SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C24226Q0118

6. SOLICITATION ISSUE DATE: 05-15-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Danelle Wassink | Contracting Officer

b. TELEPHONE NO. (No Collect Calls): 607-664-6337

8. OFFER DUE DATE/LOCAL TIME: 06-15-2026 16:30 EST

9. ISSUED BY — CODE 36C242

Department of Veterans Affairs
Network Contracting Office (NCO) 2
Bath VA Medical Center
76 Veterans Avenue
Bath NY 14810-0810
Danelle Wassink
Danelle.Wassink@va.gov

10. THIS ACQUISITION IS

- [X] 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: 624221

SIZE STANDARD: $13.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE 36C561

Department of Veterans Affairs
VA New Jersey Health Care System
Health Care for Homeless Veterans Program
385 Tremont Avenue
East Orange, NJ 07018-1023

16. ADMINISTERED BY — CODE 36C242

Department of Veterans Affairs
Network Contracting Office 2
Bath VA Medical Center
76 Veterans Avenue
Bath NY 14810-0810

17a. CONTRACTOR/OFFEROR — CODE ____ FACILITY CODE ____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE ____

Tungsten Network
https://www.tungsten-network.com/customer-campaigns/veteransaffairs/

PHONE: FAX:

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Emergency residential housing and case management services for homeless Veterans as part of the community-based Health Care for Homeless Veterans (HCHV) program for the VA New Jersey Health Care System. Services shall be provided at the contractor's facility. Services must be provided in Accordance with the terms and conditions stated herein.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
To be specified on each funded Task Order.

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): DANELLE WASSINK CONTRACTING OFFICER

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION:

a. Contractor:

Company Name: _____

Facility Name: _____

Address: _____

_____

County: _____

Point of Contact/Title: _____

Telephone number: _____

Fax Number: _____

Email: _____

SAM UEI: _____

TIN Number: _____

b. Government:

Danelle Wassink, Contract Specialist
Department of Veterans Affairs
Network Contracting Office (NCO 2)
Phone: 607-664-6337
Email: Danelle.Wassink@va.gov

3. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with 52.232-33, Payment by Electronic Funds Transfer – System for Award Management.

4. INVOICES: Invoices shall be submitted monthly in arrears.

5. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be submitted electronically in accordance with VAAR clause 852.232-72, Electronic Submission of Payment Requests. Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Current invoicing information is located at http://www.fsc.va.gov/einvoice.asp.

6. **CONTRACT/ TASK ORDER MODIFICATIONS:** The Contractor is advised that **only** the Contracting Officer acting within the scope of the contract and his/her duties and responsibilities and after advice and consultation with the Contracting Officer's Representative (COR), has the authority to make changes that will affect prices, quantity, quality, delivery terms and conditions, or the terms of the contract. In no event shall any understanding or agreement, modification, change order, or other matters in deviation from the terms of this contract between Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the Contracting Officer.

7. **CONTRACTING OFFICER'S REPRESENTATIVE:** Prior to award, the Contracting Officer will designate the Program Specialist 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.

8. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Per FAR 4.1102, offerors must be listed in SAM at the time of offers due AND at the time of award. SAM includes the functionality of the previous Central Contractor Registration (CCR) and Online Representations and Certifications Applications (ORCA). No contract will be entered into with an unregistered contractor. Internet access allows registration by completing an electronic online registration application at http://www sam.gov/.

9. **SOLICITATION/CONTRACT:** This solicitation adheres to the format defined in FAR Part 12 of the FAR. The text of the FAR is available at https://www.acquisition.gov.

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

11. **POST AWARD ORIENTATION:** The Contracting Officer will schedule a post award orientation conference for contract orientation purposes.

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

AMENDMENT NO	DATE

B.2 SCHEDULE OF SERVICES

The contractor shall provide services for eligible Veterans in accordance with the performance work statement (PWS). The price schedule of services establishes an all-inclusive daily rate for all costs associated with the required services provided by the contractor. The daily rate is to be expressed as a per eligible Veteran, per day rate. Payment will only be made for Veterans referred to the contractor by an authorized official at the VA Medical Center.

PLACE OF PERFORMANCE: Services shall be provided on-site at the contractor's facility located in one of the following New Jersey Counties: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union or Warren.

ESTIMATED QUANTITIES: All quantities listed herein are estimated quantities. The quantity is based off services for 30 Veterans per day, each year. The offeror's facility must be able to provide at least 30 beds for Veterans under the contract every day.

Actual placements will be based on the number of homeless Veterans requiring housing services case management and payment will only be provided for the quantity of beds occupied by a VA-referred Veteran. Except as described in the "Guaranteed Minimum" paragraph below, 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. The Government does not guarantee or imply that any fixed number of orders/referrals for services will be placed under the resultant contract.

GUARANTEED MINIMUM: The Government will order at least $25,000.00 in services during the base period of the contract. (Note: The guaranteed minimum order amount applies to the base period only. Award of the additional options is not guaranteed nor is there a guaranteed minimum order amount in any given option that is exercised.)

MAXIMUM TOTAL CONTRACT AMOUNT: The potential aggregate contract total over the term of the entire contract (base period and four options) shall not exceed $11,000,000.00

ORDERING PROCEDURES: VA has the sole authority to refer Veterans for care at the contractor's facility. A task order in the amount of the estimated quantity will be issued for each performance period. At the end of the performance period, if all estimated quantities have not been provided by the vendor, a bilateral modification will be issued to decrease the remaining funds and quantities.

Base: October 1, 2026 through September 30, 2027					
LIN	**SERVICES**	**UNIT**	**EST QTY**	**PRICE PER BED DAY OF CARE**	**ESTIMATED TOTAL COST**
0001	Provide homeless housing and case management services (per Veteran per day) as described in the PWS	Bed Day	10,950	$	$

Option 1: October 1, 2027 through September 30, 2028					
LIN	**SERVICES**	**UNIT**	**EST QTY**	**PRICE PER BED DAY OF CARE**	**ESTIMATED TOTAL COST**
1001	Provide homeless housing and case management services (per Veteran per day) as described in the PWS	Bed Day	10,950	$	$

Option 2: October 1, 2028 through September 30, 2029					
LIN	**SERVICES**	**UNIT**	**EST QTY**	**PRICE PER BED DAY OF CARE**	**ESTIMATED TOTAL COST**
2001	Provide homeless housing and case management services (per Veteran per day) as described in the PWS	Bed Day	10,950	$	$

Option 3: October 1, 2029 through September 30, 2030					
LIN	**SERVICES**	**UNIT**	**EST QTY**	**PRICE PER BED DAY OF CARE**	**ESTIMATED TOTAL COST**
3001	Provide homeless housing and case management services (per Veteran per day) as described in the PWS	Bed Day	10,950	$	$

Option 4: October 1, 2030 through September 30, 2031					
LIN	**SERVICES**	**UNIT**	**EST QTY**	**PRICE PER BED DAY OF CARE**	**ESTIMATED TOTAL COST**
4001	Provide homeless housing and case management services (per Veteran per day) as described in the PWS	Bed Day	10,950	$	$

VA NEW JERSEY HEALTH CARE SYSTEM ESTIMATED CONTRACT TOTALS	
BASE	$
OPTION 1	$
OPTION 2	$
OPTION 3	$
OPTION 4	$
TOTAL	$

Note: This contract includes Clause 52.217-8, "Option to Extend Services." Under this clause, the contract may be extended for a period of up to six (6) months, with the rates remaining at the levels in effect at the time the clause is exercised.

B.3 PERFORMANCE WORK STATEMENT (PWS)

GENERAL: The Department of Veteran's Affairs (VA) requires a contractor to provide emergency residential housing and case management services to 30 homeless Veterans as part of the Community Based Health Care for Homeless Veterans (HCHV) program. The contractor shall work in close collaboration with the VA to implement the program as defined in this PWS. The program/services are for Veterans who are eligible for VA health care and referred by:

1.1. VA New Jersey Health Care System, 385 Tremont Avenue, East Orange, NJ 07018

2. BACKGROUND: Through the HCHV program, VA provides case management services to Veterans and facilitates their access to a broad range of medical, mental health, and rehabilitative services. Contractors must be able to provide care and sufficient services to Veterans who are homeless, in community-based residential setting. The contractor shall provide a safe and secure environment to support Veterans' rehabilitation and recovery goals. The contractor will be required to provide residential and case management services but will not be required to provide detoxification or other hospital level treatment; those services will be provided by the VA at VA facilities. The contractor will be expected to work collaboratively with a variety of VA programs and services to encourage Veterans admitted to the HCHV program to complete their agreed upon recovery goals.

2.1. The Department of Veteran's Affairs (VA) has been providing direct and specialized services for homeless Veterans for nearly 25 years. The Secretary of the VA has set a zero-tolerance policy for homelessness within the Veteran population. As part of the Plan to End Homelessness among Veterans announced in late 2009, the Veterans Health Administration has been increasing both capacity of existing programs and services offered to program participants. The plan calls for utilizing new models of care not previously offered by VA.

2.2. The VA's Plan to End Veteran Homelessness calls for enhancing current homeless service capacity as well as developing new programs and initiatives in concert with community and federal partners. Contracts enable VA to engage a community provider to offer homeless Veterans services

2.3. VA Liaisons to the contractor will be identified by the homeless program leadership at VA. This individual will act as the clinical liaison for all client related issues between the contractors and VA by providing clinical oversight. The VA Liaison will not provide direct clinical supervision. The contractor is responsible for case management with all Veterans in the program. The VA Liaison will also consult with and provide input to the contractor(s) as needed.

2.4. Contractors shall provide all labor, supervision, housing, material, and supplies necessary to provide emergency residential housing, treatment and supportive services through the HCHV program Contract Emergency Residential (CER) model. Services will be provided on-site at the contractor's facility, in accordance with all terms conditions, provisions and requirements listed herein. The prices in B.2 Price Schedule of Services shall be inclusive of all "basic services" as may be necessary in the treatment of the Veteran. "Basic services" shall be as defined within this PWS. There will be no additional payments offered to a contractor other than bed days of care for Veterans who are admitted to the contractor's facility by VA referral.

3. **PLACE OF PERFORMANCE**: Services shall be provided at the contractor's facility located in one of the following New Jersey Counties: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union or Warren. The facility must already have an active residential treatment program.

   3.1. If for any unforeseen circumstances, services are to be moved to alternate locations, the contractor shall contact the Contracting Officer Representative (COR) immediately. Based on the length of time for services being provided at the alternate location, it will be up to the discretion of the Contracting Officer (CO) to determine if a contract modification will be required, which could include a decision to terminate the contract.

4. **DEFINITIONS/ACRONYMS:**

   4.1. ADA: Americans with Disabilities Act

   4.2. CO: Contracting Officer

   4.3. COR: Contracting Officer's Representative

   4.4. CPARS: Contractor Performance Assessment Reporting System

   4.5. CS: Contract Specialist

   4.6. Days: Calendar Days

   4.7. FAR: Federal Acquisition Regulation

   4.8. HCHV: Health Care for Homeless Veterans

   4.9. HEARTH: Homeless Emergency Assistance and Rapid Transition to Housing

   4.10. HMIS: Homeless Management Information

   4.11. NACI: National Agency Check with Written Inquiries

   4.12. NCO: Network Contracting Office

   4.13. QASP: Quality Assurance Surveillance Plan

   4.14. VA: Veterans Affairs (U.S. Department of...)

   4.15. VAMC: Veterans Medical Center

   4.16. VHA: Veterans Health Administration (sub-agency within the U.S. Department of Veterans Affairs)

   4.17. VISN: Veterans Integrated Service Network (regional grouping of VA Medical Centers)

5. WEBSITES/RESOURCES:

5.1. VA Homeless Programs: http://www.va.gov/HOMELESS/hchv.asp

5.2. Harm Reduction Strategies in Case Management: http://harmreduction.org/about-us/principles -of-harm-reduction/

5.3. Homeless Management Information System (HMIS): http://www.hudexchange.info/programs/hmis/

5.4. McKinney-Vento/HEARTH Act Definition of Homelessness: https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF

6. HOURS OF OPERATION: 24 hours per day, 7 days per week, 365 days per year.

7. CONTRACTOR RESPONSIBILITIES

7.1. BASIC SERVICES: The contractor shall furnish each Veteran referred for care under this contract the following basic services:

7.1.1. ROOM AND BOARD:

7.1.1.1. A designated bed that is used exclusively by the individual Veteran from the time of admission to the time of discharge.

7.1.1.2. The bed must be situated in a room that affords Veteran safety, privacy and security.

7.1.1.3. VA will not pay for bed sharing, as it is not allowed in this contract. Beds shall not be used for more than one person at a time.

7.1.1.4. Bed frame, mattress, mattress protector/cover (mattresses must be in good condition and fully encased with protective covering)

7.1.1.5. Dresser and or other storage for clothes and personal items

7.1.1.6. Safe and secure place for Veterans to store their belongings that is readily accessible to the Veteran (such as a locking closet, a locking armoire, dresser that includes a lock application device and lock).

7.1.1.7. Personal linens (towels, wash cloths, full/complete bed sheets, blanket, and at least one pillow)

7.1.1.8. Basic personal hygiene products

7.1.2. FOOD/MEALS: Contractor is responsible for providing appetizing, nutritionally adequate meals three times per day, seven days per week, in a setting that encourages social interaction. Nutritious snacks between meals and at bedtime must be available for those requiring or desiring additional food, when it is not medically contraindicated.

7.1.2.1. All food must be stored, handled and served in a safe and sanitary manner that meets accepted industry standards and guidelines.

7.1.2.2. The VA has particular concern for chronically homeless Veterans, many of whom are either undernourished or have developed poor eating habits or both, because of chronic medical, mental health or substance abuse disorders.

7.1.2.3. A VA dietitian may assess printed menus as well as Veterans' satisfaction with meals and the actual consumption of food offered in determining the contractor's success in meeting this requirement during annual facility inspection or at any point during the contract period.

7.1.2.4. The contractor is required to provide a microwave (in a common area/kitchen)

7.1.2.5. The contractor is required to have onsite food warming equipment to keep food warm and/or food to the appropriate temperature prior to serving meals.

7.1.2.6. The contractor shall provide alternative meals for Veterans with dietary restrictions if medically indicated (diabetic, renal and soft mechanical diets) and reasonable accommodation for Veterans with cultural/religious preferences around food (e.g. Kosher, Halal, Sikh, etc.)

7.1.2.7. The facility shall provide storage space in an onsite refrigerator (in a common area/kitchen) for Veterans to store and freely access personal food. The facility shall establish and maintain sanitary procedures for food storage, washing dishes, cleaning equipment and work areas, and disposing of waste.

7.1.3. LAUNDRY: The contractor is responsible for providing laundry facilities and supplies to Veterans at no cost.

7.1.3.1. An adequate number of washers and dryers shall be provided onsite to meet the needs of the Veteran's. Washers and dryers must be operational and serviceable. Repairs of equipment shall be completed in a reasonable amount of time and at the expense of the contractor; or

7.1.3.2. Laundry processes (whether internal or external) shall ensure adequate disinfection and extermination to kill bacteria, insects, eggs, etc., with adequate protocol for processing clothing and possessions of new admissions.

7.1.4. THERAPEUTIC AND REHABILITATIVE SERVICES: The contractor must provide individualized, on-site therapeutic and rehabilitative services determined to be needed by each Veteran admitted to the HCHV program. The therapeutic and rehabilitative services must be detailed in the individual service plan (a.k.a. "treatment plan") developed by the contractor, with input from the Veteran and VA HCHV Liaison (or designee) for approval by VA, within two weeks of admission. Services which the contractor must be able to furnish shall include:

7.1.4.1. A variety of daily structured groups and activities to promote social skills building and healthy lifestyle (i.e. resident participation in psychosocial group sessions, topics based upon resident preference and recommendations by the residential treatment setting staff and VA Liaison; physical activities; facilitated outings or social activities in the

local community; social recreational/peer support groups, linkage to Alcoholics Anonymous, Narcotics Anonymous; linkage to vocational services/counseling). Daily activity schedules must be printed and posted in facility common areas to ensure Veteran awareness and promote participation.

7.1.4.2. Health and personal hygiene maintenance; assistance to develop responsible living patterns, to maintain an acceptable level of personal hygiene and grooming, and to achieve a more adaptive level of psychosocial functioning, upgraded social skills, and improved personal relationships.

7.1.4.3. Monitoring of medications, as applicable. Ensure VISN 2 HCHV Contract Residential Care Initial and Annual Inspection Form (Attachment D.7 HCHV Inspection Form – Medication Review) is reviewed for expectations. Please note, this checklist is subject to change at any time without prior notice.

7.1.4.4. Professional counseling as required, including emphasis on self-care skills, adaptive coping skills, vocational counseling in collaboration with the VA HCHV Liaison or other community resources as appropriate.

7.1.4.5. Opportunities for immediate learning and/or development of responsible living with a goal of achieving a more adaptive level of psychosocial functioning.

7.1.4.6. Opportunities for learning, and internalizing knowledge of the illness and/or recovery process, improving social skills, and improving personal relationships.

7.1.4.7. Opportunities for client participation in community activities, volunteer opportunities, local consumer services, etc.

7.1.4.8. Collaboration with VA program staff providing supportive psychosocial, therapeutic and rehabilitative services.

7.1.4.9. Supportive case management, including guidance on self-care skills and adaptive coping skills for independent living in collaboration with VA program and community resources.

7.1.4.10. Support for an alcohol/drug abuse-free lifestyle provided in an environment conducive to social interaction and the fullest development of the resident's rehabilitative potential.

7.1.4.11. Assistance to gain and to apply knowledge of the illness/recovery process in an environment supportive of recovery models.

7.1.4.12. A program that promotes community interaction.

7.1.4.13. Provides regularly occurring (at least once a week) house meetings run by staff with mandatory attendance of Veterans, unless otherwise clinically indicated as determined on an individual basis.

7.1.5. CASE MANAGEMENT: Contractors shall provide, at minimum, the following case management services to Veterans in the program:

7.1.5.1. Engagement of the Veteran in the service planning process. Contractor will carry the responsibility for interviewing, counseling and case managing for the identified Veterans by conducting psychosocial assessments to identify treatment needs which affect the Veterans' adjustment to their environment and establish treatment goals.

7.1.5.2. Contractor will utilize counseling strategies to include crisis intervention and case management including both short and long-term services.

7.1.5.3. The VA has a strong preference for the use of harm reduction strategies in the case management process to effectively engage the population being served and maximize the chances for successful placement in community-based permanent housing as quickly as possible.

7.1.5.4. Contractor shall assess the psychosocial and environmental needs or dysfunction secondary to or exacerbating the social, substance or psychiatric problems, which might contribute to the Veterans' readjustment challenges in the community.

7.1.5.5. Contractor establishes and maintains an intensive therapeutic relationship with the Veteran, family, staff, community programs/agencies, and is responsible for formulating case management treatment goals and plans that address identified needs, stressors, and problems.

7.1.5.6. Contractor shall conduct high-risk screening, psychosocial assessment and treatment planning, actively involving the Veteran and their family or significant others, in coordination with the team members and the VA.

7.1.5.7. The contractor shall provide psychosocial assessments that include goals for clinical treatment. The contractor is responsible for coordinating and documenting clinical case management and psychosocial services and documenting the overall effectiveness of the case management services provided. Specifically, but not limited to:

7.1.5.7.1. Develop and complete a written Individual Service Plan (ISP) with the Veteran consistent with CER program goals within two weeks of admission. Plan shall include provisions for Veteran placement in appropriate permanent housing within 60 to 90 days of admission to the HCHV Contract Residential Care facility but no more than 180 days without a planned reason for extension. Housing Placement planning must take into account all appropriate and available community-based housing options as well as the Veterans' preferences regarding location and housing type. The plan should also be focused on getting the Veteran(s) to accept services, especially mental health and substance use services that will allow attainment of transitional or permanent housing. Acceptance of the services offered should not be a condition of continued stay in CER program. However, engagement and service delivery should retain the expectation that the Veteran will advance to permanent housing with support, recognizing that it will often be at his or her own pace.

7.1.5.7.2. The completed written ISP shall be signed by the Contractor, Veteran, and the VA HCHV Liaison within the two weeks of program admission.

7.1.5.7.3. ISP must be reviewed at a minimum every 30 days thereafter in a clinical meeting with the Veteran. Updated plans must be promptly communicated to the VA HCHV Liaison.

7.1.5.7.4. Make changes in plans in consultation with the Veteran.

7.1.5.7.5. Provide individual case management meetings at least once per week with each Veteran, focused on housing search, stabilization, coordination of care, and ongoing discharge planning.

7.1.5.7.6. Screen each Veteran for suicidal and homicidal risk with each contact. This screening must be documented in regular progress notes in the Contractor's clinical service records. If the Veteran is a danger to him/herself or others, the contractor will take immediate steps to provide appropriate intervention. Crisis management will be conducted in consultation and coordination with the VA HCHV Liaison.

7.1.5.7.7. Coordinate with the VA HCHV Liaison during weekly case conferences regarding updates and changes in Veteran's care plans to foster a collaborative relationship with the VAMC, contractor and Veteran. Case conferencing may be done in person or by telephone conference calls as determined by the VA Medical Center.

7.1.5.7.8. Obtain relevant Release of Information to communicate and coordinate Veteran's treatment with VA and other community-based service providers.

7.1.5.7.9. Work in close collaboration with the VA Liaison to ensure Veteran's connections to needed VA medical, mental health, substance abuse treatment and care.

7.1.5.7.10. Contractor will take primary responsibility for assisting Veterans in completing housing applications and any other benefits paperwork as needed. Contractor will assist Veterans in obtaining the needed documentation required for complete applications including but not limited to, birth certificates, driver's license, income verification and any additional information required by housing resources and potential income supports.

7.1.5.7.11. Contractor shall accompany Veterans to housing interviews, medical appointments, and other appointments as needed while working with Veterans to foster independence and a sense of self-determination.

7.1.5.7.12. Contractor is required to provide Veterans with direct and ongoing assistance in achieving permanent housing. As a primary goal of the HCHV program, plans for Veterans' transition to permanent

housing placements must be clearly reflected in each ISP and in case management notes. As part of this plan, Veterans' housing history and needs must be assessed through a formal and thorough Housing Assessment completed within two weeks of program admission. Housing Assessments must identify Veterans' housing history, strengths (i.e. positive prior rental history), and barriers (i.e. multiple evictions, recent felony, poor money management skills, etc.). Should Veteran refuse to engage with program staff regarding plans for permanent housing transition, motivational interviewing and other therapeutic techniques will be used to address Veteran ambivalence. All efforts to engage Veteran regarding housing plans, options, and resources shall be clearly documented and include any therapeutic techniques utilized. Contract staff must provide direct assistance to Veterans in developing permanent housing plans and accessing appropriate housing resources. These services shall be provided weekly through one-on-one case management. Examples of expected housing services include:

7.1.5.7.12.1. Assistance obtaining and reviewing Veteran's free credit report, identifying housing strengths and/or barriers associated with current credit status

7.1.5.7.12.2. Creating a Tenant Portfolio with the Veteran that contains all relevant documents required in the rental process, including a completed sample rental application for the Veteran, income verification documents, identification, applicable subsidies, etc.

7.1.5.7.12.3. Reviewing affordable housing rental options and Permanent Supportive Housing (PSH) program offerings and assisting Veterans with making appropriate rental inquiries and submitting completed rental applications.

7.1.5.7.12.4. Conducting regular and individualized housing advocacy efforts, including transportation, assistance scheduling, meeting, and communicating with property managers and landlords, and engage in troubleshooting where rental barriers or denials occur in the housing search process. All housing efforts by the contractor shall be documented clearly and presented to VA Liaison or designee upon request. Mere communication with Veterans regarding housing, without subsequent contractor staff action and follow-up, shall not on its own meet the above requirements.

7.1.5.8. The contractor shall provide onsite therapeutic and rehabilitative services. Daily structured groups and activities should be offered to promote social skills building and healthy lifestyles. Veteran attendance is not mandatory but should include the following types of services:

7.1.5.8.1. Group therapy (Cognitive Behavioral, Motivational Interviewing),

7.1.5.8.2. Relapse prevention

7.1.5.8.3. Life skills training

7.1.5.8.4. Social skills training

7.1.5.8.5. Alcoholics Anonymous

7.1.5.8.6. Narcotics Anonymous

7.1.5.8.7. Vocational counseling

7.1.5.8.8. Health and personal hygiene maintenance

7.1.5.8.9. Monitoring of medications

7.1.5.8.10. Permanent housing search groups

7.1.5.8.11. For purposes of this contract “house meetings” may not be counted as a structured group activity since groups should have a therapeutic value and facilitation shall be the responsibility of the contractor. Should a Veteran have a mental health, medical, or employment obligations which directly conflicts with this requirement, alternative group activities will be arranged and/or the contractor will clearly document efforts made to accommodate the Veteran. These groups can be offered by community or VA resources on site or at alternative locations.

7.2. **FACILITY**: It is the responsibility of the contractor to properly maintain its facilities. The VA shall have no responsibility for paying or reimbursing the contractor for such expenses.

7.2.1. The contractor’s facility must:

7.2.1.1. Meet the Americans with Disabilities Act (ADA) guidelines for accessible accommodations for Veterans with physical limitations or impairments. At least 33% of a facility’s HCHV CER beds (10 of 30 beds) must meet ADA accessibility requirements for both male and female veterans, to include entrances/exits, bathroom facilities, and common areas. Veterans must not be segregated from the rest of the facility due to physical disability. Veterans must have the same access to treatment services, support, common areas, etc. as any other resident.

7.2.1.2. Provide appropriate safety in all common areas such as lounges, laundry rooms, shared kitchens, group rooms, entrances, exits, hallways, through active monitoring. Monitoring may be done through video surveillance or frequent staff observation (at least twice per shift).

7.2.1.3. Have a current occupancy permit issued by local and/or state governments in the jurisdiction where the facility is located. Any changes to the status of the occupancy certificate should be reported to the VA HCHV Liaison within 24 hours.

7.2.1.4. Be in compliance with existing standards of State and local safety and sanitation codes.

7.2.1.5. Be licensed under State or local authority, as appropriate to the level of care provided.

7.2.1.6. Where applicable, be accredited by the State.

7.2.1.7. Be equipped with operational heating and ventilation systems. Any outages or issues/problems with the operational status of the heating and ventilation systems will be reported to the VA HCHV Liaison within 24 hours.

7.2.1.8. Be kept clean, free of dirt, grime, mold, or other hazardous substances as well as damages that would noticeably detract from the overall appearance and/or create a safety risk. The VA inspection team shall have final say as to whether this standard has been met.

7.2.1.9. Be equipped with first aid equipment and an evacuation plan in case of emergency.

7.2.1.10. Have windows and doors that can be opened and closed in accordance with manufacturer standards.

7.2.1.11. Keep all outdoor pathways, doorways, entrances/exits clear of ice, snow, clutter, and debris to ensure safe access and egress. The VA inspection team shall have final say as to whether this standard has been met.

7.2.1.12. Have a formal contingency plan to identify the contractors' points of contact and cascade list in preparation for natural disasters, weather-related or other emergency events, as well as to demonstrate how the contractor will provide continued care and services for Veterans in the event of an emergency. The written plan will be provided to the VA HCHV Liaison or designee within two weeks of contract award.

7.2.1.13. CER housing and supportive services for female Veterans under this contract are required to ensure the safety and privacy of these Veterans. Men and women must have separate bathroom facilities. The facility must have female residential rooms or sections that are securely segregated or restricted from men to ensure safety and privacy. If the facility cannot accommodate both male and female Veterans at one location, the contractor must make available equivalent facilities and services for the opposite gender that meet the terms of the contract for facilities and services.

7.2.1.14. Minimum space requirements: 30 beds separated by gender to ensure safety and privacy (must be able to accommodate both male and female Veterans).

7.2.1.15. Meet fire safety requirements, as follows:

7.2.1.15.1. The building must meet the requirements of the applicable residential occupancy chapters of the current version of NFPA 101, National Fire Protection Association's Life Safety Code.

7.2.1.15.2. All residents in the facility must be mentally and physically capable of leaving the building, unaided, in the event of an emergency.

7.2.1.15.3. Fire exit drills must be held at least quarterly. Residents must be instructed in fire safety and evacuation procedures upon admission to the facility, including what to do when the primary and/or secondary exits are blocked.

7.2.1.15.4. The contractor shall have a written plan for evacuation in the event of fire. This will be reviewed annually by VA. The plan shall outline the duties, responsibilities, and actions to be taken by the staff and residents in the event of a fire emergency. This plan shall be implemented during fire exit drills.

7.2.1.15.5. The contractor shall have a written policy prohibiting smoking, vaping, and tobacco use in the facility. This policy must be enforced. No smoking will be allowed in bedrooms, dining areas or other common areas such as bathrooms and living rooms.

7.2.1.15.6. The contractor shall have a written policy prohibiting flammable items (such as candles, plug in type air fresheners, etc.)

7.2.1.15.7. Portable fire extinguishers shall be installed at the facility. Use NFPA 10, Portable Fire Extinguishers, as guidance in selection and location requirements of extinguishers.

7.2.1.15.8. Fire protection equipment and systems shall be in accordance with NFPA 101. All fire protection systems and equipment, such as the fire alarm system, smoke detectors, sprinklers, and portable extinguishers, shall be inspected, tested and maintained in accordance with the applicable NFPA fire codes and the documented.

7.3. SPECIAL POPULATION CONSIDERATIONS: The contractor shall not discriminate based on race, color, ethnicity, religion, sex, age, national origin, disability, sexual orientation, gender identity/expression, political affiliation, or status as a parent.

7.3.1. Facilities providing care for both male and female Veterans shall ensure that female residential rooms or sections and showering/bathing facilities are securely segregated or restricted from men to ensure safety and privacy.

7.3.2. Contractor shall have policies in place regarding how they will house Veterans who identify as transgender/non-binary. This should include accommodations for the personal preferences of the Veteran and their potential roommate(s).

7.3.3. The self-identified gender identity of each person shall be respected and is sufficient for the purposes of determining gender-appropriate housing. A person's gender does not depend on whether they have had surgery or other medical treatments or whether or not they are perceived to "pass" as the gender with which they identify. An individual is the gender that they say they are.

7.3.4. Staff may not inquire into the medical or surgical status of a transgender client's transition outside of what is asked of all clients (i.e. medications that are to be kept at the administration counter, specific physical and mental health needs being address by the program, and so forth).

7.3.5. A person's transgender status is confidential and private and shall be treated like all other confidential personal and medical information. Staff must never disclose a client's transgender status to other clients or staff, unless such disclosure is specifically necessary for service provision, or authorized with express permission by the client.

7.3.6. The contractor will make gender-appropriate bathroom and bedroom facilities as well as changing areas available to transgender and gender nonconforming (TGNC) clients.

7.3.7. Individuals who identify as women and who feel safer housed with women rather than with men are to be housed with the women and use the women's showers and bathrooms. Transgender women shall have the same access to bathrooms, showers, changing areas, and bedrooms as persons assigned female at birth.

7.3.8. Individuals who identify as men and who feel safer housed with men rather than women are to be housed with the men and use the men's showers and bathrooms. Transgender men shall have the same access to bathrooms, showers, changing areas, and bedrooms as persons assigned male at birth.

7.3.9. Individuals who do not feel safe in the shelter that matches their gender identity, or who identify as neither male or female, are to be housed in and use the bathrooms and showers in the section in which they feel safest.

7.3.10. TGNC clients should be subject to the same rules about appropriate behavior in bathrooms and showers as all clients. No additional rules are required.

7.3.11. Reasonable accommodations may be made for any individual, transgender or non-transgender, who has expressed safety or privacy needs. Reasonable accommodations are made according to each individual's needs and the ability of the agency to provide such accommodations. Under no circumstances will a TGNC person be required to use alternative facilities—including as an "accommodation" for another person's discomfort.

7.3.12. Reasonable accommodations may include:

7.3.12.1. Doors on bathroom stalls that can be latched or locked

7.3.12.2. Curtains or other devices in bathrooms or showers that provide the client with privacy

7.3.12.3. Alternate times to use the bathrooms or showers, if requested

7.3.12.4. Monitoring of showers or bathrooms to control entrance and exiting

7.3.12.5. Alternate housing arrangements, such as "special needs" housing

7.3.12.6. Set-aside sleeping, such as rooms or beds that are separate from others, if requested

7.3.12.7. Segregated sleeping where one portion of the facility is set aside to ensure safety and privacy.

7.3.12.8. Availability of beds close to night staff

7.3.13. Staff shall only refer to clients using the client's preferred gender pronoun (generally speaking, "she"/ "her" for transgender women and "he"/ "him" for transgender men). This includes all verbal or written communications with the client, as well as those communications about or in reference to the client with other staff or clients, and in all reports or other documents relating to the client's case.

7.3.14. If contract staff are unsure of what pronoun to use with a client, they should privately ask that person what pronoun they prefer. If there is no immediate opportunity to speak with the client, in the interim the client's name should be used to substitute the pronoun (for example: Alex told me that Alex was feeling depressed and would like to participate in the support group), or staff can use a gender-neutral pronoun (e.g., "they"/ "them") until they have a chance to confirm the client's preferred gender pronoun.

7.4. **ISOLATION/QUARANTINE ROOM(S) FOR INFECTIOUS DISEASES:** Contractor shall provide designated space(s) adequate for a minimum of two people for isolation or quarantine. Space should include bedroom, bathroom, and policy for utilization of the space.

7.5. **PEST CONTROL**: In the event of pests (bug, bed bugs, rodents, etc.), contractor shall notify the VA HCHV Liaison immediately but no later than 24 hours after discovery. Contractor shall arrange for the necessary extermination/fumigation, etc. as soon as possible but no longer than 36 hours after discovery. The contractor is responsible for the expense of eliminating the pests. Proof of treatment is required and should be sent to the CO and COR stating results of the pest control inspection after remediation. Follow-up treatment may be required at the contractor's expense based upon inspection results.

7.6. **INTERNET AND COMPUTER ACCESS**: Internet access shall be available throughout the facility. Computers shall be available to Veterans residing at the facility. Access shall consist of a service/speed rating at a minimum of 10 Megabytes per second (Mbps) download, 1Mbps upload or better. Wireless or other access shall be provided so that it is possible for three or more users to access internet services simultaneously. Facility shall provide hardware (computer(s), printer, etc.). Veterans enrolled at the local community college or taking online courses, should be given priority of usage. The Contractor will be responsible for establishing hours of usage as well as setting any "parental controls" they deem essential.

7.6.1. **PRIVATE OFFICE SPACE:** Adequate private office space for Veterans to meet in confidence with their case manager; having secured paper and electronic filing systems to protect Veterans' case records and other documentation.

8. ADDITIONAL CONTRACT REQUIREMENTS

8.1. DOCUMENTATION, RECORDS AND REPORTS: As VA exercises contract oversight, attention will be directed to the adequacy of Veterans' records. Site visits by VA staff will periodically include a spot check of records to ensure the contractor's invoices accurately reflect the Veteran's length of stay. The contractor is responsible for the following onsite records and reports:

8.1.1. Daily census sheets to document and verify Veterans' presence at the facility for billing purposes. Daily census sheets must be completed clearly, accurately, and thoroughly with full names and monitored so as to provide a full accounting of the Veterans' stay and services received for billing and audit purposes. These census sheets will be hand delivered and/or faxed a minimum of weekly to the VA Liaison for review.

8.1.2. The contractor shall maintain an individual clinical record on each Veteran housed under this contract. The contractor must comply with the requirements of the "Confidentiality" of certain medical records (38 USC 7332), and (42 CFR, Part II). All case records will be maintained with such security and confidentiality as required and will be made available on a need-to-know basis to appropriate staff members involved with the treatment program of the veterans concerned.

8.1.3. At minimum, all records and reports must be stored in a locked file cabinet behind a locked door.

8.1.4. The contractor shall create an individual case record for each referred Veteran. Case records shall be maintained in security and confidence as required by all applicable state and federal confidentiality laws, regulations, and policies. Case records and data normally maintained and included in a record as a function of compliance with state or community licensing standards will be made available on a need-to-know basis to the appropriate Department of Veterans Affairs staff members involved with the treatment of the Veteran. At a minimum, records must contain:

8.1.4.1. VA referral documentation

8.1.4.2. Psychosocial assessment plan within two weeks of admission, and as updated

8.1.4.3. Assessment and Plan shall include but not be limited to:

8.1.4.3.1. All identifying data relevant to the resident

8.1.4.3.2. Medical problems and medications (complete medication list)

8.1.4.3.3. Mental health problems and medications

8.1.4.3.4. Substance use/abuse history

8.1.4.3.5. Housing history and preferences

8.1.4.3.6. Income supports or benefits

8.1.4.3.7. Employment/vocational issues

8.1.4.3.8. Information relating to the Veteran's admission including reason for referral and targeted goals for constructive changes which are to be attained during the residential rehabilitation episode and anticipated length of stay, if known.

8.1.5. Individual Service Plan completed within two weeks of program admission signed by the Veteran, contractor and the VA HCHV Liaison. Plans shall include but not be limited to:

8.1.5.1. Provisions for Veteran placement into an appropriate permanent housing placement within 60-90 days of admission to the contractor's facility but no more than 180 days without planned reason for extension.

8.1.5.2. Housing placement planning must take into account all appropriate and available community-based housing options as well as the Veteran's preferences regarding location and housing type.

8.1.5.3. Provisions for the stabilization and/or treatment of psychosocial issues and stressors.

8.1.5.4. This may include provisions of care within the contracted facility, connections to the VAMC medical and mental health care, and/or referrals and connections to community-based resources.

8.1.5.5. Plans shall be updated every 30 days from the date of the initial plan, and include any measures of movement toward rehabilitation goals, with particular focus on the attainment of community-based housing.

8.1.6. Progress notes for each case management and Individual Service Plan encounter-to include information regarding progress toward meeting the Veterans goals.

8.1.7. Documentation of Veteran participation in on-site daily structured activities and groups.

8.1.8. Log of Veteran's stay

8.1.9. Veteran acknowledgement of understanding of written procedures that address use, storage, access, and disposal of medications and syringes.

8.1.10. Veteran acknowledgement of understanding of written policies, procedures and handbooks upon admission.

8.1.11. All appropriate and necessary release of information form(s) to coordinate Veteran care

8.1.12. VA extension referral documentation and approvals (if applicable)

8.1.13. Veterans written request for pass to the VA HCHV Contract Residential Care Liaison (if applicable)

8.1.14. Copy of any HCHV Incident Report (if applicable)

8.1.15. Copy of Veterans discharge summary (within 48 hours)

8.1.16. Enter information in the Homeless Management Information System (HMIS) web-based software application found at: https://www.hudexchange.info/programs/hmis/

8.1.16.1. This a software application is designed to record and store client-level information on the characteristics and service needs of homeless persons. It is typically a web-based software application that homeless assistance providers use to coordinate care, manage their operations, and better serve their clients. HMIS implementations can encompass geographic areas ranging from a single county to an entire state. An HMIS knits together homeless assistance providers within a community and creates a more coordinated and effective housing and service delivery system. The U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. Specifically, an HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs. Homeless Management Information Systems were first developed in the late 1990's in response to a mandate by Congress requiring States to collect this data as a condition of receiving federal money from HUD to serve homeless populations. The impetus behind this mandate was to reduce and eventually solve homelessness, a problem which could never be solved if it was not understood and if progress toward that goal was not tracked. Most HMIS applications also serve as outcome-based systems that facilitate timely, efficient, and effective access to needed services and supports for persons who are homeless. For instance, percentage of individuals who are housed is a metric used for evaluation. Other data fields focus on developing a picture of unduplicated counts, use of specific services and the effectiveness of the local homeless assistance systems. HMIS is helpful to HUD in evaluating success in different grantee jurisdictions and in reporting to Congress; HUD has begun a renewed emphasis on having its Continuum of Care grantees convert to HMIS.

8.2. **COMMUNICATION:** It is important to maintain open communication between the contractor and VA. In order to maintain continuity of care, the VA HCHV Contract Residential Liaison should be notified about any significant events that may effect the treatment of Veterans and/or billing for services.

8.2.1. The contractor shall notify the assigned VA HCHV Liaison immediately (within 24 hours) of any incidents involving Veterans residing in the program.

8.2.2. The contractor shall notify the VA HCHV Liaison by telephone during the hours of 8:00 a.m. until 4:30 p.m.

8.2.3. For incidents that occur after normal business hours (weekends, holidays, evenings/nights), the contractor should notify the HCHV Liaison and the VAMC's Social Work Section Chief for Homeless Programs.

8.2.4. Daily Communication: To ensure proper utilization of services, the contractor shall provide a daily email to the VA HCHV Liaison. This email should include any admissions, discharges, and the number of available beds that day. VA uses this information to determine if the program can be used as a resource for VA homeless Veterans on a daily basis. Incidents may be included in the email but should not contain any Veteran personal health information in non-encrypted/non-secure emails.

8.2.5. VA should be notified (at minimum) about the following:

8.2.5.1. Discharges

8.2.5.2. Authorized or unauthorized program absences

8.2.5.3. Positive urinalysis/breathalyzer screens

8.2.5.4. Behavioral issues

8.2.5.5. AWOL/MIA Veterans

8.2.5.6. Major mental health concerns/danger to self or others

8.2.5.7. Anything involving a Veteran that results in an incident report

8.2.5.8. Changes in policy that may affect the quality of life of Veterans (i.e. changes in case management services, kitchen use, intake procedures, etc.)

8.2.5.9. Infested/hazardous environment conditions

8.3. MEDICATION STORAGE AND MONITORING

8.3.1. The contractor shall provide a locked room for storage of medications. HCHV programs must ensure there are appropriate policies and procedures that support the safe storage of medications for Veteran residents.

8.3.2. The contractor shall have written procedures that address storage and monitoring while providing access to medications and safe disposal of medications and syringes. Veterans residing in the program should be educated about these procedures and the importance of safely storing their medications.

8.3.2.1. Policies and procedures shall explain and detail which of the two medication control systems are used by the agency. Ensure VISN 2 HCHV Contract Residential Care Initial and Annual Inspection Form (found in section D, Attachments) is reviewed for expectations. Please note: this checklist is subject to change at any time without prior notice.

8.4. WRITTEN POLICIES AND PROCEDURES/RESIDENT HANDBOOK

8.4.1. Contractor must provide a safe and sober environment for all residents. Contractor must have written policies and procedures in place that address the following concerns and situations and must communicate policies and procedures to Veteran residents both verbally and in writing in a manner that is easy to understand (acronyms defined). These policies and procedures must be provided to each Veteran upon admission to the facility in the form of a written resident handbook that is verbally reviewed by the assigned case manager with the Veteran. This communication must be documented in the Veteran's client record. Contractor must have written policies and procedures in place that address the following concerns and situations:

8.4.1.1. Allowable personal items

8.4.1.2. Suspected or known drug or alcohol use or relapse by one or more residents

8.4.1.2.1. Zero tolerance for illegal substances; including marijuana

8.4.1.2.2. While sobriety is the goal for all Veterans, a safe space should be provided for Veterans who return to the facility under the influence;

8.4.1.2.3. Staff shall assess the effect of Veteran's relapse on other Veterans and the program;

8.4.1.2.4. Abstinence from alcohol or drugs cannot be a condition of admission or continued stay; infractions of rules should be used as opportunities for engagement; at times discharge is an option based upon the level of infraction and degree of disruptiveness to program functioning.

8.4.1.2.5. Collaborative process with the VA liaison, Veteran, and the contractor to ensure the Veterans and program is safe and that a higher/different level of care is not required;

8.4.1.3. On-site contraband, weapons (including props or souvenirs that appear to be weapons), drug or alcohol related paraphernalia (i.e., found alcohol, drugs, drug "works", etc.)

8.4.1.4. On-site drug or alcohol testing methods (i.e., urine drug screens, breathalyzers, etc.) and frequency. Veterans will be breathalyzed each time they return to the program and will also have random urine drug screens a minimum of twice a month. All testing will be reported to the liaison on a weekly basis and any positive results within 24 hours.

8.4.1.5. Safe prescription medication storage and handling, including specific provision for prescribed controlled substances. Ensure the VISN 2 HCHV Contract Residential Care Initial and Annual Inspection Form (found in Section D) is reviewed for expectations. Please note: this checklist is subject to change at any time without prior notice.

8.4.1.6. Safe prescription medication access, including specific provisions for safe disposal of medications and syringes, as needed. Ensure VISN 2 HCHV CR Initial and Annual Inspection Form (found in Section D) is reviewed for expectations. Please note; this checklist is subject to change at any time without prior notice.

8.4.1.7. Assertive monitoring of controlled substances, including but not limited to:

8.4.1.7.1. Signing in medications after receipt from pharmacy with an observed pill count by contractor staff;

8.4.1.7.2. Staff observation and recording of taking of controlled substances and other medications by Veterans

8.4.1.8. Physical room inspections and bed checks of Veterans residing in the program at each shift

8.4.1.9. Daily sign-in sheets will be sent to liaison on a weekly basis for review.

8.4.1.10. Grievance process to address resident complaints with timeframes for responses from the Contractor's management. These policies and procedures shall be clearly posted in plain sight for the Veterans to reference.

8.4.1.11. Client abandonment of belongings in the facility, including timeframes and procedures for disposal. These policies and procedures shall be clearly posted in plain sight for the Veterans to reference as well.

8.4.1.12. Process to assess client satisfaction with the facility and on-site services, including information collection methods and frequency, and process for utilizing the information for continual performance improvement purposes. These policies and procedures shall be clearly posted in plain sight for the Veterans to reference. Survey to be completed by discharging veterans whenever possible and sent to liaison for review along with discharge summary.

8.4.1.13. Policy for pest control, including and not limited to bed bugs, rodents, and other pests. The policy shall include a plan on how to handle any occurrences in a timely manner (48 hours). These policies and procedures shall be clearly posted in plain sight for the Veterans to reference.

8.4.1.14. House rules and expectations should be kept to a minimum, be simple, and should focus on safety of the Veterans and staff. Most Veterans may have had difficulty in the past adhering to settings where strict rules are applied. The rules should reward positive behavior, be enforceable, relate to the living situation, provide for safety of the Veterans and provide opportunities for engagement. Achieving future housing placement will be the primary goal for each Veteran.

8.4.1.15. Suicide safety; to include suicide prevention training initial and annual

8.4.1.16. Animals on property (following the Americans with Disabilities Act regulations concerning service animals)

8.5. REFERRALS/ADMISSION

8.5.1. The VA is responsible for determining eligibility of Veterans prior to referral to the contractor for treatment. A written referral (hard copy, fax or encrypted email are acceptable) signed by an authorized VA ordering officer shall be provided to the contractor for each Veteran referred for services under the contract. All referrals will be accomplished ONLY with the appropriate VA Release of Information by the Veteran to be referred.

8.5.2. A list of authorized VA Ordering Officers for the contract shall be provided to the Contractor upon award. Ordering Officers may be added or deleted from the list during the term of the contract at the discretion of the VA Contracting Officer. The contractor shall be provided an updated list of authorized VA Ordering Officers whenever such changes are made.

8.5.2.1. In the event a referral is received from someone other than an individual listed on the authorized VA Ordering Officer list, the contractor shall contact the VA HCHV Liaison for verification and further direction.

8.5.3. In the event a Veteran presents to the contractor's facility outside of normal business hours without written referral from the VA, the contractor shall notify the VA HCHV Liaison no later than 10:00 a.m. on the next business day. The VA HCHV Liaison will determine whether the Veteran is eligible for referral, and if so, provide a referral to the contractor. Under no circumstances shall the VA be responsible for payment for any individuals without a hard copy referral signed by an authorized VA Ordering Officer.

8.5.3.1. It is understood that the contractor will not be paid for care provided to a referred Veteran beyond the period authorized in the referral, unless an extension of authorization is provided in writing by the VA (see Section D for a copy of the Request for Extension of Per Diem Form)

8.5.3.2. The initial referral period for a Veteran may be up to 90 days, depending upon the needs of the Veteran as mutually determined by the Veteran, contractor's staff, and VA Homeless Program Coordinator or designee.

8.5.3.3. An extension of the referral period up to a total of six months (180 days) may be authorized by the VA Homeless Program Coordinator or designee, provided that funding is available.

8.5.3.4. The VA HCHV Liaison will not approve per diem for lengths of stay exceeding 180 days from the date of admission unless:

8.5.3.4.1. There are extenuating clinical circumstances beyond the contractor's control that are barriers to the Veteran's placement in housing;

8.5.3.4.2. There is documented evidence that the contractor has exhausted every effort to place the Veteran in housing sooner;

8.5.3.4.3. The VA HCHV Liaison has been appropriately advised of these efforts well in advance of the 180-day limit; and

8.5.3.4.4. The request for extension form is completed and the VA HCHV Liaison concurs and approvals obtained for the Veteran to continue to derive therapeutic benefits from a continued stay at the HCHV Contracted Residential Care facility.

8.5.4. Treatment periods in excess of 6 months (180 days) for individual Veterans must be authorized by the COR.

8.5.4.1. Any services provided beyond 90 days without an approved extension will not be billable to the VA.

8.5.4.2. Any services provided beyond the approved extension will not be billable to the VA.

8.5.5. It is understood that the contractor will encourage Veterans to complete their agreed upon recovery plans prior to discharge. Management of program dropout will be an element of quality assurance review of this program.

8.6. ABSENCES AND CANCELLATION

8.6.1. DAILY CENSUS: A current daily census will be provided to the COR.

8.6.1.1. New Jersey should be notified in “real time” via email

8.6.2. SCHEDULED/AUTHORIZED ABSENCES: A scheduled/authorized absence is defined as an absence that is pre-planned and supports the Veteran’s individual service plan (e.g., family reunification, short term medical, substance use disorder (SUD) or psychiatric treatment).

8.6.2.1. In order to receive payment for authorized absences, the contractor must:

8.6.2.1.1. Have the reason documented in the individual Veteran’s case file, treatment record, or service plan

8.6.2.1.2. Not result in the bed being filled by the contractor

8.6.2.1.3. Not be a break or vacation from treatment

8.6.2.1.4. Not be used for extended educational or employment circumstances

8.6.2.1.5. Not be used to create more than 4 consecutive days of absence

8.6.2.1.6. Be requested in advance and in writing to the VA HCHV Liaison for approval or denial. Documentation shall be provided that includes: what the absence is needed for, date and time the Veteran will be back on the premises, contractor staff emergency contact information and contact information of a point of contact where the Veteran will be during the absence

8.6.2.2. Veteran residents will be allowed up to 96 hours for the scheduled/authorized absence from the facility per month.

8.6.2.3. The VA will pay the per diem up to 96 hours for scheduled/authorized absences.

8.6.2.4. Any exceptions to these authorized absence rules will be at the discretion of the COR and Contracting Officer.

8.6.3. UNSCHEDULED/UNAUTHORIZED ABSENCES: An unscheduled/unauthorized absence is defined as an absence that is unplanned in advance, not approved, and the Veteran's whereabouts are unknown.

8.6.3.1. The contractor shall notify the VA HCHV Liaison of unauthorized absences by an admitted Veteran from the facility within 24 hours.

8.6.3.2. The VA will pay the per diem up to 48 hours for unscheduled/unauthorized absences

8.6.3.3. In order to receive payment for unscheduled/unauthorized absences, the contractor must:

8.6.3.3.1. Have evidence of active outreach to locate and re-engage the Veteran and document the steps taken in the Veterans individual case file, treatment record, or service plan.

8.6.3.3.2. Not fill the bed

8.6.3.3.3. Discharge the Veteran from the program if not located within 48 hours

8.6.3.4. The VA will only provide payment for one unauthorized absence per Veteran per admission.

8.6.3.5. The Veteran must be discharged from the HCHV CERS program if not located within 48 hours.

8.6.4. REMOVAL OF VETERANS: VA reserves the right to remove any or all Veterans from the facility at any time, without additional cost, when it is determined to be in the best interest of the VA or the Veteran.

8.6.5. INCIDENTS AND MEDICAL EMERGENCIES:

8.6.5.1. The contractor shall notify the assigned VA HCHV Liaison immediately (within 24 hours) when a medical emergency occurs that requires hospitalization of a referred Veteran. The contractor shall notify the VA HCHV Liaison by telephone during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. For all incidents that occur after normal business hours (weekends, holidays, evenings, nights), the contractor should notify the Administrator on Duty (AOD) or contact the HCHV Liaison. In the event of a medical and/or psychiatric emergency that requires evaluation, the Veterans shall be transported to the closest hospital, preferably a VA facility.

8.6.5.2. The contractor shall notify the assigned VA HCHV Liaison immediately (within 24 hours) of any incidents involving Veterans residing in the residential program. The contractor shall notify the VA HCHV Liaison by

telephone during the hours of 8:00 a.m. and 4:30 p.m. For all incidents that occur after normal business (weekends, holidays, evenings, nights), the contractor should notify the Administrator on Duty (AOD) or contact the HCHV Liaison. Incidents must be investigated, confirmed, and resolved. The contractor shall provide the VA HCHV Liaison with a copy of the incident report within 48 hours. The contractor shall maintain a copy of the incident report in the Veteran's case record.

8.6.5.3. In the event a Veteran residing in the HCHV Contract Residential Care program under this contract dies, the contractor will immediately notify the VA Liaison authorizing admission and immediately assemble, inventory, and safeguard the Veteran's personal effects.

8.6.5.3.1. The funds, deposits, and effects left by Veterans upon the premises of the facility shall be delivered by the director or manager of the facility to the person or persons entitled thereto under the laws currently governing the facility for making disposition of funds and effects left by Veterans unless the beneficiary died without leaving a will, heirs, or next of kin capable of inheriting.

8.6.5.3.2. When disposition has been made, the itemized inventory with a notation as to the disposition has been made, they will be immediately forwarded to the VA HCHV Liaison.

8.6.5.3.3. Property and funds wherever located vests in and becomes property of the United States in trust. In these cases, the facility will forward an inventory of any such property and funds in its possession to the appropriate VA office and will hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from the VA concerning disposition.

8.6.5.4. The contractor shall provide the VA HCHV Liaison with a copy of the incident report within 48 hours. The contractor shall maintain a copy of the incident report in the Veteran's case record. Incidents include but are not limited to:

8.6.5.4.1. Death

8.6.5.4.2. Fire

8.6.5.4.3. Drug overdose/intoxication

8.6.5.4.4. Police investigation/incident

8.6.5.4.5. Suicide/suicide attempt

8.6.5.4.6. 911 call (police/fire department/paramedics/other)

8.6.5.4.7. Severe medical illness/emergency

8.6.5.4.8. Severe psychiatric illness/emergency

8.6.5.4.9. Sexual assault

8.6.5.4.10. Act of violence by Veteran

8.6.5.4.11. Act of violence by others

8.6.5.4.12. Abusive behavior

8.6.5.4.13. Accident

8.6.5.4.14. Medication problems or adverse drug reactions

8.7. EXIT/DISCHARGE PLANNING

8.7.1. Exit or discharge planning for each Veteran starts at the time of admission or entry into the program. Exit planning is for the Veteran to identify personal needs for obtaining housing, continuing recovery, care, treatment, and services after exit. Exit or discharge planning is addressed at each interdisciplinary treatment team meeting with the Veteran. The length of stay is variable based on progress towards goals, objectives, and time frames listed in the treatment plan. The timing of transition to the community is negotiated between the Veteran and the team. The contractor is responsible for ensuring that access barriers to continuing outpatient care (e.g., distance, transportation, scheduling) are reduced or eliminated.

8.7.2. Prior to any discharge, contract staff shall consult with the Veteran, VA staff, and the care plan team to update the Veteran's care plan. The contractor shall ensure the discharge is a smooth transition and prepare the Veteran for the next step that is outlined within each respective care plan.

8.7.3. All Veterans scheduled for discharge based on behavior must meet with the treatment team and work with team to determine most therapeutic option for the Veteran. This does not include violations for safety reasons or verbal abuse. Please note: Profanity does not constitute abuse and shall not exclusively be considered grounds for discharge. Any actual or threatened violence will be grounds for discharge. Veterans may be discharged for safety reasons at any time.

8.7.4. Veterans may be discharged from the HCHV Contract Residential Care program for positive, negative, administrative reasons or unacceptable discharge.

8.7.4.1. The date of discharge must be approved by the VA HCHV Liaison for billing purposes.

8.7.4.2. The Contractor shall provide discharge planning and referrals for each Veteran, regardless of character of discharge from the facility to appropriate community resources and services based upon a team assessment of health, social and vocational needs and involvement of Veterans' families, as appropriate.

8.7.5. Discharges will be characterized as follows:

8.7.5.1. POSITIVE DISCHARGE:

8.7.5.1.1. Veteran has been successfully placed as anticipated in permanent housing or reunited with family, and has met the goals of his/her Individual Service Plan within 180 days or less;

8.7.5.1.2. Veteran has been successfully placed as anticipated in permanent housing or reunited with family, and has met the goals of his/her Individual Service Plan in greater than 180 days from the date of admission and the VA HCHV Liaison had approved continuation of per diem payment;

8.7.5.1.3. Veteran's length of stay has exceeded 180 days from the date of admission and the VA HCHV Liaison has not approved continuation of per diem payment, but the Veteran is discharged to permanent housing.

8.7.5.2. **ADMINISTRATIVE DISCHARGE**: Veteran has been transferred to an alternate level of care with concurrence from the VA HCHV Liaison for medical, mental health, or substance abuse treatment to better meet the Veteran's clinical needs and/or due to circumstances beyond the Contractor's control with concurrence from the VA HCHV Liaison.

8.7.5.3. NEGATIVE DISCHARGE:

8.7.5.3.1. Veteran has absconded from the facility and his/her whereabouts are unknown;

8.7.5.3.2. Veteran has had an episode of violence or has threatened violence against staff or other residents and must be discharged to maintain the safety of the facility;

8.7.5.3.3. Veteran has had more than one episode of drug/alcohol use at the facility, has failed to engage in or accept treatment alternatives that have been offered, behavior is disruptive, and must be discharged to maintain a safe environment at the facility;

8.7.5.3.4. Veteran's length of stay has exceeded 180 days from the date of admission and the VA HCHV Liaison has not approved continuation of per diem payment, and the Veteran is discharged to a place other than permanent housing.

8.7.5.4. **UNACCEPTABLE DISCHARGE** (not authorized under this contract) as determined by VA:

8.7.5.4.1. Veteran is discharged to a homeless shelter or drop-in setting after a length of stay greater than seven days from the date of admission unless there is concurrence from the VA HCHV Liaison that there is no other alternative due to circumstances beyond the Contractor's control.

8.7.5.4.2. Veteran is discharged to the streets at any point in time after the date of admission under any circumstances.

8.7.5.5. The Contractor shall participate in the discharge planning process and provide written summary within 72 hours of discharge, reflecting a Contractor/VA team assessment of health, social and vocational needs and the involvement of the Veteran, the VA staff and appropriate community resources in resolving problems and setting goals.

8.7.5.6. Upon discharge, status of housing should be reported to the VA HCHV Liaison under the following categories:

8.7.5.6.1. Having one's own apartment, room or house

8.7.5.6.2. Halfway House/institution/other residential level of care

8.7.5.6.3. None

8.7.5.6.4. Unknown/other

8.7.5.7. STATUS AT TIME OF DISCHARGE:

Type of Discharge	Performance Expectation	Review Period
Positive discharges	55%	Every six months starting with six months from the date performance begins under the contract.
Administrative discharges	Less than 15% of all Veterans admitted to the program; which includes transitional housing	Every six months from the date of the contract award.
Negative discharges	No more than 20% of all Veterans admitted to the program	Every six months from the date of the contract award.
Unacceptable discharges	Zero occurrences	Every six months from the date of the contract award.

8.8. KEY PERSONNEL: Contractor shall employ sufficient personnel to carry out the policies, responsibilities, and programs.

8.8.1. A full-time administrative staff member on duty and on-site and available for emergencies 24 hours a day, 7 days a week. Please note: Security staff alone is not sufficient to meet this requirement. The staff member must be an employee of the contractor and is responsible for the overall day to day operation of facility assuring all policies and procedures are followed. The administrator on duty must remain awake and available to interact with Veterans during their work tour, whether during the day or at night.

8.8.2. It is required that there is a Director of the program on-call and available for emergencies 24 hours a day, 7 days a week.

8.8.3. A professionally credentialed clinical supervisor available to make on-site visits, at minimum twice per month, and provide ongoing supervision of cases to case management personnel.

8.8.3.1. These visits shall be scheduled in collaboration with the VA COR.

8.8.3.2. A clinical supervisor must be on-call and available for emergencies 24 hours a day, 7 days a week.

8.8.4. Sufficient case management personnel to provide the necessary therapeutic interventions and activities and to ensure a meaningful integration of these efforts with those provided in the residential setting.

8.8.4.1. Case managers must have training and experience working with homeless individuals with chronic medical, mental health and substance abuse problems and be able to assess and anticipate crisis.

8.8.4.2. Each Veteran must have an assigned case manager responsible for coordinating and providing the treatment services specified in this Performance Work Statement (PWS).

8.8.4.3. The case manager to veteran ratio for New Jersey should not exceed 1:20.

8.8.5. There must be at least one contract staff member with cardiopulmonary resuscitation (CPR) certification on duty on the premises and available for emergencies 24 hours per day/7 days per week.

8.8.5.1. Provide in the list of key personnel the specific person(s) with the CPR certification; include name, title and a copy of the certification

8.8.6. The Contractor must identify each person functioning as “key personnel” under this contract, provide the VA HCHV Contract Residential Care Liaison the following information:

8.8.6.1. Name and Title of each person

8.8.6.2. Description of each person’s duties

8.8.6.3. Description of each person’s certifications and licensures

8.8.6.4. Copies of all certifications and licensures

8.9. SUBSTITUTION OF KEY PERSONNEL

8.9.1. In the event that any of the personnel named in the list of key personnel are unable to perform the duties of this contract, the contractor shall promptly submit to the Contracting Officer and COR, in writing, a detailed explanation of the circumstances necessitating the substitution within one day of the personnel change event.

8.9.2. The contractor shall submit to the Contracting Officer and COR, in writing, a contingency plan within two days. This plan must adequately address maintaining performance, staffing, safety, and security on this requirement.

8.9.3. Prior to new personnel being allowed to work under this contract, the contractor shall submit all the necessary information for the proposed new key personnel within 15 days of the personnel event change to the Contracting Officer, including but not limited to:

8.9.3.1. Résumé

8.9.3.2. Licenses

8.9.3.3. Any other information required for the VA to approve or deny the proposed substitution.

8.9.4. The Government shall reserve the right to require replacement of any contractor personnel assigned to work on this contract. Meaning, contractor personnel that are determined not to possess the experience, ability, or any other reason found to be unsuitable to perform the work required by the contract.

8.9.5. The contractor shall provide the VA HCHV Contract Residential Care Liaison with an updated copy of “key personnel” whenever changes in personnel occur within one week of new personnel starting or terminating their position.

8.9.6. All certifications and licensures of all key personnel shall be kept current, at the same level, as at contract award.

8.10. **TRAINING**: All contract staff and subcontractor staff shall complete the following training before beginning work under the contract:

Training	**Curriculum ID #**	**Frequency**	**Hours**
S.A.V.E. Training for Employees OR S.A.V.E. Refresher Training	VA 33770 VA30535	Once Annually after initial S.A.V.E. Training	1 1
Privacy and HIPAA Training	VA 10203	Annually	1
Prevention and Management of Disruptive Behavior (PMDB) Introductory Material	VA 4552629	Annually	1.5
VA Privacy and Information Security Awareness and Rules of Behavior Training y	VA 10176	Annually	1
VA Privacy and HIPAA Training	VA 10203	Annually	1

8.10.1. Contractors will set up a TMS account and choose the COR as their supervisor. Contractors must provide certificates of completion to the COR for trainings during each year of the contract. Training expires 365 days after the training is taken. This requirement is in addition to any other training that may be required of the contractor and subcontractor(s). The COR for the contract is responsible for ensuring the contractor has access to TMS to take training and to follow up with the annual requirements.

8.10.2. Training must be completed in VA's TMS system https://www.tms.va.gov/.

8.10.3. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

8.10.4. Failure to complete the mandatory training within the timeframe required, is grounds for removal from work on the contract until such time as the training is complete.

8.11. CONTRACT STAFF CONDUCT/COMPLAINTS HANDLING

8.11.1. Contract personnel are expected to treat all Veterans with dignity and respect and abide by the standards of conduct mirroring those prescribed by current federal personnel regulations. The contractor shall comply with the VA patient's Bill of Rights as set forth in 38 CFR 17.34a at: http://www.va.gov/health/rights/

8.11.2. The contractor shall comply with the principles listed in 38 CFR 17.707(b) to provide housing and supportive services in a manner that is free from religious discrimination.

8.11.3. The VA reserves the right to exclude contractor personnel from providing services to Veterans under this contract based on breaches of conduct, including conduct that jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include but are not limited to:

8.11.3.1. Intoxication or debilitation resulting from drug use

8.11.3.2. Theft

8.11.3.3. Patient abuse

8.11.3.4. Dereliction or negligence in performing directed tasks

8.11.3.5. Other conduct resulting in formal complaints by Veterans or other staff members to designated Government representatives

8.11.4. Patient complaints are to be reported to the VA HCHV Liaison within 24 hours of receipt without fear of retaliation to the Veteran reporting the complaint. The contractor and COR shall deal with issues raised concerning contractor personnel conduct.

8.11.4.1. If the issue cannot be resolved, the Contracting Officer shall be the final arbiter on questions of acceptability and in validating complaints.

8.11.5. The contractor shall develop grievance procedures for staff and residents, if not already in place at time of contract award. The contractor shall ensure staff and residents are familiar with the grievance process, as well as patient rights.

8.11.6. If an incident occurs, the contractor shall complete the VISN 2 HCHV Contract Residential Care Incident Report Form (located in section D) immediately and send to the COR within 24 hours.

8.11.7. Failure to comply with the conduct requirements as specified in the contract may result in unfavorable performance ratings and/or contract termination.

8.12. TRANSPORTATION: The contractor shall ensure that transportation is provided/available for Veterans. This can be provided through use of metro cards, cab type services or provided by the contractor. If public transportation is not readily available or appropriate for a Veteran, the contractor is responsible for arranging and paying for alternative means of transportation by vehicle at no additional cost to the Veterans or VA.

8.12.1. Examples of transportation required for Veterans:

8.12.1.1. Healthcare appointments

8.12.1.2. Employment/educational or housing referrals/opportunities

8.12.1.3. Recovery services

8.12.1.4. Department of Social services appointments

8.12.1.5. Recreational activities coordinated by the contractor

8.13. PATIENT INFORMATION: In performance of official duties, contractor's and/or subcontractor's key personnel have regular access to printed and electronic files containing sensitive data, which must be protected in accordance with the Privacy Act of 1974 (5 U.S.C. 552a), and other applicable laws, Federal Regulations, Veterans Affairs Acquisition Regulations and policies. Contractor's and/or subcontractor's key personnel 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.

8.14. **HIPAA**: This contract and its requirements (health care) 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. Health 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' (24VA10A7). 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 provided to VA referred Veterans are captured in the case management records.

8.15. STANDARD PERSONNEL TESTING: Contractor shall provide statement that all required infectious disease testing for personnel is current and that the contractor is compliant with all applicable laws to include OSHA regulations concerning occupational exposure to blood borne pathogens. The contractor shall also notify the VA of any significant communicable disease exposures and the VA will also notify the contractor of the same, as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 https://www.cdc.gov/hicpac/pdf/InfectControl98.pdf for disease control. If personnel

are absent from work secondary to infectious disease, then contractor shall provide follow up documentation of clearance prior to return to the workplace.

8.16. COVID-19/ Novel Viruses

8.16.1. Contractor employees who work in or travel to VHA locations must ensure compliance with the local parent VA policy related to infection control, including any special policies implemented in response to COVID-19 or other infectious viruses/ diseases. The contractor shall adhere to federal laws designed to protect contractor employee health information and personally identifiable information.

8.17. CONFLICT OF INTEREST: The contractor is responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The contractor shall also provide statements containing the same information for any identified consultants or sub-contractors who shall provide services. The contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

8.18. CITIZENSHIP RELATED REQUIREMENTS: 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;

8.18.1. 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 of their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

8.18.2. 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.

8.18.3. 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.

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

8.19.1. Therefore, all contractors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at www.hhs.gov/oig to ensure that the proposed contract staff and/or firm(s) are not listed. Contractors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the contract staff and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

8.20. NON-PERSONAL HEALTHCARE SERVICES: The parties agree that the contractor and all contractor's employee(s) shall not be considered VA employees for any purpose.

8.21. INDEMNIFICATION: The contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the contractor, its agents, or employees.

8.22. CONTRACT EMPLOYEES: The contractor shall be responsible for protecting the contractor furnishing services. To carry out this responsibility, the contractor shall provide or certify that the following is provided for all contract providers providing services under the resultant contract:

8.22.1. Workers' compensation

8.22.2. Professional liability insurance

8.22.3. Health examinations

8.22.4. Income tax withholding, and

8.22.5. Social security payments

8.23. 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.

8.24. TORT: The liability of VA is governed by the Federal Tort Claims Act (FTCA), which covers negligent or wrongful acts or omissions on the part of a VA employee acting within the scope of his or her employment.

8.24.1. The FTCA does not cover the acts or omissions of the contractor or its staff or subcontractors as they are not to be considered VA employees. If a claim is filed with VA under the FTCA and the claim pertains to care provided by a contractor or its staff or subcontractor, VA will notify the contractor.

8.25. QUALITY ASSURANCE SUREVEILLANCE PROGRAM (QASP): The contractor must provide the services required in the entire contract and meet or exceed acceptable quality levels outlined in this section. If any portion of the requirement is not met and/or the acceptable quality level in any of the elements in this section are not maintained, the contractor will be notified by the Contracting Officer for response outlining the contractor's proposed remedy.

8.25.1. Task: Emergency Housing Program and Management
Standard: Program provides a safe and sober environment for all residents.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection
Frequency: Quarterly

8.25.2. Task: Emergency Housing Program and Management
Standard: Program ensures the safety and privacy of Veterans with a clean and comfortable environment of care, including: a designated bed for each Veteran; safe and secure storage for belongings; laundry facilities.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection
Frequency: Quarterly

8.25.3. Task: Emergency Housing Program and Management
Standard: Program provides appetizing, nutritionally adequate meals three times per day and snacks between meals and at bedtime; all food is stored, handled and served in a safe and sanitary manner that meets accepted industry standards and guidelines.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection
Frequency: Quarterly

8.25.4. Task: Staffing and Supportive Services
Standard: Contractor provides a full-time administrative staff member on duty and on-site and available for emergencies 24 hours per day, 7 days per week.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection and review of contractor staffing records
Frequency: Quarterly

8.25.5. Task: Staffing and Supportive Services
Standard: Contractor provides a Director of the program and/or facility on call and available for emergencies 24 hours per day, 7 days per week.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection and review of contractor staffing records

Frequency: Quarterly

8.25.6. **Task**: Staffing and Supportive Services
Standard: Contractor provides a clinical supervisor available to make on-site visits, at minimum once per week and provide ongoing supervision of cases to case management personnel.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection and review of contractor staffing records
Frequency: Quarterly

8.25.7. **Task**: Staffing and Supportive Services
Standard: Contractor provides sufficient case management personnel to provide the necessary therapeutic interventions and activities, and to ensure meaningful integration of these efforts with those provided in a residential setting.
Acceptable Quality Level: 100%
Surveillance Method: Review of contractor staffing records and Veteran case management records.
Frequency: Quarterly

8.25.8. **Task**: Staffing and Supportive Services
Standard: Contractor must provide security staff and/or security surveillance and monitoring on-site 24 hours per day, 7 days per week, sufficient to ensure a safe and secure environment for all residents.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection and review of contractor staffing records
Frequency: Quarterly

8.25.9. **Task**: Staffing and Supportive Services
Standard: Contractor provides coordinated case management and Therapeutic and Rehabilitation to include psychosocial assessment and individual service planning; assisting Veterans with appointments, paperwork and linkages to needed resources and transportation to appointments.
Acceptable Quality Level: 100%
Surveillance Method: Inspection (auditing) of Veteran case management records
Frequency: Quarterly

8.25.10. **Task**: Staffing and Supportive Services
Standard: Contractor provides daily structured groups and activities to promote skills building and healthy lifestyle.
Acceptable Quality Level: 100%
Surveillance Method: VA team inspection and review of Veteran case management records
Frequency: Quarterly

8.25.11. **Task**: Housing Placement
Standard: Contractor will achieve the required rate of positive discharges (as defined in the Performance Work Statement) of Veterans admitted to the facility
Acceptable Quality Level: 55% (or more)
Surveillance Method: Inspection (auditing) of Veteran records
Frequency: Semi-annually

8.25.12. **Task**: Housing Placement
Standard: Contractor will not exceed the maximum rate of administrative discharges (as defined in the PWS) of Veterans admitted to the facility
Acceptable Quality Level: 15% (or less)
Surveillance Method: Inspection (auditing) of Veteran records
Frequency: Semi-annually

8.25.13. **Task**: Housing Placement
Standard: Contractor will not exceed the maximum rate of negative discharges (as defined in the PWS) of Veterans admitted to the facility
Acceptable Quality Level: 20% (or less)
Surveillance Method: Inspection (auditing) of Veteran records
Frequency: Semi-annually

8.25.14. **Task**: Housing Placement
Standard: Contractor will not have any unacceptable discharges (as defined in the PWS) of Veterans admitted to the facility
Acceptable Quality Level: Zero instances during the rating period
Surveillance Method: Inspection (auditing) of Veteran records
Frequency: Semi-annually

8.25.15. **Task**: Records and Reports
Standard: Contractor provides daily sign-in sheets signed by Veterans to verify services and invoicing
Acceptable Quality Level: 100%
Surveillance Method: Inspection (auditing) of contractor and Veteran records
Frequency: As described in the PWS

8.25.16. **Task**: Records and Reports
Standard: Contractor maintains individual client records to include: initial psychosocial assessment; individual service plan; progress notes for each client contact; documentation of Veteran participation in daily group activities; updates individual service plans; discharge summaries
Acceptable Quality Level: 100%
Surveillance Method: Inspection (auditing) of Veteran records
Frequency: Quarterly

8.25.17. **Task**: Records and Reports
Standard: Contractor makes timely entries of data into HMIS.
Acceptable Quality Level: 98%
Surveillance Method: Inspection (auditing) of contractor records and files.
Frequency: Quarterly

8.25.18. **Task**: Records and Reports
Standard: Maintain an active medication list for each Veteran
Acceptable Quality Level: 98%
Surveillance Method: Inspection (auditing) of contractor records and files.
Frequency: Quarterly

8.26. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

8.26.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed the Simplified Acquisition Threshold, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

8.26.2. Each contractor whose contract award is estimated to exceed the Simplified Acquisition Threshold requires a CPARS evaluation. A government Focal Point will register your contract within 30 days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.

8.26.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have 60 days to submit any comments and re-assign the report to the CO.

8.26.4. Failure for the contractor's representative to respond to the evaluation within those 60 days will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond. The contractor's representative will be "locked out" of the evaluation and may no longer send comments.

9. GOVERNMENT RESPONSIBILITIES

9.1. INSPECTION OF FACILITY AND PROGRAM

9.1.1. A multidisciplinary VA team consisting of a social worker, dietitian, registered nurse, a representative of the VA Police, and a Facilities Management Safety Officer, and other subject matter experts as determined necessary by the VA shall conduct an annual survey of the space to ensure the program provides quality care in a safe environment (including the provision of food, shelter and therapeutic services). Inspections may also be carried out by other entities at such other times as deemed necessary by the Department of Veterans Affairs. Said inspections may be announced or unannounced. The VA reserves the right to reinspect any part of the program or facility at any time.

9.1.2. The contractor will be advised of the findings. If deficiencies are noted during any inspection, the contractor will be given a reasonable time (30 days or less; unless there is a life safety finding which must be addressed immediately) to take corrective action and to notify the VA HCHV CR Liaison that the corrections have been made. Failure by the contractor to take corrective action within a reasonable time will be reported to the VA Contracting Officer by the VA HCHV Residential Care Liaison. If corrections are not made to the satisfaction of the VA, the Contracting Officer will consult with the appropriate officials so that suitable arrangements can be made (such as discharge or transfer patients and/or terminate the existing contract).

9.1.3. The inspection of the contractor's facility will include inspection for conformity to the current Life Safety Code and will also include:

9.1.3.1. General observation of residents to determine if they maintain an acceptable level of personal hygiene and grooming.

9.1.3.2. Assessment of whether the space meets applicable fire, safety and sanitation standards (including NFPA 101 requirements), and follow CDC guidance for shelter congregate setting infection control.

9.1.3.3. Determining whether the program is conducive to social interaction and the fullest development of the resident's rehabilitative potential.

9.1.3.4. Observation of facility operations to see if appropriate organized activity programs are available during waking hours (including evenings) and degree that activity is observed in the facility, such as supportive case management, physical activities, assistance with health and personal hygiene.

9.1.3.5. Seeking evidence of facility-community interaction, demonstrated by the nature of scheduled activities or by information about resident flow out of the facility (e.g., community activities, volunteers, local consumer services, etc.).

9.1.3.6. Observation of staff behavior and interaction with residents to determine if they convey an attitude of genuine concern and caring.

9.1.3.7. Inspecting the types of meals and other nutrition provided to residents to see if appetizing, nutritionally adequate meals are provided in a setting, which encourages social interaction and if nutritious snacks between meals and bedtime are available for those requiring or desiring additional food, when it is not medical contraindicated.

9.1.3.8. Making a spot check of Veterans' records to ensure accuracy with respect to Veterans' length of stay and services provided to the Veterans.

9.1.4. VA reserves the right to re-inspect any facility and associated services at any time under the terms of this contract.

9.2. CONTRACTING OFFICER (CO)

9.2.1. 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.

9.2.2. The CO shall resolve complaints concerning contractor's 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.

9.2.3. In the event that contracted services do not meet quality and/or safety expectations as determined by the CO, 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.

9.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

9.3.1. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor or contractor's personnel noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.

9.3.2. The COR will be responsible for monitoring the contractor staff performance to ensure all specifications and requirements are fulfilled.

9.3.3. 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 CO. The CO reserves the right to take other appropriate contract action (refer to 52.212-4 Contract Terms and Conditions – Commercial Items).

9.3.4. 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.

9.3.5. All contract administration functions will be retained by the VA.

9.4. **CONTRACT ADMINISTRATION**: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to:

Contracting Officer (CO):
Danelle Wassink
Network Contracting Office (NCO)2
607-664-6337
Danelle.Wassink@va.gov

Contracting Officer's Representative (COR):
Scott Sussman
VA New Jersey Health Care System
Scott.Sussman@va.gov
908-647-0180 x214425

10. SPECIAL CONTRACT REQUIREMENTS

10.1. BILLING

10.1.1. BED DAY OF CARE (BDOC): Term used to define what the VA will pay for the eligible Veteran's stay and supportive services for each day the Veteran resides at the facility and receives services. Unless specifically excluded in this contract, the BDOC rate established will include all services listed in this document and will also include the services or supplies normally provided to other clients by the facility without extra charge. It is the contractor's responsibility to have appropriate systems of verification of services in place to justify invoices and payments.

10.1.2. The VA can only pay for eligible Veterans (i.e., Veterans VA refers to the contractor or Veterans VA authorizes for the provision of services) as determined by the local VA HCHV Program. No funding or financial support will be provided for spouses/partners, minors, or other dependent family members the Veteran identifies as part of his/her family.

10.1.3. Contractors may not bill the VA and the VA will not pay for BDOC that are used by more than one person at a time. For example, it is not permissible to bill the VA for a bed that was used by an eligible Veteran at night but then given to someone else to sleep in during the day while the eligible Veteran was attending appointments outside of the facility. Contractor may only bill the VA for BDOC for authorized Veterans who are actively residing at the facility. There will be no additional payments to contractor for beds that are unoccupied.

10.2. INVOICE INSTRUCTIONS

10.2.1. All invoices will be submitted monthly in arrears, and not to exceed beyond the tenth business day of the billable month.

10.2.2. A draft invoice and all supporting BDOC rosters will be submitted to the COR for verification and validation within the fifth day of the current billable month via secure method. Once verified and validated by the COR, the agency will submit invoice electronically for certification of payment.

10.2.3. The following information is required to be annotated within the agencies invoice:

10.2.3.1. Contractor Name

10.2.3.2. Billing Address

10.2.3.3. Point of Contact for Invoice

10.2.3.4. Date of Invoice

10.2.3.5. Contract Number

10.2.3.6. Purchase Order Number for the period of performance (POP)

10.2.3.7. Dates of performance

10.2.3.8. Total number of BDOC for the current POP

10.2.3.9. Applicable line item associated with the current BDOC for that POP

10.2.3.10. Unit of Issue

10.2.3.11. Total Billed

10.3. **VENDOR ELECTRONIC INVOICE SUBMISSION METHOD:** Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

10.3.1. **VENDOR ELECTRONIC INVOICE SUBMISSION METHODS**: Invoices will be electronically submitted to the Tungsten website at https://www.tungsten-network.com/us/support/ Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Taxpayer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review “How to Create an Invoice” within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact Tungsten Support or the Department of Veterans Affairs Financial Service Center at 1-877-353-9791 or vafscched@va.gov.

10.4. **PAYMENTS IN FULL/NO BILLING VA BENEFICIARIES:** 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.

10.4.1. 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.

10.4.2. 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.

10.5. **MARKETING:** Contractor shall not advertise or use any marketing material, logos, trade names, service marks, or other material belonging to VA without consent.

10.6. **CONTRACTOR SECURITY REQUIREMENTS (VA Handbook 6500.6)**: The C&A requirements do not apply, and a Security Accreditation Package is not required.

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

10.7.1. 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.

10.7.1.1. Access to VA Information and VA Information Systems

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

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

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

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

e. The Contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA

information is reassigned or leaves the Contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the Contractor or subcontractor prior to an unfriendly termination.

10.7.2. VA Information Custodial Language

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

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

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

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

e. The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an

operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

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

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

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

10.7.3. Information System Design and Development

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C,

information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The Contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

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

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

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

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

g. The Contractor/subcontractor agrees to:

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

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

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

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded

without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 3 days.

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

operations or maintenance of the Systems, they shall apply the Security Fixes within 2 days.

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

10.7.4. Information System Hosting, Operation, Maintenance, or Use

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

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

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

d. The Contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The Contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must

be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with Contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

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

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

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

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

(1) Vendor must accept the system without the drive;

(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

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

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

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

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

10.7.5. SECURITY INCIDENT INVESTIGATION

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

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

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

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

10.7.6. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forgo collection of liquidated damages in the event the Contractor provides payment of actual damages in an amount determined to be adequate by the agency.

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

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

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data considering the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

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

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

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

unannounced assessments) as determined by VA in the event of a security incident or at any other time.

10.7.8. TRAINING

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

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA information security training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional information security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until the training and documents are complete.

11. RECORDS MANAGEMENT

11.1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

11.2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

11.3. In accordance with 36 CFR 1222.32, contractor shall maintain and manage all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

11.4. The Department of Veterans Affairs (VA) and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor must report to VA. The agency must report promptly to NARA in accordance with 36 CFR 1230.

11.5. The contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VA control or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

11.6. The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by Government and VA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

11.7. The contractor shall not create or maintain any records containing any non-public VA information that is not specifically tied to or authorized by the contract.

11.8. The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

11.9. VA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11.10. FLOW DOWN OF REQUIREMENTS TO SUBCONTRACTORS

11.10.1. The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

11.10.2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

12. MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at https://www.vaoig.gov/hotline/online-forms 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 C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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 52.216-18 ORDERING (AUG 2020)

(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 start date of the contract through the contract expiration date.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 Bed Day of Care. 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 $2,200,000.00;

(2) Any order for a combination of items in excess of $2,200,000.00; or

(3) A series of orders from the same ordering office within 365 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 three 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.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract expiration date. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; 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.

(End of Clause)

C.7 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

C.8 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 of any year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of any year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency

information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is

to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2022
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	SEP 2021
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES	MAY 2024
52.224-3	PRIVACY TRAINING	JAN 2017
52.224-3	PRIVACY TRAINING ALTERNATE I (JAN 2017)	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS	FEB 2023
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.237-72	CRIME CONTROL ACT- REPORTING OF CHILD ABUSE	OCT 2019
852.237-75	KEY PERSONNEL	OCT 2019
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.271-72	TIME SPENT BY COUNSELEE IN COUNSELING PROCESS	NOV 2021
852.271-73	USE AND PUBLICATION OF COUNSELING RESULTS	NOV 2021
852.271-74	INSPECTION OF INSTRUCTION, COUNSELING OR TESTING OPERATIONS	NOV 2021

(End of Clause)

C.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VA Acquisition Regulation (VAAR) and 48 CFR Chapter 8 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.12 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

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

* Amounts are listed below:

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

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

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for healthcare services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lowertier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

$1,000,000.00 per occurrence, $3,000,000.00 aggregate

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT DESCRIPTION: Contract Emergency Residential HCHV Services

CONTRACT NUMBER: <TBD>

CONTRACTORS NAME: <TBD>

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

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

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

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

2. GOVERNMENT ROLES AND RESPONSIBILITIES
The following personnel shall oversee and coordinate surveillance activities.

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

Assigned CO:
Danelle Wassink
Department of Veterans Affairs
VHA RPO-East/NCO 2
Ph: 607-664-6337
Email: Danelle.Wassink@va.gov

Organization or Agency: Department of Veterans Affairs

b. 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:
Scott Sussman
Department of Veterans Affairs
VA New Jersey Health Care System
151 Knollcroft Road
Lyons, NJ 07939-5001
Ph: 908-647-0180 Ext. 4425
Email: Scott.Sussman@va.gov

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

Program Manager: _____

Telephone Number:_____

Email: _____

4. PERFORMANCE STANDARDS
The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. 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 are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. 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.

a. DIRECT OBSERVATION: 100% surveillance

b. PERIODIC INSPECTION/RANDOM SAMPLING: There will be periodic random inspections/audits of these tasks. An example would be unscheduled visits to the residence.

c. RANDOM SAMPLING: Random sampling shall be done on a quarterly basis or more frequently as necessary if problems should be discovered. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.

6. PERFORMANCE MEASURES AND SAMPLE QASP PREFORMANCE REPORT

Measures	PWS Ref.	Standard	Acceptable Quality Level	Surveillance Method & Frequency	Met AQL/ Did Not Meet AQL- Add Comments
1 – Emergency Housing Program and Management	8.25.1	Program provides a safe and sober environment for all residents.	100%	Periodic inspection; Quarterly	
2 - Emergency Housing Program and Management	8.25.2	Program ensures the safety and privacy of Veterans with a clean and comfortable environment of care, including: a designated bed for each Veteran; safe and secure storage for belongings; laundry facilities.	100%	Periodic inspection; Quarterly	
3 - Emergency Housing Program and Management	8.25.3	Program provides appetizing, nutritionally adequate meals three times per day and snacks between meals and at bedtime; all food is stored, handled and served in a safe and sanitary manner that meets accepted industry standards and guidelines.	100%	Periodic inspection; Quarterly	
4 - Staffing and Supportive Services	8.25.4.	Contractor provides a full-time administrative staff member on duty and on-site available for emergencies 24 hours per day, 7 days per week.	100%	Random sampling of contractor staffing records; Quarterly	
5 - Staffing and Supportive Services	8.25.5	Contractor provides a Director of the program and/or facility on call and available for emergencies 24 hours per day, 7 days per week.	100%	Random sampling of contractor staffing records; Quarterly	

Measures	PWS Ref.	Standard	Acceptable Quality Level	Surveillance Method & Frequency	Met AQL/ Did Not Meet AQL- Add Comments
6 - Staffing and Supportive Services	8.25.6	Contractor provides a clinical supervisor available to make on-site visits, at minimum once per week and provide ongoing supervision of cases to case management personnel.	100%	Random sampling of contractor staffing records; Quarterly	
7 - Staffing and Supportive Services	8.25.7	Contractor provides sufficient case management personnel to provide the necessary therapeutic interventions and activities, and to ensure meaningful integration of these efforts with those provided in a residential setting.	100%	Random sampling of contractor staffing records and Veteran can management records; Quarterly	
8 – Staffing and Supportive Services	8.25.8	Contractor must provide security staff and/or security surveillance and monitoring on-site 24 hours per day, 7 days per week, sufficient to ensure a safe and secure environment for all residents.	100%	VA team inspection and review of contractor staffing records; Quarterly	
9 – Staffing and Supportive Services	8.25.9	Contractor provides coordinated case management and Therapeutic and Rehabilitation to include psychosocial assessment and individual service planning; assisting Veterans with appointments, paperwork and linkages to needed resources and transportation to appointments.	100%	Random sampling of Veteran case management records; Quarterly	
10 – Staffing and Supportive Services	8.25.10	Contractor provides daily structured groups and activities to promote skills building and healthy lifestyle.	100%	Random sampling of Veteran case management records and VA team inspection; Quarterly	

Measures	PWS Ref.	Standard	Acceptable Quality Level	Surveillance Method & Frequency	Met AQL/ Did Not Meet AQL- Add Comments
11 - Housing Placement	8.25.11	Contractor will achieve the required rate of positive discharges (as defined in the Performance Work Statement) of Veterans admitted to the facility	55% (or more)	Random sampling/ auditing of Veteran records; Semi-annually	
12 - Housing Placement	8.25.12	Contractor will not exceed the maximum rate of administrative discharges (as defined in the PWS) of Veterans admitted to the facility	15% (or less)	Random sampling/ auditing of Veteran records; Semi-annually	
13 – Housing Placement	8.25.13	Contractor will not exceed the maximum rate of negative discharges (as defined in the PWS) of Veterans admitted to the facility	20% (or less)	Random sampling/ auditing of Veteran records; Semi-annually	
14 - Housing Placement	8.25.14	Contractor will not have any unacceptable discharges (as defined in the PWS) of Veterans admitted to the facility	Zero Instances during the rating period	Random sampling/ auditing of Veteran records; Semi-annually	
15 - Records and Reports	8.25.15	Contractor provides daily sign-in sheets signed by Veterans to verify services and invoicing	100%	Random sampling of contractor and Veteran records; Quarterly	
16 - Records and Reports	8.25.16	Contractor maintains individual client records to include: initial psychosocial assessment; individual service plan; progress notes for each client contact; documentation of Veteran participation in daily group activities; updates individual service plans; discharge summaries	100%	Random sampling/ auditing of Veteran records; Quarterly.	

Measures	PWS Ref.	Standard	Acceptable Quality Level	Surveillance Method & Frequency	Met AQL/ Did Not Meet AQL- Add Comments
17 - Records and Reports	8.25.17	Contractor makes timely entries of data into HMIS.	98%	Random sampling of contractor records and files; Quarterly	
18 - Records and Reports	8.25.18	Maintain an active medication list for each Veteran	98%	Random sampling of contractor records and files; Quarterly	

7. RATINGS

The contractor is expected to meet the acceptable quality level at all times and will receive full annual inspections of facilities and services at the 100% level. The contractor will be rated on a scale of as follows:

EXCEPTIONAL	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. *Note: To justify an **Exceptional** rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.*
VERY GOOD	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. *Note: To justify a **Very Good** rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.*
SATISFACTORY	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. *Note: To justify a **Satisfactory** rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.*

MARGINAL	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. *Note: To justify **Marginal** performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the method used to notify the contractor of the contractual deficiency.*
UNSATISFACTORY	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. *Note: To justify an **Unsatisfactory** rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the methods used to notify the contractor of the contractual deficiency.*

8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using Contractor Performance Assessment Reporting System (CPARS).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

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

CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER	2. REPORT NUMBER	
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*	
5. DATES		
a. CR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE
6. Issue Identified *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*		
7. SIGNATURE OF COR	Date:	
8. SIGNATURE OF CONTRACTING OFFICER	Date:	
9a. TO *(Contracting Officer)*	9a. FROM *(Contractor)*	
10. CONTRACTOR RESPONSE AS TO CAUSE AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:	
12. GOVERNMENT EVALUATION.		
13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*		

14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

_____ _____

Signature – COR Date

_____ _____

Signature – Contractor Program Manager Date

See attached documents:

D.2 CERTIFICATION- IMMIGRATION AND NATIONALITY ACT

D.3 PAST PERFORMANCE REFERENCES

D.4 WAGE DETERMINATIONS

D.5 REFERRAL FORM

D.6 VHA DIRECTIVE 1162.04 AMENDED- HEALTH CARE FOR HOMELESS VETERANS CONTRACT RESIDENTIAL SERVICES PROGRAM

D.7 INSPECTION PACKET

D.8 REQUEST FOR EXTENSION OF PER DIEM

D.9 MEDICATION REVIEW FORM

D.10 INCIDENT REPORT

D.11 KEY PERSONNEL

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (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 **180** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services 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 product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

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

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product 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.

ADDENDUM TO FAR 52.212-1 INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS

Period for acceptance of offers – The Offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers. 52.212-1(c) is tailored to account the change to 180 days.

INSTRUCTIONS FOR SUBMISSION OF QUOTE:

1. GENERAL INSTRUCTIONS:

a. The Offer. The submission of the documentation will constitute the Offeror's acceptance of the terms and conditions of the RFQ and concurrence with the PWS.

b. It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical capability statements and pricing in their initial quote submission.

c. Instructions outlined in this solicitation prescribe the format for quotes and describe the approach for the development and presentation of offeror's data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of quotes.

d. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful quotes. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful offers.

e. If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussion.

2. QUOTATION DELIVERY:

Late submissions, modifications and withdrawals will be handled as described in 52.212-1 "Instructions to Offerors – Commercial Items." Faxed offers will not be accepted. Offerors are cautioned to review these instructions carefully. Offeror is responsible to ensure their quotation submission is complete.

To be considered for award, the Offeror must fill out all applicable areas of the solicitation and submit a complete quotation package, ensuring all requirements outlined herein have been satisfied. The quotation must provide sufficient information to demonstrate the Offeror's capabilities to satisfactorily perform the work detailed in the Performance Work Statement. The VA will not pay any costs incurred in preparation and submission of quotations. All offers are subject to terms and conditions of this document.

Quotations are to be submitted electronically via e-mail in Portable Document Format (PDF) to the Contracting Officer, Danelle Wassink at Danelle.Wassink@va.gov , as outlined below in *QUOTATION SUBMISSION INSTRUCTIONS,* below. If file size necessitates breaking a part into more than one file, please append File X of X to the end of the file name. ***Note that there is a 10 MB file size limit per e-mail message.*** If multiple messages are required, please send a summary message to the above email address stating how many messages there should be in total.

QUOTATION SUBMISSION INSTRUCTIONS:

Quotations are to be submitted in four parts, as described below.

Part I – Technical Capability (Factor 1) (1 copy)

Subfactor A: Facility

a. Inspection: In accordance with VHA Directive 1162.04, initial inspections of all Health Care for Homeless Veterans (HCHV) contract emergency residential services program sites must be conducted before the site is approved by the HCHV National Program Office. All items on the HCHV inspection packet (attachment D.7) will be evaluated.
b. Provide a detailed description of the facility(ies); include the county where the facility is located. Provide in the proposal proof of ownership or proposed lease with landlord. This element of the subfactor will be evaluated to ensure property availability.
c. Provide a floor plan reflecting the layout of the facility and describe compliance with Americans with Disabilities Act requirements. Include room dimensions; at minimum, identify the following areas:
    i. Entrances and Exits
    ii. Kitchen
    iii. Dining Area
    iv. Common Areas
    v. Laundry
    vi. Bedrooms (indicate if they are for men or women)
    vii. Bathrooms (indicate if they are for men or women)
    viii. Isolation/Quarantine Room
    ix. Location of computers for Veteran use
    x. Location of security and/or cameras, etc.
    xi. Office space for VA liaison
    xii. Office space for Veterans to meet in private with his/her case manager.
d. Explain how you will provide safety and privacy for all Veterans.
e. Describe how your organization will provide emergency beds for Veterans, including the structure of each bedroom/floor (i.e., shared bedrooms/number of residents in each room, bathrooms, community/laundry rooms, ADA compliance, policy for transgender Veterans, respite/safe room, division between programs and males/females). Discuss how many beds you can offer (PWS Section 7).
f. Offerors shall provide the following documents with their offer: License, permits, certifications, insurance, and accreditation required by NJ law. These documents will be reviewed as part of the Government's responsibility assessment for the prospective contractor.
g. Describe your meal plan for Veteran (PWS Section 7.1.2).

Subfactor B: Experience

a. Describe your specific experience with working with individuals who are Veterans, homeless, have a history of mental health conditions, substance abuse and/or medical issues.

   General statements claiming experience working with the homeless that does not include specific references to prior contract work/experience, or that does not include the information required below, are not acceptable. For each contract/experience, the narrative must clearly contain all of the following information:
   a. the legal name of entity with whom the offeror held the contract;
   b. the contract number;
   c. a description of the program the offeror performed under that contract;
   d. the dates during which the offeror performed the contract/work;
   e. the size of the service/program (at minimum, estimated annual number of individuals/bed days of care per year and estimated annual total value);
   f. the name, phone number, and email address of a person at the entity with whom the offeror held the contract who can verify the information the offeror provides in the narrative description for this factor.

Subfactor C: Key Personnel/ Staffing

a. Explain how you will staff the facility/program 24/7.
b. Provide a detailed explanation of your contingency plan for staff vacancies and/or extended staff absences (that exceed one week).
c. Provide a list of the Key Personnel (utilizing attachment D.11) who will be working under the contract. List their position/title, hours, professional background (i.e. résumé), etc. If these are new positions for your organization, provide a detailed explanation of how you will recruit and hire qualified candidates to begin work within 30 calendar days of contract award.
d. Describe any reoccurring credentialing/trainings that staff members receive (i.e. CPR, suicide prevention). (PWS Section 8.8.5).

Subfactor D: Therapeutic and Rehabilitative Services

a. Provide a proposed schedule of the group activities and/or therapeutic programs that will be offered to Veterans as listed at 7.1.4 of the PWS. Provide a brief description of each program/activity.
b. Explain how you will engage Veterans and encourage their participation in these programs/services.
c. Describe your organization's case management practices and methodology, including approaches to permanent housing, financial planning, recovery, employment, etc. (PWS Section 7.1.5).
d. Describe plan for providing transportation to each Veteran to meet treatment plan goals (PWS Section 8.12).
e. Describe plan for maintaining clinical documentation as well as medication management for each Veteran (PWS Section 8.3).

Part II - Past Performance, (Factor 2) (1 copy)

Offeror must demonstrate experience providing emergency residential and case management services by providing three (3) references for whom contracts of similar scope, size, and complexity are either ongoing, or were completed within the past three years. Use Attachment D.3. Include the following information:

Company name and address
Name, telephone number, and e-mail address of Company POC
Dates of contract performance, aggregate award amount, and Contract number

Past performance information shall be recent (performance within the last three years) and relevant to this scope of work. The offerors ratees shall complete and email the attached Past Performance form directly to Danelle.Wassink@va.gov by the solicitation deadline. The Government reserves the right to seek past performance information from any sources not included in your past performance references and available to the Government to include, but not limited to, CPARS or other databases, interviews with Program Managers, customers, and Contracting Officers.

Part III – SDVOSB/VOSB Status (Factor 3) & Miscellaneous - (1 copy each) –

VAAR 852.215-70 SERVICE-DISABLED VETERAN OWNED AND VETERAN OWNED SMALL BUSINESS (SDVOSB/VOSB) STATUS:

(1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70 (Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors). Offerors are cautioned that they must be certified in the Small Business Administration (SBA) Small Business Search.

(2) For Non SDVOSB/VOSB Offerors Proposing to Subcontract to SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB subcontractors must be certified in the Small Business Administration (SBA) Small Business Search in order to receive some consideration under the Veterans Involvement Factor.

(3) With regard to the requirements for certified in the Small Business Administration (SBA) Small Business Search reference VAAR 804.1103-70.

Offeror shall select one item below and provide the required information listed above: (All replies that are not completed will be scored as if N/A were selected):

____ SDVOSB (registered and verified in SBA Small Business Database)

____ VOSB (registered and verified in SBA Small Business Database)

____ Non-Veteran proposing to subcontract with SDVOSB or VOSB (certified in SBA Small Business Database)

____ N/A

The quoter must also submit in Part II for Factor 3:

a) Completed Attachment D.1, Quality Assurance Surveillance Plan (QASP)
b) Completed Attachment D.2, Certification- Immigration and Nationality Act
c) Completed Attachment D.11, Key Personnel.
d) Contractor certification that the OIG List of Excluded Individuals/Entities has been reviewed and that the Key Personnel of the contractor, the contractor and/or firm is not listed as of the date the offer/bid was signed.
e) Small Business Subcontracting Plan (large business offerors only).
f) If no subcontracting possibilities exist or are not feasible for this requirement, the offeror shall submit a written statement on company letterhead certifying that no subcontracting possibilities are available. The statement shall be signed by an authorized representative of the offeror (large business offerors only)
g) Copies of required insurance certificates.
h) If subcontractors are to be used, the contractor must obtain a similar certification to Attachment D.2, Certification- Immigration and Nationality Act from its subcontractors. The certification shall be made as part of the offeror's response to the RFQ using the subject attachment in Section D of the solicitation document.

Part IV - Pricing (Factor 4) (1 copy)

(a) Complete blocks 17a and b, and 30a through c of the RFQ, page 1, Standard Form (SF) 1449. In doing so, the Offeror accedes to the contract terms and conditions as written in the solicitation in its entirety.

(b) Complete Section B.1 CONTRACT ADMINISTRATION DATA

(c) Complete B.1 #13 ACKNOWLEDGEMENT OF AMENDMENTS (if applicable) and return any solicitation amendments signed by the same official authorized to sign the SF 1449.

(d) Completed B.2 PRICE SCHEDULE AND SERVICES - Insert proposed unit prices for each line-item number (LIN) in the Price Schedule in Section B.2, including all option periods; no other version of a pricing schedule will be accepted. The pricing shall be an all-inclusive unit cost for each line-item number, along with a total estimated cost. This is to be computed by multiplying the estimated quantity by the proposed price for each LIN. All quotations must be submitted using the format contained in the solicitation. The quote must be submitted for the base year and all four (4) one-year options. Do not leave any line item prices blank, partial pricing is not acceptable. Quotes that do not include pricing for all line items in all performance periods will be considered incomplete and removed from any further consideration.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office (NCO) 2
Bath VA Medical Center
76 Veterans Avenue
Bath NY 14810-0810

Mailing Address:

Department of Veterans Affairs
Network Contracting Office (NCO) 2
Bath VA Medical Center
76 Veterans Avenue
Bath NY 14810-0810

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

(End of Provision)

E.4 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):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

(End of Provision)

E.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any VA Acquisition Regulation (VAAR) and 48 CFR Chapter 8 provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

(End of Addendum to 52.212-1)

E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Basis for Award. The Government will award a contract to the responsible offeror whose quotation, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The offeror's quote will be evaluated in accordance with the requirements of Federal Acquisition Regulation (FAR) Part 12. When the quote evaluation is complete, the Contracting Officer will make an award to the offeror whose quote conforms to the solicitation, is determined fair and reasonable, and has been determined to be the most advantageous to the Government.

(b)The following factors shall be used to evaluate quotations:

Technical Capability
Past Performance
SDVOSB/VOSB Status
Price

All non-price evaluation factors are listed in descending order of importance and when combined, are more important than price.

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

For purposes of award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be those rates in effect under the contract each time an option is exercised under this clause. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8

(d) 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.

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(e) *Evaluation Approach*. The Government will evaluate quotations using the comparative evaluation process, where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate quotations.

The comparative analysis evaluation process will be accomplished as follows:

Upon receipt, quotes will be reviewed for completeness and compliance with RFQ instructions. Determination of complete and accurate quotes that are eligible for award will be achieved through a process of evaluating each quote against the quote submission instructions for each evaluation factor prior to further consideration.

While the Government will strive for maximum objectivity, the technical (non-price) evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the evaluation process.

The evaluation will consider the following:

(1) *Technical Capability*:

Subfactor A: Facility- Under Subfactor A, the Government will assess the extent to which the quoter's Facility Narrative addresses each of the requirements below:

a. Inspection: In accordance with VHA Directive 1162.04, initial inspections of all Health Care for Homeless Veterans (HCHV) contract emergency residential services program sites must be conducted before the site is approved by the HCHV National Program Office. All items on the HCHV inspection packet (attachment D.7) will be evaluated.
b. Facility demonstrated property availability.
c. Facility Narrative demonstrated how the quoter will provide safety and privacy for all Veterans.
d. Facility Narrative addressed the requirements in PWS Section 7, describing the provision of emergency beds for Veterans, the structure of each bedroom/floor, total number of beds, safety features and accessibility.
e. Facility Narrative included a meal plan(s) for Veteran meeting the requirements described in PWS Section 7.1.2.
f. Facility demonstrated responsibility through licensure, permits, certifications, insurance, and accreditations required under New Jersey law.

Subfactor B: Experience: Under Subfactor B, the Government will assess the extent to which the quoter's Experience narrative addresses each of the requirements below:

The VA will evaluate an Offeror's Experience by assessing the Offeror's narrative response detailing their experience providing emergency residential and case management services submitted in accordance with the solicitation's Instructions to Offerors.

Subfactor C: Key Personnel/ Staffing

The VA will evaluate an Offeror's Key Personnel/Staffing by assessing the Offeror's narrative response detailing its staffing plan and contingency staffing plans. Qualifications of Key Personnel, including, but not limited to professional backgrounds, credentialing, training, certifications, and educational experience will be evaluated to what extent the offeror's solution meets the requirements of PWS Section 8.8.5. Licensed professionals and staff with higher degrees or certifications related to social work, nursing/medicine, or public safety may provide additional benefit to the Government.

Subfactor D: Therapeutic and Rehabilitative Services

The VA will evaluate an Offeror's Therapeutic and Rehabilitative Services by assessing the Offeror's proposed schedule and description of group activities and/or therapeutic programs. Activities facilitated by licensed professionals, activities involving trauma-informed care or any other therapeutic activities which align with principles and initiatives emphasized by the VA Health Care System may be deemed to provide additional benefit to the Government.

The VA will evaluate the offeror's narrative of engagement strategies, which may consider the philosophy of engagement (such as punitive or awards-based systems, voluntary systems) and to what extent it aligns with the philosophy of VA.

Case management practices and methodology (i.e. approaches to permanent housing, financial planning, recovery, employment) will be evaluated to what extent the offeror's solution fulfills PWS Section 7.1.5. and may enhance outcomes.

The VA will evaluate the extent the offeror's narrative description of their transportation plan meets requirements in accordance with PWS Section 8.12, which may consider the ease of access, availability of transportation, and any potential safety concerns regarding transportation services.

Finally, under this subfactor, VA will evaluate the extent to which the offeror meets clinical documentation and medical management plans in accordance with PWS Section 8.3, which may consider the extent the offeror's narrative aligns with internal VA clinical documentation expectations and medical management standards, to include but not limited to, safety plans for controlled substances, timeliness and standardization.

(2) *Past Performance*:

The Government will evaluate the recency, relevancy, and quality of past performance to determine the level of confidence in the Offeror's ability to successfully perform the requirement. The Government reserves the right to obtain past performance information from any available source, including contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies; Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis. Offerors without relevant past performance will receive a neutral confidence rating. A neutral rating is neither favorable nor unfavorable.

(3)SDVOSB/VOSB Status

The Government will evaluate the offeror's status as a Service-Disabled Veteran-Owned Small Business (SDVOSB) or Veteran-Owned Small Business (VOSB), as certified by the Small Business Administration (SBA). Additionally, the Government will assess any non-SDVOSB/VOSB offeror's commitment to subcontract with SBA certified SDVOSBs or VOSBs. Information evaluated under this subfactor will be evaluated to determine to what extent an award to the offeror aligns with the Government's small business socio-economic goals.

(4) Price:

The Government will evaluate the price by adding the total of all line-item prices, The Total Evaluated Price will be that sum. The Offeror shall submit pricing in accordance with the Price Schedule provided within the RFQ document. Price will be evaluated for reasonableness.

(End of Provision)