies with instructions; and rulers. The Contractor will be required to:
       1. Identify a mid-level provider (this duty may be assigned to the TCT) to complete online teledermatology training through the VASDHS approved training and compile documents necessary to modify scope of practice and collaborative practice agreements
       2. As requested by a CBOC Primary Care Provider (PCP), utilize the trained mid-level provider to measure and photograph (using VASDHS provided rulers and a telederm camera) potential dermatologic concerns
       3. Using VASDHS provided VistA Imaging software, utilize the trained mid-level provider or other staff member to transfer images from the telederm camera to an existing computer workstation at the CBOC, then transmit the images to the VASDHS Dermatology Department for consultative analysis
       4. Initiate treatment, as directed by the VASDHS Dermatology Department.
       5. Provide for storage of one telederm camera (and associated supplies) and the ability to move the camera to various exam rooms to take photos of potential dermatologic concerns.
       6. Clean camera, as needed, and request maintenance/repair, beyond user-level, from VASDHS Biomedical Repair
    9. Home Telehealth (also referred to as Care Coordination Home Telehealth or CCHT): Contractor shall designate at least one registered nurse per 90-120 patients enrolled in Home Telehealth to serve as Care Coordinator responsible for case management of clinic patients assigned to Home Telehealth (HT); recruitment of qualified patients for participation in HT; training of staff on HT benefits for patients and providers; integration of HT into PACT operations and capabilities; participation in HT forums and educational events; training of additional home telehealth Care Coordinators as needed. VASDHS is responsible for training the Home Telehealth Care Coordinator in performing HT duties and operating associated equipment and websites. Should the Home Telehealth Care Coordinator be unable to attend designated mandatory Home Telehealth Care Coordinator training than the Contractor shall provide equivalent training for this staff member at cost.
    10. MILITARY SEXUAL TRAUMA (MST) SCREENING: VHA Directive 2010-033 “Military Sexual Trauma (MST) Programming,” dated July 14, 2010 (or subsequent revisions thereto) requires the expansion of the focus on sexual trauma beyond counseling and treatment, mandates that counseling and appropriate care and services be provided, and mandates that a formal mechanism be implemented to report on outreach activities. VASDHS has mandated screening of every veteran, male and female, for sexual trauma while in the military. This includes asking the veteran whether they have experienced sexual harassment, sexual or physical assault, or domestic violence while on active duty. Screening must be conducted by the CBOC primary care physician and documented in the electronic medical record and in the MST software package in VISTA. If a veteran screens positive for such trauma and would like to receive evaluation or counseling services, a consult can be initiated to Behavioral Health outpatient services. The veteran may decline such services, and this should be documented as well. Immediate assistance can be obtained by calling (619) 400-5189 and asking for the Military Sexual Trauma Coordinator.
  1. SPECIALTY CONSULTATIONS, DIAGNOSTIC TESTING, AND CARE PROVIDED AT VASDHS AND SITES OTHER THAN THE CONTRACTOR SITE:
     1. More specialized evaluations and treatments beyond the purview of a primary care provider can be provided at no cost to the Contractor through the VASDHS. Non-emergent specialty consultations and diagnostic tests not performed at the CBOC will be performed at the VASDHS. The charges incurred from non-emergent specialty evaluations, diagnostic testing and care provided at sites other than the VASDHS shall be the responsibility of the Contractor, unless prior authorization is obtained from the Network Authorization Office (NAO) at 1-800-396-7929. A request for Authorization for Outpatient Non VA Care Services is requested by the ordering Provider by entering a NON VA CARE CONSULT and completing the appropriate information. These authorizations, however, will be granted only in rare instances, as non-emergent referrals should be made to the VASDHS.
     2. If the VASDHS is informed at the time of medical emergency (by contacting the Network Authorization Office (NAO) at 1-800-396-7929, or after 4:30 PM and on weekends and holidays the VASDHS Administrative Officer of the Day (AOD) at (858) 337-7437 and subsequent approval is granted after review of medical records, emergency care charges will be paid for by the VASDHS, generally only if the Veteran is seen at the Contractor’s site and then sent for emergency medical care at the nearest facility. However, the Veterans Millennium Health Care and Benefits Act (38 U.S.C. 1725) (effective 5/29/00) established provisions for the possible payment of non-VA emergency services provided for non-service connected conditions of certain Veterans who have no medical insurance and no other recourse for payment. Refer to section ‘Patient Scheduling’ regarding patients who self-refer or are directed by telephone contact with the CBOC to go to local emergency facilities. Under no circumstances should emergency care be delayed pending administrative guidance from the VASDHS.
     3. Providing Health Care for Transgender and Intersex Veterans: Contractor shall provide primary care services to transgender and intersex veterans who seek enrollment and are eligible for VA health care. Contractor shall make referral to specialty care for hormonal therapy, mental health care, preoperative evaluation, and medically necessary port-operative and long-term care following sex reassignment surgery. Sex reassignment surgery cannot be performed or funded by VHA, or VA. (See Directives Attachment A, VHA Directive 2011-024)
     4. Hard copies of medical reports from sites other than the Contractor's must be scanned by the Contractor into the electronic medical record maintained at the CBOC. No hard copies of medical records will be maintained at the CBOCs.
     5. Available Consult Services: The following Consult services are available at the VASDHS via electronic request. The services include but are not limited to:

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

Highly specialized consults may be available at other VAs.

* + 1. Referral Process:
       1. Specialty consultations shall be requested electronically through CPRS and include consult service requested, urgency, diagnosis (when required), and reason for request. Any and all additional information required by some Specialty Sections must be entered by the referring CBOC Primary Care Provider via the consult template. E-consults and Telehealth may be utilized when appropriate and available.
       2. The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. The VASDHS serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by the VASDHS.
       3. This is also the same process to request outside services such as obstetrics and delivery services for mother and newborn infant care, and mammography services.
       4. The VASDHS is responsible for communicating with the Contractor results of any treatment provided by the VASDHS for the patient. The primary communication link will be the computerized patient record system in CPRS.
    2. Women Veterans Health Care:
       1. Contractor shall provide women’s health services including but not limited to: point of care urine pregnancy testing, annual PAP and pelvic exam per VA clinical standards; annual clinical breast exam; mammogram referral once every two years unless clinically indicated; family planning services; management of conditions related to menopause, osteoporosis screening and other services as they pertain to the care of the female patient. The Contractor is responsible for entering request for mammogram procedures into VISTA utilizing CPRS. VASDHS will provide mammograms. The Contractor will refer patients for mammograms to VASDHS.
       2. For results of “Suspicious” or, “Highly Suggestive of Malignancy,” this communication occurs as soon as possible but no later than 3 business days after the mammogram procedure. Responsibilities for VA on-site provider notifications may be found in VHA Handbook 1105.03 (dated April 28, 2011)
       3. Comprehensive primary care for women veterans is defined as the availability of complete primary care from one primary care provider at one site. The primary care provider should, in the context of a longitudinal relationship, fulfill all primary care needs, including acute and chronic illness, gender-specific, preventative and mental health care. The Primary care provider should be a designated Women’s Health provider.
       4. The full range of primary care needs for women veterans is described below: Care for acute and chronic illness includes routine detection and management of disease such as acute upper respiratory illness, cardiovascular disorders, cancer of the breast, cervix, colon, and lung, diabetes mellitus, osteoporosis, thyroid disease, COPD, etc. Gender-specific primary care, delivered by the same provider, encompasses sexuality, contraception counseling, pharmacologic issues related to pregnancy and lactation, management of menopause-related concerns, and the initial evaluation and treatment of gender-specific conditions such as pelvic and abdominal pain, abnormal vaginal bleeding, vaginal infections, etc.
       5. Preventative care includes services such as age-appropriate cancer screening, weight management counseling, smoking cessation, immunizations, etc. The same primary care provider should screen and appropriately refer patients for military sexual trauma as well as evaluate and treat uncomplicated mental health disorders and substance use disorders.
       6. When specialty care is necessary, the primary care provider will coordinate this care and communicate with the specialty provider regarding the evaluation and treatment plan to ensure continuity of care.
       7. Comprehensive primary care for women veterans shall be maintained at all sites that care for veteran patients. The Contractor must designate a Women’s Health liaison to participate on the Women’s Health Committee either in person or via teleconference.
       8. The Contractor must develop a plan to assign women to an interested, proficient Women’s Health provider who has a sufficient number of women in their primary care panel to maintain competency in caring for those veterans.
       9. The Contractor must provide ongoing education, and training to the primary care Women’s Health provider to assure competency, proficiency and expertise in providing care to women veterans. Designated Women’s Health providers should have at least 120 female patients assigned to them and should obtain at least 10 hours of Continuing Medical Education in women’s health topics on a regular basis.
       10. Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request.
       11. Equipment such as privacy curtains, exam tables with stirrups and lights, adjacent bathrooms where pelvic exams are conducted, speculums, supplies, and equipment to perform Pap smears and pregnancy testing should be on hand in the clinic area.
       12. VA is authorized to provide comprehensive pre-natal, intra-partum and post-partum care to eligible women Veterans. Maternity benefits begin with the confirmation of pregnancy, preferably in the first trimester, and continue through the final post-partum visit, usually at 6-8 weeks after the delivery, when the Veteran is medically released from obstetric care.
       13. Examination rooms shall be set up in accordance with current VA standards to afford women with privacy (placement of examination tables in the room, privacy screens, etc.). Feminine sanitary products will be available in examination rooms where pelvic examinations are performed. Sanitary napkin and tampon dispensers and disposal bins must be available in women’s public restrooms. The Contractor shall have baby changing tables available either in a unisex restroom or in both male and female restrooms.
       14. Hard copies of reports from sites other than the Contractor's must be scanned by the Contractor into the electronic medical record maintained at the CBOC. No hard copies of medical records will be maintained at the CBOCs.
    3. PATIENT SCHEDULING:
       1. The Contractor clinic is not designated as an emergency or urgent care center, and as such is by “appointment only.” Nonetheless, the Contractor shall maintain a triage system for walk-in patients. Urgent walk-in patients are to be triaged by a qualified medical practitioner.
       2. Contractor shall not provide unscheduled care to Veterans who are not currently enrolled in the VASDHS or assigned to the CBOC. However, the Contractor shall make every effort, capacity permitting, to facilitate enrollment of the Veteran for VA care and provide care or refer the Veteran to the nearest VA Medical Center for Veterans already enrolled for VA care.
       3. A clinic schedule shall be established in accordance with the minimum standards defined in the National Clinical Practice Guidelines. The Contractor shall provide extended hours (evenings and weekends) when the patient demand is such that the Contractor is unable to accommodate the needs of enrolled Veterans and/or meet the parameters of the VASDHS policy regarding appointment timeliness. The Contractor is responsible for maintaining back fill staffing for providers and support staff to maintain a staffing level adequate to continue with patient care under the terms of this contract. The Contractor is responsible for providing each of their Provider staff (MD and mid level) with two fully equipped exam rooms when they are providing services to VASDHS patients.
       4. Scheduling of patients will occur through the VISTA Appointment Management System.  Patients will not be scheduled for appointments until the VASDHS Patient Business Office has verified their eligibility status.  Patients also will not be scheduled unless their Eligibility Category status in VISTA is listed as verified and they have been assigned an Enrollment Priority Group.  Patients who do not have a verified Eligibility Category will not be scheduled for appointments, as their eligibility status, as a Veteran, is in question. The VASDHS Patient Business Office will be notified of personnel who fall within this category within 24 hours of their discovery.
       5. In accordance with VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures,” dated June 9, 2010 (or subsequent revisions thereto), which can be viewed at <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=2252>, the contractor must act on all appointment requests for eligible Veterans within 7 calendar days of the request.  The contractor has met the requirement to act when the request is scheduled, cancelled, discontinued, or completed within 7 calendar days. If the contractor is unable to act on any request by the end of the 7th calendar day, the contractor will immediately place the request on the Electronic Wait List (EWL). The contractor will schedule Veterans for an appointment in accordance with the business rules for scheduling as outlined in VA Directive 2010-027. This requirement specifies that Veterans designated for priority care will be seen within 7 calendar days of the desired date for any condition.  Veterans who are rated service connected 50 percent or greater, and Veterans who are rated less than 50 percent service connected requiring care for a service connected disability, are both examples of Veterans designated for priority care.
       6. The Contractor will schedule routine appointments within seven (7) calendar days of request for Primary Care patients and urgent appointments within two (2) business days of request or as medically indicated The CBOC shall meet the Veterans Health Administration's (VHA's) timeliness standards as outlined in VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures,” dated June 9, 2010 (or subsequent revisions to VHA Performance Standards).
       7. Contractor will not unnecessarily cancel patient appointments and will reschedule cancelled appointments in a timely manner any appointment cancelled needs to be rescheduled within 2 weeks. This means the patients must be seen within 2 weeks of the original cancelled appointment date.
       8. Critical patients (those with true emergent needs) shall not be served by the Contractor, and shall be referred to the nearest “safe harbor” medical facility capable of providing critical emergent services. Immediate notification of the Transfer Coordinator at (858) 200-5772 ext: 3448 and Fee Basis at 858 657 1399 is mandatory.
       9. In most instances, patients shall be seen within twenty (20) minutes of scheduled appointments in accordance with VHA Directive 2006-041 (expired on June 30, 2011 but will still be effective until a revision or rescission is published).
       10. Patients who self refer to local emergency facilities and their associated charges for care are not the responsibility of the Contractor; and shall not be provided service under this contract, even if the designated Primary Care Provider under this contract is performing “on call” duties at the local facility. If an enrolled patient who is not actually receiving care in Contractor's facility contacts the Contractor, and the Contractor believes that the Veteran needs emergency care that the Contractor cannot provide, the Contractor should advise the patient to go to the nearest emergency care facility. The Contractor should also advise the patient that VA may not be able to pay for emergency care at the non-VA facility and that the Veteran should contact the VASDHS as soon as possible to determine if VA will pay.
       11. VHA requires that all Veterans have access for toll free telephone care twenty-four (24) hours a day, seven (7) days a week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033, "Telephone Service for Clinical Care," dated 10/11/07 (or subsequent revisions thereto) located at <http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1605>. This directive further establishes benchmarks for telephone service, (e.g., call volume, abandonment rate, and average speed to answer). Benchmarks include an average speed of answer by a live person within 30 seconds and a call abandonment rate of less than 5%.

VHA Directive 2007-033 mandates that the CBOC’s telephone services will provide health care advice and information to all Veterans receiving care via the CBOC and details requirements for telephone service during regular working hours, weekend-holiday-every-night (WHEN) hours, and answering staff (physicians, providers, or registered nurses with direct access to patient records).

* + - * 1. After Hours Telephone Care: This requirement is met if the Contractor makes arrangements with the parent VA facility after hours call center to provide after hours telephone access. It is recommended that the CBOC telephone rolls over to the VA after-hours number.
        2. Business Hours Telephone Care
      1. VHA Directive 2007-033 mandates that the CBOC’s telephone services will provide health care advice and information to all veterans receiving care via the CBOC and details requirements for telephone service during regular working hours, weekend-holiday-every-night (WHEN) hours, and answering staff (physicians, providers, or registered nurses with direct access to patient records).
      2. This requirement is met if the Contractor makes arrangements with the parent VA facility after hours call center to provide after hours telephone access. The Contractor must establish a mechanism to provide this coverage, and it is recommended that the CBOC telephone rolls over to the after-hours number.
  1. EMERGENCIES:
     1. The CBOC will have a local policy or standard operating procedure defining how emergencies are handled, including mental health. The CBOC will maintain appropriate emergency response capability. CBOCs without ACLS teams are required to have an AED.
     2. The VASDHS will provide the CBOCs with an AED and train the staff in its use and checks of the device. The Contractor is responsible for performing the device checks and supplying monthly reports to the COR verifying that the checks are being performed in accordance with the contract requirements. Smaller sites that do not have the appropriate staff mix to manage a code need to dial 911 in addition to retrieving and using the AED. At these facilities, the Chief Medical Officer, in consultation with the code team at the VASDHS, must determine the best location for AEDs throughout the facility. VHA Directive 2008-015, "Automatic External Defibrillators (AEDs)," dated March 12, 2008 (or subsequent revisions thereto).
  2. VISTA:
     1. VASDHS will provide the Contractor access to VISTA, VA's patient record computer system, Computerized Patient Record System (CPRS) that contains: patient medical records, medication profiles, laboratory and radiology data, and other diagnostic test results. Access will be for the purpose of:
        1. Obtaining patient specific information.
        2. Requesting specialty consults, laboratory, radiology, or other diagnostic tests.
        3. Communicating with VA Staff about patient care issues.
        4. Checking formulary status of drugs.
  3. MEDICAL RECORDS REQUIREMENTS:
     1. Authorities: Contractor providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (Health Insurance Portability and Accountability Act).
     2. The resultant contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Treatment and administrative patient records generated by this contract or provided to the Contractor by the VA are covered by the VA system of records entitled [‘Patient Medical Records-VA’ (24VA19).](http://www.rms.oit.va.gov/SOR_Records/24VA19.asp)  Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by the VA. Records identified for review, audit, or evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor’s provider at his expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.
     3. Professional standards for documenting care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by the VA.
        1. Clinical Reminders: Proper documentation and completion of all clinical reminders as they appear during a patient’s visit. Standard is 90% completion of all clinical reminders monthly. VISTA/CPRS will automatically remind providers to complete the following clinical reminders during patient’s visits:
           1. Alcohol Use Screen
           2. Positive AUDIT-C Needs Evaluation
           3. Depression Screening
           4. Evaluation of positive PTSD
           5. Tobacco Counseling by provider
           6. Tobacco Counseling
           7. Iraq and Afghanistan Post- Deployment Screening
           8. TBI Screening
           9. Influenza Immunization
           10. Pneumovax
           11. Colorectal Ca Screening
           12. FOBT Positive F/U
           13. Diabetes Eye Exam
           14. Diabetes Foot Exam
           15. Mammogram Screening
           16. Pap Smear Screening
        2. Medical record entries shall be legible and maintained in detail consistent with good medical and professional practices so as to facilitate internal and external peer reviews, medical audits and follow-up treatments. Copies of received medical information shall be authenticated (signed) copies.
        3. The quality of medical practice shall meet or exceed reasonable standards of professional practice for the required services in health care as determined by the same authority that governs VAMC medical professionals and will be audited by the Medical Center, Service Line or other processes established for that purpose.
        4. The Contractor shall maintain up-to-date electronic medical records at the site where medical services are provided for each member enrolled under this contract. Records accessible by the Contractor in the course of performing this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records-VA" (24VA19). 24VA19 can be viewed at <http://vaww.vhaco.va.gov/privacy/SystemofRecords.htm>. The VA shall have unrestricted access to these records.
        5. The contractor will maintain electronic medical records using the computerized patient record system, CPRS, and Vista Imaging making sure they are up-to-date and will include the enrolled patient’s medical records for all subcontractor providers. The electronic record shall include, at a minimum, medical information, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. Each member's record must be electronic, which includes scanned images, will maintained in detail consistent with good medical and professional practice, which permits eDocumentation that occurs in CPRS and Vista Imaging. No documents from the electronic medical record will print and no shadow records are authorized. Effective internal and external peer review and/or medical audits facilitate an adequate system of follow-up treatment. Hard copies of external source documents may be scanned into the electronic medical record by VASDHS HIMS or the Contractor shall provide a summary progress note written by an appropriate clinician after a review of the external source documents may be used in lieu of scanning any external source documents. The original hard copies shall be couriered weekly via VASDHS courier. An audit of the scanned records must be conducted by the contractor to assure they are scanned properly after scanning. No paper record shall be maintained.
           1. Availability of Records: The Contractor shall make all records available at the Contractor's expense for review, audit, or evaluation by authorized federal, state, and Comptroller or VA personnel. Access will be during normal business hours and will be either through on-site review of records or through the HIMS service at VASDHS. The Contractor is not allowed to have shadow charts or any other paper documents regarding patient information on paper. All patient documentation should be in VISTA/CPRS. No exceptions.
           2. External Peer Review Program: The Contractor shall document in the medical record preventive health case management measures and the chronic disease indicators of the enrolled patient. The medical treatment records generated by the contractor in the course of performing services under this contract shall be made available for audit by the VASDHS's External Peer Review Program (EPRP). Medical record data must be available in CPRS and Vista Imaging and any additional records required for EPRP audit will be promptly forwarded to the VASDHS upon request. This data will be sent electronically via VISTA/CPRS. Contract providers who are seeing VA patients are considered to be the VASDHS providers and as such are provided access to confidential patient information as contained in the medical record.
     4. Release of Information: The VASDHS shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements. In the case of the VASDHS authorizing the Contractor to release patient information, the Contractor in compliance with VA regulations, and at his/her own expense, shall use [VA Form 3288, Request for and Consent to Release of Information from Individual’s Records](http://www4.va.gov/vaforms/va/pdf/VA3288.pdf), to process “Release of Information Requests.” In addition, the Contractor shall be responsible for locating and forwarding records not kept at their facility. The VA’s Release of Information Section shall provide the Contractor with assistance in completing forms. Additionally, the Contractor shall use [VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information,](http://www4.va.gov/vaforms/medical/pdf/vha-10-5345-fill.pdf)  when releasing records protected by 38 U.S.C. 7332. Treatment and release records shall include the patient’s consent form. Completed Release of Information requests will be forwarded to the VA Privacy Officer at the following address: VA San Diego Healthcare System, Attn: Release of Information 3350 La Jolla Village Drive, San Diego, CA 92161.
     5. Disclosure: Contractor and Contractor may have access to patient medical records: however, Contractor and Contractor must obtain permission from the VA before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to VA ‘s records, at VA’s place of business on request during normal business hours, to inspect and review and make copies of such records. The VA will provide the Contractor with a copy of [VHA Handbook 1907.1, Health Information management and Health Records](http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1469) and [VHA Handbook 1605.1, Privacy and Release of Information.](http://www1.va.gov/vhapublications/viewpublication.asp?pub_id=1423) The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor, Contractor and/or sub Contractors.
     6. The Contractor must provide copies of medical records, at no charge, when requested by the VA to support billing and/or VA mandated programs if these records are not available in CPRS or Vista Imaging. The Contractor will use VA Form 5345 (release of records to outside parties), and VA Form 5345a (release of records to veterans themselves), *Request for and Consent to Release of Medical Records Protected by 38 U.S.C.,* for veterans wishing to have their CBOC records released. The Contractor will release information in accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act. Release of Information software will be used to print and release record information thus accounting for any and all disclosures of record information. The contractor will use the provided software package DSS ROI Manager to record and account for all release of information request processed by the contractor. When releasing medical records to the veteran themselves, the 5345a form will clearly indicate:
        1. The veteran full name and full SSN
        2. The information that was released as authorized by the veteran
        3. The date the information was released (inferred that date signed is date released)
        4. Block will be checked that the information was released in person to the veteran.
        5. When releasing the information to an outside third party, the 5345 form will clearly indicate:
           1. Full name of veteran and full SSN.
           2. Complete address of third party to who the records were released to
           3. The exact information that was released as authorized by the veteran
           4. The purpose for third party receiving the records
           5. The expiration date for authorization
           6. The date the information was released, what was released, and by who shall be noted in the bottom right corner of the form in the area designated for such if software is unavailable for more than a 1 week period, the contractor will send via VASDHS courier the signed, completed release forms clearly noting packaged material for entry into the release of information disclosure tracking system. Complex requests, those requiring a bill or those where all the information may not be available to the CBOC, will be forwarded via fax to the VA Release of Information Office at (858) 642-6414 or via mail addressed to VA San Diego Healthcare System, 3350 La Jolla Village Drive, San Diego, CA 92161. Faxed information that is confirmed as received can be shredded.
  4. My HealtheVet: The Contractor shall:
     1. Confirm that the patient is a registered My HealtheVet (MHV) user. This can be accomplished by asking the veteran if they have an account and have indicated that they have checked the VA Patient Box when they registered online for MHV. (The VA Patient Box is located within the “Relationship to VA” Section of the Registration Page).
     2. View a picture ID and verify identity of veteran (one form of government-issued picture ID such as Veterans Identification Card or driver’s license).
     3. Provide the veteran with a VA Form 10-5345a-MHV, if necessary.
     4. Review contents of VA Form 10-5345a-MHV submitted by veteran for completeness and accuracy.
     5. Ask if patient has viewed the MHV Orientation Video.
     6. Fax or send via courier completed VA Form 10-5345a-MHV Form to VASDHS.
        1. If form is faxed, ensure that it is faxed to a secure fax machine at the VASDHS and confirm that the fax has been received. Send original VA Form 10-5345a-MHV to VASDHS with other patient sensitive documents for scanning in patient record and for processing by VASDHS In-Person Authenticator (IPA).
        2. If send via courier, send original VA Form 10-5345a-MHV to VASDHS with other patient sensitive documents for scanning in patient record and for processing by VASDHS IPA.
  5. Patient Handbook:
     1. The Contractor shall provide each patient with a copy of a patient handbook. A sample patient handbook which the Contractor can edit to apply specifically to the CBOC Escondido will be provided by the VASDHS. The handbook shall include:
        1. Address of CBOC, names of providers, telephone number(s), and office hours;
        2. Description of services provided;
        3. Procedures for obtaining services;
        4. Procedures for obtaining emergency services; and
        5. Notice to the patient that they have the right to grieve eligibility related decisions directly to the VA.
  6. Records Retention: The Contractor must retain records generated in the course of services provided under this contract for the time periods required by VHA Record Control Schedule 10-1 and VA regulations (24 VA 136, Patient Medical Records - VA, par. Retention and Disposal). No hard copies of medical records or logbooks of any type may be maintained. If this agreement is terminated for any reason, the contractor will promptly provide the VASDHS with any individually-identified VA patient treatment records or information in its possession, as well as the database created pursuant to this agreement, within two (2) weeks of termination date.
  7. Work-Related Incident Treatment: When treating the veteran for injuries sustained as a result of a work-related incident or an accident, the Contractor must complete the appropriate forms to allow the VA to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.
  8. The VA utilizes both a scanned and electronic medical record (EMR). The primary electronic component is the Veterans Information System and Technology Architecture (VISTA) /CPRS (Computerized Patient Record System), which consists of hardware configurations and software developed by the VA. VISTA/ CPRS, is a collection of over one hundred (100) applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, Progress Note, laboratory, radiology, scheduling/admission-discharge-transfer and discharge summary. The present VISTA/CPRS packages combined comprise an estimated 80 percent of a total electronic medical record. The scanned component of the medical record will consist only of those items not already on-line in CPRS. CPRS requires that all medical entries be done electronically, including, but not limited to, prescriptions, labs, radiology requests, Progress Notes, vital signs, problem lists, and consults.
     1. Contractor personnel will utilize VA’ current VISTA/CPRS technology to compile a concise and relevant account of the patient’s health care with Contractor-owned workstation equipment and communication software.
  9. Training: VASDHS will provide the necessary training to Contractor personnel on the proper use and operation of the CPRS system. VA will provide VISTA training and access appropriate to Contractor’s decision to utilize clinic staff or subcontracted vendor for data entry.
  10. Documentation and Clinical Records: Documentation and clinical records shall be complete, timely, and compliant with VA policies, and current Joint Commission Standards.
      1. The Contractor shall report workload (check-in, check-out) within two (2) working days and other important clinical data including entry into the Patient Care Encounter (PCE module) including ICD9-CM diagnostic codes as well as CPT as defined by the American Medical Association.
      2. The Contractor shall provide individual patient encounters (visits) workload in accordance with established VASDHS reporting procedures. The Progress Notes for each enrolled patient visit, whether the patient visit was with the Contractor or a subcontractor, shall be entered electronically in the patient's record through the VA CPRS system. All Progress Notes and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor’s site, shall be entered into CPRS the Contractor within two (2) business day of the patient’s last visit.
         1. Documentation must be complete for all fields including whether or not the patient is service connected. The CPT and provider codes must match and codes must accurately reflect complexity of visit. Complete documentation must be completed at the time of the patient visit.
      3. All Progress Notes, medication orders, and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor's site, shall be entered into CPRS by the Contractor within two (2) calendar days of the patient’s visit, with the exception of radiology reports.
      4. VASDHS Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by the Contractor will be entered into VISTA/CPRS by VA. Contractor shall be responsible for entering into VA’s CPRS all information and requests for laboratory and radiology test requests.
      5. Progress Notes will be entered into CPRS or the Progress Note portion of the TIU package. The results of laboratory tests performed at the CBOC must be included in the Progress Notes.
      6. Progress Notes must meet CMS guidelines for documentation which include the 3 key components to determine the level of evaluation and management (E/M). These key components include: (1) History; (2) Exam; and (3) Medical decision making. Progress Notes associated with each clinic visit will include pertinent medical treatment, a treatment plan, teaching that was provided to the patient and/or the patient’s family, the date of appointment, and the electronic signature of the treating clinician.
      7. All notes must be linked to the correct visit and location. A patient problem list must be present on the patient’s record by the third clinic visit and will be entered via CPRS on the Problem List tab. This list will include all diagnoses, medications and procedures and will be updated as the patient’s condition changes. Laboratory reports and results will be entered into the Laboratory Package.
      8. The process for entry of data may include manual entry or an automated procedure; however, it must adhere to applicable VA Automated Information Security (AIS) system regulations. Questions may be directed to the VA Information Security Officer at (858) 336-5481.
  11. Encounter Forms: The Contractor will electronically complete encounter form data in the VISTA/CPRS system within two (2) working days of visit. Completed Encounter Forms will include, but are not limited to, the Problem list, appropriate CPT code(s), a primary ICD-9 Diagnosis Code(s), designation of a primary provider, and whether the treatment or care rendered was for a service connected condition or as a result of exposure to agent orange, environmental contaminates, or ionizing radiation.
  12. Women’s Health Software Package: The Contractor must utilize the Women's Health Software package to track and document preventative care for women veterans (in addition to all other VISTA requirements of this contract). Mammograms, pap smears, bone density tests and HPV vaccine administration must be ordered via clinical reminders and the results of same must be documented via clinicalreminders. In addition, every mammogram ordered must be tracked. In addition to the documentation of results in the clinical record, every mammogram report received must be faxed to the Women Veterans Program Manager, at (619) 400-5050.
  13. Forms: Any new or existing Templates used by the CBOC must be approved by the VASDHS Clinical Informatics Team. Request for approval shall be submitted to the forms team via electronic submission into the Forms request consult.
  14. Access to VA Records: Subject to applicable federal confidentiality laws, the Contractor or its designated representatives may have access to VA records at VA's place of business on request during normal business hours where necessary to perform the duties under this resultant contract. Proof of a completed background check is needed as well as certificates documenting VA Privacy and Cyber Awareness Training and Rules of behavior, before access is granted by the VASDHS Information Security Officer.
  15. Reports: The Contractor is responsible for complying with all related VA reporting requirements requested by the VASDHS.
  16. Equipment and Technical Support:
      1. In accordance with VA and VHA directives, policies, and handbooks, all equipment attaching to a VA network will be owned by the VA and controlled by the VA. No other equipment will be connected to this network. The use of the equipment will be for the benefit of the Government in providing care to our veterans. The equipment will only be used by those expressly authorized in support of the VA. All users must comply with and adhere to VA Directives and VA Cyber Security policies.
      2. The VA shall provide and support the PC workstations, software, primary telecommunications lines and networking equipment required to access the VISTA system. The VA shall provide necessary antivirus software for PC workstations and ensure that data definition files are current. In addition the VA will ensure that all Microsoft critical updates and patches are current.
      3. The Contractor shall be responsible for designating an IT Application Coordinator (ITAC) that will enter Software/Hardware requests for the clinic in the IT Equipment Request portal. The ITAC will be responsible to be the IT coordinator for the clinic and can assist the clinic director work with the IT department to fulfill and convey IT needs of the clinic. The Contractor shall be responsible for installation and maintenance of the network infrastructure within the facility including, but not limited to, cabling located inside the walls of the structure and a secure communications closet space to house the patch panels and networking equipment. For backup, contingency and continuity of operations, the Contractor will provide connectivity to the Internet via cable modem, DSL or T1 circuits to the communications closet space. The VA will make and manage the connection from that connectivity to the VA owned networking equipment in the closet. Backup, contingency, COOP connectivity to the VA will be established through a VA provided Site-to-Site VPN connection utilizing Contractor provided Internet Service Provider (ISP). The VA will provide and manage the necessary VPN security router hardware. The Contractor shall be responsible for maintenance and on-going technical support for all data and voice wiring within the walls and ceilings from the data closet to the endpoints of the network. The Contractor is responsible for all charges related to the backup, contingency, and COOP connectivity.
      4. The Contractor shall be responsible for procurement, installation and maintenance of all printers, copiers, fax machines, shredders, or other peripheral office equipment required to operate the facility.
         1. Hardware/software Compatibility List: The following printers have passed compatibility testing with the VISTA Encounter Form:
            1. Lexmark T642n, Lexmark T644n and Lexmark E342n or compatible.
            2. The Contractor shall also provide one small desktop color printer for printing patient education information.
            3. The following scanner has passed compatibility testing with the VISTA Imaging System:
            4. Fujitsu fiI-4340C Sheet Feed Scanner (Any other model used will require approval and certification for Vista Imaging)
      5. The VASDHS will provide advisory technical support to the Contractor’s technical support person for the initial CBOC set-up relative to VISTA, CPRS and VPN connectivity. The VASDHS will provide on-going technical support for VISTA and CPRS software and any other VA software applications. Technical support will be through an escalation process. The Contractor’s employee technical representative will submit a “Help Desk” request by calling 1-800-921-9278 or Ext 4767 (any end-user may also call the Help Desk line for IT support). Initial technical support will be provided by the VA via telephone, which will consist of a VA technical representative speaking to a Contractor employed representative to identify the problem, trouble-shoot and attempt to resolve the problem with the Contractor’s end-user. If the problem cannot be resolved the VASDHS will provide on-site support for VA owned equipment, VISTA, CPRS software and other VA software applications, if necessary within two business days or less depending on the nature and severity of the problem. Issues may be escalated to [SDCVAMCITSMANAGEMENT@med.va.gov](mailto:SDCVAMCITSMANAGEMENT@med.va.gov) if the contractor/ITAC feels that a speedy response is needed, or if they feel that it has taken too long for a tech to be dispatched.
      6. The Contractor will not allow its inability to access VISTA to prevent any patient from being seen by a provider. In the event, and for any reason, that the Contractor is not able to access the VISTA system, the Contractor will record all data manually including the completion of the Encounter Form. Upon recovery of the Contractor’s ability to access the VISTA system, the Contractor will input all data recorded manually into the VISTA system within forty-eight (48) hours of the system becoming operational.
      7. The Contractor shall have a contingency plan for computer downtime that defines the processes in order to ensure continuity of patient care and maintenance of the integrity of the patient’s medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award. In addition, a contingency plan template that designates criticality of application/system, estimate of impact, locations of equipment, and contact persons will be provided to the Contractor for completion after award.
      8. The Contractor shall provide a secure, double locked communications closet to house the computer networking equipment and network patch panel to service the clinic space. This space shall be at least 10’x10’ with air conditioning and fire suppression. The solid core door to the communications closet shall have no vents, windows, or other gaps. This door shall be keyed separately with a copy of the key only provided to the VA Office of Information & Technology department and the site manager. Access to this space shall be strictly controlled to ensure adequate information security.
      9. VA Handbook 6500 that requires the following statement on all fax cover sheets be included: This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.”
  17. Contractor Personnel Security Requirements:
      1. Patient Rights and Responsibilities: Contractor shall conform to all patients’ rights issues addressed in VA Medical Center Memorandum 00-18 (or the successor directive). The Patient and Nursing Home Resident Rights and Responsibilities poster VA 10-88, shall be posted in the clinic waiting rooms.

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* 1. Veteran Eligibility and Benefits:
     1. All veterans applying for care at the CBOC will have an application processed in VISTA by the Contractor to determine priority enrollment category for benefits. The Contractor will process all applications for veterans requesting to be followed at the CBOC. The Contractor will use a number of processes in making priority group determinations including discharge documentation, Hospital Inquiry (HINQ), and communications (written and telephonic) with the VA Regional Office and Records Management Center in St. Louis. The Contractor will contact the VA Supervisor, Patient Registration for any unusual or complicated enrollment issues/questions. The Contractor will adhere to the processes and guidelines established by the Supervisor, Patient Registration in regard to all issues concerning patient enrollment and registration. No veteran should receive clinical care by a CBOC without the Contractor confirming enrollment within the VA. Persons not verified eligible who present to a CBOC in need of urgent or emergent care will be treated on a Humanitarian basis until stable and discharged from CBOC, or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care at the Contractor's CBOC, the patient will be billed directly by the VA and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site.
     2. Registrationand Enrollment: All applications will be registered and enrolled into VISTA by the Contractor using the "Register a Patient" option in the VISTA Registration package. All registrations will then be "Dispositioned" in VISTA by using the "Disposition an Application" option before close of business each day. Any questions related to registrations, enrollment, and dispositions can be referred to the VA Supervisor, Patient Registration at (858) 642-6482.
     3. FinancialAssessments (Means Tests and Copayment Exams): For some veterans, an annual assessment of household income (and sometimes assets) must be completed by the veteran prior to being seen by the Contractor's provider. The Contractor will provide a blank VA Form 10-10EZR (Renewal Application for Health Benefits) to the veteran; and the veteran will fill it out completely, including the financial information on side two of the form. The demographic and financial assessment information will be input into VISTA and maintained by the Contractor. For some veterans, a financial assessment is not required (VA pensioners, service-connected veterans receiving VA compensation, etc.). VASDHS will provide the Contractor with guidelines regarding Financial Assessments, and questions can be addressed to the VA Means Test Clinic at (858) 642-6482.
     4. Co**-**Payment: A co-payment may be assessed for in-patient and outpatient services, as well as pharmaceuticals, to veterans. This co-payment is determined by priority group status and the law. All VA co-payments shall be billed and collected by the VA and are not the responsibility of the Contractor. The Contractor shall notify the patient that, depending on the priority group determination, there may be a co-payment. All disputes for VA co-payments shall be referred to the Customer Service Representative for billing (858) 552-8585 extension: 7544.
  2. Patient Safety:
     1. Adverse events at the CBOC will be reported to the VASDHS Quality Assurance Office Risk Management. An incident report has to be entered into CPRS as soon as possible after the event by the person(s) who witnessed the event. The determination of the need for conducting a Root Cause Analysis will be made by Risk Management. The Contractor is to comply with all the National Safety Center Guidelines as directed in the National Center for Patient Safety. Report adverse events to Lead Patient Safety Manager at (858) 552-8585 extension: 3372.
     2. Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.
     3. The Contractor shall report the following patient risk events to the VASDHS Risk Manager via the Patient Event Report (PER) system in the VASDHS Intranet, including: Falls, Medication errors, Suicide, Suicide attempt, Patient abuse, Missing patient, Homicide, Patient on staff assaults or patient on patient assaults, Deaths, Sentinel events.
  3. Patient Complaints:
     1. The VA Patient Advocacy Program was established to ensure that all veterans and their families, who are served in VHA facilities and clinics, have their complaints addressed in a convenient and timely manner in accordance with VHA Handbook 1003.4, "VHA Patient Advocacy Program," dated 9/2/05 available at the following hyperlink: <http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1303>. Response to complaints will occur as soon as possible, but no longer than seven (7) days after the complaint is made. All patient complaints will be entered in the National Patient Complaint database. Information concerning the Patient Advocacy Program must be prominent and available to CBOC patients. The VASDHS will provide the Contractor with informational handouts describing the program and how to contact the VASDHS Patient Advocate.
  4. Grievance System Requirements:
     1. The enrolled patients have the right to grieve actions taken by the Contractor, including disenrollment recommendations, directly to the Contractor. The Contractor shall provide readable materials reviewed and approved by VASDHS, informing enrolled patients of their grievance rights. The Contractor shall develop internal grievance procedures and obtain VASDHS approval of the procedures prior to implementation. The grievance procedures shall be governed by the guidelines in VHA Handbook 1003.4 (dated September 2, 2005).
  5. Performance Standards, Quality Assurance and Quality Improvement: Services and documentation of care provided under the resultant contract shall be subject to quality management and safety standards as established by VASDHS, consistent with the standards published by JC or equivalent. The contractor shall develop and maintain Quality Improvement/ Quality Assurance Programs and provision of care equal to or exceeding VA Standards. The results of all Quality Improvement activities performed by the contractor involving VA patients will be shared with VASDHS Quality Management Office. Documentation by the Contractor provided to the VASDHS includes, but is not be limited to the following:
     1. Quality improvement plans: Staff meetings minutes (or summary minutes) where quality improvement has been discussed and which include practitioner-specific findings, conclusions, recommendations and written plans for actions taken in response to such conclusion and recommendations, and evaluation of those actions taken.
     2. The Contractor shall complete and annual self assessment utilizing the Joint Commission Standards which can be obtained from the Joint Commission , One Renaissance BLVD, Oakbrook Terrance, IL 60181. The Contractor will be required to submit a plan of action for all deficient self-assessed standards with the time table allowed by the Joint Commission (45 days for Direct Standards and 60 days for Indirect Standards). Should a deficiency be noted for a standard that is categorized as a Measurement of Success, the Contractor will submit a plan of measurement and commence with 4 months of measurement attaining an average of 90% compliance at the end of the 4 month period.
     3. Contractor must be accredited by The JC or maintain a level of service that is in compliance with all current Joint Commission standards. If the Contractor is JC accredited, he/she will be required to furnish a copy of the accreditation letter(s) upon request by the Contracting Officer prior to award.
     4. Listed below is the current outline of topics covered in The JC manual of standards that must be met by the Contractor:
        1. Patient-Focused Functions
           1. Ethics, Rights, and Responsibilities
           2. Provision of Care, Treatment, and Services
           3. Medication Management
           4. Surveillance, Prevention, and Control of Infections
        2. Organization Functions
           1. Improving Organization Performance
           2. Leadership
           3. Management of the Environment of Care
           4. Management of Human Resources
           5. Management of Information
        3. Structure with Function
           1. Medical Staff
           2. Nursing
           3. Medication Management
     5. The Contractor shall notify the Chief of Staff in writing whenever a malpractice claim involving a VASDHS patient has been filed against the Contractor. The Contractor will forward a copy of the malpractice claim within three (3) workdays after receiving notification that a claim has been filed. The Contractor will also notify the VASDHS Special Assistant to the Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the following address: 3350 La Jolla Village Drive, San Diego, CA 92161.
     6. The VA Special Assistant to the Chief of Staff will notify the CO of any notifications received from the Contractor.
     7. The Contractor shall permit on-site visits by VA personnel and TJC surveyors accompanied by VA personnel and/or other accrediting agencies to assess contracted services, e.g., adequacy, compliance with contract requirements, record-keeping, etc.
     8. The Contractor is responsible for the quality management plan for monthly clinical pertinence review of ambulatory care records. If in the course of VA business, a concern is identified, the issues must be addressed by the Contractor and a performance improvement plan initiated. The results shall be forwarded to the VASDHS Chief of Staff and COR, implementation of the performance improvement activities shall be the responsibility of the CBOC Director and VASDHS Quality Manager. The CBOC shall conduct audits of JTC standards that require performance measures. Those audit results shall be sent to the COR on a quarterly basis.
     9. The VA is committed to providing high quality primary care. The VA measures quality in primary care through its performance measurement system. Several "process" and "outcome" measures are extracted by external reviewers from random samples of records of veterans who visited VA primary care providers at CBOCs. These measures change from year to year.
     10. The current performance measures and method of extraction are available at <http://vaww.oqp.med.va.gov>. The Contractor is responsible for achieving levels of performance on these measures that meet or exceed the annual expectations for performance of the PACT Compass Measures as outlined in the Network Performance Plan and Network Technical Manual. Revisions/updates to the Network Performance Plan and Network Technical Manual may be obtained from the above website. The Contractor is required to utilize the VISTA CPRS clinical reminder system as a means of both ensuring high performance on these measures and to facilitate monitoring of performance at the site independent of external reviewers. Levels of performance on the quality measures in primary care will be used as a factor in decisions about renewal of the contract.
     11. The Contractor shall document in writing on appropriate orientation programs for all employees involved in the delivery of patient care, e.g., infection control procedures, patient confidentiality, handling emergencies, patient safety, etc., and provide a copy to the VASDHS COR. Contractor shall be required to furnish method/guidelines by which he/she intends to meet above requirement.
     12. The Contractor will have a quality monitoring/performance improvement program. This program will be available to VA staff and JC. The VASDHS will provide regular feedback on clinic performance measures, including but not limited to the following: licensure verification, workload, consults, drug and lab utilization, formulary compliance, prescription writing patterns, PACT compass measures, Prevention and Performance measures, patient satisfaction, and medical record completeness. The Contractor shall conduct audits pertaining to access, quality improvement, documentation, safety and performance measures. These reports shall be submitted to the COR on a monthly basis and sent via secured email using PKI or utilizing UPS.
     13. The Contractor should comply with all PBM formulary guidance regarding medication use, monitoring and safety. The Contractor should collaborate with VA Pharmacy when CBOC patients are identified that require intervention.
     14. The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes.
     15. The Contractor shall be responsible for meeting national quality standards and shall comply with mandated policies established by VA Central Office (VACO) Patient Care Services (PCS). Each fiscal year new quality standards are developed by PCS and forwarded to each VISN for implementing at each primary care site to include CBOCs. Those standards are found at the VA website and also provided by the COR for implementing.
  6. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)- As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed $150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials.  The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing.  To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire.  CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS.  CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS).  FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
  7. Each Contractor whose contract award is estimated to exceed $150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil).  Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor’s registered representative.
     1. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete.  For contracts exceeding one year, the contracting officer will evaluate the Contractor’s performance annually.  Interim reports will be filed each year until the last year of the contract, when the final report will be completed.  The report shall be assigned in CPARS to the Contractor’s designated representative for comment.  The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
     2. Failure to have a current registration with the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government’s evaluation being placed on file in the database with a statement that the Contractor failed to respond.

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

Kevin H. Vo (Contracting Officer)

4811 Airport Plaza Drive, Suite 600

Long Beach, CA90815

Phone: (562) 766-5575

Email: [Kevin.vo@va.gov](mailto:Kevin.vo@va.gov)

Marvin Bailey (Contracting Officer’s Representative)

3350 La Jolla Village Drive

San Diego, CA 92161

Phone: (858) 552-8585 Ext: 5532

Email: [Marvin.bailey@va.gov](mailto:Marvin.bailey@va.gov)

* + - 1. Liaison Persons: The VA has designated the following liaison personnel for this resultant contract:

|  |  |  |
| --- | --- | --- |
| Title | Role | Phone Number |
| Primary Care Service Line | Clinical Contact | (858) 232-6182 |
| CBOC Manager | COR and Admin Contact | (858) 552-8585  Ext: 5532 |
| CBOC Coordinator | Admin Contact |  |
| Administrative Officer of the Day | Contact for any administrative and clinical problems that arise after normal working hours of 8:00 AM-4:30 P.M., Monday - Friday, weekends and holidays | (858) 337-7437 |
| IRM "Help Desk" | Assistance with VISTA | (877) 998-2633 |
| HIMS ADPAC | Assistance with Patient Information Management System (PIMS) | (858) 336-0170 |
| Patient Registration Office | Assistance with Patient Eligibility | (858) 642-6482 |
| Medical Care Cost Recovery | Assistance with Financial Assessments | (858) 552-8585  Ext: 7544 |
| Outpatient Pharmacy | Outpatient Pharmacy Supervisor | (858) 552-8585  Ext: 7450 |
| Health Information Management Service | Assistance with CPRS and Medical Records | (858) 336-0170 |
| VA Patient Advocate | Assistance with patient complaints, etc. | (858) 552-8585  Ext: 4392 |
| Ancillary Testing | Questions involving lab work, x-rays, and other ancillary testing | (858) 552-8585  Ext: 7712 |
| Pathology and Laboratory Medicine | Chief Medical Technologist for pathology and laboratory medicine | (858) 552-8585  Ext: 3524/3511 |
| Women Veterans Health Services | Program Manager for women veterans health issues | (858) 552-7475 |
| Radiology Service | Chief Technologist for radiology imaging related questions | (858) 552-8585  Ext: 3226 |

* + - 1. While the liaison persons identified and other VA staff may be contacted for questions/information and/or may visit the CBOCs to oversee policy compliance, only the CO is authorized to make commitments or issue changes which will affect the price, quantity, quality, or delivery terms of this contract. Any guidance provided, which the Contractor feels is beyond the scope of this contract, must be communicated to the CO, via the COR, for possible contract modification.
      2. TheContractor shall identify a contact person(s), who shall serve as liaison between the Contractor and the VASDHS. This individual will also ensure the functionality of the clinic according to contract specifications.
      3. The contact person(s) will be available during the administrative tour of duty from 8:00 AM - 4:30 PM Monday through Friday. The Contractor’s point of contact for other than its normal working hours should be reachable by phoning the 24-hour Phone Triage number referenced in paragraph Patient Scheduling.
  1. Special Contract Requirements: Contract Start-up Requirements:
     1. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA enrolled patients. Upon approval by the VA of the Contractor's completion of the start-up requirements, the VA will issue a written Notice to Proceed to the Contractor.
     2. The Contractor shall have ninety (90) days from contract award to commencement of the provision of medical care to local veterans. However, the Contractor must have all start-up requirements in place and ready to commence operation NLT eighty-three (83) calendar days from contract award. The final seven (7) days will be used for training and resolution of any last minute or unexpected technical or personnel related challenges.
     3. The Contractor shall comply with the following contract requirements prior to commencement of clinical operations:
        1. The Contractor will hire, train, and ensure licensure of all necessary personnel.
        2. The Contractor shall furnish evidence of insurability of the offeror and/or of all health-care providers, who will perform under this contract (see VAAR 852.237-7, *Indemnification and Medical Liability Insurance*, OCT l996).
        3. All Contractor-provided health care services shall be available:
           1. Preventive Health Services.
           2. Primary Care Services.
           3. Physician Services.
           4. Mental Health Services.
        4. The Contractor's case management program with primary care providers as case managers for all health care services provided to enrolled patients shall be operational.
        5. The Contractor's VA approved performance improvement program shall be operational.
        6. The Contractor's facility shall be in compliance with the requirements of this contract.
        7. The VA will provide training to the Contractor at the VA relative to data reporting needs, computer system access to VISTA, CPRS, eligibility issues, billing procedures and medical referral procedures within eighty-nine (89) calendar days of contract award. The Contractor is responsible to provide future training to his/her personnel after the initial ninety (90) calendar days of the contract award. The Contractor must provide documentation of training prior to Pathology and Laboratory Medicine providing access to VISTA laboratory software options. The Contractor will be responsible for attendance and performance regarding training sessions. Training will be coordinated by the COR and the Contractor's designee. After contract performance begins, VA staff is readily available by telephone and e-mail to answer questions and provide guidance.
        8. Upon receipt of Notice of Award, Contractor will immediately commence the credentialing and privileging process for all physicians and social workers through the VA. A minimum of six (6) calendar weeks is required for VA credentialing after the package has been completed and received from the provider.
  2. Patient Transportation: Each patient will be responsible for his/her own transportation to appointments.
  3. Signage: The Contractor shall furnish and install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo and reads:
     1. The Contractor shall provide the Contracting Officer with a diagram of the proposed sign which specifies dimensions and identifies the installation location for approval by the Contracting Officer prior to fabrication of the sign. The VA has renamed Community Based Outpatient Clinics, when necessary, to reflect the county in which they are located.
     2. At a minimum two (2) exterior, city approved, strategically, placed illuminated, or easily visible signs shall be posted indication “Department of Veterans Affairs” or “VA Clinic” on the first line, the second line shall contain the name of the (e.g. Escondido Veterans Health Clinic) the third line shall contain the hours of operations (e.g. Hours of Operation: 8:00a-4;30pm.), and at the bottom left corner the VA logo shall be strategically placed on the sign. The exterior sign(s) shall be either 4’X3’ or 6’X4” in size for clear visual to the public that a VA clinic is in operation and located at the site.
  4. Contractor’s Physical Facility:
     1. The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Americans with Disabilities Act. It must also assure privacy for women during examinations and with restroom facilities. Restrooms must also provide at least one changing table for infants. VA shall inspect the Contractor's facility. Contractor must be in compliance with these requirements prior to contract start date. Any inspection shall be conducted during normal VA business hours of 8:00 AM – 4:30 PM, Monday through Friday by the VA Safety Specialist. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the CBOC must be reviewed and approved by the VA to ensure that all life safety codes are met. Parking should be adequate enough to accommodate veteran patients, and shall include at least two (2) handicapped parking spaces.
  5. Privacy Standards:
     1. Veterans must be provided adequate visual and auditory privacy at check-in. Patient names are not posted or called out loudly in hallways or clinic areas.
     2. Veterans must be provided adequate visual and auditory privacy in the interview area.
     3. Patient-identified information must not be visible in the hall including charts where names are visible. Every effort should be made to restrict unnecessary access to hallways by patients and staff who do not work in that clinic area.
     4. Patient dignity and privacy must be maintained at all times during the course of a physical examination. The examination rooms must be located in a space where they do not open into a public waiting room or a high-traffic public corridor. Appropriate locks (either electronic or manual) for examination room doors are required (allowing staff to have key or code access in the case of emergency). When doors are closed, all healthcare personnel must knock, WAIT and enter only after invited in.
     5. Privacy curtains must be present and functional in examination rooms. Privacy curtains must encompass adequate space for the healthcare provider to perform the examination unencumbered by the curtain. A changing area must be provided behind a privacy curtain.
     6. Examination tables must be placed with the foot facing away from the door. If this is not possible, tables must be fully shielded by privacy curtains.
     7. Patients who are undressed or wearing examination gowns must have proximity to women's restrooms that can be accessed without going through public hallways or waiting rooms.
     8. If toilet facilities cannot be located in close proximity to the examination room, the woman must be discreetly offered the use of a toilet facility before she disrobes for the exam.
     9. Sanitary napkin and tampon dispensers and disposal bins must be available in women’s public restrooms. Tampons and sanitary pads should also be available in examination rooms where pelvic examinations are performed and in bathrooms within close proximity.
     10. Restrooms must also provide at least one changing table for infants.
  6. Billing-CPT CODES: The Contractor shall adhere to the most current procedural terminology (CPT) coding standards used for primary care and mental health services – examples listed of CPT and Health Care Common Procedural Coding System (HCPCs) – this list is not all inclusive as it is subject to conformance to the Centers for Medicare and Medicaid Services (CMS) regulations. The contractor will submit applicable codes should changes be required based on CMS updates. As such, the contractor is responsible for identifying applicable CPT, HCPCs and any additional coding each year as CMS regulations are updated.

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| CPT CODES | | SERVICES | |
| 90801, 90804, 90806, 90808,  90847, 90853 | | Individual Psychotherapy | |
| 90847 | | Group/Family Psychotherapy | |
| 99201-99215 | | Office or Other Outpatient Services (Primary Care) | |
| 99241-99245 | | Consultations | |
| 99354-99355 | | Prolonged Services Face to Face | |
| 99441-99443 | | Telephone Calls to Patient or Other Health Care Professionals | |
| 99381-99397 | | Preventive Medicine Service | |
| 99401-99429 | | Counseling and / or Risk Factor Reduction Intervention | |
| 36410, 36415 | | Venipuncture for collection of specimens | |
| Included in CPT codes listed elsewhere in this table. | | Female: Women's health services, including but not limited to, pelvic/breast exams; contraception counseling and management; management of osteoporosis, menopause, pelvic pain, abnormal uterine bleeding, and sexually transmitted diseases; in addition to screening for breast and cervical cancer or, a history of sexual trauma. Referral for pregnancy, mammography and recognition of ectopic pregnancy. GYN abnormalities should be referred through a Gynecology consult to the Parent facility. | |
| 65205 | | Eye: Superficial removal of foreign bodies. | |
| 69000-69200  69210 | | Ear: Simple procedures (e.g., drainage ext. ear abscess, removal foreign body). | |
| 81002, 81025, 82948, 85610QW | | Laboratory Services as follows: Urinalysis (non-automated w/o microscopic), pregnancy testing (visual color comparison), occult blood feces 1-3 tests, breath alcohol, whole blood glucose, glycated Hemoglobin (A1C), and prothrombin time/INR. Optional Provider Performed Tests are as follows: Gastroccult and crystals. *Note: These (waived) laboratory tests can be typically done in physicians'* *offices. All other laboratory services should be referred to VASDHS.* | |
| 90700-90749 | | Immunization Injections as recommended by CDC, or other recognized medical groups/academies. | |
| 93000, 93005, 93010, 93040,  93041, 93042 | | Cardiography Services are limited to ECG performance and interpretation.  *Note: The Contractor must utilize MUSE-compatible EKGs* | |
| 94010, 94060,  94640, 94760 | | Performance and interpretation of spirometry and pulse oximetry for oxygen saturation. Other pulmonary procedures are excluded. | |
| 10060, 10061, 10080, 10081, 10120, 11200, 11730, 11770, 12001, 12002, 12004, 12005, 12006 | | Minor Surgery. Procedures are limited to minor surgeries that only require local anesthesia. | |
|  | |  | |

* 1. Billable Roster:
     1. Additions to Billable Roster
        1. CBOC Clinic Managers can assign and unassigned patients to the CBOC, but shall be under the direction of the PCMM Coordinator/VASDHS Data Manager. VASDHS has the final authority to assign Veterans who are treated by the Contractor into the Primary Care Management Module (PCMM) software program used to track Primary Care Clinic Veteran rosters. Eligibility determination and enrollment of VA eligible enrolled Veterans in the Contractor’s plan shall be the responsibility of the VASDHS. VASDHS will verify that the Veteran was seen through VISTA documentation, and enter the PCMM software as credited to the Contractor’s site and associated clinic roster.
        2. If the Contractor seeks to place on the billable roster a Veteran at the Contractor’s site who is already assigned to another primary care team or provider in the VHA, the VASDHS will have final authority to designate the primary care site for the Veteran. The main basis for this decision will be Veteran preference. Veterans shall not be allowed to be assigned to more than one VA CBOC. The Contractor will comply with VHA Directive 2009-038 “VHA National Dual Care Policy” or the successor directive and notify the VASDHS PCMM Coordinator when they are informed of a concurrent Primary Care Assignment within the VA system. In addition, Veterans will not be allowed to be assigned simultaneously at the Contractor’s site and in any of the primary care teams at the VA. A Veteran’s checked out visit to a particular CBOC shall be deemed to be an expression of that Veteran’s preference as to a particular primary care site.
        3. For Veterans newly assigned in PCMM, the Contractor shall be paid the monthly capitation rate for the full month in which the first visit occurs where medical care is provided to the Veteran at the Contractor's facility by a PCP completing and properly documenting an appropriate vesting visit and using the proper vesting CPT Codes. (Podiatrists, nurses, dieticians, social workers, psychologists, etc., are not considered appropriate PCPs by VA.). Acceptable *Vesting CPT Codes* for this purpose are: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397. All payments shall be monthly in arrears.
     2. Removal from Billable Roster
        1. The Contractor is responsible for confirming with the VASDHS Veterans who no longer should be included on the billable roster at the Contractor’s site. This includes Veterans who have died, moved to other areas, have decided to receive their primary care elsewhere or whom the Contractor has determined have **not** received a proper Vesting Exam Visit in the previous 12 months. A vesting exam visit would be the initial visit with the assigned primary care provider in which the primary care services rendered during the visit qualified for at least one of the defined vesting CPT codes (99201, 99202, 99203, 99204, 99205). Delayed notification that a Veteran should be removed from the billable roster for reasons (9)-(12), in paragraph d below, will result in offsets being taken against subsequent invoices. Delayed notification includes circumstances in which the Contractor or VASDHS, through no fault of their own, do not receive such information until after the fact.
        2. In the event that a Veteran has a legitimate complaint and demands disenrollment for cause, payment shall be discontinued the month after the patient is reassigned in PCMM and Contractor is notified. If arbitration is necessary, clinical issues will be referred to the Executive Director of the contracted facility and the Chief of Primary Care Service section of the VASDHS. In the event that a decision cannot be reached at the clinical level, referral shall be made to the CO for final determination. This decision shall be binding.
        3. Contractor, with approval of the Disruptive Behavior Committee, Chairperson, may disenroll a Veteran (remove from billable roster) for legitimate cause that may include:
           1. Repeated disruptive behavior in clinic;
           2. Threatening behavior towards CBOC personnel;
           3. The Contractor shall contact the COR, or his designated representative, to discuss any issues, including possible removal from the billable roster, due to disruptive Veteran behavior.
        4. The VASDHS has ultimate authority to remove from the billable roster, at any time, an enrolled Veteran from the responsibility of the Contractor. The VA will notify the Veteran (with the exception of par. 6.1.2.5.9-12 below) and the Contractor of the effective date of removal from the billable roster. Removal of Veterans from the Contractor’s responsibility may occur, but not be limited to, the following reasons:
           1. The Veteran loses eligibility for VA care.
           2. The VA decides that removal from the billable roster is in the best interest of the Veteran.
           3. The Veteran was found to have falsified the application for VA services, and approval was based on false information.
           4. When it is determined that a Veteran has abused the VA system by allowing an ineligible person to utilize the Veteran’s identification card to obtain services.
           5. When it is determined that the Veteran has willfully and repeatedly refused to comply with the Contractor’s requirements or VA requirements, subject to federal laws and regulations.
           6. When it is determined that the Veteran has abused the VA program by using VA identification card to seek or obtain drugs or supplies illegally or for resale, subject to state and federal laws and regulations.
           7. The Contractor gives written notification to the VASDHS that the Contractor cannot provide the necessary services to the Veteran or establish an appropriate provider Veteran relationship.
           8. If the Veteran fails to show up for two consecutive appointments, Contractor will notify the Veteran by letter after second “no show,” advising of potential disenrollment from the CBOC (and removal from the billable roster) if Veteran does not contact provider within two (2) weeks of notification. The Contractor shall notify the VASDHS of any Veteran that does not respond to disenrollment notification, immediately after the lapse of the two (2) week period from notification of the Veteran.
           9. Death of the Veteran.
           10. When a Veteran moves to another area.
           11. When a Veteran receives his/her primary care elsewhere.
           12. The Veteran receives no Vesting Visit treatment from the Contractor within one (1) year of their last visit as defined in this PWS.
           13. NOTE: These circumstances may become known after the fact. Upon discovery of these situations, the Contractor will credit or reimburse the VASDHS back to the original date of the removal criteria being met for reasons (6.1.2.5.9-12) above.
        5. For Veterans removed from the billable roster under the “per Veteran [patient] per month (PPPM)” capitation payment method, the Contractor will be paid the monthly capitation rate for the full month in which the date of removal occurred.
        6. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VA Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the CO is binding.
     3. Monthly Billable Roster and Invoice Reconciliation:
        1. Monthly billable roster and invoice reconciliation shall take place as follows:
           1. The VASDHS shall present to the Contractor the VA billable roster for the applicable month to be invoiced.
           2. The Contractor shall reconcile the VA billable roster with its records, negotiate any differences between its records and the VA billable roster, and invoice the VA.
           3. The VA shall certify the Contractor’s invoice.
        2. No later than the seventh (7th) workday of each month, the VA CBOC Coordinator or the COR (or their designee) will submit to the contractor a list of Veteran names who properly meet the billing criteria. This list is the VA “billable roster” for the applicable month to be invoiced. This list will represent the Veterans for whom the VA is willing to provide payment for the previous month. This list will include the names of all Veterans who have received a “vesting” exam from a PCP within the previous 12 calendar months using one or more of the Vesting CPT codes listed earlier in this solicitation / contract. (Example: A list sent to the Contractor on October 7, 2009 will cover the time frame of October 1, 2008 through September 30, 2009.) These “vesting” exams must be completed by an appropriate provider employed by the Contractor and working in that particular CBOC. An appropriate provider can only be a physician trained in Internal Medicine or Family Practice, or a Certified Registered Nurse Practitioner, or a Physician Assistant, or a Psychiatrist (if the psychiatrist actually completes and documents a proper vesting exam and uses a proper vesting CPT code). The list of proper vesting CPT codes is: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397. This billable roster represents all Veterans seen in a “vesting” appointment in the previous 12 months minus any Veterans who may have been seen in that timeframe but have, in the meantime, died, moved to another location and do not plan to receive care at the particular CBOC, or have transferred their care to either another CBOC, a VA Medical Center, or to a private medical practitioner, or who meet any of the remaining disenrollment categories.
           1. The VA will also provide the Contractor with an alphabetically arranged list of names of Veterans who were removed that month from the billable roster due to death, relocation, transfer of care, failure to be seen in a vesting visit for the previous 12 months and/or any one of the reasons listed above. The list shall also include which disenrollment reason is applicable to the particular disenrolled Veteran.
           2. Veteran names that come to either the VASDHS’s or the Contractor’s attention “after the fact” will not only be removed from the current list of invoiced names, but the Contractor will also credit or reimburse the VASDHS for any previous months that may have passed during which time the VASDHS and/or the Contractor were unaware of the Veteran’s demise, relocation, receipt of health care at a different location or any other reason listed in above, for which the VASDHS was paying the Contractor for perceived care.
           3. The Contractor shall reconcile the VA billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding the VA provided billable roster, will be required to be negotiated between the Contractor and the CBOC Coordinator/COR or the CO or their designee. The final Arbitrator to any disagreements between the Contactor and the VA regarding this billable roster is CO. CO decisions in this regard are final, provided that such decision is consistent with the other terms of the contract.
        3. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data, the VA will certify the invoice for payment. The Contractor shall have 30 calendar days from the date of invoice to justify any additions to the billable roster for the applicable month of invoice. After 30 calendar days, no further changes will be authorized for the applicable month’s invoice.
  2. INVOICING AND PAYMENT:
     1. Department of Labor Wage Determination: The Service Contract Act of 1965 and the Department of Labor Wage Determination at attached applies to the resultant contract(s).
     2. Payment in Full. Costs are responsibility of parent VA contracting this service. The contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services.  This provision shall survive the termination or ending of the contract.  To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment. The contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract.  It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.
  3. Payments will only be made for actual services rendered.
  4. Payments shall be made monthly, in arrears. The Contractor shall be reimbursed at the capitation rate specified in the Supplies or Services and Prices/Costs Section. The Contractor will be reimbursed upon receipt of a proper invoice. Invoices must contain the following information:
  5. Invoices must include the following three separate categories:
     1. Total number of listed Veterans from the previous month's invoice.
     2. New Veterans added to the billable roster since the previous month's invoice.
     3. Veterans removed from the billable roster since the previous month's invoice.
  6. Names of Veterans (if any) whose disenrollment generate a credit, the amount of the credit, and the calculation(s) used to arrive at the credit.
  7. The newly enrolled and disenrolled categories will list, alphabetically, each listed Veteran Patient’s name followed with his/her social security number and date of first visit and/or date of removal, as appropriate. Invoices shall also reference the following:
     1. Contract Number
     2. Month Being Invoiced
     3. Number of Patients Being Invoiced
     4. Capitation Rate
     5. Total Amount Due
  8. Invoices shall be submitted to:

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin, TX 78714-8971

* 1. Veteran Patients determined to be ineligible for VA medical care will be billed by VASDHS for the care rendered in accordance with VASDHS regulations. VASDHS shall reimburse the Contractor for one visit for patient or Veteran subsequently deemed ineligible by VASDHS. Reimbursement will be at the Medicare rate in effect on date of service for the state of California for the CPT codes utilized during the initial visit. In accordance with the Description/Specifications/Work Statement Section, the VA is required to verify Veteran eligibility within twenty-four (24) hours from the time the Contractor requests an eligibility determination for each applicant.
  2. The VASDHS may deny payment for emergency medical services performed locally outside the Contractor’s facility if the VASDHS physician reviewing the Veteran’s medical record determines that no emergency existed. The Contractor can appeal this determination in writing to the Contracting Officer by submitting supporting documentation. If a dispute still exists after Contractor’s documentation is reviewed, the Contractor may file a claim under the *Disputes* clause of the contract, FAR 52.212-4(d).
  3. ELECTRONIC FUNDS TRANSFER PAYMENT METHOD**:**
     1. Payments under this contract will be made by the Electronic Funds Transfer Payment Method. In accordance with FAR 52.232-34, *Payment by Electronic Funds Transfer--Other than Central Contractor Registration*, the Contractor must provide the requested information by completing the SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf> and submitting it to *Voucher Audit (04XXX), VA USA City USA*, fifteen (15) days prior to submission of the first request for payment under this contract, unless already enrolled in Electronic Funds Transfer (EFT). The Contractor is also required to register in Central Contractor Registration (CCR) at <http://www.ccr.gov> in accordance with FAR 52.204-7, *Central Contractor Registration*, although payment will not be made through CCR until some future date.
  4. PROCEDURE REGARDING THIRD PARTY RESOURCES:
     1. The VASDHS shall be entitled to, and shall exercise full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled Veterans under this contract and recover any such liability from the third party.
     2. If the Contractor has determined that third party liability exists for part or all of the services provided directly by the Contractor to an enrolled patient, the Contractor shall make reasonable efforts to notify VASDHS for recovery from third party liable sources the value of services rendered. All such cases will be referred to the MCCR Section at VASDHS.
  5. VASDHS has the authority to bill insurance carriers for treatment provided to Veterans for non-service related conditions. Veterans presenting for care will be asked by the Contractor's staff to provide their insurance and/or Medicare card(s). Per the national mandate, the Contractor's staff will then scan the insurance cards (front and back) into the DSS program for processing. In the event the card is not able to be scanned, a photocopy of the front and back should be made and faxed to the MCCR Section at (858) 642-6488. The copy of the card must be faxed no later than the end of the second business day the Veteran is seen. The system automatically requires update of this data every six months (180 days) unless the Veteran identifies a change in his insurance status. Contractor is not liable for data older than 6 months if Veteran has not visited. The Contractor shall review the health insurance information at the time of each clinic visit. The Contractor shall provide the VA with Veteran treatment information on a daily basis in order to facilitate third party billing. The Contractor shall also provide copies of medical records, at no charge, when requested by the VA to support billing.
  6. The Contractor shall obtain, as required by 38 U.S.C. 7332, a timely special consent for any medical treatment for drug abuse, alcoholism or alcohol abuse, infection with the human immunodeficiency virus (HIV), or sickle cell anemia, to a Veteran with health insurance. A special consent from the Veteran is needed to allow VA to release bills and medical records associated with the treatment. This release of Information Form (VA# 10-5345 <http://www.va.gov/vaforms/medical/pdf/vha-10-5345-fill.pdf&sa=U&ei=mw41UM3oLqbI2AWch4HwBw&ved=0CBIQFjAA&usg=AFQjCNHAqetaMIvcgLUkzUyfyRSOz0Dmnw> ) also should be faxed to the Medical Care Cost Recovery (MCCR) Section at (858) 642-6488. If the Veteran refuses to consent, the Contractor shall document the refusal and notify the Supervisor, MCCR at 858 552-8585 ext: 6729.
  7. VA Information Custodial Language
     1. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
     2. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor’s information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA’s information is returned to the VA or destroyed in accordance with VA’s sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
     3. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures,* applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization.* Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
     4. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
     5. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
     6. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
     7. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
     8. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
     9. The contractor/subcontractor’s firewall and Web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA Configuration Guidelines are available upon request.
     10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (1) in response to a qualifying order of a court of competent jurisdiction, or (2) with VA’s prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
     11. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
     12. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.
  8. Security Incident Investigation
     1. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
     2. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
     3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
     4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.
  9. Liquidated Damages for Data Breach
     1. Consistent with the requirements of 38 U.S.C. {5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
     2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA shall secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term ‘data breach’ means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment to data containing sensitive personal information in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
     3. Each risk analysis shall address al relevant information concerning the data breach, including the following:
        1. Nature of the event (loss, theft, unauthorized access);
        2. Description of the event, including
           1. Date of occurrence;
           2. Data elements involved, including any Patient Identifiable Information (PII), such as full zname, social security number, date of birth, home address, account number, disability code;
           3. Number of individuals affected or potentially affected;
           4. Names of individuals or groups affected or potentially affected;
           5. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
           6. Amount of time the data has been out of VA control;
           7. The likelihood that the sensitive personal information shall or has been compromised (made accessible to and usable by unauthorized persons);
           8. Known misuses of data containing sensitive personal information, if any;
           9. Assessment of the potential harm to the affected individuals;
           10. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, (or the successor directive) as appropriate; and
           11. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been comprised.
        3. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following notification;
           1. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
           2. Data Breach analysis;
           3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
           4. One year of identity theft insurance with $20,000.00 coverage at $0 deductible and;
           5. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.
  10. Security Controls Compliance Testing: on a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day’s notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.
  11. Contractor Personnel Security Investigation Requirements:
      1. All Contractor employees who require access to the Department of Veterans Affairs’ computer systems shall be the subject of a background investigation and shall receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor shall be responsible for the actions of those individuals they provide to perform work for VA. The investigation shall be initiated prior to being granted access to VA computer systems.
      2. Position Sensitivity- The position sensitivity will be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof.
      3. Background Investigation- The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquires (NACI). Non citizen contract personnel appointed to Low Risk or Non-sensitive positions shall be subject to a National Agency Check with Law Enforcement and Credit Check (NACLC).
      4. Contractor Responsibilities
         1. The Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the Contractor shall reimburse VA within 30 days.
         2. The current estimated costs for such investigations are as follows:

|  |  |  |
| --- | --- | --- |
| Level of Sensitivity | Background Investigation level | Approximate Cost |
| Low Risk | National Agency Check with Written Inquiries | $ 231.00 |
| Moderate Risk | Minimum Background Investigation | $ 825.00 |
| High Risk | Background Investigation | $ 3, 465.00 |

* + - 1. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak and understand the English language.
      2. The Contractor employees shall download, complete, and e-mail the documents required for the determined Risk Position found on the following website within fourteen (14) calendar days of the individual’s notification from E-Quip acknowledgement of appointment to the position:
         1. <http://www.va.gov/vabackground> investigations Electronic fingerprinting can be performed free of charge at VASDHS, Human Resources Office. The Contractor employees shall also complete the Electronic Fingerprinting Memo which shall be provided at award. All documents shall be electronically submitted by the Contractor, along with a copy of the request worksheet completed by the Contracting Officer or designee (VASDHS HR) and the Electronic Fingerprinting Memo to: <https://www.equiplopm.gov/equip/eQIP>

VA Law Enforcement Training Center/SIC

1. t Roots Dr. Bldg.104

North Little Rock, AR 72114

* + - 1. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
         1. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
  1. Government Responsibilities
     1. Upon receipt, the VA Office of Security and Law Enforcement shall review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.
     2. The VA facility shall pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor shall reimburse the VA facility within 30 days.
     3. The VA Office of Security and Law Enforcement shall notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.
     4. The contracting officer shall ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.
     5. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor shall be responsible for the actions of those individuals they provide or perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident. Printed output containing sensitive VA data shall be stored in a secured area and disposed of properly, per VA Directive 6371, or the successor directive , Destruction of Temporary Paper Records. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information indefinitely. At cost to the contractor the chosen shredder device shall a crosscutting capability which produces particles that are 1x5 millimeters in size or that shall pulverize/disintegrate paper material using disintegrator devices with a 3/32 inch security screen. Furthermore it is the contractor’s responsibility to notify the VASDHS Office of Information and Technology (OI&T) Help Desk staff and/or the Information Security Officer (ISO) when access to Automated Information Systems is no longer needed by personnel performing work under this contract.
     6. Contractor employees are required to complete the online training classes entitled “VA Security Awareness and Privacy Awareness Training” prior to receiving an account on the VA network and annually thereafter. The Education Coordinator shall create an account for each contractor employee in the VA Training Management System (TMS). The COR will notify the Education Coordinator at time of award so Coordinator may enter staff into TMS. A Certificate of successful completion shall be generated and maintained by the clinic administrator and COR or designee. These certificates shall be made available upon request to the Privacy Officer.
     7. In performing this agreement the Contractor shall be considered part of the Department of Veterans Affairs (VA) for purposes of 38 U.S.C. 5701 and 7332. Its employees may have access to patient medical records to the extent necessary to perform this contract. Notwithstanding any other provision of this agreement, the Contractor and its employees may disclose patient records and individually-identified patient information, including information and records generated by the Contractor in performance of this agreement, only pursuant to explicit disclosure authority from VA.
     8. The VA may provide Contractor and subcontractor employees with access to VA automated patient records maintained on VA computer systems only to the extent and under the same conditions and requirements as VA provides access to these records to its own employees.
     9. All Contractor personnel and any subcontracted employees, if applicable, accessing the VISTA system shall be required to sign and abide by all VA security policies, and applicable VA confidentiality statues, 38 U.S.C. 5701, 38 U.S. C. 7332,and the Privacy Act, 5 U.S. C. 552a. The VA shall provide access applications and security agreements. All access request forms shall be submitted to the ISO with required signatures. Contractor shall ensure the confidentiality of all patient information and shall be liable in the event of the breach of confidentiality. All documents are confidential and are protected under the Privacy Act of 1974, as amended. All vendor personnel shall be required to observe the requirements imposed on sensitive data by law, federal regulations. VA statutes and policy, DM&S policy and the associated requirements to insure appropriate screening of personnel.
     10. The data base utilized by the Contractor under this agreement, the adverse drug event reports provided to the Contractor by VA and documents created from analyzing this database, the adverse drug event reports, and patient medical records are medical quality assurance records protected by 38 U.S.C. 5705, its implement regulations at 38 U.S.C. }}17.500-.511 and VHA Directive 2008-077, or the successor directive, Quality Management (QM) And Patient Safety Activities That Can Generate Confidential Documents (or subsequent revisions thereto). These may be disclosed only as authorized by {{5705 and the VA regulations. Disclosure of these records in violation of {{ 5705 is a criminal offense under 38 U.S.C. {{5705(e).
     11. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled “Patient Medical Records-VA (24VA136)
     12. Records created by the Contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations and VA policies. Upon expiration of this contract or termination of the contract or termination of the contract, the Contractor shall promptly provide the VA with any individually identified VA patient records.
     13. All portable media (including but not limited to thumb-drives, CD-ROMs, etc) shall be provided by VASDHS OIT. If utilized by the Contractor under this contract, the equipment shall be encrypted in accordance with the security requirements identified in FIPS 140-2. Only thumb drives and encryption software explicitly approved by the VA may be used. The use of floppy disks is not permitted without written or electronic approval. Exemption requests shall be processed through VASDHS OIT via this SharePoint site: <http://vaww.sandiego.portal.va.gov/sites/itac/Sanctuary/default.aspx>.
     14. No VA data is permitted to be stored on a desktop or laptop computer hard drive. Any portable device, such as a computer, laptop, tablet, BlackBerry, or any other portable electronics that are provided by the VA that have data storage capability used under this contract shall have the hard drive encrypted in accordance with FIPS 140-2.
     15. No records containing Individually Identifiable Information or Protected Health Information, as defined by the Federal law regulation, shall be sent maintained, stored or accessed by the Contractor (or any Subcontractor(s) outside of the United States.
     16. Privacy and Security incidents shall be report immediately to the VASDHS Privacy Officers for entry into the Privacy Violation and Tracking Software.
     17. Poster containing the names and contact information for the VASDHS Privacy and Security Officers shall be prominently displayed in an area where all Veterans can easily view.
     18. The VA’s Notice of Privacy Practices shall be prominently displayed and copies available upon request.

# SECTION C - CONTRACT CLAUSES

## C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice*.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

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

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

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

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

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

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

http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | JAN 2012 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.232-17 | INTEREST | OCT 2010 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.245-1 | GOVERNMENT PROPERTY ALTERNATE I (AUG 2010) | APR 2012 |
| 52.245-1 | GOVERNMENT PROPERTY ALTERNATE II (JUNE 2007) | APR 2012 |

## C.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

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

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

(End of Clause)

## C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

(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.5 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 five (5) Veterans per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of twenty five (25) Veterans per day;

(2) Any order for a combination of items in excess of fifty (50) Veterans per day; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## C.6 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 expiration of contract.

(End of Clause)

## C.7 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 60 days.

(End of Clause)

## C.8 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of Clause)

## C.9 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)

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

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 *U.S.C. 401 or 402* and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions*. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity*. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of Clause)

## C.10 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## C.11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.13 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

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

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

(End of Clause)

## C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

## C.15 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

## C.16 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

## C.17 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## C.18 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

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

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

## C.19 VAAR 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.20 VAAR 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.21 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

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

\* Amounts are listed below:

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

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

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

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

\* Amounts from paragraph (a) above:

$1,000,000.00

(End of Clause)

## C.22 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

## C.23 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

(End of Addendum to 52.212-4)

## C.24 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (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 (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (11) [Reserved]

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

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

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

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

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

[X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[X] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[X] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[X] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).

[] (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

[] (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

[X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

[X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[X] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 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).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class Monetary Wage-Fringe Benefits

Licensed Practical Nurse $19.25

Registered Nurse $29.75

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[X] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.25 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 ATTACHMENT 1 – KEY PERSONNEL FORM

**KEY PERSONNEL FORM**

**Date:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| STAFF PERSON NAME | MED. (M) or ADMIN. (A) | DEGREE | SPECIALTY | LICENSED/  CERTIFIED | FT/  PT | NPI Number | # HRS AVAIL. PER WK | CONTRACT ROLE |
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## D.2 ATTACHMENT 2 – CONTRACT LIST OF REPORTING REQUIREMENTS

In accordance with Joint Commission Manual <http://www.jointcommission.org/>

|  |  |  |  |
| --- | --- | --- | --- |
| Report Title | Submit with Proposal | Frequency After Award | Distribution |
| Environment of Care (EOC) Management Plan for: |  |  |  |
| Safety  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Security  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Hazardous Material  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Emergency Preparedness  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Life Safety  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Medical Equipment  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Utility Systems  - Effectiveness Review | No | Annually | Contracting Officer  Safety Manager |
| Fire Drill Records |  | Quarterly | Safety Manager |
| Description of Emergency Preparedness Exercise |  | Annually | Safety Manager |
| Infection Control Plan | Yes\* | Annually | Safety Manager |
| Blood borne Pathogen Plan | Yes\* | Annually | Safety Manager |
| Tuberculosis Control Plan | Yes\* | Annually | Safety Manager |
| Quality Improvement Plan | Yes |  |  |
| Quality Improvement Reports |  | Quarterly | Contracting Officer  COR |
| List of Key Personnel and Credentials  (See Key Personnel Form) | Yes | \*\* | Contracting Officer |
| Credentialing Policies and Procedures | Yes |  | Contracting Officer  COR |

\* Information not required with proposal if contractor is Joint Commission accredited. Information is required on an annual basis.

\*\* Information shall be submitted prior to performance of any work by any individual initially identified (or designated after award) as “Key Personnel”

## D.3 ATTACHMENT 3 – SYNNOPSIS OF JOINT COMMISSION REQUIREMENT

**SYNOPSIS OF JOINT COMMISSION REQUIREMENTS**

1. **ADVERSE EVENTS** – are untoward incidents; therapeutic misadventures, iatrogenic injuries or other unexpected occurrences directly associated with Care Lines or Management Systems provided within the jurisdiction of a medical center, outpatient clinic or other VHA facility. Adverse events may result from acts of commission or omission. Adverse events may also include environmental events. Events can be reported utilizing other forms of communication, i.e., MS Exchange, Telephone.
2. **CLOSE CALL** – Events or situations that could have resulted in an adverse event, which includes environmental issues, accident, injury, or illness, but did not because of chance or timely intervention. This category includes errors that could have been adverse sequences if only the specifics of the situation had been different. Close calls are opportunities for learning and afford the chance to develop preventive strategies and actions. Close calls receive the same level of scrutiny as adverse events that result in actual injury.
3. **INTENTIONAL UNSAFE ACTS** – any event that results from a criminal act; a purposefully unsafe act; an act related to alcohol or substance abuse; or, events involving alleged or sustained abuse of any kind.
4. **MEDICAL DEVICE** – any item that is used for diagnosis, treatment, or prevention of a disease, injury, illness, or other condition; it is not a drug.
5. **PATIENT ABUSE** – includes acts against patients that involve physical, psychological or verbal abuse. Patient’s perspective of how he/she is being treated is an essential component of the determination of a patient abuse. However, the fact that a patient has limited or no cognitive ability does not exclude the possibility of abuse.
6. **ROOT CAUSE ANALYSIS (RCA)** – is a process for identifying the basic or causal factors that underlie variation in performance associated with adverse events or close calls. An RCA will be conducted when it has been determined by the Patient Safety Manager, Risk Manager, and/or Safety Officer that the event or close call is considered a real or potential catastrophic event or if in the best interest of the facility to do an RCA.
7. **SENTINEL EVENTS** – as defined by the Joint Commission, are unexpected occurrences involving death (death not related to the natural course of the patient’s illness or underlying condition) or psychological injury, or risk thereof. Serious injury specifically includes loss of a limb or function. Major permanent loss of function means sensory, motor, physiologic, or intellectual impairment not previously present that requires continued treatment or life-style change. The phrase “risk thereof” includes any process variation for which a recurrence would carry a significant chance of serious adverse outcomes. Additional examples of sentinel events are:
8. Infant abduction or discharge to the wrong family
9. Rape (by another patient of staff)
10. Hemolytic transfusion reaction involving administration of blood/blood products, having major blood group incompatibility
11. Surgery on the wrong patient or wrong body part regardless of the magnitude of the procedure
12. **SERIOUS ILLNESS OR INJURY** – as defined by the Medical Device Act is an Illness or injury that is life threatening; results in the permanent impairment of a body function or permanent damage to the body structure; or necessitates medical or surgical intervention to preclude permanent damage to a body structure.

**PRE AWARD SUBMISSION PERFORMANCE IMPROVEMENT INFORMATION REQUIRED FOR ALL NON-JOINT COMMISSION ACCREDITED ORGANIZATIONS.**

1. Performance Improvement Plan:
2. Policy/Official Document that describes the organization’s approach to continuous improvement.
3. Most recent annual appraisal of performance improvement to Executive Leadership and Board of Directors.
4. Current measures
5. Employee Competence
6. Most recent report to Executive Leadership and Board of Directors concerning competence of employees.
7. Education Plan
8. Credentialing and Privileging
9. Policy/Official Document that describes the organization’s approach to credentialing and privileging of providers.
10. Examples of source documents
11. Patient Safety
12. Policy/Official Document that describes the organization’s approach to patient safety.
13. Documentation that describes the organization’s most recent initiative to improve patient safety.
14. Pain Program

Policy/Official Document that describes the organization’s approach to assessing and managing pain.

1. Infection Control
2. Policy/Official Document that describes the organization’s approach to infection control.
3. Measures/monitors currently in place to assess effectiveness of infection control program.

## D.4 ATTACHMENT 4 – SAMPLE ENVIRONMENT OF CARE MANAGEMENT PLAN

**SAMPLE ENVIRONMENT OF CARE (EOC) MANAGEMENT PLAN**

OBJECTIVE: To provide a safe, functional, supportive and effective environment of care for patients, staff members, and other individuals that visit the Community Based Outpatient Clinic.

SCOPE: The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Outpatient Clinic is administered through the VA San Diego Healthcare System (VASDHS). Its environment of care is an extension of the Medical Center Environment of Care. This plan applies the critical components of the Medical Center Plan to the clinic setting for the areas of safety, security, hazardous materials and wastes, emergency preparedness, life safety, equipment, and utilities.

PROCEDURES:

1. GENERAL:
   1. All references in the text to Medical Center refer to the VASDHS.
   2. There will be ongoing monitoring of performance indicators for each Environment of Care section aggregated across the Medical Center. The indicators will include data from this CBOC.
   3. An annual evaluation of the Environment of Care Management Plans and their effectiveness will be performed annually by the RN CBOC Coordinator at the end of the fiscal year and forwarded to the Medical Center MVA Care Line Manager for presentation to Local Environment of Care Workgroup.
   4. All clinic staff will participate in the Medical Center orientation and ongoing mandatory education process. This is supplemented by area-specific training as necessary that will include a review of this management plan and all referenced policies.
   5. Contractor will provide plan for handling temporary staff, coverage of sick personnel, etc.
2. SAFETY MANAGEMENT:
3. The Medical Center Safety Officer is responsible to oversee development, implementation and monitoring of safety management. He/she is authorized to intervene whenever conditions pose an immediate threat to life or health or threaten damage to equipment or buildings. Because the Safety Officer is not located on site, all staff is empowered to take the appropriate actions if there is a known threat. The Safety Officer should be immediately notified of any such intervention.
4. Grounds are maintained by the property manager. This includes snow removal and the repair of physical deficiencies.
5. A risk assessment is performed at least twice a year by the RN Clinic Coordinator to evaluate the impact of the buildings, grounds, equipment, and occupants on patient and public safety;
6. The results of the risk assessment and all other safety issues that cannot be corrected locally are forwarded to the Medical Center MVA Care Line Manager for presentation to Local Environment of Care Workgroup.
7. All incidents of property damage, occupational illness, and patient, personnel, or visitor injury are reported to the Medical Center through ASISTS (employee or visitor), the Risk Management Incident Reporting system (patient) or on VA form 2162 (property damage) as appropriate.
8. SECURITY MANAGEMENT:
9. The normal hours of operation for the \_\_\_\_\_\_\_\_\_\_ CBOC are \_\_\_\_\_AM to \_\_\_\_\_PM, Monday through Friday, excluding National Holidays. The RN CBOC Coordinator controls keys to the site. All staffs are issued keys. The first staff member arriving and the last to leave are responsible for unlocking and locking the clinic doors.
10. The Local Police are contacted to respond to security incidents including violence, threats of violence, theft, abduction, and civil disturbances. Copies of all relevant police reports will be obtained and reviewed by the RN CBOC Coordinator.
11. Medical records will be secured so that building maintenance staff cannot access them.
12. Management of Hazardous Materials and Wastes:
13. Known hazardous materials and wastes that may be found at the \_\_\_\_\_\_\_\_\_\_ CBOC include infectious materials, chemotherapeutic agents, chemicals used for cleaning and other purposes, and mercury from sphygmomanometers and thermometers.
14. All work in the CBOC is performed in accordance with \_\_\_\_\_\_\_\_\_\_\_Exposure Control Plan. This includes:
15. Orientation and annual refresher training
16. Universal Precautions
17. Gloves and other appropriate PPE are readily available
18. All staffs are offered a Hepatitis B vaccine.
19. Infectious waste is disposed of as Regulated Medical wastes in red biohazard bags and/or sharps containers. The waste is removed transported and disposed of by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a regulated medical waste hauler.
20. Infectious spills are cleaned up with a spill kit or mop and disinfected with \_\_\_\_\_\_\_\_\_\_\_\_\_ and disposed of as regulated medical waste.
21. Chemicals are handled in accordance with the CBOC Hazard Communication Plan. This includes:
22. Maintaining an inventory of all chemicals
23. Ensuring proper labeling of all chemicals
24. Maintaining Material Safety Data Sheets on site for all chemicals
25. Orientation and annual refresher training that describes the specific precautions, procedures, and protective equipment to be used when handling chemicals
26. Chemicals are stored as required by their material safety data sheet.
27. Chemical spills are cleaned up using a mop or a spill kit as appropriate.
28. Mercury is cleaned up by using a mercury spill kit. The spill kit and waste is delivered to the Safety Office for proper disposal.
29. The local fire department will be contacted if there is a large spill that cannot be safely cleaned by clinic staff. The clinic will be evacuated if necessary.
30. Management of Emergency Preparedness:
31. Emergencies may include fire, violence, threats of violence, utility loss, a hazardous material release, or extreme weather conditions.
32. A staff member will call 911 from a safe location to notify the appropriate authorities.
33. All personnel will evacuate the building to a point of safety if there is any emergency that poses an imminent risk to them. Staff is responsible to ensure that all patients visiting the clinic are accounted for.
34. The property manager will be contacted if there is a failure of a utility system serving the clinic.
35. The clinic will be closed if there is an emergency that prevents the clinic from providing adequate patient care. If the clinic is expected to remain closed, all affected patients will be contacted by telephone to reschedule appointments
36. The RN Clinic Coordinator and the Medical Center Safety Officer will be notified as soon as practical of the clinic emergency and any actions taken.
37. All emergency situations will be documented. The RN Clinic Coordinator will ensure that a critique of clinic response is conducted and any identified improvements are implemented. A summary of emergencies and actions taken will be forwarded through the MVA Care Line for reporting to the Environment of Care workgroup.
38. Management of Life Safety:

All efforts will be taken by staff to prevent fires including constant vigilance for fire hazards, prohibition of open flames, proper storage of flammable materials, and preventing the accumulation of combustible or flammable waste.

The clinic space will be maintained in accordance with the most recent published version of the Life Safety Code.

All portable fire extinguishers, fire sprinkler systems, fire alarm systems, emergency egress lighting, and other fire protection features will be maintained in accordance with the most current NFPA standard applicable. Records of maintenance will be maintained on the clinic site.

In the event of a fire, staff will employ RACE:

**R** – Rescue

**A** – Alarm

**C** – Contain

**E** – Extinguish

**Rescue:** Staff will first attempt to rescue any human life in imminent danger from a fire

**Alarm**: Staff will notify other clinic staff and call 911 from a safe location to notify the Local Fire Department.

**Contain**: Doors in the clinic will be close to inhibit the spread of smoke and fire.

**Extinguish**: Only if their personal safety is assured, staff will attempt to extinguish the fire using a portable fire extinguisher.

All personnel will evacuate the building to a point of safety if there is a fire or fire alarm. Staff is responsible to ensure that all patients visiting the clinic are accounted for.

All incidents of fire will be reported to the RN Clinic Coordinator and the Medical Center Safety Officer as soon as practical. A follow-up report will be made using VA Form 2162 and reported through the MVA Care Line to the Environment of Care Workgroup.

1. Management of Medical Equipment:

Medical equipment will be selected and maintained in accordance with the Medical Center Policy.

A risk assessment will be performed on all equipment in accordance with the Medical Center Policy.

All Medical Equipment with sufficient identified risk will be included in the Medical Center Medical Equipment Program. Maintenance and testing frequency will be conducted as established by the Equipment Program.

The clinic will maintain procedures to be used in the event of a failure of a critical piece of medical equipment. If a piece of equipment fails and the procedure cannot be continued, the appointment will be rescheduled.

The Medical Center Environment of Care Workgroup reviews equipment hazards and product recalls. Clinic staff will take appropriate actions as directed.

All medical equipment incidents will be reported using the Risk Management Incident Reporting system. A summary of equipment incident will be reported through the MVA Care Line to the Medical Center Environment of Care workgroup.

1. Utility Management:

A risk assessment will be performed for each utility system serving the clinic in accordance with the Medical Center Utility Management Plan. The assessment will evaluate the impact of the component on:

1. Life support systems,
2. Infection control systems,
3. Environmental support systems,
4. Equipment-support systems, and
5. Communication systems;

If a utility system is determined to be critical, individual system components will be assessed.

All components identified as critical will be included in an inspection, testing and maintenance program.

Risk assessments will be reviewed annually and whenever there is a major change in clinic operations.

The building manager, utility company, or VA Information Services will be contacted as appropriate if there is utility system failure or the shutdown of a utility system is necessary.

The clinic will be closed if there is an emergency that prevents the clinic from providing adequate patient care. If the clinic is expected to remain closed, all affected patients will be contacted by telephone to reschedule appointments.

Emergency Contact Numbers

\_\_\_\_\_\_\_\_\_\_ Outpatient Clinic

Address and phone number

Local Fire Department –

Local Police –

County Sheriff –

New York State Police –

VA Police –

Ambulance –

Local Hospital –

Poison Control –

RN CBOC Coordinator –

Medical Center Director –

Medical Center Safety Officer –

Property Manager –

Utility System Service Contact

Electricity –

Natural Gas –

Fuel Oil –

Water –

Heating/Ventilation –

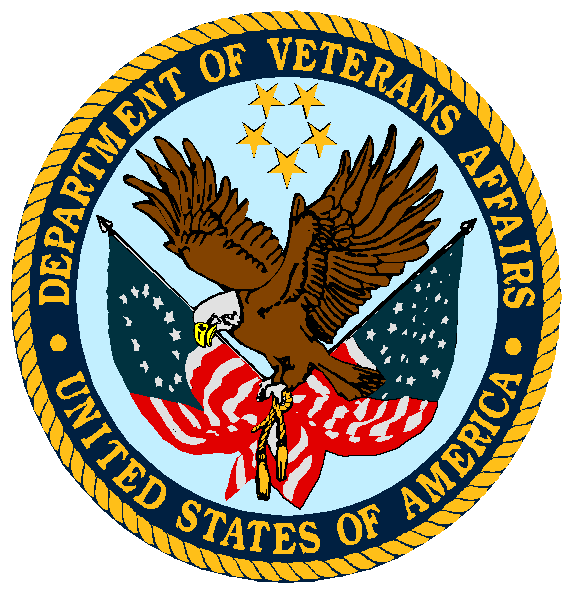
Telephone –

Computer Network –

Paging System –

Medical Gas –

## D.5 ATTACHMENT 5 – CONTRACTOR CERTIFICATION



**CONTRACTOR CERTIFICATION**

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor’s place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

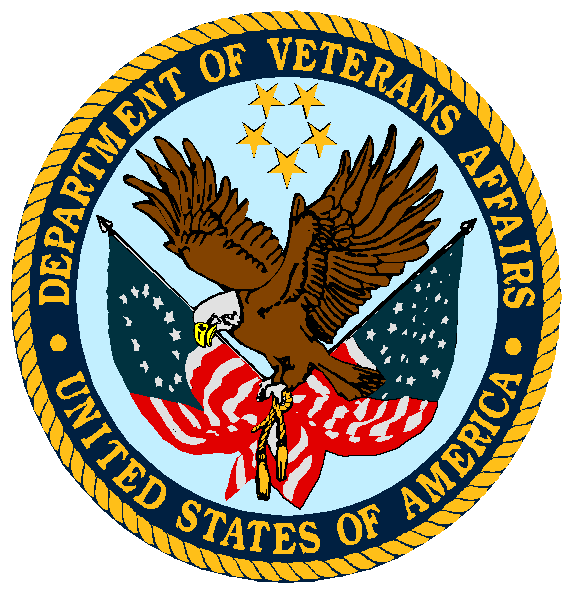
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

## D.6 ATTACHMENT 6 – STATEMENT OF COMMITMENT AND UNDERSTANDING FOR VA CONTRACTORS



**Statement of Commitment and Understanding for VA Contractors**

As a contractor of the Department of Veterans Affairs (VA), I am committed to safeguarding the personal information that veterans and their families have entrusted to the Department. I am also committed to safeguarding the personal information which VA employees and applicants have provided.

To ensure that I understand my obligations and responsibilities in handling the personal information of veterans and their families, I have completed both the annual General Privacy Awareness Training (or VHA Privacy Training, as applicable) and the annual VA Cyber Security Training.

I know that I should contact the Contracting Officer when I am unsure whether or how I may gather or create, maintain, use, disclose or dispose of information about veterans and their families, and VA employees and applicants.

I further understand that if I fail to comply with applicable confidentiality statues and regulations, I may be subject to civil and criminal penalties, including fines and imprisonment. I also recognize that VA may impose sanctions, up to and including termination of contract for violation of applicable confidentiality and security statutes, regulations and policies.

I certify that I have completed the training outlined above and am committed to safeguarding personal information about veterans and their families, and VA employees and applicants.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

## D.7 ATTACHMENT 7 – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

**QUALITY ASSURANCE SURVELLIANCE PLAN (QASP)**

For: VA San Diego Healthcare System Escondido CBOC

Contract Number:

Contract description: Provide primary care, and telehealth and space for Mental Health telehealth/telemental health services for veterans, the VASDHS is contracting with private providers to provide primary care for veterans residing in Escondido, California.

Contractor’s name: To be announced after awarded (hereafter referred to as the Contractor).

1. Purpose:

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

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

1. Government Roles and Responsibilities:

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO: Kevin H. Vo

Organization or Agency: Department of Veterans Affairs, Office of Acquisition and Material Management.

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

Assigned COR: Marvin Bailey, Administrative Officer, Primary Care Service

1. Other Key Government Personnel: Timothy R. Dresselhaus, MD, MPH, Chief of Primary Care Service, VASDHS
2. Contractor Representatives:

Other contact persons will be announced after award

1. Program Manager:
2. Other Contractor Personnel:
3. Performance Standards:

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards. The Performance Requirements Summary Matrix in the Performance Work Statement includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TASK** | **Required**  **Service** | **Performance**  **Indicator** | **National**  **Standard** | **VASDHS**  **Target** | **Performance**  **Requirement**  **(Maximum**  **Allowable Defects)** | **Method of Surveillance** |
| **Patient Aligned**  **Care Team** | % PC Patients Enrolled in CCHT | PACT Compass report on VSSC  Reflects the number of primary care patients enrolled in Care Coordination Home Telehealth (CCHT) program at the end of the reporting month, based on enrollment data received from the CCHT vendor dbases. | Floor ≥ 1.0% Benchmark ≥ 1.5% | Same as National | Floor ≥ 1.0% | PACT Compass report on VSSC |
| **Patient Aligned**  **Care Team** | PC Staffing Ratio | PACT Compass report on VSSC  The ratio of the PC Support Staff FTE Total divided by the PC Direct Care MD and Direct Care Non-MD FTE Total. | Floor ≥ 2.2 Benchmark ≥ 3.0 | Same as National | Floor ≥ 2.2 | PACT Compass report on VSSC |
| **Patient Aligned**  **Care Team** | Ratio of PC Telephone Encounters to All PC Encounters | PACT Compass report on VSSC  **Numerator**- PC Telephone Encounters for PC patients in the reporting month where the encounter has one of the following telephone stop codes: (103,147,148,169,178,181,182,199,216,221,229,324,325,326,424,425,428,527,528,530,536,537,542,545,546,579,584, 597,611,686) in combination with any of the primary care stop codes (322,323,348,350,531,704,534) and any encounters where stop code 338 is in the primary position on the encounter. **Denominator**- Total PC Encounters for PC patients in the reporting month where the encounter has one of the following primary care stop codes (322,323,338,348,350,531,704,534,539) in the primary or secondary position on the encounter. | Floor ≥ 10% Benchmark ≥ 20% | Same as National | Floor ≥ 10% | -PACT Compass report on VSSC  -Clinic profile review to ensure workload is captured correctly (DSS Codes/Note titles)  -Workload Report for Telephone Clinics |
| **Patient Aligned Care Team**  **PACT** | All PC PT% Seen in Primary Care Within 7 Day of DD | PACT Compass report on VSSC  **Numerator**-# of appointments from the denominator (as described below) where the difference between the desired date and the appointment date (these dates come from the scheduling package) is between 0 and 7.**Denominator-** # of appointments in the reporting month where the primary stop code is 322,323 or 350 (thus, only face to face appt are included); there are some appointments that are excluded based on the wait times exclusions. | Floor ≥ 85% Benchmark ≥ 90% | Same as National | Floor ≥ 85% | -PACT Compass report on VSSC  Appointment Audit Tool  -Clinic Utilization Statistical Summary (CUSS) report  -3rd Next Available Appointment Report  -Missed Opportunities Report |
| **Patient Aligned**  **Care Team** | Same Day Appointment w/PC Provider Ratio | PACT Compass report on VSSC  **Numerator-** Total same day request appointments where the appointment was completed with the patient’s assigned PC Provider, and the difference between the desired date and the appointment date is between 0 and 1. **Denominator-** Total Same Day Request Appt (which includes walk-in appt entered into the scheduling package) where the appointment was completed with the patient’s assigned PC provider.  (NOTE:  There are two pieces of criteria for the Denominator--Same Day Request appt AND the appt was completed with the patient’s assigned PC provider). | Floor ≥ 45% Benchmark ≥ 66% | Same as National | Floor ≥ 45% | -PACT Compass report on VSSC  -Clinic Utilization Statistical Summary (CUSS) report  -3rd Next Available Appointment Report  -Missed Opportunities Report |
| **Patient Aligned**  **Care Team** | Continuity PCP (Fee ER Excluded) | PACT Compass report on VSSC  This is a measure of where the patient receives his primary care and by whom. A high percentage is better. The formula is the number of Primary Care Encounters WOP with the patient’s assigned primary care (or associate) provider divided by the number of Primary Care Encounters WOP with the patient’s assigned primary care (or associate) provider plus the total VHA ER/Urgent Care WOP plus the number of Primary Care Encounters WOP with a provider other than the patient’s PCP/AP. | Floor ≥ 60% Benchmark ≥ 75% | Same as National | Floor ≥ 60% | PACT Compass report on VSSC  -Clinic profile review to ensure workload is captured correctly (DSS Codes/Note titles) |

| **Performance Measures** | **Required Service** | **Performance Indicators** | **Service**  **Standard** | **Target** | **Method of Surveillance** |
| --- | --- | --- | --- | --- | --- |
| Clinical Reminders | Behavioral  Health-Positive Alcohol Use-Counseling | VISTA/CPR S | Patients Positive Audit C Test | 80% | VA Generates  Monthly  Report |
|  | Suicide  Risk Evaluation | VISTA/CPRS  Data entry | Suicide  Risk  Screen | 83% | VA Generates  Monthly  Report |
|  | Prevention  Colorectal  Screening | VISTA/CPRS  Data Entry | Patients Colorectal Screening age 50-80 | 82% | VA Generates  Monthly  Report |
|  | Prevention  Pap Smear  Screening | VISTA/CPRS  Data Entry | Patients  Pap Smear  Screening  Age 50-69 | 93% | VA Generates  Monthly  Report |
|  | Prevention  Mammogram Screening | VISTA/CPRS  Data Entry | Patients Mammogram screening age 50-69 | 87% | VA generates monthly report |
|  | Prevention  Pneumococcal vaccine | VISTA/CPRS  Data Entry | Patients Pneumococcal Vaccine age 65+ | 94% | VA Generate  Monthly  Report |
|  | Prevention Flu seasonal | VISTA/CPR  Data Entry | Patient Flu  Seasonal  Ages 65+ | 79% | VA Generates  Monthly  Report |
|  | MOVE Body  Mass Index  (BMI) | VISTA/CPRS | Patients  BMI>25  Refer to Move | 92% | VA Generates  Monthly  Report |
| Encounters | Timely Completion of  Encounter | VISTA/CPRS  Data entry | Completed  By the end of the next business day | 95% | VA Generates monthly report |
|  | Telephone Utilization | Contractor  Automated  Reports | Percentage of phone call visits to total face to face encounters | 20% | Review Contractor ACRAP Report |
|  | Enhanced Care Management/  Coordination critical Transitions | CPRS/VISTA | Patient contact within 2 clinic days of discharge | 100% | Random  Chart Review |
| Virtual Care/Secure Messaging | Enhanced Access to Care MyHealthe Vet (MHV)  Secure Messaging | MyHealthe Vet  Coordinator report | Increase patient enrollment in MyHealthe Vet authenticated and secure messaging | 35% of CBOC veterans authenticate | Monthly VA Data Report |
|  |  |  | Opted into Secure Messaging | 20% of CBOC veterans opted into secure messaging |  |
| Telephone Care | Improved Telephone Service | LLU phone Reports | Telephone Service | Abandonment rate of less than 5% | Monthly data provided by LLU |
|  | Improved Telephone Service | LLU Phone Reports | Telephone Service | Answer calls within 30 seconds | Monthly data provided by LLU |
| Quality of Care | Provider Credentialing | All providers must be credentialed in accordance with the Project HERO solicitation Section B.4.6 | All Providers | 100% | Direct Observation of Medical Staff Reporting |
|  | Compliance with The Joint Commission Hospital Accreditation Standards | If contracted CBOCs are not independently Joint Commission accredited, they shall be audited under the VASDHS and be compliant with The Joint Commission Hospital standards | Met performance standards of The Joint Commission in all chapters. | 100% | Direct observations of Medical Staff Reporting and on site visits |

1. Methods of QA Surveillance:

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

1. DIRECT OBSERVATION. (Can be performed periodically or through 100% surveillance.) Review through VISTA, Data Manager Reports. Performance Standard: Meet PACT Compass measures
2. PERIODIC INSPECTION. (Evaluates outcomes on a periodic basis, Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.) Review through VSSC, VISTA, Data Manager Reports, and random inspections. Performance Standard: Meet PACT Compass measures VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the patient to identify deficiencies. Complaints are then investigated and validated.) PATS reports, SHEP reports. No more than 3 valid complaints per quarter.
3. Progress or status meetings.

Joint Operations Meetings, VA/CBOC Administration Quarterly meetings

1. Ratings:

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

1. Documenting Performance:
2. Acceptable Performance

The Government shall document performance. Any report may become a part of the supporting documentation for a contractual action.

1. Unacceptable performance

When unacceptable performance occurs, the COR shall inform the contractor. This shall normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

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

The contractor shall acknowledge receipt of the CDR in writing. The CDR shall specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR shall also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor’s corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

1. Frequency of Measurement:
2. During contract performance, the COR shall periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.
3. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor quarterly to assess performance and shall provide a written assessment.

Signature –Contractor Program Manager

Signature-Contracting Officer’s Representative

## D.8 ATTACHMENT 8 – PAST PERFORMANCE SURVEY

**PAST PERFORMANCE SURVEY**

**RFP: VA262-13-R-0165**

Offeror’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Type and Dollar Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief Description of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |
| --- | --- |
| “O” =Outstanding = Performance greatly exceeded the contract requirements | |
| “A” =Above Average = Performance exceeded the contract requirements | |
| “S” = Satisfactory = Performance met the contract requirements | |
| “M” = Marginal = Performance met the minimum contract requirements, but some material aspects of the contractor’s performance were less than satisfactory | |
| “U” = Unacceptable = Performance was poor and/or did not satisfy contract requirements | |
| Please rate and provide information/comments for the following: | Circle one |
| 1. To what extent did the contractor comply with contract requirements? | O A S M U |
| 2. If reports were required, were they accurate in meeting contract requirements? | O A S M U |
| 3. To what extent did the contractor use appropriate personnel for contract requirements? | O A S M U |
| 4. To what extent did the contractor display technical expertise? | O A S M U |
| 5. To what extent was contractor able to meet the performance schedule? | O A S M U |
| 6. What extent was contractor flexible in responding to changing needs? | O A S M U |
| 7. To what extent was the contractor reliable? | O A S M U |
| 8. To what extent was the contractor responsive to technical directions? | O A S M U |
| 9. To what extent did contractor notify you of problems or potential problems? | O A S M U |
| 10. Have any cure notices, show cause letters, suspension of payment, or termination been issued? If yes, please explain. | Yes No |
| 11. Would you award another contract to the party being evaluated? If no, please explain: | Yes No |
| 12. Was the customer satisfied with the end product? If no, please explain: | Yes No |
| Additional Comments: |  |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Evaluator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Evaluator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_ |

Completed surveys and questions are to be emailed to Kevin H. Vo, Contracting Officer at [Kevin.vo@va.gov](mailto:Kevin.vo@va.gov).

## D.9 ATTACHMENT 9 – IT CONTRACT SECURITY LANGUAGE

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

1. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS
2. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
3. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
4. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
5. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
6. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
7. VA INFORMATION CUSTODIAL LANGUAGE
8. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
9. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
10. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
11. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
12. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
13. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
14. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
15. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
16. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
17. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
18. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
19. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.
20. INFORMATION SYSTEM DESIGN AND DEVELOPMENT
21. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
22. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
23. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.
24. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
25. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.
26. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
27. The contractor/subcontractor agrees to:

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

1. The Systems of Records (SOR); and
2. The design, development, or operation work that the contractor/ subcontractor is to perform;

1. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and
2. Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.
3. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.
4. "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.
5. "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
6. "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
7. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.
8. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 5 days.
9. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 5 days.
10. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.
11. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE
12. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.
13. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.
14. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.
15. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.
16. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.
17. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.
18. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.
19. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:
20. Vendor must accept the system without the drive;
21. VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
22. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
23. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
24. The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
25. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
26. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.
27. SECURITY INCIDENT INVESTIGATION
28. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.
29. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
30. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
31. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.
32. TRAINING
33. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
34. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
35. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
36. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
37. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
38. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
39. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

**Alternate Security Language in Lieu of Updated VAAR Data Security Clause February 2012**

1. Any contractor and/or subcontractor retained to do work for VA under this IAA that requires the access, use, storage, modification, or transmission of VA Sensitive Personal Information (SPI) must follow and adhere to the security controls, enhancements, compensating controls, protocols, regulations, and VA directions as the Contracting Officer (CO) shall direct, including, but not limited to those derived from the Federal Information Security Management Act (FISMA), OMB Circular No. A-130 and VA Handbook 6500/6500.6. The contractor must report any data breach according to the protocols and timeframes in HB 6500.
2. If any contractor/sub-contractor retained to do work for VA under this IAA requires access, use, etc., of VA SPI as aforesaid, and if an actionable data breach occurs because of the contractor/subcontractor’s acts, omissions, or negligence in following the VA-directed security controls, enhancements, compensating controls, protocols, and/or measures, including, but not limited to the sources above, the contractor/subcontractor is further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725 in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at $37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information’s security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

## D.10 ATTACHMENT 10 – WAGE DETERMINATION

WD 05-2058 (Rev.-14) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2058

Diane C. Koplewski Division of | Revision No.: 14

Director Wage Determinations | Date of Revision: 06/13/2012

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State: California

Area: California Counties of Imperial, San Diego

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I 15.61

01012 - Accounting Clerk II 17.52

01013 - Accounting Clerk III 19.61

01020 - Administrative Assistant 25.04

01040 - Court Reporter 19.16

01051 - Data Entry Operator I 15.00

01052 - Data Entry Operator II 16.37

01060 - Dispatcher, Motor Vehicle 19.16

01070 - Document Preparation Clerk 14.63

01090 - Duplicating Machine Operator 14.63

01111 - General Clerk I 13.54

01112 - General Clerk II 15.34

01113 - General Clerk III 17.22

01120 - Housing Referral Assistant 20.30

01141 - Messenger Courier 12.23

01191 - Order Clerk I 14.73

01192 - Order Clerk II 16.08

01261 - Personnel Assistant (Employment) I 18.29

01262 - Personnel Assistant (Employment) II 20.67

01263 - Personnel Assistant (Employment) III 23.10

01270 - Production Control Clerk 22.89

01280 - Receptionist 13.16

01290 - Rental Clerk 16.09

01300 - Scheduler, Maintenance 17.28

01311 - Secretary I 17.28

01312 - Secretary II 18.08

01313 - Secretary III 20.30

01320 - Service Order Dispatcher 17.60

01410 - Supply Technician 24.51

01420 - Survey Worker 19.16

01531 - Travel Clerk I 13.51

01532 - Travel Clerk II 14.76

01533 - Travel Clerk III 16.21

01611 - Word Processor I 16.07

01612 - Word Processor II 18.04

01613 - Word Processor III 20.18

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 22.21

05010 - Automotive Electrician 22.37

05040 - Automotive Glass Installer 21.55

05070 - Automotive Worker 21.55

05110 - Mobile Equipment Servicer 19.83

05130 - Motor Equipment Metal Mechanic 23.16

05160 - Motor Equipment Metal Worker 21.55

05190 - Motor Vehicle Mechanic 22.75

05220 - Motor Vehicle Mechanic Helper 18.60

05250 - Motor Vehicle Upholstery Worker 20.75

05280 - Motor Vehicle Wrecker 21.55

05310 - Painter, Automotive 22.79

05340 - Radiator Repair Specialist 21.55

05370 - Tire Repairer 15.52

05400 - Transmission Repair Specialist 23.16

07000 - Food Preparation and Service Occupations

07010 - Baker 12.40

07041 - Cook I 12.84

07042 - Cook II 13.58

07070 - Dishwasher 9.46

07130 - Food Service Worker 10.31

07210 - Meat Cutter 15.71

07260 - Waiter/Waitress 9.71

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter 19.94

09040 - Furniture Handler 14.32

09080 - Furniture Refinisher 19.94

09090 - Furniture Refinisher Helper 16.57

09110 - Furniture Repairer, Minor 18.49

09130 - Upholsterer 19.94

11000 - General Services and Support Occupations

11030 - Cleaner, Vehicles 12.96

11060 - Elevator Operator 12.96

11090 - Gardener 17.18

11122 - Housekeeping Aide 12.96

11150 - Janitor 12.96

11210 - Laborer, Grounds Maintenance 13.92

11240 - Maid or Houseman 9.85

11260 - Pruner 13.45

11270 - Tractor Operator 14.90

11330 - Trail Maintenance Worker 13.92

11360 - Window Cleaner 14.20

12000 - Health Occupations

12010 - Ambulance Driver 18.34

12011 - Breath Alcohol Technician 20.17

12012 - Certified Occupational Therapist Assistant 25.81

12015 - Certified Physical Therapist Assistant 27.54

12020 - Dental Assistant 17.68

12025 - Dental Hygienist 40.91

12030 - EKG Technician 26.42

12035 - Electroneurodiagnostic Technologist 26.42

12040 - Emergency Medical Technician 18.34

12071 - Licensed Practical Nurse I 19.25

12072 - Licensed Practical Nurse II 21.53

12073 - Licensed Practical Nurse III 24.01

12100 - Medical Assistant 14.37

12130 - Medical Laboratory Technician 20.67

12160 - Medical Record Clerk 15.16

12190 - Medical Record Technician 16.54

12195 - Medical Transcriptionist 19.21

12210 - Nuclear Medicine Technologist 36.75

12221 - Nursing Assistant I 10.38

12222 - Nursing Assistant II 11.67

12223 - Nursing Assistant III 12.74

12224 - Nursing Assistant IV 14.30

12235 - Optical Dispenser 21.24

12236 - Optical Technician 16.53

12250 - Pharmacy Technician 17.36

12280 - Phlebotomist 14.34

12305 - Radiologic Technologist 30.68

12311 - Registered Nurse I 29.75

12312 - Registered Nurse II 35.92

12313 - Registered Nurse II, Specialist 35.92

12314 - Registered Nurse III 42.67

12315 - Registered Nurse III, Anesthetist 42.67

12316 - Registered Nurse IV 51.14

12317 - Scheduler (Drug and Alcohol Testing) 24.55

13000 - Information and Arts Occupations

13011 - Exhibits Specialist I 20.91

13012 - Exhibits Specialist II 25.91

13013 - Exhibits Specialist III 31.68

13041 - Illustrator I 21.12

13042 - Illustrator II 26.16

13043 - Illustrator III 32.00

13047 - Librarian 28.91

13050 - Library Aide/Clerk 13.29

13054 - Library Information Technology Systems 26.11

Administrator

13058 - Library Technician 17.77

13061 - Media Specialist I 18.84

13062 - Media Specialist II 21.07

13063 - Media Specialist III 23.50

13071 - Photographer I 16.33

13072 - Photographer II 18.44

13073 - Photographer III 22.63

13074 - Photographer IV 27.68

13075 - Photographer V 33.49

13110 - Video Teleconference Technician 17.71

14000 - Information Technology Occupations

14041 - Computer Operator I 17.02

14042 - Computer Operator II 19.04

14043 - Computer Operator III 21.22

14044 - Computer Operator IV 23.58

14045 - Computer Operator V 26.11

14071 - Computer Programmer I (see 1) 27.62

14072 - Computer Programmer II (see 1)

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 17.02

14160 - Personal Computer Support Technician 23.58

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 30.51

15020 - Aircrew Training Devices Instructor (Rated) 36.91

15030 - Air Crew Training Devices Instructor (Pilot) 44.25

15050 - Computer Based Training Specialist / Instructor 30.51

15060 - Educational Technologist 30.67

15070 - Flight Instructor (Pilot) 44.25

15080 - Graphic Artist 23.93

15090 - Technical Instructor 26.13

15095 - Technical Instructor/Course Developer 31.96

15110 - Test Proctor 21.83

15120 - Tutor 21.83

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 9.79

16030 - Counter Attendant 9.79

16040 - Dry Cleaner 12.02

16070 - Finisher, Flatwork, Machine 9.79

16090 - Presser, Hand 9.79

16110 - Presser, Machine, Dry cleaning 9.79

16130 - Presser, Machine, Shirts 9.79

16160 - Presser, Machine, Wearing Apparel, Laundry 9.79

16190 - Sewing Machine Operator 12.81

16220 - Tailor 13.55

16250 - Washer, Machine 10.49

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 19.94

19040 - Tool and Die Maker 23.80

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 18.88

21030 - Material Coordinator 22.89

21040 - Material Expediter 22.89

21050 - Material Handling Laborer 13.07

21071 - Order Filler 15.33

21080 - Production Line Worker (Food Processing) 18.88

21110 - Shipping Packer 14.04

21130 - Shipping/Receiving Clerk 14.04

21140 - Store Worker I 12.48

21150 - Stock Clerk 16.40

21210 - Tools and Parts Attendant 18.88

21410 - Warehouse Specialist 18.88

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aerospace Structural Welder 26.52

23021 - Aircraft Mechanic I 25.55

23022 - Aircraft Mechanic II 26.52

23023 - Aircraft Mechanic III 27.54

23040 - Aircraft Mechanic Helper 18.88

23050 - Aircraft, Painter 22.46

23060 - Aircraft Servicer 21.08

23080 - Aircraft Worker 21.88

23110 - Appliance Mechanic 20.66

23120 - Bicycle Repairer 15.52

23125 - Cable Splicer 26.10

23130 - Carpenter, Maintenance 22.28

23140 - Carpet Layer 18.15

23160 - Electrician, Maintenance 23.07

23181 - Electronics Technician Maintenance I 22.59

23182 - Electronics Technician Maintenance II 23.97

23183 - Electronics Technician Maintenance III 27.60

23260 - Fabric Worker 20.80

23290 - Fire Alarm System Mechanic 23.50

23310 - Fire Extinguisher Repairer 19.48

23311 - Fuel Distribution System Mechanic 27.67

23312 - Fuel Distribution System Operator 21.35

23370 - General Maintenance Worker 19.20

23380 - Ground Support Equipment Mechanic 25.55

23381 - Ground Support Equipment Servicer 21.08

23382 - Ground Support Equipment Worker 21.88

23391 - Gunsmith I 19.48

23392 - Gunsmith II 22.16

23393 - Gunsmith III 24.85

23410 - Heating, Ventilation and Air-Conditioning 23.57

Mechanic

23411 - Heating, Ventilation and Air Conditioning 24.46

Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic 28.70

23440 - Heavy Equipment Operator 28.86

23460 - Instrument Mechanic 24.17

23465 - Laboratory/Shelter Mechanic 23.51

23470 - Laborer 12.27

23510 - Locksmith 20.96

23530 - Machinery Maintenance Mechanic 24.66

23550 - Machinist, Maintenance 20.86

23580 - Maintenance Trades Helper 16.57

23591 - Metrology Technician I 24.17

23592 - Metrology Technician II 25.25

23593 - Metrology Technician III 30.26

23640 - Millwright 29.26

23710 - Office Appliance Repairer 21.74

23760 - Painter, Maintenance 21.93

23790 - Pipefitter, Maintenance 24.76

23810 - Plumber, Maintenance 23.93

23820 - Pneudraulic Systems Mechanic 24.85

23850 - Rigger 23.07

23870 - Scale Mechanic 21.03

23890 - Sheet-Metal Worker, Maintenance 23.06

23910 - Small Engine Mechanic 21.12

23931 - Telecommunications Mechanic I 26.33

23932 - Telecommunications Mechanic II 27.33

23950 - Telephone Lineman 26.11

23960 - Welder, Combination, Maintenance 23.82

23965 - Well Driller 24.96

23970 - Woodcraft Worker 24.85

23980 - Woodworker 18.60

24000 - Personal Needs Occupations

24570 - Child Care Attendant 11.87

24580 - Child Care Center Clerk 19.94

24610 - Chore Aide 10.20

24620 - Family Readiness and Support Services 17.12

Coordinator

24630 - Homemaker 20.77

25000 - Plant and System Operations Occupations

25010 - Boiler Tender 27.02

25040 - Sewage Plant Operator 26.45

25070 - Stationary Engineer 27.02

25190 - Ventilation Equipment Tender 19.72

25210 - Water Treatment Plant Operator 26.45

27000 - Protective Service Occupations

27004 - Alarm Monitor 24.53

27007 - Baggage Inspector 13.86

27008 - Corrections Officer 29.73

27010 - Court Security Officer 31.17

27030 - Detection Dog Handler 23.51

27040 - Detention Officer 29.73

27070 - Firefighter 27.18

27101 - Guard I 13.86

27102 - Guard II 23.51

27131 - Police Officer I 35.16

27132 - Police Officer II 39.06

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 15.20

28042 - Carnival Equipment Repairer 16.19

28043 - Carnival Equipment Worker 10.89

28210 - Gate Attendant/Gate Tender 15.62

28310 - Lifeguard 13.53

28350 - Park Attendant (Aide) 17.38

28510 - Recreation Aide/Health Facility Attendant 12.67

28515 - Recreation Specialist 21.52

28630 - Sports Official 13.84

28690 - Swimming Pool Operator 17.11

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer 28.99

29020 - Hatch Tender 28.99

29030 - Line Handler 28.99

29041 - Stevedore I 27.21

29042 - Stevedore II 30.76

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 38.91

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.84

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 29.55

30021 - Archeological Technician I 20.59

30022 - Archeological Technician II 22.84

30023 - Archeological Technician III 28.30

30030 - Cartographic Technician 28.30

30040 - Civil Engineering Technician 25.89

30061 - Drafter/CAD Operator I 20.42

30062 - Drafter/CAD Operator II 22.84

30063 - Drafter/CAD Operator III 25.47

30064 - Drafter/CAD Operator IV 31.34

30081 - Engineering Technician I 18.88

30082 - Engineering Technician II 21.19

30083 - Engineering Technician III 23.70

30084 - Engineering Technician IV 29.36

30085 - Engineering Technician V 35.91

30086 - Engineering Technician VI 43.45

30090 - Environmental Technician 22.65

30210 - Laboratory Technician 21.62

30240 - Mathematical Technician 27.79

30361 - Paralegal/Legal Assistant I 21.72

30362 - Paralegal/Legal Assistant II 26.91

30363 - Paralegal/Legal Assistant III 32.91

30364 - Paralegal/Legal Assistant IV 39.82

30390 - Photo-Optics Technician 28.30

30461 - Technical Writer I 23.46

30462 - Technical Writer II 28.69

30463 - Technical Writer III 34.71

30491 - Unexploded Ordnance (UXO) Technician I 24.73

30492 - Unexploded Ordnance (UXO) Technician II 29.92

30493 - Unexploded Ordnance (UXO) Technician III 35.87

30494 - Unexploded (UXO) Safety Escort 24.73

30495 - Unexploded (UXO) Sweep Personnel 24.73

30620 - Weather Observer, Combined Upper Air or (see 2) 25.47

Surface Programs

30621 - Weather Observer, Senior (see 2) 28.30

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide 14.37

31030 - Bus Driver 17.56

31043 - Driver Courier 13.59

31260 - Parking and Lot Attendant 10.07

31290 - Shuttle Bus Driver 14.66

31310 - Taxi Driver 12.33

31361 – Truck driver, Light 14.66

31362 – Truck driver, Medium 18.11

31363 – Truck driver, Heavy 20.85

31364 – Truck driver, Tractor-Trailer 20.85

99000 - Miscellaneous Occupations

99030 - Cashier 12.02

99050 - Desk Clerk 10.60

99095 - Embalmer 21.58

99251 - Laboratory Animal Caretaker I 13.87

99252 - Laboratory Animal Caretaker II 14.55

99310 - Mortician 23.74

99410 - Pest Controller 14.26

99510 - Photofinishing Worker 16.54

99710 - Recycling Laborer 19.84

99711 - Recycling Specialist 24.10

99730 - Refuse Collector 18.98

99810 - Sales Clerk 13.18

99820 - School Crossing Guard 11.77

99830 - Survey Party Chief 28.85

99831 - Surveying Aide 18.84

99832 - Surveying Technician 26.23

99840 - Vending Machine Attendant 14.19

99841 - Vending Machine Repairer 16.89

99842 - Vending Machine Repairer Helper 14.09

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involve propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials; All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used; all operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class (es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class (es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class (es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## D.11 ATTACHMENT 11 – STANDARD FORM (SF) 3881

**ACH VENDOR/MISCELLANEOUS PAYMENT OMB No. 1510-0056**

**ENROLLMENT FORM**

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PRIVACY ACT STATEMENT**  The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System. | | | | |
|  | | | |  |
| **AGENCY INFORMATION** | | | | |
| FEDERAL PROGRAM AGENCY  U.S. Department of Veterans Affairs – Financial Services Center | | | | |
| AGENCY IDENTIFIER:  111036183 | AGENCY LOCATION CODE (ALC):  36001200 | ACH FORMAT:  CCD+  CTX | | |
| ADDRESS:  P.O. Box 149971 | | | | |
| Austin, TX 78714-8971 | | | | |
| CONTRACT PERSON NAME:  Customer Support Help Desk – Vendorizing Team | | | TELEPHONE NUMBER  1-877-353-9791 | |
| ADDITIONAL INFORMATION  Fax completed form to (512) 460-5221 | | | | |
|  | | | |  |
| **PAYEE/COMPANY INFORMATION** | | | | |
| NAME | | | SSN NO. OR TAXPAYER ID NO. | |
| ADDRESS | | | | |
|  | | | | |
| CONTACT PERSON NAME: | | | TELEPHONE NUMBER:  ( ) | |
|  | | | |  |
| **FINANCIAL INSTITUTION INFORMATION** | | | | |
| NAME: | | | | |
| ADDRESS: | | | | |
|  | | | | |
| ACH COORDINATOR NAME: | | | TELEPHONE NUMBER:  ( ) | |
| NINE-DIGIT ROUTING TRANSIT NUMBER: | | | | |
| DEPOSITOR ACCOUNT TITLE: | | | | |
| DEPOSITOR ACCOUNT NUMBER: | | | | LOCKBOX NUMBER: |
| TYPE OF ACCOUNT:  CHECKING  SAVINGS  LOCKBOX | | | | |
| SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) | | | TELEPHONE NUMBER:  ( ) | |

SF 3881 (Rev. 2/2003)

AUTHORIZED FOR LOCAL REPRODUCTION Prescribed by Department of Treasury

31 U.S.C. 3322; 31 CFR 21

**Standard Form (SF) 3881 Instructions**

**Note:** All information on the SF 3881 is required. Vendorizing Coversheet must be attached at the time of submission. Any submission missing information will be returned to the sender for completion. Forms are processed in the order of receipt.

Agency Information

Vendor must select the preferred ACH format for direct deposit. Check the corresponding box for either CCD+ or CTX format. If no choice is made, this defaults to CCD+.

Payee/Company Information

1. Name
2. This must be the legal name for the vendor as on file with IRS.
3. If invoice billing or remit to name is different from the legal name, also provide this name as a doing business as (DBA) name.
4. SSN No. or Taxpayer Id No.

This must be the legal social security number (SSN), federal employer id number (EIN), or federal taxpayer id number (TIN).

1. Address

This is the correspondence mailing address to include city, state, and zip code. Please do not abbreviate city names.

1. Contact Person Name

This is the name of the vendor’s contact person.

1. Telephone Number

This is the phone number of the vendor’s contact person. Please be sure to include area code. This person may be contacted by VAFSC Vendorizing Team to answer questions related to the vendor’s file with VA.

Financial Institution Information – VAFSC does not have wire capability. ACH Direct Deposit is used to make payments.

1. Name

This is the name of the bank being used for direct deposit.

1. Address

Address of bank, to include city, state, and zip code. Please do not abbreviate city names.

1. ACH Coordinator Name

Banks have ACH Coordinators who can answer questions for vendors regarding the process. VAFSC does not use this name. It is for your information only.

1. Telephone Number

This is the phone number of the bank or ACH Coordinator. This can be useful information if payments reject.

1. Nine-Digit Routing Transit Number
2. This number identifies the bank when direct deposits are made.
3. This number should begin with 0, 1, 2, or 3.
4. Take this number from a *check*, not a deposit slip.
5. Deposit slip routing numbers are internal numbers for bank use only.
6. If you cannot locate your routing number, contact your bank and ask for the routing number for direct deposit.
7. Depositor Account Title

This is the name on the account.

1. Depositor Account Number

This is the account number.

1. Lockbox Number

Lockbox numbers are treated as checking accounts. Please include the lockbox number if there is one.

1. Type of Account

Please select the type of account used (checking, savings, lockbox). Again, lockboxes are treated as checking accounts.

1. Signature and Title of Authorized Official

Signature is required on all SF 3881 submissions. The signature must be the owner of the account in cases of individuals or a company official (with title) in cases of companies.

1. Telephone Number

This is the phone number of the individual or company official who signed the form.

Submit forms by fax to (512) 460-5221 or by mail to PO Box 149971 Austin, TX 78714-8971.

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

## E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.219-24 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS | OCT 2000 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION | NOV 2011 |

## E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

## E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

## E.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

## E.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

## 

## E.7 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:

Kevin H. Vo

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs

4811 Airport Plaza Drive

Suite 600

Long Beach Long Beach 90815

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

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

## E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

## E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

## E.11 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 852.273-70 | LATE OFFERS | JAN 2003 |

## E.12 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

(End of Addendum to 52.212-1)

## E.13 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors are in descending order of importance.
2. Technical Capabilities
3. Past Performance
4. Small Disadvantaged Business Participation
5. Price

Factor I - Technical capabilities including five (5) equal importance sub-factors, factor II – Past Performance, factor III – Small Disadvantaged Business Participation when combined, are significantly more important than factor IV – Price.

**Past Performance, and Small Disadvantaged Business Participation Plan:** Offeror, in two (2) separate documents, shall provide Past Performance, and Small Disadvantaged Business Participation Plans. Past Performance shall be submitted in the format below (see Factor II – Past Performance/Experience). The Government shall review available past performance data in Contractor Past Performance Assessment System (CPARS). However, the Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the offeror when evaluating past performance.

1. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
2. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Proposals will be evaluated for both technical merit and price reasonableness. In order to provide full consideration of your qualification for contract award, you are encouraged to ensure that the information furnished in support of your technical proposal is factual, accurate and complete. You may provide additional technical information you believe will enhance your proposal as long as it is consistent with the requested information in the Factors and Sub-factors. However, overly elaborate presentations are not desired. Failure to provide the information requested may render the offer’s proposal technically unacceptable. The Government reserves the right to verify any information provided for evaluation purposes.

Every precaution shall be taken to safeguard technical offers against disclosure to unauthorized persons. Any reference to price or cost shall be removed from the technical proposal.  Offers will be evaluated for technical merit, past performance history and price reasonableness.  Technical offers will be evaluated for completeness, feasibility of approach, understanding of the requirements, and risk and to ensure that all solicitation/evaluation criteria requirements are met.

1. **FACTOR I – TEchnical Capabilities:**

Offerors should address in detail the Technical Capabilities by describing their proposed approach to each sub-factor. Contractor’s technical proposal shall address their feasibility to meet contract requirements with respect to providing the VA with a high level of confidence in successful performance. Rating will be based on the extent to which the offer addresses each of the factors and sub-factors. All technical sub-factors will be evaluated based solely the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements and problems involved in meeting or exceeding the standards for the various tasks, and to the extent in which uncertainties are identified and resolutions proposed. Proposals may exceed the minimum requirements. However, offerors are cautioned that overzealous technical proposals may be determined by the Contracting Officer not to be in the best interest of the Government during the best value trade-off analysis.

1. **Suitability and Accessibility of Facility:**

This sub-factor will be used to determine the offerors facility is accessible by patients with and without mobility issues. That access is consistent with Federal laws and regulations and provides for easy access to the clinic. The offeror shall demonstrate easy access to the clinic for patients with mobility issues as well as those patients that do not have mobility issues.

1. Provide a narrative of how the facility’s structure and geographic location can best serve the patients anticipated to use this Escondido CBOC program. Offeror shall provide a map of facility location and describe general vicinity of location to include public transportation availability and closest bus stops. Describe location of facility in relation to major highways. The proposal should demonstrate that VA patients have easy access to the clinic via personally owned vehicles, public transportation and any other appropriate means of transportation (No more than 5 pages).
2. Offerors shall provide, at a minimum a floor plan of the facility with accessibility issues address or specifically marked. Facility must comply with American with Disabilities Act to provide accessible accommodations for VA customers, including, at a minimum, adequate parking for disabled patients, with ramps and assisted entry into the facility and accessibility to the location. Describe/demonstrate facility restrooms and treatment or examination rooms, which must be able to accommodate wheelchair patients and patients with disabilities. The VA is concerned with the accessibility of VA patients that have in many cases limited physical mobility. The proposal should demonstrate that patients and patients in wheelchairs or other mobility devices have appropriate access to the clinic (No more than 7 pages).
3. Offeror shall provide a copy of the latest State or local inspection of the facility that substantiates appropriate codes for building, fire, and safety are met. The offeror shall demonstrate that the proposed building meets the codes for building, fire and safety to ensure the VA that Veteran patients are in a safe environment (No more than 3 pages per facility).
4. Offeror shall describe the hours of operation for primary care service. The response shall demonstrate to the Government that VA patients will have access to the clinic in at least the minimum days and hours described in the solicitation.
5. **MANAGEMENT PLANS/QUALITY CONTROL:**

This sub-factor will be used to determine the offerors ability to support the performance of this contract. The Government is concerned with the quality and stability of the work force to be employed on this contract, the quality of the work, and the quality of the required documentation relating to the health care services provided.  Therefore, the offer shall describe its management approach to ensure both clinical and administrative staff will be available throughout the life of the contract in the disciplines and areas of coverage required in the solicitation.  The offer shall demonstrate the ability to successfully manage the staff in a manner that will provide and retain the most highly qualified staff to support the work required in the contract. The offeror shall demonstrate the quality control processes, and that documentation is reported as required by VA policies.

1. Fully describe management’s approach and implementation of Quality Control Plan relating to staffing. The Quality Control Plan shall describe the internal staffing procedures, to include staffing for the first 90 day of clinic operation that the prospective provider will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction and other service delivery requirements of the solicitation.  The plan should demonstrate quality in terms of provider/staff qualifications, continuing education, specific VA training, appropriate staff coverage to include plan for growth, and meeting time requirements relating to the 7 day access for primary care routine (2 days urgent or same day if indicated), (No more than 15 pages).
2. Describe staffing capabilities with regard to hiring and training staff to assure the VA that the offer has properly trained staff that may be required to absorb additional workload/growth. The plan should also address a back up staffing plan in the event a provider or staff member is absent for short or long periods of time. The plan should demonstrate the ability to provide appropriate staff on short notice with the intent of providing services with seamless or minimum disruption in services (No more than 3 pages).
3. Describe your process of completing background checks on employees providing services under this contract. Your approach should demonstrate to the VA that you have an active program that conducts background checks and the mechanisms you have in place for employees that have unfavorable results (No more than 2 pages).
4. Demonstrate your quality assurance relating to customer satisfaction, patient care, meeting standard of documentation and reporting, and performance measures. The plan should demonstrate how you intend to achieve and maintain customer satisfaction and management’s level of involvement. Describe the performance measurement process that will be implemented to achieve, monitor quality, appropriateness of care, access, and patient satisfaction. The plan should demonstrate how you intend to assure the VA that health care is provided in a safe, consistent and high quality manner. The plan should also demonstrate that Joint Commission and other regulatory requirements as indicated in the solicitation have been met or exceeded.

The offeror shall demonstrate the ability to Meet VA Standards of Documentation & Reporting. Offeror shall provide procedures explaining how you intend to ensure that documentation is in compliance with VA policies as indicated in VHA Directive 2007-030. Offeror shall include in this submission procedures that reflect how they shall report workload (check-in, lab results, x-ray results, etc.) within five (5) workdays of each visit for each Veteran patient. Offeror shall fully explain how they capture and report data with regard to utilization performance measures, preventive services, screening due dates for each enrolled patient and evaluation of the quality, appropriateness and timeliness of services performed in the clinical indicators of this solicitation (No more than 10 Pages).

1. Outreach Program: Offeror shall provide an outline of proposed outreach programs that may be used to develop and expand veteran participation at the proposed clinic. This clinic is expected to expand by a 3 percent annually based on the preceding 12 month’s average enrollment. The offerors proposed Outreach Program shall provide the VA with a high-level confidence that the program will achieve the required results as stated in this paragraph and the solicitation.
2. **Coordination and Continuity of Care:**

This sub-factor will be used to determine the offerors ability to provide the full range of services under this contract in a coordinated manner that maintains continuity of patient care in a timely fashion. The offer shall successfully demonstrate the ability to provide patient care that is consistent, safe, and high quality health care, in accordance with VA policies, policies of regulatory agencies as described in the solicitation, and the requirements and evaluation criteria of this solicitation.

1. Describe your contingency plan for equipment downtime. Your proposal should demonstrate that patient care will not be compromised or adversely affected in the event there are periods of time where the use of computers is not available.
2. Provide name and address of the laboratory facility to be utilized under this contract, if not performed at the primary clinic site. Provide copies of CAP, CLIA, or Joint Commission accreditation and current applicable state licensing and/or Center for Disease Control (CDC) accreditation or proof that such documents are being processed. If lab services will be performed at a facility other than the proposed primary care facility (subcontracted or otherwise), thoroughly describe the accessibility issues for VA patients, such as distance from the primary clinic, scheduling/referral process, etc. The VA prefers to have lab services to be performed at the primary care site. Therefore, offerors that propose to have those services performed at the primary care site will be given a more favorable rating during proposal evaluations. Offeror shall provide documentation that demonstrates procedures to ensure the provision of lab testing as stated in the statement of work.
3. Describe mechanism for providing continuity of care to include the method/plan for assuring communication of clinical issues between the offeror and the VA. The offeror’s plan shall demonstrate that the offeror will provide services with continuity of care as the focal point for primary care providers and to ensure that continuity of care is met throughout the contract period.
4. **Experience**:

This factor will be used to determine each offeror’s ability to provide qualified staff. (Contractors are required to certify in their proposal that the persons listed in the contractor’s proposal have been compared against the OIG list and not are listed). This sub-factor should identify that the offeror has qualified staff that can provide primary service in the disciplines indicated in the solicitation that offer the most likelihood of successful performance.

1. Provide a list of the names of the qualified physicians, physician assistants, nurse practitioners, nurses, and other primary care provider staff intended to be utilized in the performance of this contract.
2. Provide copies of the following information on any physician to be assigned to this contract. Include physicians providing coverage relief:
3. Board certification in Internal Medicine and/or Family Practice.
4. Active, current, unrestricted license.
5. Curriculum Vitae.
6. Three (3) current references.
7. Provide copies of the following information on any physician assistant to be assigned to this contract:
8. Transcripts from an AMA-accredited Physician Assistant Program.
9. Graduation certificate from an AMA-accredited Physician Assistant Training Program.
10. Active current Physician Assistant certification.
11. Active current unrestricted license.
12. Curriculum Vitae.
13. Three (3) current references.
14. Provide copies of the following information on any nurse practitioner to be assigned to this contract:
15. Transcripts from an Accredited Nurse Practitioner Program.
16. Graduation certificate from an Accredited Nurse Practitioner Program.
17. Active current unrestricted license.
18. Curriculum Vitae.
19. Three (3) current references.
20. Provide copies of the following information on any Registered nurse to be assigned to this contract:
21. Transcripts from an accredited Nursing program
22. Graduation certificate from an accredited Nursing program
23. Active current unrestricted license
24. Curriculum Vitae
25. Three (3) current references
26. List the number of administrative support staff and describe the level of training and experience that will be utilized to meet the administrative support functions of this contract, including such functions as patient scheduling, medical record documentation, record processing and reporting, grievance system, and quality assurance and performance improvement.
27. **Inspection of Offeror’s Facilities:**

The Government shall inspect the offeror’s establishment, facilities, and the Contracting Officer at his/her sole discretion has the right to reject any proposal, if it is administratively determined lacking in any of the essentials necessary to assure an acceptable standard of performance. The purpose of the inspection visit is to determine whether the offeror has the capacity to perform the contract with particular reference to the solicitation requirements and evaluation criteria in the RFP, and consistent with the VASDHS’s image relating to aesthetics.

1. **FACTOR II – PAST PERFORMANCE/EXPERIENCE:**

Past performance will be reviewed to assure that the offeror has relevant and successful experience.

1. Offerors shall identify (3) current or recently completed Federal Government contracts that are similar in volume, complexity and dollar value to the contract being offered herein, to including contract name, date of performance, point of contact, telephone and fax numbers and e-mail address. Contract listed may include those entered into the Federal Government, State or local agencies or commercial customers. If your firm does not have any references relating to Federal Government contracts then submit references of any State or local Government contracts, or any contracts with any other agency/firm.
2. References provided by the contractor will be contacted to determine the quality of service rendered, timeliness of performance, key personnel past performance, past performance history, and customer satisfaction. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the past performance of the Contractor.
3. In addition to the information required above, each offeror shall provide their references with a copy of the Past Performance Survey (Attachment 8) and have it returned to Kevin H. Vo by the response date. Surveys should be faxed to the attention of Kevin H. Vo at (562) 961-1384 or can be scanned and emailed to [Kevin.vo@va.gov](mailto:Kevin.vo@va.gov).
4. Offers shall provide a description of any material legal proceedings against the Contractor by a Federal or state regulatory agencies that might impact a contract for these services.
5. The offeror may provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
6. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
7. **FACTOR III – Small Disadvantage Business Participation:**

The Government will evaluate the extent of participation of small business concerns with the following factors considered. Evaluation of Small Disadvantage Business Participation (SBP) will be a subjective assessment based on the Offeror’s Small Business Participation Targets (expressed as dollars and percentages of the total value of the offer), and the extent to which the SBP is specifically identified in the Offeror’s proposal. The Government shall further evaluate Offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors in accordance with VAAR clause 852.215.70 and 852.215.71. This evaluation factor shall also provide credit for any Offeror who shall provide in their 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 in accordance with VAAR clause 852.219-71 and 852.219-72.

**(Each Offeror shall list all the small businesses (SB) they plan to utilize in the Contract and the product or tasks that the SB will provide/perform). See FAR Part 52.219-24.**

1. The extent to which SB concerns are specifically identified;
2. The extent of commitment to use SB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones);
3. The complexity and variety of the work SB concerns are to perform;
4. The realism of the proposal;
5. Past performance of Offerors in complying with subcontracting plan goals for SB concerns and monetary targets for SB participation; and the extent of participation of SB concerns in terms of the value of the total acquisition
6. **FACTOR IV – PRICE:**

The price stated in the Schedule of Services is to be inclusive of all Primary Care, telehealth, telemental health services, and Mental Health space as stated as capitation rate per Veteran.

**METHOD OF AWARD:**

Award of this solicitation shall be based on the Contractor’s Technical Capabilities to provide the services listed in the DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, Past Performance, Small Disadvantaged Business Participation and Price. Technical Capabilities including five (5) sub-factors, Past Performance, and Small Disadvantaged Business Participation are considered significantly more important than Price. Therefore, the Offeror with the lowest cost or price alone may not necessarily be awarded this Contract.

(End of Provision)

## E.14 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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.

"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.

"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.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *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, for general statistical purposes, 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*]

(11) *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)(11)(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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--Supplies."

(2) Foreign End Products:

Line Item No Country of Origin

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*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--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 Act-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 Act--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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(3) *Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(4) *Buy American Act--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 Act--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, 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 Act. 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 $3,000 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 Act.* (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.)

[ ] (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 Act 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(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.

(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.

(End of Provision)