



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESEARCH SUPPORT AGREEMENT WITH THE UNIVERSITY OF PENNSYLVANIA,
AUTHORITY TO ENTER INTO FUTURE RESEARCH SUPPORT AGREEMENTS,
AND APPROVE APPROPRIATION ADJUSTMENT
(ALL DISTRICTS AFFECTED) (4 VOTES)**

SUBJECT

This letter requests delegated authority for the Chief Executive Officer (CEO) or his designee to enter into a Subaward Agreement, and execute amendments and other documents as needed, with The Trustees of the University of Pennsylvania (University) for Phase I of the two-part study, "Examining Service Use and Outcomes for Veterans and Non-Veterans After Release from Jail in Three Cities: Los Angeles, Tampa and Philadelphia" (Study). It also requests delegated authority for the CEO or his designee to negotiate and enter into various research agreements, accepting funds up to a total of \$200,000, to utilize the services of the Chief Executive Office's Research and Evaluation Services (RES) unit and data from the County's Enterprise Linkages Project (ELP) data warehouse. Lastly, this letter requests approval of an appropriation adjustment to execute the University agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the CEO or his designee to enter into a Subaward Agreement with the University, substantially similar to Attachment I, for Phase I of the Study: Research Support for the National Center on

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 March 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Homelessness Among Veterans. The RES unit will receive a maximum of \$30,000 to provide professional services to the University's School of Social Policy and Practice researchers for an evaluation of service use among a cohort of individuals released from Los Angeles County jails between 2006 and 2008 for the United States Department of Veterans Affairs (VA). The term of this agreement will begin following Board and University approval through April 29, 2012. We will return to your Board for approval to enter into an agreement for Phase II.

2. Delegate authority to the CEO or his designee to negotiate and execute amendments and other documents as may be needed for the implementation of the University agreement.
3. Delegate authority to the CEO or his designee to negotiate and enter into various research agreements, to execute amendments and other documents as needed, and to accept funds up to a total of \$200,000 to utilize RES' services for projects that directly benefit the County. The de-identified data from the County's ELP data warehouse may be used, upon consent of participating departments and their respective County Counsels, for these future projects. Approval as to form will be obtained from County Counsel prior to executing any agreements. Notification of intent to enter into such agreements will be provided to your Board two weeks in advance of execution, or as soon as practical, whichever is later.
4. Approve the attached appropriation adjustment in the amount of \$30,000 to increase the Chief Executive Office Services and Supplies budget to implement the University agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under this agreement, RES and the University will produce a comprehensive report on the service use of individuals who were released from County jails between 2006 and 2008. The data match to be conducted for the evaluation is covered under the existing ELP Master Memorandum of Agreement (ELP MOA) between CEO and the participating departments. Upon consent of the participating departments via ELP MOA protocol, this evaluative report will be based on a data match, done by RES, linking de-identified administrative records from the Sheriff's Department with de-identified records from the Departments of Children and Family Services, Community and Senior Services, Health Services, Mental Health, Public Health, Public Social Services, Probation and Sheriff. No identified data will be provided to the University.

Phase I and II will allow the RES unit to analyze the cohort's patterns and costs of service utilization for cost avoidance purposes, as well as evaluate the subjects' outcomes. The Study will also provide the participating departments with information to make policy enhancements leading to increased service options, cost savings and offsets through the elimination of redundancies, and introduction of service enhancements to increase effectiveness and efficiency in the delivery of services.

The RES unit anticipates several similar research projects where there is a short timeframe on the grant funds. Delegating authority to the CEO or his designee will allow the County to participate and accept funds to conduct research that benefits the County on these types of short-term projects. Consent will be obtained from participating departments prior to executing these agreements via the ELP MOA protocol. Approval as to form will be obtained from County Counsel prior to executing these agreements. Notification of intent to enter into such agreements will be provided to your Board two weeks in advance of execution, or as soon as practical, whichever is earlier, and will highlight any contract terms that may be of interest to your Board. No identified data will be provided to those entities under these agreements.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal 2 for Children, Family, and Adult Well-Being. This comprehensive evaluation would enable the County to determine best practices, areas of opportunities for improvement, and cost efficiencies which are in line with Strategies 1, 2, 3, and 5 of Goal 2.

FISCAL IMPACT/FINANCING

The evaluation project is underwritten through a direct grant (Prime Award) from the VA to the University. There is no cost to the County.

Approve an appropriation adjustment to increase the Chief Executive Office Services and Supplies budget in the amount of \$30,000 to be provided by a Subaward grant from the VA to allow for implementation of the University agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is the service provider under the University agreement. The University wishes to use their standard Subaward agreement and not alter it. Additionally, the Subaward agreement incorporates any requirements of the VA's Prime Award. We highlight below the main issues surrounding this agreement:

1. The University contract is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
2. The County's Board required terms and conditions are not included in the agreement. Those sections are ones like: Compliance with the County's Jury Service Program, Contractor Responsibility and Debarment, Contractor's Warranty of Adherence to County's Child Support Compliance Program, County Lobbyist Ordinance, County of Los Angeles Defaulted Property Tax Reduction Program, and, Nondiscrimination and Affirmative Action.
3. The County's Subaward is subject to all terms and conditions of the Prime Award. The County has to establish, maintain and follow policies and procedures which are consistent with and subject to the undertaking of the University under Prime Award.
4. The County cannot perform any act in the performance of this subcontract which may prejudice the University, or which may interfere with the University's undertaking and obligations under the Prime Contract.
5. The Subaward reflects mutual indemnification.
6. The University is granted license to use data created in the performance of the Subaward and to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material developed under this Subaward for the purpose of education and research or to the extent required to meet University's obligations under its Prime Award.

CONTRACTING PROCESS

Upon Board approval of the legal exceptions, CEO will obtain County Counsel's approval as to form for the University agreement prior to the County's execution of this agreement.

As stated above, the data match to be conducted for the evaluation is covered under the existing ELP MOA between CEO and the participating departments.

The Honorable Board of Supervisors
March 13, 2012
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:TP:CDM
KMH:MH:yw

Attachments

c: Executive Office
County Counsel
Children and Family Services
Community and Senior Services
Health Services
Mental Health
Probation
Public Health
Public Social Services
Sheriff

UPenn_Board Letter_031312

SUBAWARD AGREEMENT	
Institution/Organization ("THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA") Name: OFFICE OF RESEARCH SERVICES Address: P-221 FRANKLIN BUILDING 3451 WALNUT STREET PHILADELPHIA, PA 19104-6205	Institution/Organization ("Collaborator") Name: County of Los Angeles Address: 222 S. Hill Street Los Angeles, CA 90012 EIN: 956000927
Prime Award No. VA-244-0-1164	Subaward No. 553988
Awarding Agency: Department of Veterans Affairs	
Subaward Period of Performance: July 5, 2011 through April 29, 2012	Amount Funded this Action: \$30,000.00
Project Title: VA-244-10-RP-0004 Dennis Culhane Contract	
Terms and Conditions	

- A. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward is attached as Attachment 3. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA.
- B. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. **(See Sample Invoice, attached).** *Invoices that do not reference THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.
- C. A final statement of costs incurred, marked "FINAL", must be submitted to THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA's Financial Contact NOT LATER THAN fifteen (15) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- D. Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 2. Technical performance reports are required as identified in Attachment 1, paragraph (b).
- E. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 2.
- F. Either party may terminate this agreement with thirty days (30) written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA shall pay Collaborator for all allowable, non-cancellable obligations in the event of termination by THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA.
- G. No-cost extensions require the approval of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.
- H. The Subaward is subject to all terms and conditions and terms and conditions of Prime Award, as identified in Attachment 4 and any Special Terms and Conditions as identified in Attachment 1

- I. **INSPECTION.** Designated representatives of the University shall have the right to inspect and review progress of work performed pursuant to this subcontract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant de-identified data, test results, computations or analyses used or generated under this subcontract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress or work and the University shall give the Collaborator reasonable notice prior to conducting any such inspections. Inspection by the University shall not relieve the Collaborator of his responsibility to fully and formally report the details of the work set forth herein.
- J. **Subcontractors.** The Collaborator agrees that no second tier subcontract for research will be executed without prior written approval of the University.
- K. **General.** In the conduct and completion of the research project pursuant to this SUBCONTRACT, the COLLABORATOR agrees to establish, maintain and follow policies and procedures which are consistent with and subject to the undertaking of the UNIVERSITY under Prime Award which is hereby incorporated by reference and made a part here of, and which policies and procedures are necessary to enable the UNIVERSITY to fulfill its obligations and responsibilities under the said Prime Award.
- L. The Collaborator agrees it will not perform any act in the performance of this Subcontract which may prejudice the UNIVERSITY, or which may interfere with the UNIVERSITY's undertaking and obligations under the Prime Contract. The University agrees it will not perform any act in the performance of this Subcontract which may prejudice the COLLABORATOR, or which may interfere with the COLLABORATOR's undertaking and obligations under the Subcontract.
- M. **Law** - This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. **(Subcontractor elects to remain silent).**
- N. **Human Subjects** – If it is anticipated that the studies to be carried out under this subgrant will involve the use of human beings as subjects of the research, prior to initiating any research involving human subjects, the Collaborator shall:
1. If Collaborator has an Institutional Review Board (IRB) established in accordance with the regulations of the Public Health Service (PHS) and has an approved General Assurance on file with that agency, provide evidence to University that its IRB has reviewed and approved the research involving human subjects to be performed hereunder:
 2. If Collaborator does not have an approved IRB, University, upon request, will provide the services of its IRB to perform the required review. If Collaborator desires University to perform the human subjects review, it should direct its request in writing to the Assistant Director for Regulatory Affairs, Office of Research Administration at the address in Article VI. This request should include a statement that Collaborator will accept the review and approval of University's IRB, and will comply with University's human subject regulations set forth in its Guidelines for the Preparation of Protocols for Review. Collaborator will also be required to execute a Single Project Assurance in accordance with PHS regulations. Copies of University's Guidelines and the Single Project Assurance are available upon request.
- O. **Care of Laboratory Animals:** If it is anticipated that the studies to be carried out under this Subaward will involve the use of animals as subjects of the research, prior to initiating any research involving animals, the Collaborator shall:
1. The Collaborator agrees that it will comply with the Public Health Service Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions (PHS Policy) and that it has an Assurance of Compliance with the PHS policy on file with the Office for Protection from Research Risks of the National Institutes of Health. The COLLABORATOR assures The Trustees of the University of Pennsylvania that it has established an Institutional Animal Care and Use Committee (IACUC) in accordance with the PHS Policy and that it will obtain IACUC approval prior to the use of any live, vertebrate animals in activities supported by this Agreement, Certification of IACUC approval must be provided to The Trustees of the University of Pennsylvania at least annually

Furthermore, the COLLABORATOR:

- (a) agrees to comply with all applicable provisions of the Animal Welfare Act and other Federal statutes and regulations relating to animals;
- (b) shall be guided by the U.S. Government principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training;
- (c) acknowledges and accepts responsibility for the care and use of animals involved in activities supported by this Agreement; and
- (d) has established and will maintain a program for activities involving animals in accordance with the Guide for the Care and Use of Laboratory Animals

- P. **Indemnification:** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Q. **Use of Name:** Neither Party shall use the name of the other party in any publicity or advertising without advance written approval of the other party.

By an Authorized Official of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA:	
Signature	<i>Sheila R. Atkins</i>
Date	<i>2/28/2012</i>
Print or Type Name	<i>SHEILA R. ATKINS</i>
Title	Associate Director
By an Authorized Official of Collaborator:	
Signature	
Date	
Print or Type Name	
Title	

ATTACHMENT 1

SPECIAL TERMS AND CONDITIONS:

- A. Intellectual Property – The Collaborator will retain ownership of the data, materials, information, etc. The Collaborator grants to University an irrevocable, royalty-free, non-transferrable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward for the purpose of education and research or to the extent required to meet University's obligations under its Prime Award.
- B. Data Rights – Collaborator grants to University license to use data created in the performance of this Subaward for the purpose of education and research or to the extent required to meet University's obligation under its Prime Award.
- C. Sub-Recipient Monitoring
Sub recipient understands and agrees that PENN is obligated to ensure that funds administered by PENN to Sub recipient are utilized in compliance with all pertinent Government regulations as well as generally accepted auditing standards. Accordingly, from time to time, PENN may audit Sub recipient's use of funds under this Agreement, either directly or through designated external auditors. At the request of Penn, the Sub recipient shall promptly and fully produce all de-identified data, financial records and information relating to the Project to PENN and its representatives during normal business hours, and shall assist them in promptly resolving any questions and in performing audits or monitoring performance of the Project. The Sub recipient agrees to cooperate with the representatives of PENN who visit the Sub recipient. PENN's auditing activities under this section may involve requests FOR data, financial records and information relating to the Project by mail, phone or facsimile.
- D. The Subaward will supersede the Terms & Conditions, Exhibits or Related Links outlined in the Supplier Questionnaire and Purchase Order agreements. In addition, the require completion of the Supplier questionnaire and W-9 form does not constitute an acceptance of the aforementioned terms & conditions, Exhibits or Related Links.

AUDIT

All invoices and financial reports are subject to audit by either the Sponsor or the University of Pennsylvania. The Collaborator shall reimburse the University for any amounts received but subsequently disallowed as the result of any such audit.

REPORTING REQUIREMENTS (as applicable)

- A. Performance Reports as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators. A Final Performance Report shall be submitted within fifteen (15) days of the end date stated in the Period of Performance or as determined by Prime Sponsor.
- B. Final Property Report as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators. A Final Property Report shall be submitted within fifteen (15) days of the end date stated in the Period of Performance or as determined by Prime Sponsor.
- C. Intellectual Property/Patent Report in accordance with any Sponsor Intellectual Property/Patent requirements as mutually agreed between THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA and Collaborator's Principal Investigators **as applicable**.

**Attachment 2
Subaward Agreement**

UNIVERSITY Contacts	Collaborator Contacts
<p>Administrative Contact <i>Name:</i> Sheila Atkins Associate Director</p> <p><i>Address:</i> University of Pennsylvania 3451 Walnut Street P-221 Franklin Building Philadelphia, Pa. 19104-6205</p> <p><i>Telephone:</i> 215-898-7293 <i>Fax:</i> 215-898-9708 <i>Email:</i> Subaward@exchange.upenn.edu</p>	<p>Administrative Contact <i>Name:</i> Carrie Miller Acting Manager</p> <p><i>Address:</i> County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012</p> <p><i>Telephone:</i> 213-974-4129 <i>Fax:</i> 213-687-1138 <i>Email:</i> cmiller@ceo.lacounty.gov</p>
<p>Principal Investigator <i>Name:</i> Dr. Dennis P. Culhane</p> <p><i>Address:</i> University of Pennsylvania 3535 Market Street, Suite 3015 Philadelphia, Pennsylvania 19104-3309</p> <p><i>Telephone:</i> 215-349-8705 <i>Fax:</i> <i>Email:</i> culhane@upenn.edu</p>	<p>Project Director <i>Name:</i> Dr. Manuel Moreno, Director of Research and Evaluation Services</p> <p><i>Address:</i> County of Los Angeles Chief Executive Office, SIB 222 S. Hill Street, Fifth Floor Los Angeles, CA 90012</p> <p><i>Telephone:</i> 213-974-5849 <i>Fax:</i> 231-687-1138 <i>Email:</i> mmoreno@ceo.lacounty.gov</p>
<p>Financial Contact <i>Name:</i> Aldis Kurmis</p> <p><i>Address:</i> University of Pennsylvania SSW Research Lab 3815 Walnut Street Philadelphia, Pennsylvania 19104-6179</p> <p><i>Telephone:</i> 215-746-4695 <i>Fax:</i> 215-573-2791 <i>Email:</i> akurmis@sp2.upenn.edu</p>	<p>Financial Contact <i>Name:</i> Rick Hong Manager, Budget and Fiscal</p> <p><i>Address:</i> County of Los Angeles Chief Executive Office 796 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012</p> <p><i>Telephone:</i> 213-974-1176 <i>Fax:</i> 213-633-4666 <i>Email:</i> rhong@ceo.lacounty.gov</p>
<p>Authorized Official <i>Name:</i> Sheila R. Atkins Associate Director</p> <p><i>Address:</i> University of Pennsylvania 3451 Walnut Street P-221 Franklin Building Philadelphia, Pennsylvania 19104-6205</p> <p><i>Telephone:</i> 215-898-7293 <i>Fax:</i> 215-898-9708 <i>Email:</i> Subaward@exchange.upenn.edu</p>	<p>Authorized Official <i>Name:</i> William T. Fujioka Chief Executive Officer</p> <p><i>Address:</i> County of Los Angeles Chief Executive Office 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012</p> <p><i>Telephone:</i> 213-974-1101 <i>Fax:</i> 213-687-7130 <i>Email:</i> bfujioka@ceo.lacounty.gov</p>

Attachment #3

Scope of Work

Research indicates that persons exiting jail continue to use substantial amounts of public criminal justice, social service, and health care resources. This study proposes to look at groups reentering from jail into the community in three cities – Philadelphia, Los Angeles and Tampa. This study proposes to follow, in each of the three cities, a cohort of persons released from jail, through matching administrative records from jail and a variety of services both inside and outside the VA. For each person in the cohorts followed, identifiers from the jail records will be matched with records coming from public systems outside the VA such as housing and homelessness, health and behavioral health, public assistance, criminal justice (probation, parole, jail and prison), and employment to determine the types of services utilized.

Deliverables are included in the attached budget.

BUDGET

Phase I: Examining Service Use and Outcomes for Veterans and Non-Veterans after Release from Jail in Three Cities (Los Angeles, Tampa, Philadelphia)

Budget and Schedule of Deliverables:

Deliverable	Due Date	Cost
<p>1. Match records from jail cohort to the Enterprise Linkages Project data warehouse for jail cohort between 2006 and 2008.</p> <ul style="list-style-type: none"> • CEO/SIB/RES will acquire the de-identified records of Veterans and non-Veterans who exited incarceration at the Los Angeles County jail between 2006 and 2008 from the Sheriff's Department. • CEO/SIB/RES will encrypt and match the records of the jail cohort to the ELP data warehouse, to identify Veterans and non-Veterans sub-groups within the three year jail cohort. 	April 2012	\$5,000
<p>2. Analysis of matched data to determine services utilization among Veterans and non-Veterans:</p> <p>CEO/SIB/RES will analyze the matched data to determine the services utilization patterns among Veterans and non-Veterans in the jail cohort. Identify patterns of services utilization such as housing assistance, health, public assistance, criminal justice (probation and jail), and employment over the follow-up period.</p>	April 2012	\$15,000
<p>3. Writing of draft report</p> <p>CEO/SIB/RES will write a draft report of the study that will include the methodology of the data match, findings, policy recommendations, and conclusion.</p>	April 2012	\$10,000
Total		\$30,000

PRIME AWARD Attachment #4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 01-01-2012	4. REQUISITION/PURCHASE REQ. NO. 642-12-1-435-0007	5. PROJECT NO. (if applicable) NONE
6. ISSUED BY Department of Veterans Affairs Philadelphia VAMC Acquisitions 3900 Woodland Avenue Philadelphia PA 19104-4551	CODE 00642	7. ADMINISTERED BY (if other than Item 6) Department of Veterans Affairs Philadelphia VAMC Acquisitions 3900 Woodland Avenue Philadelphia PA 19104-4551		CODE 00642

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA CLINICAL PRACTICES OF THE UNIVERSITY OF PENNSYLVANIA 3451 WALNUT ST PHILADELPHIA PA 191046205	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. VA244-C-1164 642-C20274
	X	10B. DATED (SEE ITEM 13) 01-02-2010
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) 642-3620152-435-805600-2580 SP30B00A1.....\$67,412.55
See CONTINUATION Page

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes by Written Agreement of the Parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Reference contract VA244-C-1164, Research Support for the National Center on Homelessness Among Veterans.

The period of performance for the subject contract is hereby extended by an additional 60 days, from January 1, 2012 to February 29, 2012. Additionally, the total value of the contract is increased by \$67,412.55, from \$771,485.00 to \$838,897.55. Funds provided by the increase are allocated in accordance with the attached schedule of contract line items. All work accomplished under this modification shall be in furtherance of the requirements of the original contract to include deliverables as detailed in the statement of work.

All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) C. Leona Joseph <i>Revised Received</i> Associate Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Palma Sup. Contract Specialist
15B. CONTRACTOR/OFFICER <i>C. Leona Joseph</i> (Signature of person authorized to sign)	16C. DATE SIGNED 12/28/11
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
16C. DATE SIGNED 12/23/2011	

52.227-14 Rights in Data—General. With Alternate IV and additional language as allowed by paragraph d(2) below

As prescribed in 27.409(b)(1), insert the following clause with any appropriate alternates:

RIGHTS IN DATA—GENERAL (DEC 2007)

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data

or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

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

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall

acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause

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from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

PUBLICATION OF RESEARCH RESULTS

It is acknowledged that results of all research with respect to this contract should be published in medical and scientific journals as is customary in medical research. Publication provides valuable peer review that is considered a part of the quality assurance aspect of this contract. In order to comply with FAR Clause 52.227-17(d), VA shall authorize the contractor to publish in medical/scientific publications/journals upon written permission of the Contracting Officer within 30 days of such request.

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52.246-25 Limitation of Liability—Services.

As prescribed in 46.805, insert the following clause:

LIMITATION OF LIABILITY—SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—

- (1) Occurs after Government acceptance of services performed under this contract; and
- (2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

CONTRACT NO. VA244-O-1164

VA-244-10-RP-0004

Section B

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

SECTION B – PRICING SCHEDULE

NAME/ITEM	# HOURS/PERIOD	HOURLY RATE	PERIOD PRICE
BASE YEAR - Jan 5, 2010 to Jan 4, 2011			
Director of Research	520	\$ 154.89	\$ 80,543
Senior Research Investigator	416	\$ 68.82	\$ 28,629
Research Admin Coord	2080	\$ 28.04	\$ 58,323
Research Investigator	2080	\$ 49.85	\$ 103,688
Research Investigator	1040	\$ 27.57	\$ 28,673
Travel			\$ 9,000
Sub-total			\$ 308,856
Overhead costs (10% of total cost)			\$ 30,886
BASE PERIOD TOTAL			\$ 339,742
OPTION PERIOD-Jan 5, 2011 to July 4, 2011			
Director of Research	260	\$ 159.54	\$ 41,480
Research Admin Coord	208	\$ 70.88	\$ 14,743
Research Admin Coord	1040	\$ 28.88	\$ 30,035
Research Investigator	1040	\$ 51.35	\$ 53,404
Research Investigator	520	\$ 28.40	\$ 14,768
Travel			\$ 9,000
Sub-total			\$ 163,431
Overhead costs (10% of total cost)			\$ 16,343
OPTION PERIOD TOTAL			\$ 179,774
TOTAL CONTRACT VALUE			\$ 519,515

2. CONTRACT NUMBER	3. SOLICITATION NUMBER VA-244-10-RP-0004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10-28-2009	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY Department of Veterans Affairs Philadelphia VA Medical Center (90C) 3900 Woodland Ave Philadelphia PA 19104	CODE	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until C.O.B. local time 10-30-2009 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Zenaida Delgado	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 215-823-5800 ext 6709	C. E-MAIL ADDRESS zenaida.delgado@va.gov
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11. TABLE OF CONTENTS See Attached Table of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (3)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM
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24. ADMINISTERED BY (If other than Item 7) Department of Veterans Affairs Philadelphia VA Medical Center (90C) 3900 Woodland Ave Philadelphia PA 19104	CODE	25. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2 (101) Financial Services Center PO Box 149971 Austin TX 78714-9971	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) Zenaida Delgado V409I3-1369	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

SECTION B - PRICING SCHEDULE

The University of Pennsylvania Department of Health Policy and Public Health and the School of Social Policy and Practice will furnish experts to perform various research studies associated with the National Center on Homelessness Among Veterans. The experts include a part time Director of Research for the Center (520 hours/year), 1 part time senior research investigator (416 hours per year), 2 full time research investigators (2080 hours per year each), 1 full time research coordinator (2080 hours per year) and 1 part time Administrative Assistant (686 hours per year).

NAME/ITEM	# HOURS/YEAR	HOURLY COST	ANNUAL COST
BASE YEAR			
101. Director of Research	520		
102. Senior Research Investigator	416		
103. Research Admin Coord	2080		
104. Research Investigator	2080		
104. Research Investigator	2080		
105. Administrative Assistant	686		
106. Travel	1 LUMP SUM		
TOTAL			
OPTION PERIOD 1 - YEAR 2			
201. Director of Research	520		
202. Research Admin Coord	416		
203. Research Admin Coord	2080		
204. Research Investigator	2080		
204. Research Investigator	2080		
205. Administrative Assistant	686		
206. Travel	1 LUMP SUM		
TOTAL			
TOTAL CONTRACT VALUE			

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATEMENT OF WORK
RESEARCH SUPPORT FOR THE NATIONAL CENTER ON HOMELESSNESS AMONG
VETERANS****A.1 SCOPE**

This contract is for the University of Pennsylvania, Department of Health Policy and Public Health and the School of Social Policy and Practice, Philadelphia, PA 19104 (Contractor), to provide an expert to serve as the Director of Research for the Department of Veterans Affairs Medical Center, National Center on Homelessness Among Veterans, University and Woodland Avenues, Philadelphia, PA 19104. This procurement also includes a Senior Research Investigator, a Research Administrative Coordinator, two Research Investigators, and an Administrative Assistant to assist in the operation to establish the Center. These individuals will report to Mr. Kane, the Director of the Center.

A.2 BACKGROUND

Philadelphia VA Medical Center (PVAMC) and the University of Pennsylvania have a long-standing institutional affiliation sharing an array of specialized resources.

The mission of the National Center on Homelessness among Veterans is to promote recovery oriented care for Veterans who are homeless or at-risk for homelessness. The National Center on Homelessness among Veterans is designed to improve the lives and treatment services of Veterans who are homeless or at-risk for homelessness and have mental health, substance use disorders, medical illness, cognitive impairment or other psychosocial treatment needs. The primary goal of the Center is to develop, promote, and enhance policy, clinical care research, and education to improve homeless services so that Veterans may live as independently and self-sufficiently as possible in a community of their choosing. The proposed Center is designed to be a national resource for both VA and community partners, improving the quality and timeliness of services delivered to Veterans and their dependents who are homeless or at-risk for homelessness.

The National Center on Homelessness among Veterans will have a research component with a primary goal to be a resource for the other VAMC's to inform practice and disseminate new knowledge regarding homeless services for Veterans, particularly those Veterans who present with mental health and/or substance use treatment needs. Within VA's research portfolio there is limited expertise and minimal funding directed towards homelessness. A primary goal of the Center will be to provide enabling resources to cultivate VA researchers that will be able to compete for VA funding through HSR&D and other external funding sources. A priority of the research plan within the Center will be to evaluate the delivery, effectiveness, and outcomes of specific interventions within VA Homeless Programs. The research activities of the Center will include: 1) the development and validation of practice models or program implementation; 2) health services research including patterns of resource utilization and access to and provision of services; 3) practice research including determination of process and outcome studies of individual program initiatives; 4) population-based research to include studies that provide assessments of the current scope of services and gaps in services and resources for Veterans who are homeless or at-risk of homelessness; and 5) dissemination research to develop and validate methods for the delivery of

evidence-based treatments for specific mental health and or substance use treatment needs of Veterans who are homeless.

A.3 REQUIREMENTS STATEMENT

A.3.1 DEFINITIONS

- a. 0.25 FTE: A scheduled tour of duty in which the Contractor's employee works at an approved site for 520 hours per year. The specific hours of the tour of duty are those that meet the needs of the PVAMC National Center on Homelessness among Veterans program.
- b. 0.20 FTE: A scheduled tour of duty in which the Contractor's employee works at an approved site for 416 hours per year. The specific hours of the tour of duty are those that meet the needs of the PVAMC National Center on Homelessness among Veterans program.
- c. 0.50 FTE: A scheduled tour of duty in which the Contractor's employee works at an approved site for 1040 hours per year. The specific hours of the tour of duty are those that meet the needs of the PVAMC National Center on Homelessness among Veterans program.
- d. Full Time: A scheduled tour of duty in which the Contractor's employee works at an approved site for 40 hours per week (2080 hours per year). The specific hours of the tour of duty are those that meet the needs of the PVAMC National Center on Homelessness among Veterans program.

A.3.2 PERFORMANCE and STATEMENT OF WORK

Contractor shall perform the requirements of the contract in the following manner:

Director of Research for the PVAMC National Center on Homelessness among Veterans program.

- a. Serve as a resource for the other cores to inform practice and disseminate new knowledge regarding homeless services for Veterans, particularly those Veterans who present with mental health and/or substance use treatment needs.
- b. Provide enabling resources to cultivate VA researchers that will be able to compete for VA funding through HSR&D and other external funding sources.
- c. Evaluate the delivery, effectiveness, and outcomes of specific interventions within VA Homeless Programs to include: 1) the development and validation of practice models or program implementation; 2) health services research including patterns of resource utilization and access to and provision of services; 3) practice research including determination of process and outcome studies of individual program initiatives; 4) population-based research to include studies that provide assessments of the current scope of services and gaps in services and resources for Veterans who are homeless or at-risk of homelessness; and 5) dissemination research to develop and validate methods for the delivery of evidence-based treatments for specific mental health and or substance use treatment needs of Veterans who are homeless.
- d. Provide consultation for the proposed outcome evaluation for the recently funded HUD-VASH OEF/OIF pilot-demonstration project and the Low Income At-Risk Initiative (Public Law 110-387, section 604).

- e. Provide assistance on evaluation methodology to ensure these programs' monitoring efforts address the intent of authorizing legislation.
- f. Identify and coordinate data sharing agreements for the Center to receive Veteran Specific data for the Homeless Management Information System (HMIS).

Senior Investigator

- a. Collect, analyze, summarize and present data for the following study: APPLYING ADMINISTRATIVE DATA TO ESTIMATE THE PREVALENCE OF VETERANS AMONG HOMELESSNESS PROGRAM USERS AND THEIR USE OF VA-FUNDED HEALTH SERVICES. This study will test the utility of administrative data to estimate the prevalence of Veterans among the homeless population, and their use of VA-funded health services.
- b. Using data from a nationally representative set of jurisdictions in the US, characteristics of homeless program users reporting to be Veterans in Homeless Management Information Systems (HMIS) will be investigated and compared to comparable data on nonveterans.
- c. In a subset of jurisdictions, VA homelessness program data will be compared to non-VA homelessness program data to assess the degree of concurrence of self-reported veteran status in HMIS, and to examine the degree to which missing data in HMIS may reflect positive veteran status.
- d. Homelessness program utilization data will also be integrated with VA health data to examine health care utilization patterns and costs among homeless Veterans.
- e. Each of these objectives will inform VA policy and program targeting, based on a better understanding of the prevalence and dynamics of homelessness among Veterans, and of those Veterans who are or are not significant users of VA services.
- f. The incumbent will be involved in:
 - Developing an MOU between US DVA and US DHUD regarding inclusion of Veterans' analysis in 2009 data collection.
 - Developing reporting guidance and framework for participating sites.
 - Identify sites for analysis of linked records.
 - Developing extrapolation from HMIS data for national estimates.
 - Negotiate data agreements with sites providing individual records.
 - Matching individual records to validate veteran status and estimate missing cases.
 - Developing a write-up for the congressionally-mandated Annual Homelessness Assessment Report (AHAR), that provides estimates of the prevalence and characteristics of homelessness and the duration of homelessness episodes.
 - Analyzing matched records to examine cross-system services use by homeless Veterans of VA and non-VA funded homeless services.
 - Analyzing matched records to examine VA health services use by homeless Veterans.

Research Investigators and Coordinator: will coordinate a research agenda on homelessness among veterans. The Center's work will involve studies of the prevalence and duration of homelessness nationally among veterans, the use of multiple service systems by veterans who are homeless, supportive housing models for formerly homeless persons, and case management models, among other initiatives. The Research Center will also play a role in evaluating innovations in program and policy targeting veterans who are homeless, including prevention programs. Research studies will be interdisciplinary and will include large-scale multivariate longitudinal, mixed research designs, and advanced statistical methods.

The responsibilities will include organizing the daily operations of the center, planning and facilitating senior management meetings, research advisory board meetings, meetings with technical advisors, and meetings with VA operations staff. The position is also responsible for facilitating data exchange agreements, data transfer protocols, and communications with participating sites. The position is responsible for preparing reports, editing documents produced by center staff, and supporting center staff with analysis and writing as needed.

Administrative Assistant: Enter data into data base; literature searches; typing documents; scheduling testing and interviews, filing.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of Clause)

E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies 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) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

The Contractor shall contact the Contracting Officer on all matters pertaining to the administration of this contract. Only the Contracting Officer is authorized to make commitments or issue changes which will affect the price, quantity, quality, or delivery terms of this contract.

ELECTRONIC INVOICE SUBMISSION

Please refer to VAAR 852.273-76, Electronic Invoice Submission (Interim OCT 2008) which is included in full text under Section I – Contract Clauses

ELECTRONIC FUNDS TRANSFER PAYMENT METHOD

Payments under this contract will be made by the Electronic Funds Transfer Payment Method in accordance with FAR 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration. Contractor must register at <http://www.ccr.gov> and keep registration current.

PAYMENTS

a. The Contractor will submit invoices quarterly in arrears covering the services performed under this contract. The invoices will contain the following information:

- Invoice Number
- Contract Number/Purchase Order Number
- Months Being Invoiced
- Name of Contract Employees Performing Work
- Hourly Rate for Each Employee
- Hours Worked for Each Employee
- Total Due for Each Employee
- Approved Travel Expenses (if any) identified by Individual and Trip
- Grand Total Due for Quarter

b. Sums due the contractor will be paid quarterly, in arrears, upon receipt of a properly prepared invoice. The Contractor shall submit all invoices to the following address:

Dept. of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714-8971

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SERVICES

- a. Other necessary personnel for the operation of the services contracted for at the VAMC will be provided by VAMC at levels mutually agreed upon which are compatible with the completion of program goals.
- b. The services to be performed by the Contractor will be performed within the VA policies and procedures and regulations of the medical staff by-laws of the VAMC facility.
- c. The services to be performed by the Contractor will be under the direction of the Director, National Center on Homelessness among Veterans program at the VA Medical Center, University & Woodland Avenues, Philadelphia, Pennsylvania 19104.
- d. Payment to the Contractor will be on a quarterly basis.

TERM OF CONTRACT

This contract is effective for one year from date of award, with one (1) one year renewal option. The contract is **SUBJECT TO THE AVAILABILITY OF VA FUNDS**. No service will be performed by the Contractor after September 30th, until the Contracting Officer authorizes such services in writing.

QUALIFICATIONS

- a. The to be named personnel assigned by the Contractor to perform the services covered by this contract shall have a M.D., Ph.D or Law degree from an accredited graduate program. The specialty area of the degree must be consistent with the assignment. Doctorate in psychology, sociology, or social policy is preferred. The ideal candidate should have some experience in housing and/or homelessness research, and/or research on service models for adults with special needs, especially behavioral health needs. The ideal candidate will have expertise in interdisciplinary research; large-scale multivariate, longitudinal research, including experience in developing and managing large datasets; mixed methods research designs; advanced statistical methods; proven record of developing successful research proposals; record of published research; and excellent written and oral communications skills. Exceptions must have prior approval from the Director, National Center on Homelessness among Veterans. Exceptions can be made for various reasons including but not limited to significant experience with homelessness especially programs for homeless veterans. These qualifications only apply to the Director of Research and investigators. They do not apply to the coordinator, administrative assistant or psychology technicians if used as part of this contract.

- b. Personnel performing under this contract will not have patient care responsibilities and are not required to be credentialed, licensed and/or privileged prior to performing services at the Medical Center.
- c. All candidates for this contract must be approved by the Director, National Center on Homelessness among Veterans program at the VA Medical Center, University & Woodland Avenues, Philadelphia, Pennsylvania 19104.

WORK HOURS

- a. The services covered by this contract shall be furnished by the Contractor as defined herein. The Contractor will not be required, except in case of emergency, to furnish such services on a national holiday or during off-duty hours as described below.
- b. Work hours may be modified to allow for vacation time. Contractor will not be paid or compensated for vacation time through this contract. Hours missed due to vacation time may be worked before or after vacation.
- c. Individuals selected for this contract who are part time must be available for and attend meetings pertaining to contract requirements at PVAMC or the Annex. There may be minimal notification for meetings that are called in response to requirements from VACO, other government agencies or Congressional offices. Hours spent at meetings will count as paid performance hours.
- d. Hours worked may be flexible as long as the total hours worked for the entire year of the contract by each individual is equivalent to the agreed upon FTE and approved by the Director, National Center on Homelessness Among Veterans. The total hours worked for 0.25 FTE must be 520 hours per year; the total hours worked for 0.20 FTE must be 416 hours per year; the total hours worked for 0.5 FTE must be 1040 hours per year; the total hours worked for 1.0 FTE must be 2080 hours per year.
- e. Contractor travel costs, per diem and tuition for approved meetings and conferences associated with the VA Homeless Program and essential for the completion of the project will be paid through this contract. Time required to attend these meetings will count as work hours. Time required to travel to and from these meetings will not count as work hours. The Contractor shall be reimbursed by the Government for reasonable and allowable travel expenses including lodging, transportation (air fare, rental vehicle, or mileage for personal vehicle), and per diem. All travel requirements must be authorized in advance by the COTR. The Contractor shall submit an itinerary of the planned trip to the COTR whenever possible no later than five (5) working days in advance of departing for the trip. The itinerary shall identify: (1) Individual's name, (2) Destination, (3) Duration/Length of Travel, (4) Purpose of Travel, and (5) Estimated Costs of Travel. Costs incurred for lodging, meals, and incidental

expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations (FTR) for travel within the Continental United States (CONUS) which can be accessed at www.gsa.gov/perdiem. Airfare costs must be standard, coach, or equivalent. Documentation to support actual costs incurred is a receipt for each expenditure of \$25.00 or more which shall be submitted to the COTR. Approved travel expenses shall be billed on the quarterly invoice.

- f. Pay will be for performance hours only.
- g. The following terms have the following meanings:
- (1) **Workdays:** A normal workday will be consistent with those of the Medical Center.
 - (2) **Work hours:** Are those hours in which a Contractor's employee is physically present at the VAMC or at an alternate site in performance of the required services. Alternate sites must be pre-approved by and coordinated with the COTR. A work schedule will be developed and agreed upon by the Director, National Center on Homelessness Among Veterans program at the VA Medical Center and the Contractor.
 - (3) **Off-duty hours:** Are those hours in which the Contractor's employees are not at the VA facility or at an approved alternate site in performance of the required services.
 - (4) **National Holiday:** The ten holidays observed by the Federal Government are as follows:

*New Year's Day	*Labor Day
*Washington's Birthday	*Columbus Day
*Martin Luther King's Birthday	*Veterans Day
*Memorial Day	*Thanksgiving Day
*Independence Day	*Christmas

or any other day specifically declared by the President of the United States to be a national holiday.

Above holidays are not included in the number of hours worked. Contractor will not be paid for holidays unless the work occurs on these days.

PERSONNEL POLICY

The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following for these personnel:

- *Workers Compensation
- *Professional liability insurance
- *Health examinations
- *Income tax withholding
- *Social Security payments

The parties agree that the Contractor, its employees, agents and sub-contractors shall not be considered VA employees for any purpose. The Contractor shall indemnify the Government and the contractor shall be liable for the contractor's negligent, or liability-producing acts or omissions.

INDEPENDENT CONTRACTORS: For the purpose of this contract, the relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties is an independent contractor relationship and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

MONITORING PROCEDURES

A record keeping system of Contractor hours worked shall be established and implemented by the Contracting Officer's Technical Representative (COTR). The COTR shall verify the number of hours worked by the Contractor staff and authorize the respective hourly rate of the individual. This shall be accomplished by the COTR comparing and verifying the Contractor staff signatures/initials on the "Signature Sheet" to the sign-in/sign-out time sheets. Payments for any leave, including sick leave, holiday or vacation time, are the responsibility of the Contractor.

PRIVACY

Contractor must adhere to the provisions of Public Law 104-91, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). A Business Associate Agreement (BAA) is not required. Contractor must also adhere to Confidentiality of Healthcare Quality Assurance Review Records, 38 U.S.C. 5705, implemented by 38 CFR Section 17.500-17.511 and comply with the requirements of VHA Handbook 1605.1, Privacy and Release of Information.

KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS

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

Dennis Culhane, Ph.D.
Stephen Matraux, Ph.D.
(Insert names of other Key Personnel)

b. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph c. below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph c. to the Contracting Officer at least fifteen (15) calendar days prior to making any permanent substitutions.

c. The Contractor shall submit any proposed substitutions as a change order proposal pursuant to the contract Changes clause, FAR 52.243-1, Alternate V. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and an itemized cost breakdown supporting any change in price due to the substitution. Proposed substitute shall have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

d. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure stated in par. c. above.

The JOINT COMMISSION AND OTHER SPECIAL REQUIREMENTS

a. The Contractor will be responsible to ensure that Contractor employees providing work on this Contract are fully trained and completely competent to perform the required work.

b. Contractor is required to provide a current performance evaluation supporting ability of the Contractor employee to successfully perform the work required in this solicitation. The performance evaluation shall be provided to the COTR at the time of award and annually on the anniversary date of Contract award, or upon request, for each Contractor employee working on the Contract.

c. Contractor employees will attend an area/program/unit-specific orientation meeting before the commencement of work. The COTR will schedule, conduct and document this meeting which will include discussion of the following area-specific topics:

- Emergency preparedness/disaster policy and procedure
- Area/program/unit specific orientation
- Fire and safety policy and procedure
- Infection control policy and procedure

d. The VA will monitor the Contractor employees' work to ensure contract compliance.

e. Notwithstanding other Contract requirements, upon request of the Contracting Officer, the Contractor will remove from the work site, any Contractor employee who does not comply with orientation requirements or meet competency requirements for the work being performed.

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (Note: Since the contractor has access to the VA computer system, a NACI background investigation is required at a minimum. A VAF 2280 should be received from the COTR and approved by the ISO establishing the level of sensitivity for Contractor employees.)

a. All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation. This requirement is applicable to all subcontractor personnel requiring the same access. The Department of Veterans Affairs Memorandum dated February 8th, 2008 (10N1-23) provides additional guidance and clarification specific to Contractors' investigations. In all cases, access (physical and computer) cannot be granted until officially notified by Security Investigations Center (SIC), Little Rock, Arkansas. Access can be granted prior to receiving final adjudication results.

(1) Position Sensitivity – The position sensitivity for each Contractor position is determined by the VA utilizing VA FORM 2280. Each position will be designated at the high, moderate, or low risk level, depending on the position's potential for adverse impact to the integrity and efficiency of the services (CFR 731.106). Multiple positions may be documented on a single form. Risk levels determine what level of investigation is required.

NOTE: The Department of Veterans Affairs (VA) PIV Program Office will be implementing the 2010 rollout of the Personal Identity Verification (PIV) program across the enterprise to more than 200 VA sites. This new policy will most likely require all Contractors to be fingerprinted at a minimum, regardless of their position at the VA.

(2) Background Investigation - The level of background investigation commensurate with the required level of access may be either a Special Agreement Check (SAC), National Agency Check with Written Inquiries (NACI) (low risk), Moderate Background Investigation (MBI) (moderate risk), or Background Investigation (high risk). Non-citizen contract personnel appointed to low risk positions will be subject to a National Agency Check with Law Enforcement and Credit Check (NACLC).

(3) Contractor Responsibilities:

(a) The Contractor shall bear the expense of the background investigation(s), regardless of the final adjudication determination. A Bill of Collections shall be generated by the VA after final adjudication determination has been received. Final adjudication results may take up to six months but are normally received within ninety (90) days after submission. We have determined this contract requires the following level of investigations and associated costs (per person):

_____ SAC \$26.00

<input checked="" type="checkbox"/>	NACI \$231.00
<input type="checkbox"/>	NALC \$253.00
<input type="checkbox"/>	MBI \$825.00
<input type="checkbox"/>	BI \$3,465.00

(b) The amounts stated above are current for fiscal year 2010, but are subject to annual price changes as established by the OPM in the Federal Investigations Notices. Contractors shall be billed per OPM/SIC guidelines and should anticipate annual increases. All fee schedule questions should be directed to the SIC at 501-257-4031 or vhalitsiccontracting@va.gov.

(c) The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they are able to read, write, speak, and understand the English language.

(d) The Contractor employees shall download, complete, and mail the documents required for any risk positions within forty (40) calendar days of receipt of e-mail or the investigation will be cancelled. E-mail notifications will be received by the Contractor from the VA Security Investigations Center (SIC) explaining specific instructions once an investigation has been ordered. Access to the VA cannot be granted until the SIC has received all the required documents from the Contractor. Documents and instructions can be downloaded from the following website: http://www.va.gov/vabackground_investigations

(1) The link above is the VA's Security Investigations Website. Select (left side of the screen) the link for the level of investigation (low, medium, or high) that is listed on the SIC e-mail message. Example Low Risk = Low Risk Contractor Position.

(2) The different level of investigation required forms are as follows:

Low Risk/NACI - SF85, OF 306 and Fingerprints
 Moderate Risk/MBI - SF85P and Fingerprints
 High Risk/BI - SF85P and Fingerprints

All forms must be completed entirely and properly. The continuation form should only be used if the employee requires extra space.

(3) The employee must be fingerprinted as part of an investigation. Electronic fingerprinting can be performed at the VA *Human Resources Office* (insert correct location). Please call [redacted] to schedule an appointment. This station uses an electronic fingerprint machine which requires the employee to fill out the Electronic Fingerprint Verification Letter on the VA's Security Investigations Website. If electronic fingerprinting is not feasible, please contact the local police department. The hard fingerprint card or Verification letter must be included in the same package with all the other forms when sent to the Security Center for processing. Do not send packages without the hard card prints or Verification letter or the package will be returned.

(4). When the entire package is complete, please mail it to the address listed below. Do not leave the package with the VA Human Resource Department. Please ensure when mailing the completed package that a traceable method (Fedex, DHL, etc.) is utilized. Allow seven (7) days for SIC processing prior to contacting the SIC Office.

VA Law Enforcement Training Center/SIC Attn: Contractor 2200 Fort Roots Drive, Bldg104 North Little Rock, AR 72114 Please feel free to contact the SIC at 501-257-4128 or 501-257-4215 or email vhalitsiccontracting@va.gov with any questions during this process.

(e) The Contractor, when notified of an unfavorable determination by the Government, will withdraw the employee from consideration from working under the contract.

(f) Failure to comply with the Contractor personnel security requirements shall result in termination of the contract for default.

(g) Upon contract award, the Contractor shall furnish the Information Security Office and the Contracting Officer a list of personnel performing work on the contract. The list will include a brief description of the work to be performed and degree of access to information management systems required. The description of the required degree of access will address if remote access is required. The Contractor will update and submit the list of personnel performing work on the contract to the Information Security Office every year, throughout the contract period. Furthermore, it is the Contractor's responsibility to notify the Information Security Office when personnel performing work under this contract no longer require access to information management systems.

4) Government Responsibilities:

(a) Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.

(b) The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the Contractor will reimburse the VA facility within 30 days of receiving the Bill of Collections.

(c) The VA Office of Security and Law Enforcement will notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.

(d) The contracting officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

b. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor will be responsible for the actions of those individuals they provide to perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. Printed output containing sensitive VHA data will be stored in a secured area, and disposed of properly by shredding using a NIST-compliant shredder or other VA approved method. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information indefinitely. Furthermore, it is the Contractor's responsibility to notify the Information Management staff when access to Information Management systems is no longer needed by personnel performing work under this contract.

c. Contractor employees are required to complete the online training classes entitled "VA Information Security Awareness" and "VHA Privacy Policy." The necessary link and instructions to gain access are found at <https://www.ees-learning.net/librix/loginhtml.asp?v=librix>. A certificate of successful completion will be generated for each course. Copies of the certificates shall be faxed to the Information Security Officer (ISO), [REDACTED] at [REDACTED], and to the COTR. Completion of these training courses is required on an annual basis based on the VA's fiscal year.

d. If deemed required under this agreement, the Contractor shall be considered part of the Department of Veterans Affairs (VA) for purposes of 38 U.S.C. §§ 5701 and 7332. Its employees may have access to patient medical records to the extent necessary to perform this contract. Notwithstanding any other provision of this agreement, the Contractor and its employees may disclose patient records and individually-identified patient information, including information and records generated by the Contractor in performance of this agreement, only pursuant to explicit disclosure authority from VA.

e. The VA may provide Contractor and subcontractor employees with access to VA automated patient records maintained on VA computer systems only to the extent and under the same conditions and requirements as VA provides access to these records to its own employees.

f. All Contractor personnel and any subcontracted employees, if applicable, accessing the VISTA system will be required to sign and abide by all VA security policies, and applicable VA confidentiality statutes, 38 U.S.C. §5701, 38 U.S.C. §7332, and the Privacy Act, 5 U.S.C. §552a. The VA will provide access applications and security agreements. Contractor shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality. Due to the confidential nature of medical reports, all transcription must be completed in areas that provide reasonable security. All documents are confidential and are protected under the Privacy Act of 1974, as amended. All vendor personnel shall be required to observe the

requirements imposed on sensitive data by law, federal regulations, VA statutes and policy, DM&S policy and the associated requirements to insure appropriate screening of personnel.

g. If deemed required under this agreement, the database utilized by the Contractor, the adverse drug event reports provided to the Contractor by VA, and documents created from analyzing this database, the adverse drug event reports, and patient medical records are medical quality assurance records protected by 38 U.S.C. § 5705, its implementing regulations at 38 U.S.C. §§ 17.500-511 and VHA Directive 20028-04377, Quality Management (QM) And Patient Safety Activities That Can Generate Confidential Documents. These records may be disclosed only as authorized by § 5705 and the VA regulations. Disclosure of these records in violation of § 5705 is a criminal offense under 38 U.S.C. § 5705(e).

h. If deemed required under this agreement, the treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records - VA (24VA136).

i. All quality data maintained by the Contractor and/or its employees shall be shared with designated Service Line Staff.

j. No VA data is permitted to be stored on portable media, including but not limited to flash drives, CDs/DVDs, external hard drives, etc., without obtaining a waiver. Waiver request forms can be obtained from the VAPHS Information Security Officer. Any portable media which is granted approval to be utilized by the Contractor under this contract must be encrypted in accordance with the security requirements identified in FIPS 140-2. Only flash drives and encryption software explicitly approved by the VA may be used if granted a waiver.

k. No VA data is permitted to be stored on a desktop or laptop computer hard drive. Use of any portable computer under this contract must be approved by the ISO and the computer's hard drive must be encrypted in accordance with FIPS 140-2.

i. Non-VA equipment is not permitted to be connected to the VA network without prior approval. If a laptop or desktop computer must be connected, a security check must be completed by the VAPHS IT Staff. If unapproved equipment is detected, it will be immediately disconnected from the network.

m. If remote access is required in order to perform the work in this contract, a VPN request form must be completed and approved by the COTR, the VAPHS CIO, and submitted to the ISO. The account will be given access only to the IP addresses required by this contract. The contractor will make every attempt to use the VA's RESCUE software in order to remotely connect to the VA network. If RESCUE cannot be used to perform the required tasks, then a waiver request must be submitted in order to use the One-VA VPN software in lieu of RESCUE. The only approved method of

remotely connecting to any device on the VA network is through the One-VA VPN gateway using RESCUE or, if a waiver is obtained, the One-VA VPN software.

n. Contractor personnel are not permitted to have administrative rights on a VA server without an approved waiver. Contractor personnel must work with the local VA IT staff to perform administrative functions. A waiver will only be granted in cases in which this is not possible or not feasible. The waiver must be approved by the VAPHS CIO and submitted to the ISO.

HHS/OIG LIST OF EXCLUDED INDIVIDUALS/ENTITIES CHECK:

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security act regarding federal health care programs, the Contractor is required to check the Health and Human Service (HHS) – Office of Inspector General (OIG), List of Excluded Individuals/Entities on the OIG Website www.hhs.gov/oig for each person providing services under this contract. Further the contractor is required to certify in his proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract, the contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

CONTRACTOR CERTIFICATION (IMMIGRATION)

The Contractor shall comply with all applicable immigration laws, rules and regulations, including but not limited to the Immigration and Nationality Act of 1952, as amended and shall prior to performance under this Contract execute the Contractor Certification – Attachment 1, Section J, incorporated herein.

REGISTRATION WITH CONTRACTOR PERFORMANCE SYSTEM (CPS)

(a) 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 \$100,000, and shares those evaluations with other Federal Government Contract Specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance System (CPS), which is maintained by the National Institutes of Health (NIH). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.

(b) Each Contractor whose contract award is estimated to exceed \$100,000 is required to register with the NIH CPS database at the following web address: <https://cpscontractor.nih.gov>. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-1@list.nih.gov) or by calling (301) 451-2771. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.

(c) For contracts with a period of one year or less, the Contracting Officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the Contracting Officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPS to the Contractor's designated representative for comment. The Contractor representative will have thirty (30) days to submit any comments and re-assign the report to the VA Contracting Officer.

(d) Failure to have a current registration with the NIH CPS database, or to re-assign the report to the VA Contracting Officer within those thirty (30) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

AVAILABILITY OF FUNDS DURING A CONTINUING RESOLUTION

Funds are not presently available for performance under this contract beyond _____ (insert current CR expiration date – 10-31-09 but will likely be extended). The Government's obligation for performance of the 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 _____ (insert current CR expiration date), 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.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR	JUL 2005

	POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR	DEC 2007
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND	APR
1984		
	DEVELOPMENT CONTRACTS	
52.232-17	INTEREST	OCT 2008
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002

	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE V (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

I.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of Clause)

I.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541720 assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

**1.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or

suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.7 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

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

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of Clause)

I.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 Sept 30, 2010. 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 Sept 30, 2010, 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)

I.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/ she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having

coverage for a limit as required by the laws of the State of Pennsylvania. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

I.10 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

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

I.11 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT # 1

CONTRACTOR CERTIFICATION

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

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

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

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

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$7 MILL.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

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

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

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

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

(End of Provision)

FAR NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.237-1	SITE VISIT	APR 1984

L.3 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

L.4 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

L.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed-Price Research and Development contract resulting from this solicitation.

(End of Provision)

L.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) 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: Zenaida Delgado

Hand-Carried Address:

Department of Veterans Affairs
Philadelphia VA Medical Center (90C)
3900 Woodland Ave
Philadelphia PA 19104

Mailing Address:

Department of Veterans Affairs
Philadelphia VA Medical Center (90C)
3900 Woodland Ave
Philadelphia PA 19104

(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)

PINK (1)

BOARD OF SUPERVISORS OFFICIAL COPY

BA FORM 09/09

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 060

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

FEB. 29, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2011 - 12

4 - VOTES

SOURCES

CHIEF EXECUTIVE OFFICER
A01-AO-90-9031-10100
REVENUE - FEDERAL-GRANTS

INCREASE REVENUE - \$30,000

USES

CHIEF EXECUTIVE OFFICER
A01-AO-2000-10100
SERVICES AND SUPPLIES

INCREASE APPROPRIATION - \$30,000


SOURCES TOTAL: \$ 30,000

USES TOTAL: \$ 30,000

JUSTIFICATION

APPROPRIATION ADJUSTMENT WILL PROVIDE FUNDING FROM THE UNIVERSITY OF PENNSYLVANIA FOR RESEARCH SUPPORT FOR THE NATIONAL CENTER ON HOMELESSNESS AMONG VETERANS

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES



AUTHORIZED SIGNATURE GILES QUAN

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

11 MAR 20 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- ACTION
- RECOMMENDATION

AUDITOR-CONTROLLER

BY *Karen Shikuma*

B.A. NO. 127

March 1 20 12

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY *[Signature]*

3/1 20 12