COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
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MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

December 17, 2013

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 December 17, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL TO ACCEPT A GRANT FROM THE DEPARTMENT OF VETERANS AFFAIRS
AND
APPROVAL OF AN APPROPRIATION ADJUSTMENT
FOR FISCAL YEAR 2013-2014
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)

SUBJECT

Acceptance of a grant agreement from the Department of Veterans Affairs to implement an intensive Housing First Assertive Community Treatment program intended to assist chronically homeless mentally ill Veterans residing in Los Angeles County and approval of a request for appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Accept the attached grant agreement (Attachment I) with the Department of Veterans Affairs (VA) awarding a grant of up to $2,889,600, to implement an intensive Housing First Assertive Community Treatment Program. The term of the grant agreement is September 30, 2013 to September 29, 2018.

2. Authorize the Director of Mental Health to execute the attached grant agreement (Attachment I), effective September 30, 2013.

3. Delegate authority to the Director of Mental Health, or his designee, to execute amendments to the grant agreement, including to accept additional funding of up to 25 percent, to extend the term of

the grant agreement for up to two years, and to make minor alterations to the project scope, provided that the Department of Mental Health (DMH) provides ten days advance notification to your Board and Chief Executive Office (CEO), including DMH's report on its ongoing plan to meet the requirements for the grant award, and any grant agreement changes are approved by County Counsel.

4. Authorize DMH to fill 6.0 full-time equivalent (FTE) grant funded ordinance positions as detailed in Attachment II, pursuant to Section 6.06.020 of the County Code and subject to allocation by the CEO.

5. Approve the Request for an Appropriation Adjustment (Attachment III) for Fiscal Year (FY) 2013-14 in the amount of $450,000 to increase Salaries and Employee Benefits (S&EB), in the amount of $236,000 and Services and Supplies (S&S) in the amount of $214,000 to provide spending authority to implement the Housing First Assertive Community Treatment Program funded by the federal VA grant award.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to accept a Federal VA grant award totaling $2,889,600, and execute the attached grant agreement (Attachment I), for an intensive Housing First Assertive Community Treatment (Housing First ACT) Program, and provide mental health services to chronically homeless mentally ill Veterans residing in Los Angeles County. Through this program, DMH will outreach and engage chronically homeless mentally ill Veterans, secure housing for those Veterans authorized by the VA for acceptance into the program, and provide critically needed intensive services, including mental health and case management, to address issues around trauma and isolation commonly experienced within this population.

On September 30, 2013, the VA notified DMH of the grant award as the outcome of a competitive application process. The grant agreement is effective September 30, 2013, and requires implementation of the Housing First ACT Program to begin on
December 18, 2013, per the grant requirements.

Implementation of Strategic Plan Goals

The recommended Board actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total Federal VA grant award, up to $2,889,600, will be allocated annually per Federal Fiscal Year (October 1 through September 30) in the respective amounts of $600,000, $662,400, $700,800, $525,600, and 400,800. The Federal VA grant will be renewed annually each Federal Fiscal Year and is subject to the availability of federal funds.

The Request for Appropriation Adjustment in the amount of $450,000, will increase S&EB in the amount of $236,000 to fund 6.0 FTE grant funded positions, and S&S in the amount of $214,000, to implement the Housing First ACT Program, fully funded by the Federal VA grant award. The federal VA grant award will fully fund the direct service costs. The indirect costs will be provided through

existing departmental resources.

Funding for future fiscal years will be included in DMH's annual budget request process.

There is no net County cost impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 30, 2013, DMH received notification from the VA of a grant award in the amount of $ 2,889,600, for the Housing First ACT Program. This program is a partnership between the U.S. Department of Housing and Urban Development (HUD) and the VA Supportive Housing program to place and maintain Veterans in permanent, community based housing using HUD Section 8 Housing Choice Vouchers that are paired with ongoing case management services. This award is renewable for up to five years, subject to the availability of federal funds and satisfactory progress of the program. The Quality Assurance Surveillance Plan for this grant is attached (Attachment IV) for your reference.

The grant agreement requires services be directed to eligible chronically homeless mentally ill Veterans for whom such care is specifically authorized by the VA. DMH will significantly expand outreach efforts for chronically homeless Veterans suffering with mental health issues, including those with substance abuse and those being released from jails. Once engaged, DMH will provide extensive housing placement and case management services through this grant to 50 Veterans in the base year of the contract. DMH will provide these services under the Adult System of Care Bureau's Veterans and Loved Ones Recovery (VALOR) program, augmenting VALOR to include the initiation and delivery of the required Housing First ACT Program services.

The VALOR Housing First ACT team will outreach, engage and house chronically homeless, mentally ill Veterans, approved by the VA for receipt of HUD Section 8 Housing Vouchers and provide needed mental health and case management services Generally, statistics indicate that chronically homeless mentally ill Veterans are unemployed or under-employed, victims of suicide, engaged in domestic violence, abuse substances, excessively frequent emergency medical services, or are incarcerated as a result of some disturbance or lack of behavioral judgment necessary to remain in the community. They are a vulnerable population; the most challenged by transitioning back into civilian life.

Acceptance of this grant award and execution of the grant agreement will allow the DMH VALOR Housing First ACT team to assist Veterans with obtaining housing in any area served by the VA Greater Los Angeles Healthcare System, based on the veteran's preference and housing availability. VALOR's Housing First ACT team will work with Veterans and families of Veterans with challenges such as severe mental illness, chronic and current substance abuse, and serious medical problems. VALOR Housing First ACT staff will use VA approved forms, formats, and processes.
The grant agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of VA grant award and approval of the grant agreement for the Housing First ACT Program will ensure that integrated mental health services will be provided to chronically homeless

mentally ill Veterans residing in Los Angeles County.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

MJS:CW:CM:LC

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT I

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

1 REQUISITION NO	PAGE 1 OF

2 CONTRACT NO	3 AWARD/EFFECTIVE DATE	4 ORDER NO.	5 SOLICITATION NUMBER	6 SOLICITATION ISSUE DATE
[illegible]	[illegible]		[illegible]	

7. FOR SOLICITATION INFORMATION CALL:	a NAME	b TELEPHONE NO (No Collect Calls)	8 OFFER DUE DATE/LOCAL TIME
	CHELSEA BLACK	[illegible]	1100pm (PST)

9. ISSUED BY CODE 00262

Department of Veterans Affairs
Network Contracting Office 22
1811 Airport Plaza Drive
Suite #600
Long Beach CA 90815

10. THIS ACQUISITION IS

X UNRESTRICTED OR ___ SET ASIDE: ___ % FOR.

___ SMALL BUSINESS

___ HUBZONE SMALL BUSINESS

___ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

___ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

___ EDWOSB

___ 8(A)

NAICS: 624229

SIZE STANDARD: $14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

___ SEE SCHEDULE

12 DISCOUNT TERMS

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

13b RATING N/A

14. METHOD OF SOLICITATION

___ RFQ ___ IFB X RFP

15. DELIVER TO CODE

Department of Veterans Affairs
Network Contracting Office 22
1811 Airport Plaza Drive
Suite #600
Long Beach CA 90815

16. ADMINISTERED BY CODE 00262

Department of Veterans Affairs
Network Contracting Office 22
1811 Airport Plaza Drive
Suite #600
Long Beach CA 90815

17a. CONTRACTOR/OFFEROR CODE ___ FACILITY CODE ___

LOS ANGELES, COUNTY OF
DEPARTMENT OF MENTAL HEALTH

550 S VERMONT AVE FL 12

LOS ANGELES CA 900201912

TELEPHONE NO. DUNS: 104277942 DUNS+4:

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

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971

Austin TX 78714-9971

PHONE: FAX:

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

___ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED SCHEDULE OF SUPPLIES OR SERVICES				

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $0.00

X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE ___ ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ___ ARE ___ ARE NOT ATTACHED

X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. ___ OFFER DATED ___ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
Marvin J. Southard, Director	9/30/13	Chelsea Black Contracting Officer	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA
(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00262 Chelsea Black
Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite #600
Long Beach CA 90815

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

[] 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X Monthly]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

SCHEDULE OF SUPPLIES/SERVICES AND PRICE/COST

Contractor shall be responsible for providing all labor, supervision, housing, and supplies necessary for the performance of the contract. The rate submitted shall be an all-inclusive rate. The number of quantities specified is an estimate and is subject to change.

Each Contract Year is based on a 12 months.

I. BASE YEAR: ___09/30/2013_____TO_____09/29/2014_____

(Contracting Officer will insert the date upon award)

Item No.	Description	Est. Qty.	Unit	Unit Price Per Month	Est. Extended Total Price per Month	Est. Extended Total per Year
1	High Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	50 Vouchers	EACH	$1000.00	$50,000.00	$600,000.00
	TOTAL BASE YEAR	$600,000.00				

II. OPTION YEAR ONE: 09/30/2014 TO 09/29/2015

(Contracting Officer will insert the date upon award)

Item No.	Description	Est. Qty.	Unit	Unit Price Per Month	Est. Extended Total Price per Month	Est. Extended Total per Year
1	High Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	42 VOUCHERS	EACH	$1000.00	$42,000.00	$504,000.00
2	Standard Case Management and Housing Services-Per Enrolled Veteran Per Month	22 VOUCHERS	EACH	$600	$ 13,200.00	$158,400.00
	TOTAL OPTION YEAR 1	$662,400.00				

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III. OPTION YEAR TWO: ____09/30/2015 _____TO_____09/29/2016_____

(Contracting Officer will insert the date upon award)

Item No.	Description	Est. Qty.	Unit	Unit Price Per Month	Est. Extended Total Price per Month	Est. Extended Total per Year
1	High Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	40 VOUCHERS	EACH	$1000	$40,000.00	$480,000.00
2	Standard Case Management and Housing Services-Per Enrolled Veteran Per Month	24 VOUCHERS	EACH	$600	$14,400.00	$172,800.00
3	Low Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	16 VOUCHERS	EACH	$250	$4000.00	$48,000.00
	TOTAL OPTION YEAR 2	$700,800.00				

IV. OPTION YEAR THREE: ___09/30/2016_____TO____09/29/2017_____

(Contracting Officer will insert the date upon award)

Item No.	Description	Est. Qty.	Unit	Unit Price Per Month	Est. Extended Total Price per Month	Est. Extended Total per Year
1	High Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	30 VOUCHERS	EACH	$1000	$ 30,000.00	$360,000.00
2	Standard Case Management and Housing Services-Per Enrolled Veteran Per Month	18 VOUCHERS	EACH	$600	$10,800.00	$129,600.00
3	Low Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	12 VOUCHERS	EACH	$250	$3000.00	$36,000.00
	TOTAL OPTION YEAR 3	$525,600.00				

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V. OPTION YEAR FOUR: _____09/30/2017_____TO____09/29/2018_____

(Contracting Officer will insert the date upon award)

Item No.	Description	Est. Qty.	Unit	Unit Price Per Month	Est. Extended Total Price per Month	Est. Extended Total per Year
1	High Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	23 VOUCHERS	EACH	$1000	$23,000.00	$276,000.00
2	Standard Case Management and Housing Services-Per Enrolled Veteran Per Month	14 VOUCHERS	EACH	$600	$8400.00	$100,800.00
3	Low Intensity Case Management and Housing Services-Per Enrolled Veteran Per Month	8 VOUCHERS	EACH	$250	$2000.00	$24,000.00
	TOTAL OPTION YEAR FOUR	$400,800.00				

NOTE: The per diem rate established will be an all-inclusive rate. The VA shall not pay for services not provided by the Contractor. The definition of High Intensity, Standard, and Low Intensity Case Management is stated in the solicitation in the reference section. Not all vouchers are unique from year to year. 400 new Intensive Case Management vouchers shall be added each year. The remaining vouchers in the Standard and Low Intensity case management are those that have been graduated from the prior year(s) Intensive level of case management.

MINIMUM AND MAXIMUM QUANTITIES ARE FOR EACH (BASE OR OPTION) YEAR FOR ALL AWARDED CONTRACTS WHEN COMBINED.

Yearly Minimum Amount: $5000.00

Yearly Maximum Amount: $10,000,000.00

B.3 STATEMENT OF WORK

1. BACKGROUND/OVERVIEW

1.1 The U.S. Department of Veterans Affairs (VA) is seeking a contractor to assist with the provision of housing placement and case management services through the HUD-VASH program. The program is a partnership between the U.S. Department of Housing and Urban Development (HUD) and the VA Supportive Housing (VASH) program to place and maintain homeless Veterans in permanent, community based housing using HUD Section 8 Housing Choice Vouchers that are paired with ongoing VA case management services. Many of these Veterans have co-morbid conditions that include serious mental illnesses, substance abuse disorders, and other serious medical conditions. VA intends to engage a Contractor to provide housing placement services and on-going case management to VA referred Veterans and their families. (See reference section 39 for a definition of a HUD-VASH Veteran family)

1.2 Contractors that are interested in providing these services should be aware that HUD-VASH is a national program serving Veterans and their families throughout the country. This program continues to expand and has become one of the largest VA interventions to assist homeless Veterans. It represents one of VA's most significant efforts to achieve the President's goal of ending homelessness among Veterans. To be eligible for the HUD-VASH program, Veterans must:

1.2.1 Be eligible for VA health care as determined by the local VA medical center

1.2.2 Be determined to be homeless based on McKinney-Vento Act definitions (see Reference section 39 for additional information) by the local VA medical center HUD-VASH program with every effort made to identify and serve the most chronically homeless and vulnerable Veterans.

1.3 The target population for the HUD-VASH case management contract shall include the chronically homeless Veteran who is the most vulnerable and has severe mental health problems. Veterans may also have physical health problems and/or Substance Use Disorders (SUD), with frequent emergency room visits, multiple treatment failures, and limited access to other social supports. (See Section 39 for a definition of severe mental health problems)

1.4 The following populations need to be considered for admission into HUD-VASH:

1.4.1 Chronically homeless with children in their custody.

1.4.2 Chronically homeless potentially getting custody of their children.

1.4.3 Chronically homeless Veterans who are either women, disabled or served in OEF, OIF, or OND.

1.4.4 Other chronically homeless individuals not in the preceding groups.

1.4.5 The HUD-VASH Program shall to be reserved for chronically homeless Veterans with serious mental health problems who have few resources and require long-term case management to either obtain and/or maintain permanent supportive housing.

1.5 In addition to targeting the most vulnerable homeless Veterans, HUD-VASH seeks to utilize a Housing First approach to working with Veterans to ensure rapid housing placement and stabilization. Housing First is an approach that centers on providing homeless individuals with housing quickly and then providing services and treatment as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing.

1.6 The contractors shall offer Assertive Community Treatment (ACT) services. ACT is a community based, interdisciplinary team approach to providing treatment and services to clients with severe psychiatric disorders. These clients may also have alcohol or other substance abuse problems. The ACT team typically brings treatment and support services to clients in their own environment, such as their apartment, or in other community based locations that are comfortable for the client. A key goal of ACT team services is to provide continuity of care, particularly for clients with long histories of fragmented or regularly interrupted treatment and services from a variety of systems, such as medical, mental health, addiction or criminal justice systems. ACT teams provide highly individualized services and care at the client's pace with a focus on problem solving in support of community integration and the development of a meaningful and productive life.

1.7 Through this contract initiative, the VA seeks to expedite the placement of eligible homeless Veterans and their families in affordable, permanent housing and assist them in maintaining housing thereafter. This housing must meet the criteria for inclusion in HUD's Section 8 Housing Choice Voucher program. Contractors are not expected to provide housing as part of this contract, but they are expected to have appropriate staff and resources in place to assist Veterans in finding acceptable community based housing in a timely manner that meet Section 8 criteria. Housing inspections are conducted by the local Public Housing Authority or its agent. [See Reference section for additional information on housing inspections.]

1.7.1 **PERIOD OF PERFORMANCE:** The period of performance for this contract will be for a Base Year plus four (4) Option Years.

1.7.2 **CONTRACT TYPE:** IDIQ, Firm Fixed Price.

1.7.3 **PLACE OF PERFORMANCE:** Performance will occur at the Contractor's location and Greater Los Angeles VA unless otherwise required by work requirements listed in the Statement of Work.

1.7.3.1 VA VISN 22 geographic areas included in this contract include the following VA medical center's catchment areas. The counties/cities indicated below are based on particular geographic allocation of Vouchers:

VA Greater Los Angeles Healthcare System (GLA)-San Luis Obispo, Kern county, Santa Barbara County, City of Oxnard, City of Pasadena, Los Angeles City and Los Angeles County.

1.7.4 **CONTRACT AWARD MEETING:** The Contractor shall not commence performance on the tasks in the awarded Statement of Work until the Contracting Officer has conducted a kick off meeting or has advised the Contractor that a kick off meeting is waived.

1.7.5 **GOVERNMENT FURNISHED PROPERTY:** Government furnished property will not be provided to the Contractor. All equipment required by the Contractor will provided at their expense.

1.7.6 **METHOD OF INSPECTION AND ACCEPTANCE:** The Contracting Officer's Representative (COR) will evaluate all deliverables submitted. The COR is responsible for certifying invoices for payment only for deliverables received and deemed acceptable by the COR. A Quality Assurance Surveillance Plan will be used by the COR to measure performance success and/or failure.

1.7.7 VA Liaisons will be identified by the HUD-VASH program at each site. They will act as the clinical liaison for all client related issues between the Contractor and the VA homeless team. They will provide clinical oversight. They will not provide direct clinical supervision.

2. GENERAL REQUIREMENTS

2.1 Contractor services shall be furnished to eligible beneficiaries for whom such care is specifically authorized by the referring VA. Responsibilities shall include, but not be limited to:

2.1.1 Contractor shall assist Veterans with obtaining housing in any area served by the VA Greater Los Angeles Healthcare System, based on Veteran preference and housing availability.

2.1.2 Contractor shall work with Veterans and their families with a wide range of backgrounds and bio psychosocial challenges and vulnerabilities including, but not limited to, severe mental illness, chronic and current substance abuse, and serious medical problems.

2.1.3 Veterans shall be screened by the contractor who must complete VA approved screening and admission notes in the VA medical record including but not limited to a screening/admission note, release of information forms, housing service agreement, clinical reminders, suicide risk assessment, and safety plan, etc. Contractor shall document using the DAP (Data, Assessment, Plan) format for all clinical notes.

2.1.4 Contractor shall accompany Veterans to Public Housing Authority (PHA) interview meetings, voucher session briefings, medical appointments, and other appointments as needed while working with Veterans to foster independence and a sense of self-determination.

2.1.5 Contractor shall participate in and coordinate with the VA Contracting Officer's Representative (COR)/ Liaison during weekly case conferences regarding updates and changes in Veterans' care plans to foster a collaborative relationship with the VA and Contractor in meeting Veterans' needs. Case conferencing may be done in person or by telephonic conference calls as determined by the VA COR.

2.1.6 Per requirements of this contract, 100% of the Veterans enrolled into the HUD-VASH program must meet HUD's definition of "chronically homeless". A minimum of 88% of Veterans receiving case management services must be housed at the end of the fiscal year. These percentages may change in subsequent years. A fiscal Year is October 1 of any given year through September 30. Contractor shall comply with any future changes to these requirements.

2.1.6.1 A minimum of 90% of Veterans receiving case management services shall be housed within 90 days or less from date of admission into program. A minimum of 90% of Veterans receiving VASH case management services shall remain housed for a minimum

of one year. Discharge from the VASH program will only occur with the concurrence of the VA.

2.2 CONTRACTOR OUTREACH/CASE MANAGEMENT DUTIES

2.2.1 Contractor shall have procedures in place to ensure Veterans have access to case management services twenty-four (24) hours per day, seven (7) days per week, which shall include crisis management and referrals. Contractor shall ensure consistency of case management services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions.

2.2.2 Contractor shall have adequate and appropriate space available at the Contractor location for the VA staff to conduct group meetings with the Veterans under contractor care. Contractor shall also have the ability to place staff at VA facilities to provide access to Veterans. Contractor shall submit a weekly tracking sheet approved by the COR/Liaison that provides status updates (screenings, admissions, discharges, case management interventions and other fields as approved by the COR/Liaison).

2.2.3 OUTREACH AND SCREENING DUTIES INCLUDE:

2.2.3.1 Contractor shall target hard to reach homeless Veterans through community outreach activities, identify eligible Veterans through point in time counts and engage other service providers to complete referrals. Once identified, Veterans will be thoroughly screened prior to admission into the program. It is understood that the contractor will screen more Veterans than meet admission criteria.

2.2.4 CASE MANAGEMENT DUTIES INCLUDE:

2.2.4.1 Engage the Veteran in the HUD-VASH process and take responsibility for interviewing, counseling and case management of identified Veterans who are at risk; providing psychosocial assessments to identify treatment needs which affect the Veteran's adjustment to their environment, and establish treatment goals;

2.2.4.2 Utilize counseling strategies to include crisis intervention and case management including both short and long-term services working toward long range HUD-VASH Program discharge goals.

2.2.4.3 Screen each Veteran for suicidal and homicidal risk with each contact. This screening shall be documented in progress notes, suicide risk assessments, and safety plans. Contactor shall document the aforementioned in the VA medical record. If the Veteran is a danger to him/herself or others, the Contractor shall take immediate steps to provide appropriate intervention. Crisis management shall be coordinated and executed by the contractor and shall be reported to the VA COR and other VA staff in accordance with Section 8-Contractor Reporting Requirements.

2.2.4.4 Complete Mental Health Treatment Plan in the VA medical record and act as the Mental Health Treatment Coordinator for all admitted Veterans.

2.2.4.5 Facilitate the Veteran's involvement in therapeutic and work restoration programs intervening and advocating on behalf of the Veteran.

2.2.4.6 Assess the psychosocial and environmental needs or dysfunction secondary to or exacerbating the social, substance or psychiatric problems, which might contribute to readjustment to the community. Formulate case-management treatment goals and plans that address identified needs,

stressors and problems and review the current Housing Stabilization Plan and goals when there is a significant change in the Veteran's status or at a minimum every 6 months.

2.2.4.7 Conduct high-risk screening, psychosocial assessment and Housing Stabilization planning; actively involving the Veteran and their family or significant others, in coordination with the team members, based on the psychosocial assessments, including goals for clinical treatment;

2.2.4.8 Contractors shall provide direct mental health and substance abuse counseling within their scope of practice and assist in securing available VA services. The Contractor shall also facilitate the Veteran's involvement in therapeutic and work restoration programs, such as Transitional Work Experience (TWE), as appropriate.

2.2.4.9 Contractor shall integrate Housing Stabilization planning with relevant VA health and mental health services. Contractor shall refer and provide access to VA Medical Facilities, VA Regional Offices, and community-based agencies for a variety of services that may include health care, entitlements, vocational assistance, education, recreation, and any other needed assistance.

2.2.4.10 Contractor shall have procedures in place to ensure clients have 24/7 access to live person-to-person case management services which shall include crisis management and referral.

2.2.4.11 Utilize a Critical Time Intervention (CTI) model for case management as described in the following link: http://www.criticaltime.org/model-detail/. The principal goal of CTI is to prevent recurrent homelessness and other adverse outcomes during the period following placement into the community from shelters, hospitals, and other institutions. CTI accomplishes this in two (2) primary ways: by strengthening the individual's long-term ties to services, family, and friends; and by providing emotional and practical support during the critical time of transition.

2.2.4.12 The Contractor will provide a level of intensity of services that matches the needs of the Veteran. A comparable evidenced based case management approach may also be used. The expectations for case management visits are as follows:

a. Intensive phase (months 1-3) –minimum of weekly visits with Veteran must occur
b. Stabilization phase (months 4-7) – a minimum of twice a month visits
c. Maintenance phase (months 8-12) – a monthly visits

2.2.4.13 In all phases, there should also be evidence of contacts with individuals and agencies engaged to support Veterans' housing and recovery needs. The number of Veteran visits per month will be based on the joint clinical case conference with VA liaison. No changes in visit schedule will occur without concurrence from VA liaison. Visits may occur either at the Veteran's residence, at another location agreeable to the Veteran, or in the course of accompanying Veterans to appointments. Phone contacts, while an acceptable way to communicate with a Veteran, are not considered visits in meeting the minimum monthly visit requirements in each phase. There shall be at least one visit per month to the Veteran's residence to assess the Veteran's clinical and environmental safety and housing stability, particularly in the Intensive and Stabilization phases of service delivery.

2.2.4.14 Housing First Acuity Scale:

High intensity	Multiple treatment failures, frequent ER visits, active mental health and or addiction symptoms, safety issues, limited support network	1-2 times a week until stable
Standard	New to the program, housed less than 6 months, still progress with recovery	Weekly to twice a month contact assisting with housing location and stabilization. Also addressing treatment engagement
Low intensity	Housed 6 months or longer, fully engaged with primary care and mental health, adequate community supports	Once a month to promote full community reintegration

2.2.4.15 Case Management Ratios:

2.2.4.15.1 Assertive Community Treatment 10:1

2.2.4.15.2 Intensive Case Management and/or Critical Time Intervention 15:1, 25:1

2.2.4.15.3 Contractors are encouraged to adopt 'hybrid and/or tiered' approaches where different levels of service intensity are matched with different levels of client need based on the acuity matrix and input from VAMC.

2.3 CONTRACTOR HOUSING PLACEMENT DUTIES

2.3.1 Develop with the Veteran and VA COR an Individual Housing/Service Plan to be written and signed by all parties within 2 weeks of program admission. A review of the Individual Plans shall occur every 90 days in a clinical meeting with VA COR.

2.3.2 Consult with the VA COR and Veteran regarding any changes in the Individual Plan and receive VA approval for any discharge from the program.

2.3.3 Provide hands-on assistance to enable the Veteran to find appropriate housing including, but not limited to, helping with the housing search and the process of moving in; transporting the Veteran to view housing options as needed; developing property lists of safe, decent, and stable housing units including use of on-line resources; obtaining pre-inspections and other inspections; and assist the Veteran as they obtain necessary amenities (such as furniture and household items) to establish a household. (NOTE: VA does not have the authority to provide furniture and household items nor is it the intent for the Contractor to provide these items. The intent is to assist the Veteran (if needed) as they set up their new residence.)

2.3.4 Contractor shall work with the PHA to streamline the voucher application process, assist Veterans in obtaining the needed documentation required by the Public Housing Authority (PHA) to include, but not limited to, birth certificates, driver's license, income verification and any additional information required by the PHA and/ or the potential landlord. Assistance shall include helping the Veteran complete and submit applications to request or obtain documentation and obtain the Veterans' signed Release of Information indicating permission for information exchange with PHAs and other community agencies.

NOTE: Examples of this kind of exchange would be notification of appointments, notification of additional needed documentation, or resolving concerns or issues.

2.3.5 Accompany Veteran to all public housing authority appointments and voucher sessions; and attend all subsequent meetings between the Veteran and housing authority including annual certifications, briefings, and interim appointments. Contractor shall assist Veteran complete and submit PHA and other Federal, local and State entitlement programs paperwork (e.g. Social Security, food stamps, utility assistance, etc.). Contractor shall accompany/ensure that the Veteran gets to voucher session as collaboratively determined by the core team/contract staff. If unable to accompany the Veteran, the contractor shall document the efforts made to accommodate Veteran's attendance through staff notes.

2.3.6 Advocate with potential landlords on behalf of the Veteran to secure a lease and advise any potential landlords that the contractor shall be providing assistance and case management services to the Veteran once they are housed. Contractor shall ensure that the Veteran has completed the VA release of permitted information so communication between the landlord, Contractor, and VA can occur as needed.

2.3.7 Develop the budget and assist the Veteran in securing the necessary funding for move-in costs, not limited to accessing outside funding for all deposits, including utility deposits.

2.3.8 Assist the Veteran in completing utility applications including electricity, gas, water, etc., and request low income service. Assist Veteran in making calls to utility providers to ask questions and resolve issues (including turning off or transferring utilities), ensure the Veteran is paying rent and utility bills in a timely manner and provide budgeting/money management assistance as needed.

2.3.9 Assist Veterans in applying for all eligible benefits, both VA and non-VA, including but not limited to (e.g.) Veteran's Benefits Administration (VBA), Employment development Department (EDD), Social Security Administration (SSA), etc.

2.3.10 Performing site visits of HUD-VASH apartments to ensure that Veterans reside in safe and healthy residences.

3. HOUSING FIRST/ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM

3.1 "Housing First – Assertive Community Treatment" (HF-ACT) specifications:

3.2 In addition to the requirements listed under Section 2 (General Requirements), the Contractor will also provide the following:

3.2.1 Demonstrate the capacity to provide ACT Team services by providing a combination of staff to supplement case management such as:

3.2.1.1 Community based mental health care by a psychiatrist or mental health nurse practitioner

3.2.1.2 Credentialed addiction specialists

3.2.1.3 Peer specialists

3.3 Contractor will ensure that sufficient staff is available to provide the documented needs of the Veterans as well as the ability to make home visits consistent with Housing Stabilization Plans and the needs of the Veteran.

3.4 Contractor will ensure consistency of ACT team services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions in keeping with the HF-ACT model.

3.5 Attend or participate in VA HF-ACT program training meetings or conferences as requested by VA based on local, network and national requirements.

3.6 Comply with additional documentation and/or data reporting for the HF-ACT as requested or required by VA based on changing or subsequent local, VISN or national HUD-VASH program requirements.

4. ADMISSIONS/ REFERALS

4.1 Veterans enter this program by being on the VASH Interest List and referred by the VA as eligible for the program or through Community Outreach conducted by the Contractor and approved by the VA as eligible for VA health care and meeting HUD-VASH criteria including chronically homeless criteria as defined by HUD. Entrance into the VASH program must be approved by the VA in consultation with the Contractor in accordance with program policies.

4.2 Cases shall include Veterans newly admitted into the HUD/VASH program and/or Veterans currently enrolled in the program. Admissions MUST be approved by the VA. Contractor is also responsible for conducting and assisting with outreach to acquire new referrals. Veterans may be currently homeless, or already housed by the VA HUD-VASH program and in need of ongoing community based case management services.

5 ENDING CASE MANAGEMENT SERVICES

5.1 Graduation from case management is a goal of the program in order to help the Veteran achieve optimal functioning and the ability to live independently in the community. Some Veterans are able to achieve this goal more quickly than others. Case managers, in consultation with the Veteran, determine if the Veteran achieves this milestone. Follow up after graduation may consist of periodic check-in, and participation in alumni groups and social activities.

5.2 A Veteran family that no longer needs case management, as determined by the VA liaison, may still be eligible for rental assistance under the voucher program. In cases where case management is no longer needed and the Veteran family remains below the income limits, PHA may use one of its own vouchers, if available, to continue assisting this family and free up a voucher for another HUD-VASH eligible family. If a regular voucher is not available, the Veteran family shall continue to utilize the HUD-VASH voucher. If a HUD-VASH voucher is switched to a regular voucher, the family is not subject to PHA's waiting list because the family is already a participant in PHA's HCV Program.

5.3 Veterans who do not meet the goals and objectives outlined in their housing case management plan must be re-assessed to determine any barriers to compliance. It is the responsibility of the case manager to work with the Veteran to eliminate the barriers, which may involve engagement issues, continued active use of substances, serious mental illness (SMI), or a history of violence. The case manager is expected to continue efforts to engage the Veteran, unless there is a risk to the safety of the case manager. It may require using Motivational Interviewing techniques to assist the Veteran in redefining goals and making needed changes to the housing and case management plan. It is also advised that consultation with facility Mental Health leadership, Police Service, other VA programs staff, such as SUD programs, Mental Health intensive case management (MHICM), or other homeless programs be utilized for assistance in determining alternative clinical treatment approaches.

5.4 In some instances, discharge from the HUD-VASH Program may be required if the Veteran refuses, despite all efforts, to engage in case management or is lost to contact. Veterans who choose to participate in behaviors that are adverse enough to result in eviction from the unit, or arrest may be terminated from case management and have the voucher revoked by PHA following the applicable laws and processes. It is highly recommended that the case manager always seek appropriate consultation with the VA COR on adverse events to determine the next course of action.

NOTE: Non-compliance with HUD-VASH does not necessarily lead to loss of the Section 8 HCV voucher. PHA rescinds the HCV if the Veteran no longer meets, or is non-compliant, with PHA requirements. The Veteran receives written notification from PHA of this action.

5.5 Case managers must document with a progress note and in the HOMES system when a Veteran leaves the program.

5.6 The number of Veterans discharged from the program, and the reason, must also be entered into the HUD-VASH data base each month. This is closely monitored and analyzed for the presence of any trends requiring further discussion with individual sites.

6. CONTRACTOR DISCHARGE REQUIREMENTS

6.1 Veterans will be discharged from the case management portion of HUD-VASH upon successful community reintegration. All discharges from case management must be approved by the VA HUD-VASH program. Veteran discharge from case management may be contingent upon the PHA's ability to supply a regular Section 8 Housing Choice voucher for the Veteran. A case conference meeting must be held with Contractor staff, VA COR, Veteran, and others as appropriate.

6.2 Contractor shall document in the VA medical record a discharge plan a minimum of one month prior to a Veteran's discharge. Discharge plan includes, but is not limited to, Veteran accomplishments, strengths, areas where support may still be required, support system, positive coping skills, and VA and community resources for Veteran to access, contact sheet for VA and community providers if help is needed in the future, etc.

7. VOUCHER PORTING

7.1 Contractors are responsible for two types of porting vouchers:

7.1.1 Within referring VAMC catchment area:

7.1.1.1 Veteran can live within the jurisdiction of another PHA within the referring VAMC catchment area if contractor can still provide case management.

7.1.2 Outside catchment area

7.2 For moves outside the referring VAMC catchment area, the contractor must determine that the new VAMC has a new HUD-VASH case management slot and that the new PHA has an available HUD-VASH voucher. HUD-VASH staff at the receiving VAMC agree that they can and will provide case management services.

7.3 The Contractor shall complete closing VA documentation and assure a smooth transition of the Veteran patient.

7.4 Contractors have the responsibility of administering HUD VASH case management services that are related to porting vouchers in accordance with HUD-VASH notices and are responsible for completing HUD-VASH portability forms available on the HUD website and appropriate VA HOMES forms.

7.5 VA shall be consulted prior to porting voucher to ensure a smooth transition.

8 CONTRACTOR REPORTING REQUIRMENTS

8.1 Contractor shall notify VA of any negative incident occurring with the Veteran within twenty-four (24) hours of being informed or aware of the incident, if not sooner. Contractor shall complete a written incident report within 24 hours of notification. The Contractor shall provide documentation, as required by the VA COR describing the incident, analysis of cause and effect, and corrective action taken. Incidents include but are not limited to: death, fire, drug/police raid, suicide/suicide attempt, 911 call (police/fire department/paramedics/ other), severe medical illness/emergency, severe psychiatric illness emergency, sexual assault, act of violence by Veteran against other(s), abusive behavior by Veteran against staff, act of violence by other(s) against Veteran, abusive behavior by staff against Veteran, accident, medication problems or adverse drug reactions, or other untoward events.

8.2 Documentation of Veteran assessments, service plans, individual contacts, progress reviews and other VA documentation requirements will be maintained utilizing VA medical records system (CPRS) and the VA Homeless Operations Management Evaluation System (HOMES).

8.3 Contractor shall provide weekly written status reports including, but not limited to, the number of Veterans screened, enrolled, completed PHA applications, completed request for tenancy application, housed Veterans, Veterans discharged from program with reason, Veterans identified as chronically homeless, HOMES forms completed, name and contact information for case manager, and provide a weekly program information spreadsheet including but not limited to Veteran name, last four of SSN, status in program, contact information, and case manager name/contact information.

8.4 Enter information into the HOMES system per VA Central Office requirements.

8.5 Contractor shall maintain written documentation of any and all contacts with Veteran and any ancillary contacts such as family members, landlords, etc. made on behalf of the Veteran. Records shall be kept in a secured locked area. All significant contact with Veterans should be documented in the VA medical record within 24 hours. Significant contact includes but is not limited to: medical, psychiatric, and issues related to Veterans' Housing Stabilization Plan, suicide, homicide, violence, accidents, substance abuse issues, changes in Veterans' living status, and all assistance provided to Veteran related to attending required appointments.

8.6 The Contractor shall coordinate and document clinical case management and psychosocial services, including the overall effectiveness of the case management services provided to the Veteran.

9. RECORDS

9.1 All Veteran records shall be maintained in accordance with The Joint Commission (TJC) and/or CARF standards. The Contractor is subject to all Federal or State statues regarding confidentiality of patient information. The VA shall be provided access to all records in the Contractor's facility regarding a Veteran's care under this contract.

9.2 The Contractor personnel who obtain access to hardware or media which may manipulate or store records revealing treatment for drug or alcohol abuse, sickle cell anemia, or infection with HIV, medical quality assurance records, or any other sensitive information as defined by the VA, shall not have access to the records unless absolutely

necessary to perform their contractual duties. Any individual who has access to these data shall disclose them to no one, including other employees of the Contractor not involved in the performance of the particular contractual duty for which access is necessary.

9.2.1 Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

9.2.2 Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

9.2.3 Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

9.2.4 The Government Agency owns the rights to all data/records produced as part of this contract.

9.2.5 No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

9.2.6 Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

10 LIFE SKILLS

10.1 Contractor shall provide life skills education and assistance to Veterans, including but not limited to:

10.1.1 Budgeting/Money Management Assistance
- **10.1.1.1** Locating local food banks
- **10.1.1.2** How to use coupons
- **10.1.1.3** Budget billing for utilities

10.1.2 Advice on how to maintain a clean and safe residence

10.1.3 Socialization

10.1.4 Schedule of free/low cost community activities

10.1.5 Planned evening and weekend Psychosocial events

10.1.6 Community volunteer opportunities

10.1.7 Peer/tenant support group

10.1.8 Instruction on how to be a good neighbor/tenant

10.1.9 Mental Health Wellness Self-Management / mental health recovery living skills (if applicable)

10.1.10 Relapse prevention and harm reduction (if applicable)

10.1.11 Healthy lifestyle/living

10.1.12 Access to community resources

10.1.13 Parenting/family living skills (if applicable)

10.1.14 Family reunification and/or development of relevant social support networks.

10.1.15 Assist with obtaining legal assistance-free/low cost resources such as:
- **10.1.15.1** Obtaining a driver's license

10.1.15.2 Locating child support
10.1.15.3 Identifying the local liaison with VJO (Veterans Justice Outreach) Program
10.1.15.4 Locating the local specialty or treatment court
10.1.15.5 Assistance with light house cleaning, shopping, cooking

11 TRANSPORTATION

11.1 Contractor shall make every effort to connect the Veteran with existing public transportation networks or other community provided transportation however for more rural locations the facility may opt to include Veteran transportation as part of the contract.

11.2 In cases where the Veteran is unable to use existing public transportation networks or other community provided transportation (see above comment), the Contractor shall provide transportation/ or locate local transportation for Veterans to attend appointments at the VA, SSA, PHA, benefits agencies, and landlords. Transportation may include assistance in obtaining and completing applications for obtaining bus passes, transit cards, or subsidized transportation services such as Access, and other identified needed services and entitlements.

11.3 The manufacturer's rated seating capacity of all Contractor provided vehicles utilized to transport Veterans under this contract shall not be exceeded.

11.4 Contractor provided vehicles used to transport Veterans shall be maintained in a safe operating condition.

11.5 Only drivers licensed for the type of vehicle operated shall be permitted to transport Veteran patients.

11.6 Contractor shall have automobile liability insurance for all Contractor provided vehicles transporting Veteran patients.

12 QUALIFICATIONS- EXPERIENCE, FACILITY AND STAFFING

12.1 The VA is seeking a contract with a community based case management Contractor with demonstrated experience providing community based supportive housing placement and case management to VA health care eligible Veterans to work with HUD-VASH Veterans in conjunction with the VA Greater Los Angeles Healthcare System Demonstrated experience is defined as:

12.1.1 At least one year of experience as an operational Health Care for Homeless Veterans (HCHV) provider with an active contract in good standing with a local VA medical center;

OR

12.1.2 At least one year of experience as an operational VA Homeless Provider's Grant & Per Diem grantee in good standing with a local VA medical center;

OR

12.1.3 A current HUD-VASH case management contract holder with the VA.

OR

12.1.4 Other City, State, or Federal projects, programs or contracts deemed relevant by the VA that demonstrate the Contractor's ability to meet the immediate housing and service needs of homeless Veterans.(For Example, Full Service Partnership, Integrated Mobile Health Teams, etc.)

12.2 The Contractor may be a direct provider of case management and supportive housing or may subcontract with other agencies meeting the same criteria and capable of performing the work outlined herein;

12.3 The Contractor must be able to provide full staffing as outlined in tasks and deliverables within 60 days of the contract award either through existing staff or new hires.

12.4 The Contractor facility shall meet the following:

12.4.1 Contractor's facility conforms to the Life Safety Code, National Fire Protection Association (NFPA) #101 standards: http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=101&cookie%5Ftest=1

12.4.2 Contractor shall possess a valid Business License/Certification for the state where contract performance shall occur; (i.e.) California.

12.4.3 Contractor facility must have a current Certificate of Occupancy permit or license as required by the authority that has jurisdiction to issue and must adhere to all applicable local, state and federal laws.

12.4.4 Contractor's facility shall be wheelchair accessible.

12.4.5 Contractor must be in compliance with Americans with Disabilities Act Guidelines for Buildings and Facilities. http://www.access-board.gov/adaag/html/adaag.htm

12.4.6 Contractor's facility shall have access to public transportation and it must be within a reasonable distance.

12.4.7 Contractor's facility where services are to be provided shall be within the catchment areas of the VISN 22. Please refer to Section 2 for geographical areas.

12.5 The Contractor personnel shall maintain active standing with the licensing boards in their respective profession in accordance with the below requirements. Basic Life Support (BLS), (American Heart Association preferred) is required for all technical and professional staff.

12.6 Staffing is described as follows:

12.6.1 Licensed Clinical Social Worker or Licensed Clinical Psychologist full time on staff as a case management supervisor for the case managers assigned to work with Veterans for purposes of this contract. Schedule must permit 24-hour supervision of case management personnel for the purposes of clinical oversight, documentation and crisis management. The Licensed Clinical Social Worker or Licensed Psychologist must be available for team conferences as requested by the local VA medical center HUD-VASH program. In addition, he/she must ensure appropriate supervision of any non-clinical/non-licensed Contractor staff providing related supportive services to Veterans to ensure quality of care, such as peer support specialists, vocational services counselors, etc. LCSW or Psychologist must have active, current, unrestricted licenses with the

California Board of Behavior Sciences. They must have a minimum of a Master's degree or Doctorate from an accredited institution in Social Work and/ or Psychology.

12.6.2 Licensed Clinical Psychiatrist or a Mental Health Nurse Practitioner. This position shall have a Doctorate degree or Master's degree respectively from an accredited institution and be licensed in the state of California. This position must have the authority and license within the state of California to prescribe medications.

12.6.3 Case Managers with a minimum of a bachelor's degree for an accredited institution and at least 5 years of demonstrated case management experience with high needs / high intensity of services populations. There is a strong preference by VA for master's level case managers.

12.6.4 Housing Specialist on staff with experience working with homeless individuals and with Public Housing Authorities available to assist Veterans with housing search and placement options. The Housing Specialist must be knowledgeable of community resources and experienced in housing placement.

13. STANDARD OF CONDUCT

13.1 The Government reserves the right to refuse acceptance of contract personnel whose personal or professional conduct jeopardizes the Veteran care. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, abuse, dereliction or negligence in performing directed tasks, or other abuse, or other conduct resulting in formal complaints by the Veteran, COR or VA staff. Contractor shall maintain professional boundaries with Veteran. Contractor staff shall under no circumstances engage in sexual activities or sexual contact with Veterans or their family members, whether such contact is consensual or forced. Contractor and Contractor staff shall under no circumstances engage in any monetary transactions either in the form of lending or borrowing of money or purchasing goods with the Veteran. Contractor and Contractor staff shall under no circumstances take unfair advantage of any professional relationship or exploit Veteran or their family members to further their personal, religious, political, or business interests. Contractor staff should not engage in dual or multiple relationships with Veterans or their family members in which there is a risk of exploitation or potential harm to the Veteran or Veteran family. Contractor is responsible for taking steps to protect Veterans and their family members and is responsible for setting clear, appropriate, and culturally sensitive boundaries.

13.2 Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations. A review current Federal Personnel Regulations can be found at http://www.opm.gov/hr_practitioners/lawsregulations.

13.3 Complaints concerning contract personnel's conduct with Government employees or Veteran patients shall be dealt with by the Contractor and COR. The Contracting Officer is the final authority on validating complaints. In the event that Contractor personnel are involved and named in a validated complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse. The final arbiter on questions of acceptability is the Contracting Officer.

14. CONTRACTOR EMPLOYEE REQUIREMENTS

14.1 Contractor shall ensure that sufficient staff is available to provide the documented needs of the Veterans as well as the ability to make home visits consistent with Housing Stabilization Plans and the needs of the Veteran. Staffing must be at a level to ensure all services listed in the contract are met for every Veteran

served. The Contractor shall have sufficient staff with appropriate training to provide services as identified. Contractor shall ensure that sufficient staff remains available to provide services for the term of this contract.

14.2 All case managers and other staff of the Contractor shall be evaluated by VET PRO for privileging and credentialing in accordance with the policies and procedures of the VA Medical Center monitoring the contract, this includes a background check.

15. SUBCONTRACTORS

15.1 All individuals that provide services under this contract and are not employees of the Contractor will be regarded as Subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by any and all of its Subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service. The parties agree that the Contractors, its employees, agents and subcontractors shall not be considered VA employees. Please reference clause "Limitation on Subcontracting" included in section C of this solicitation.

16. SUBTITUTION OF PERSONNEL

16.1 The Contractor shall utilize the personnel named in its proposal to perform the services required under this contract. In the event that any of the personnel named in the proposal are unable to perform the duties of this contract, for any reason such as death, illness, resignation from the contractor's employ, the contractor shall promptly submit to the Contracting Officer and COR, in writing, a detailed explanation of the circumstances necessitating the substitution. The Contractor shall submit this request in writing, along with a resume for the proposed substitute, and any other information that may be needed to approve or disapprove the proposed substitution. Any substitution of personnel shall occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.

16.2 The Government shall have the right to require replacement of any contractor or subcontractor employee assigned to work on this contract, if the employee is determined not to possess the experience, education, credentials or ability required under the contract, or if said employee is for any other reason found to be unsuitable to perform the work required by the contract. The replacement shall meet the Personnel requirements stated in the contract.

17. CONTRACTOR LIAISON

17.1 The Contractor shall designate one employee who shall be responsible for the performance of the work under this contract. The Contractor Liaison shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The Contractor Liaison may be personnel performing under this contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the liaison.

Contractor Liaison:

Phone:

Fax:

Email Address:

18. ALCOHOL/ DRUG SCREENING

18.1 Contractor is responsible for ensuring their employees are not using alcohol or illegal drugs, and are subject to random alcohol/drug testing performed by the Contractor. They are also subject to alcohol/ drug testing when there is a reasonable suspicion that they use or are impaired by alcohol or illegal drugs while on duty. Reasonable suspicion of alcohol/drug use or impairment includes, but is not limited, to the following:

- **18.1.1** Observable phenomena, such as direct observation of drug use, possession or the physical symptoms of being under the influence of a drug;
- **18.1.2** A pattern of abnormal conduct or erratic behavior;
- **18.1.3** Arrest or conviction for a drug-related offense or the identification of a Contractor physician as the focus of a criminal investigation into illegal drug possession, use or trafficking;
- **18.1.4** Information provided either by reliable and credible sources or independently corroborated;
- **18.1.5** Newly discovered evidence that the contract personnel has tampered with a previous drug test.

19. PATIENT SENSITIVITY

19.1 The Contractor shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships.

20. HEALTH REQUIREMENTS

20.1 The Contractor certifies that all contract employees have received the following testing/immunizations within the past year and shall maintain coverage during the contract period:

- **20.1.1** Tuberculosis Testing – the PPD test or radiological exam shall be repeated annually.
- **20.1.2** Rubella Testing – all contractor personnel shall provide proof of immunization for measles, mumps, rubella, or rubella titer of 1:8 or greater. If the titer is less than 1:0, the rubella immunization must be administered with follow-up documentation to the COR.
- **20.1.3** Immunizations – for purposes of infection control, all contractor personnel shall take required immunizations and any health action required by generally accepted public health standards and any immunizations necessitated by any outbreaks in the area/community. Contract personnel shall not be allowed to perform duty until immunization documentation is provided to the COR.
- **20.1.4** Health Restrictions – Contractor personnel shall have not health or physical disability restrictions which shall interfere with the performance of duties.

20.2 As a condition of employment Occupational Safety and Health Administration (OSHA) requires that all contract personnel who shall have occupational exposure to blood, other body fluids, or other potentially infectious materials, shall receive Hepatitis B vaccine, sign a voluntary declination or have documented proof of immunity to Hepatitis B infection. The immunization shall be the responsibility of the Contractor at no cost to the Government.

20.3 The Contractor's personnel having patient contact or exposure to biological or pathological specimens shall be immunized against, be granted an immunization waiver or have documented proof of immunity to: rubella, mumps, polio and Hepatitis B. In addition, The Contractor's personnel shall be free of infectious diseases (to

include but not limited to active Tuberculosis and Viral Hepatitis) that might reasonably be expected to place other workers, patients or the public at risk.

20.4 The Contractor shall provide the Government with all the information necessary to ensure that Government records are maintained correctly and in compliance with The Joint Commission (TJC), OSHA and the Center for Disease Control health records requirements, for each individual Contractor employee.

21. ORDERING ACTIVITIES AND OFFICES

21.1 VA shall designate a Contracting Officer Representative (COR)/Liaison to monitor the contract performance and assist in contract administration. A delegation of authority letter delineating the responsibilities and limitations of the COR shall be provided to the Contractor. Any commitments of changes, which affect the price, quantity, authority to amend or render a decision on questions of the fact in dispute and related contract administration problems are duties of the Contracting Officer and cannot be delegated.

21.2 The Contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer or the COR acting within the limits of his/her authority. Only those services specified herein are authorized. Before performing any service of a non-contract nature, the Contractor shall advise the Contracting Officer of the reasons for additional work. Changes to the Contract may be made only in writing by the Contracting Officer.

22. SITE INSPECTION

The VA shall conduct an inspection of facility(s) prior to and anytime during the period of performance. The Contractor shall permit on-site visits by the VA to assure compliance with the contract requirements. Contractor shall make all records accessible for review by VA staff.

23. EMERGENCY PLAN

It is agreed that the Contractor shall notify the VA COR immediately when they become aware that a medical emergency or hospitalization of a Veteran provided case management services under this contract has occurred. It is agreed that in a medical emergency the Veteran shall be referred to an appropriate VA facility, unless a life-threatening situation occurs where the Veteran is in need of admission to the nearest available hospital. The Contractor is to inform the admitting hospital that the individual is a Veteran and is eligible for VA Healthcare.

24. RELEASE OF MEDICAL INFORMATION

The Contractor shall take reasonable measures to ensure Veteran's privacy and confidentiality. The Contractor shall only release medical information obtained during the course of this contract to VA employees involved in the care and/or treatment of the Veteran. The Contractor personnel shall make sure no Veteran information of any type is given to outside parties, agencies or organizations of any type without the expressed written consent of the Veteran and the VA and only in capacities directly related to the provision of the services contracted in this instrument. Lists, names, and/or social security numbers of Veterans shall not be disclosed or revealed any way, for any use outside the Contractor's facility or without prior express written permission of the Contracting Officer or the Veteran. That only the minimum necessary Veteran information is used to provide appropriate service to the correct Veteran. Transcribed reports containing personal identifiers, when not used as an official document, must be shredded by the Contractor in

accordance with VA policy on destruction of records. Temporary paper records that are collected for destruction must be kept in a manner that will prevent their content from being read by individuals with no official business need or right to access the data contained in these records. The method of collecting and processing these records must also prevent the loss or theft of these records until their final destruction. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA personnel.

25. COMPUTER SECURITY

In the performance of official duties, if the Contractor personnel will have regular access to printed and electronic files containing sensitive data that must be protected under the provisions of the Privacy Act of 1974 and other confidentiality laws, and agency policy. All Contractor personnel are responsible for protecting the data from unauthorized release or from loss, alteration, or unauthorized deletion by 1) following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out such provisions and in the access agreement which the contract personnel signs, and 2) ensuring that all Contractor personnel who will have access to sensitive information complete the privacy and security awareness training on an annual basis and sign the Rules of Behavior that lays out the responsibilities of a user of any VA information system.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY RULE

The Contractor personnel herein agree to take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as "strong" user passwords on computer systems, but also physical barriers to prevent unauthorized use of computer work-stations; and also requires that hard copy Veteran files are in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked (i.e., keys are available, and the locking mechanisms work properly). This precaution also includes the proper transfer of Veteran information via electronic means, such as faxing or system-to-system transmission.

27. QUALITY ASSURANCE AND PERFORMANCE MONITORING

The Contractor shall be held to the same standard as VA personnel through quality assurance and performance monitoring to ensure compliance under this contract. The Quality Assurance and Performance Monitoring shall be governed by the appointed COR who shall be responsible for verifying compliance with the terms and conditions of the contract. After the contract is awarded, any incidents as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer. In addition, the COR shall forward the summary evaluation of the Contractor performance to the Contracting Officer once performance ends.

28. HHS/OIG REQUIREMENTS

To ensure that the individuals providing services under this 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 Services - Office of Inspector General (HHS/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 its 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.

29. INDEMNIFICATION AND LIABILITY INSURANCE

29.1 It is expressly agreed and understood that this is a non-personal services contract, under which the professional services rendered by the Contractor or its housing placement and case management service (hereafter service) providers are rendered in its capacity as an independent contractor. The Contractor and its service providers shall be liable for their liability-producing acts or omissions. However, before commencing work under this contract, the Contractor shall furnish certification to the Contracting Officer of the requisite liability insurance issued by a responsible insurance carrier of an amount as the Contracting Officer deems necessary to protect the Government's interests or if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

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

29.3 The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for housing placement and case management services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

30. PERSONNEL POLICY

30.1 The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following to the personnel:

- **30.1.1** Worker's compensation,
- **30.1.2** Professional liability insurance,
- **30.1.3** Health examinations,
- **30.1.4** Income tax withholdings, and
- **30.1.5** Social Security withholdings.

30.2 Payment for any leave, including sick leave or vacation time is considered the sole responsibility of the Contractor. The Contractor shall comply with all existing local, state, federal and/or union laws, regulations relevant to fringe benefits, and premium pay for their employees. Such personnel shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. There is no employer-employee relationship between the VA and the Contractor or the Contractor's employee(s).

31. HOURS OF OPERATION

24 hours / 7 days a week, including holidays

32. OVERTIME AND HOLIDAY PAY

Any overtime and/or holiday pay that may be entitled to the Contractor personnel shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

33. NATIONAL HOLIDAYS:

33.1 Listed below are the ten national holidays.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

33.2 When one of the holidays falls on a Sunday, the following Monday shall be observed as a national holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a national holiday by U.S. Government Agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

34. BILLING FOR SERVICES

The Contractor is responsible for submitting billing for services by the 5th of the month to ensure timely review by the VA COR.

35. INVOICE AND PAYMENT

35.1 The Contractor shall submit invoices monthly in arrears to the VA COR for approval prior to submission to the VA Finance Service Center. Invoices shall include, at a minimum, the information requested in FAR clause 52.212-4 Contract Terms and Conditions – Commercial Items, paragraph (g) Invoice and any additional details necessary to identify services rendered. Invoices shall be addressed to:

VA Finance Service Center

PO Box 149971

Austin, TX 78714

35.2 A customer copy of invoice (clearly marked **NOT FOR BILLING PURPOSES**) with patient data, (e.g.: names, last four digits of SSN or other identification number, type of services performed, with date service(s) performed, and unit price show for each service) shall be sent to the designated COR through secure means that protects the veterans' confidentiality.

35.3 Invoices submitted for payment shall be reviewed for accuracy, verified against patient records, time records and attendance logs and shall be subject to approval by the VA prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor for resolution. A corrected copy of the invoice must be submitted by the Contractor, as instructed by the VA.

35.4 Invoices shall include all charges for care provided and payment made shall constitute total cost for services rendered. No additional charges are to be billed to the patient, the patient's family, or the patients' insurance by the Contractor, the facility or by any other party furnishing services for such care, unless otherwise authorized by the VA.

36. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

36.1 Background Information:

In accordance with VA Handbook 0710 all the Contractor's personnel appointed to Low/Moderate/High Risk positions must be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Position Risk and Sensitivity Designations – Shall be determined by Contracting Officer in accordance with VHA Directive 0710 Appendix A. The position sensitivity for this contract has been designated as LOW RISK

Position Risk and Sensitivity Designations are directly tied to background investigative requirements.

- A position designated as Low Risk requires a National Agency Check with Inquires (NACI).
- A position designated as Moderate Risk requires a Minimum Background Investigation (MBI).
- A position designated as High Risk requires a Background Investigation (BI).

Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts unless determine otherwise by the Contracting

Officer. However, a Security Access Clearance (SAC) background screening shall be required for appropriate preliminary checks IAW VA Directive 0710.

36.2 Contractor Responsibilities:

The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity shall determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

LEVEL OF SENITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
Low Risk	National Agency Check with Written Inquiries	$231.00
Moderate Risk	Minimum Background Investigation	$825.00
High Risk	Background Investigation	$3465.00

The case is only open for 30 days except in rare occasions when something in the person's background requires and extension, therefore, it is imperative for the Contractor to ensure that the Contractor's personnel complete all the requirements within that time frame. The average turnaround time is estimated at 60 days. The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language, unless otherwise specified in this Contract or agreed to by the Government.

After award and prior to contract performance, Contractor shall submit to the Contracting Officer or the COR all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, birth date and social security number to initiate the background check by completing the latest version of local Background Check Request Form for each employee providing services under this contract. In addition, the Contractor's personnel shall be required to complete VA Form 0710, Authority for Release of Information Form and Optional Form 306. The forms shall be provided by the Contracting Officer or the COR to the Contractor for the Contractor's personnel to complete, and submit along with fingerprints.

The Contractor shall be required to return to the Contracting Officer or the COR, the Background Check Request Form completed with the Contractor's personnel information, VA Form 0710 and Optional Form 306 completed by each contract employee that requiring a background investigation.

The Contractor shall notify the Contracting Officer or the COR prior to changing/adding new personnel by submitting a new Local Background Check Request Form. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration of working under this contract.

The Contractor shall submit the following required forms to the VA Office of Security and Law Enforcement as outlined U.S Officer of Personnel Management e-Qip Gateway website, that shall be send to the contract personnel via email, identifying detailed instructions regarding completion of the application process. This includes:

- Standard Form 85, Questionnaire for Non-Sensitive Positions

- If needed, Continuation Sheet for Questionnaires Standard Form 86A
- FD 258, U.S. Department of Justice Fingerprint Applicant Chart: OR schedule to have electronic fingerprints as coordinated by the COR

37. POST-AWARD ORIENTATION CONFERNECE

Each Contractor shall participate in a post award orientation conference as directed in the Office of Acquisition and Logistics IL 003A3-12-04 with the Contracting Officer and COR, Program Manager, and others and then meet quarterly thereafter to ensure that the Contractors are meeting and/or exceeding the contracts requirements.

38. DEFINITIONS

38.1 Computerized Personal Record System (CPRS, or "VA electronic medical record system"):
The VA Computerized Personal Record System (CPRS) is the electronic medical record system that is used throughout VA to document clinical and administrative data and information related to Veterans' care in the VA system. For purposes of the HUD-VASH program and this contract, Contractor case managers (and supervisors as appropriate) will be expected to complete psychosocial assessments, treatment / individual service plans and updates, and discharge summaries, as well as document all client contacts through progress notes in the CPRS system. The documentation templates will vary between and among VA medical centers based on local reporting requirements and arrangements in the CPRS system. Sample templates of these documents are attached here and are attached in Section D of the solicitation:

Sample HUD-VASH Psychosocial Assessm

38.2 Contract Implementation Checklist:

This contract implementation checklist is provided as a guide to meeting the terms outlined in the Statement of Work. Potential Contractors should be aware that there may be variation among and between VA medical centers in the steps needed to complete these tasks, and that items identified here may be subject to change based on evolving local, regional or national requirements. This document is embedded below and is attached in Section D of the solicitation.

Contract Implementation Checl

38.3 Critical Time Intervention (CTI) - VA HUD-VASH programs nationally have been strongly encouraged to adopt a Critical Time Intervention (CTI) model of case management within their programs to the greatest

extent possible. The CTI model of case management is described here: http://www.criticaltime.org/model-detail/, and summarized as follows:

38.3.1 Critical Time Intervention (CTI) is an empirically supported, time-limited case management model designed to prevent homelessness and other adverse outcomes in people with mental illness following discharge from hospitals, shelters, prisons and other institutions. This transitional period is one in which people often have difficulty re-establishing themselves in satisfactory living arrangements with access to needed supports. CTI was originally developed and tested by researchers and clinicians at Columbia University and New York State Psychiatric Institute with significant support from the National Institute of Mental Health and the New York State Office of Mental Health. The principal goal of CTI is to prevent recurrent homelessness and other adverse outcomes during the period following placement into the community from shelters, hospitals, and other institutions. It does this in two main ways: by strengthening the individual's long-term ties to services, family, and friends; and by providing emotional and practical support during the critical time of transition. An important aspect of CTI is that post-discharge services are delivered by workers who have established relationships with patients during their institutional stay. Typically these workers are bachelor or masters level individuals operating under the supervision of an experienced clinically trained professional. The CTI workers must be flexible and creative as well as comfortable working primarily in the community. At the same time, they must be committed to following a rather focused model of care. Once the worker has established a relationship with the client and begun to organize his or her support plan, the post-discharge phases of the intervention are delivered as follows: (1) Intensive, (2) Stabilization, and (3) Maintenance.

38.3.2 *Intensive (Months 1 – 3):* The first phase focuses on providing intensive support and assessing the resources that exist for the transition of care to community providers. Ideally, the CTI worker has already begun to engage the client in a working relationship before he or she moves into housing in the community. This can be accomplished formally or informally, depending on the institutional setting and the role of the worker within the institutional system, and may consist of multiple meetings or just one or two contacts. This is important because the worker will build on this relationship to effectively support the client following discharge from the institution. During the first few weeks following this move, the CTI worker maintains a high level of contact with the client, both through regular telephone calls and home visits. Interim psychiatric treatment (including providing access to medication as needed) can be arranged by the team until adequate community arrangements are in place. This assures that treatment will not be interrupted during this early critical period of transition. Clients are accompanied to appointments with selected community providers, such as mental health and medical clinics. The CTI worker introduces the client to his or her new providers in order to facilitate the development of a durable tie and encourages them to negotiate compromises when problems arise. The CTI worker also meets with key figures in the client's residence. These figures are most often the primary caretaker in a family home or staff in a supervised residence, but in some cases may include a single-room occupancy hotel manager or an involved neighbor. The CTI worker offers support to these persons while making it clear that he or she is prepared, when necessary, to mediate a compromise between them and the client. They discuss potential housing crisis and try to identify ways to avoid them or possible coping strategies and resources, should a crisis occur. The CTI worker also works with the client and primary caretaker on skills for crisis resolution, such as how to listen to each other, and how to speak to each other without going on the attack. Tensions tend to arise quickly as caretaker or staff and client attempt to adjust to one another. As with the community service providers, a compromise developed during this early phase of adjustment may prevent later loss of housing. This

work sometimes takes the form of family psycho-education in which the CTI worker may educate a family member about the client's mental illness; this frequently contributes to enhanced family support as relatives come to understand that problem behaviors have causes other than bad behavior or substance abuse. However, compromise is not helpful or appropriate in all situations. For instance, when the primary caretaker is a mother with a history of injection drug use who relapses after the client moves back in with her, the best plan of action may be to assist the client in locating alternative accommodations. During these initial intensive contacts, the worker is also gathering data needed for Housing Stabilization planning in the transition period. He or she works together with clients and service providers to detail proposed arrangements to ensure medication adherence, money management, or control of substance abuse. These arrangements are then tested in vivo and modified if necessary during the transition period. The CTI worker generally makes detailed arrangements in only the handful of areas that are seen as most critical for the community survival of that individual (i.e., medication adherence); it is important not to be overly ambitious. There is also a strong emphasis on assessing the feasibility of the support systems that are established because they are intended to persist well after the CTI worker has terminated services. During this initial period, the worker must also recognize when client's lack of participation in some programs may indicate that the services being offered are incompatible with their needs. For example, a young man with a substance abuse problem explains that he does not regularly attend the treatment group meetings to which he has been referred because the issues discussed by the other, much older, group members do not address his concerns. In this case, rather than attempting to help the client to adjust to the group, the CTI worker may help him identify another group composed of younger people.

38.3.3 *Stabilization (Months 4 – 7):* The second phase of CTI is devoted to testing and adjusting the systems of support that were developed in the first phase. By now, community providers will have assumed primary responsibility for the provision of support and services, and the CTI worker can focus on assessing the degree to which this support system is functioning as planned. During Phase Two, the worker encourages the client and members of his or her support system to handle problems on their own. The worker meets with the client less frequently, but maintains regular contact in order to observe how the plan is working and be ready to intervene when a crisis arises. In many cases, further modification of the support system is required. Such system adjustments may be accomplished via a case conference or less formal meetings between the client and those involved in the support system. The CTI worker acts as a primary resource for all parties and assists them in devising a framework for resolving potential conflicts. For some clients, this period requires a renegotiation of Housing Stabilization Plan and a more active role for the CTI worker in facilitating the implementation of these plans. The in vivo monitoring role assumed by the worker may also be helpful in identifying specific clinical treatment issues (such as medication non-adherence) that may elude even the most caring office-bound clinician.

38.3.4 *Maintenance (Months 8 – 9):* The final phase of CTI focuses on completing the transfer of care to the community resources that will provide long-term support to the client. One of the strengths of the CTI model that differentiates it from the services typically available to clients during transitional periods is that the transfer-of-care process is not abrupt; instead, it takes place over nine months. Throughout the intervention, the CTI worker has gradually reduced his or her role in delivering services to the client in the community. By the time Phase Three begins, the worker has gradually prepared the client and linkages for his or her new role as consultant. The main function in this phase is to ensure that the most significant members of the support system meet together and, along with the client, reach a consensus about the components of the ongoing system of care. Ideally, this occurs at least one month before the

end of the nine-month period of the intervention. This gradual process ensures that the termination of CTI is not perceived by the client and the members of his or her support system as a sudden, potentially traumatic, loss.

38.4 Chronically Homeless- The HUD-VASH Program follows the Federal definition of the term "chronically homeless" from the HEARTH Act, which states, with respect to an individual or family, that the individual or family:

38.4.1 Is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;

38.4.2 Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years;

38.4.3 Has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable SUD, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions; and

38.4.4 A person who currently lives or resides in an institutional care facility, including a jail, SUD or mental health treatment facility, hospital, or other similar facility, and has resided there for fewer than 90 days must be considered chronically homeless if such person met all of the requirements described in subparagraph 4e prior to entering that facility.

38.5 Homeless- The HUD-VASH Program follows the definition of "homeless" as authorized in 38 U.S.C. 2002(1) and The McKinney-Vento Homeless Assistance Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. ***NOTE:*** *See http://www.hudhre.info/hearth/.* Homeless refers to:

38.5.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence.

38.5.2 An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

38.5.3 An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing).

38.5.4 An individual who resided in a shelter or a place not meant for human habitation and who is exiting an institution where the individual temporarily resided.

38.5.5 Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible must be considered credible evidence for purposes of this clause.

(b) Has no subsequent residence identified.

(c) Lacks the resources or support networks needed to obtain other permanent housing.

(6) Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who:

(a) Have experienced a long-term period without living independently in permanent housing;

(b) Have experienced persistent instability as measured by frequent moves over such period; and

(c) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, SUD, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

NOTE: *The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a state law.*

38.6 Homeless Operations Management and Evaluation System (HOMES)

The VA Homeless Operations and Management Evaluation System is an online database that captures demographic data and program outcomes on Veterans served in VA homeless programs. VA homeless program staffs are required to make timely entries into the HOMES system. For purposes of this contract, contracted staff will be expected to complete the appropriate online HUD-VASH forms in HOMES including a homeless services assessment form, a HUD-VASH entry form, a monthly status report form (the first being due 30 days after the entry form is completed and then every 30 days after that), referral forms, and an exit form (if and when a Veteran leaves the HUD-VASH program). Potential Contractors should be aware that HOMES is a relatively new system and is subject to updates and changes based on national program needs and implementation. Therefore what is described here may change and evolve over time. The Contractor will be expected to meet local, regional and national reporting requirements as these changes occur. Sample HOMES forms are embedded below and are attached in Section D of the solicitation.

HOMES_Forms_Final
_4-14-11.pdf

38.7 Housing Choice Voucher (Section 8) Housing Inspection Standards and Requirements:

A sample Housing Inspection Quality Standards Form is attached to provide an overview of the typical requirements for housing units to be considered acceptable for the Section 8 program by the local Public Housing Authority. It is important for potential Contractors to know that they are not expected to provide housing as part of this contract, but that they are expected to have appropriate staff and resources in place to assist Veterans find acceptable community based housing in a timely manner. Housing inspections are conducted by the local Public Housing Authority or its agent associated with the local VA medical center HUD-VASH program. This document is embedded below and is attached in Section D of the solicitation.

Housing Inspection
Quality Standards Fo

38.8 Housing First- Housing First is a clinical approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the following defining characteristics:

38.8.1 A low-demand approach with fewer access barriers to accommodate people experiencing homelessness that cannot maintain sobriety and have difficulty remaining engaged in treatment;

38.8.2 Treatment and supportive services are made available, but are not a requirement for participation or remaining in housing; and

38.8.3 The use of assertive community outreach to engage and offer rapid placement to people with mental illness and SUD who are homeless.

38.9 Housing Specialist- The Housing Specialist is a professional who is responsible for providing assistance to the VA homeless programs in identifying appropriate permanent housing and landlords willing to work with homeless Veterans. The goal is to develop an inventory of readily-available housing options so that Veterans who are homeless can be rapidly housed.

38.10 HUD-VASH or Veteran Family-A "HUD-VASH family" or "Veteran family" refers to either the single Veteran or a Veteran with a household composed of two or more related persons. The term "HUD-VASH family" or "Veteran family" also includes one or more eligible persons living with the Veteran who are determined to be important to the Veteran's care or well being, or the surviving member(s) of a Veteran's family, described in this definition, that were living with the Veteran in a unit assisted under the HUD-VASH Program at the time of the Veteran's death. The composition of the household must be approved by PHA. The family must promptly inform PHA of the birth, adoption, or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and PHA. ***NOTE:*** *HUD references "Family" in their regulations for HUD-VASH (Notice Public and Indian Housing (PIH) 2010-12 HA.) The partnerships with HUD and PHA require an understanding of their terminology to improve cross agency communication.*

38.11 Incident Reports:
As described in the Statement of Work, the Contractor will notify VA through their HUD-VASH program liaison at the local VA medical center of any negative incident occurring with a Veteran within 24 hours of being informed or aware of the incident, if not sooner. Contractor will complete a written incident report within 48 hours of notification. Incidents include but are not limited to: death; fire; drug / police raid; suicide / suicide attempt; 911 call (police / fire dept. / paramedics / other); severe medical illness / emergency; severe psychiatric illness / emergency; sexual assault; act of violence by Veteran against other(s); abusive behavior by Veteran against staff; act of violence by other(s) against Veteran; abusive behavior by staff against Veteran; accident; medication problems or adverse drug reactions; or other untoward events.

38.12 Public Housing Agency (PHA) - Public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. PHA is a specific city, county, or state agency that receives Federal funds from HUD to administer the Section 8 HCV to provide housing for low-income residents at rents they can afford. Each PHA has developed independent operating procedures that must comply with HUD regulations and the law. PHA is responsible for:

38.12.1 Verifying income eligibility.
38.12.2 Completing a background check only to ensure that the Veteran is not on a state requirement for lifetime registration for sex offenses.
38.12.3 Issuing one of the program-designated housing vouchers after the Veteran has successfully completed this process.
38.12.4 Assisting with porting vouchers to another PHA.
38.12.5 Providing housing-search resources to HUD-VASH Veterans.
38.12.6 Inspecting housing units in a timely fashion to ensure safe and decent housing

38.13 Severe Mental Health Problem-Sever Mental Health Problem (also known as Serious Mental Illness(SMI)) is defined as meeting the criteria through a mental health evaluation for one or more of the following mental illnesses: major depression, schizophrenia, bipolar disorder, obsessive compulsive disorder (OCD), panic disorder, post traumatic stress disorder (PTSD) and borderline personality disorder.

38.14 Veteran- A Veteran is, for the purpose of HUD-VASH, a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and is eligible for VA health care.

39. REFERENCE SECTION

39.1 Contractors can review additional background information on the HUD-VASH program from the following sources:

39.1.1 VA Homeless Programs web page:
http://www.va.gov/HOMELESS/HUD-VASH.asp

39.1.2 US Dept. of Housing & Urban Development (HUD) web page:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/vash

39.1.3 HUD-VASH Resource Guide for Permanent Housing and Clinical Care (260 pages) is embedded below and attached in Section D of the solicitation.

HUD-VASH Resource Guide 3-2012.pdf

Contractors should be advised that HUD-VASH program implementation, operations, policies and procedures can vary between and among VA medical centers depending upon local needs and documentation requirements. VA will be responsible for providing the Contractor with education on any local documentation requirements and updates to National policies. The contractor will use local HUD-VASH program note templates, assessments, etc., when documenting. Any changes the contractor makes to the forms will be in collaboration with the VA COR/Liaison. The VA will give final approval on forms used prior to implementation.

B.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA

Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

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

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

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations

and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the

development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

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

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 2 days.

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

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of

the contractor's systems in accordance with VA Handbook 6500.3. Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

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

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

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

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

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

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

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

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

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

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

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

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

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

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

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

(2) Description of the event, including:

(a) date of occurrence;

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

(3) Number of individuals affected or potentially affected;

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

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

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

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

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

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

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

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

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

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

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

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

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

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

(End of Clause)

SECTION C - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit: 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

(End of Clause)

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

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

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

(End of Addendum to 52.212-4)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

[] (11) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAR 2012) of 52.225-3.

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

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

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

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits

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

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

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

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

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $5000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $10,000,000.00:

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

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; 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 five (5) years, six months..

(End of Clause)

C.8 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.9 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

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

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

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

C.10 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of Clause)

C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.12 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

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

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are

agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

(End of Clause)

C.13 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)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.16 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

[illegible]

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

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

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

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

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

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

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

(End of Clause)

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

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following

amount(s) per specialty per occurrence: *_____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

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

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

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

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

* Amounts from paragraph (a) above:

$1,000,000.00

(End of Clause)

C.20 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp.*)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (*http://www.x12.org*) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.22 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2008)

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

(End of Provision)

FAR Number	Title	Date
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

C.23 MANDATORY WRITTEN DISCLOSURES

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

C.24 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.25 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's

business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

QASP

See attached document: HUD-VASH Case Management QASP FINAL.

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

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

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

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

1 REQUISITION NO.	PAGE 1 OF

2 CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4 ORDER NO	5 SOLICITATION NUMBER	6 SOLICITATION ISSUE DATE
VA262-13-D-0141		VA262-13-J-7027		

7 FOR SOLICITATION INFORMATION CALL:	a NAME	b TELEPHONE NO (No Collect Calls)	8 OFFER DUE DATE/LOCAL TIME
	CHELSEA BLACK	[illegible]	

9. ISSUED BY CODE 00262

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

10. THIS ACQUISITION IS

__ UNRESTRICTED OR __ SET ASIDE: _____ % FOR:

__ SMALL BUSINESS
__ HUBZONE SMALL BUSINESS
__ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
__ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
__ EDWOSB
__ 8(A)

NAICS: 624229

SIZE STANDARD: Y $14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

X SEE SCHEDULE

12 DISCOUNT TERMS

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

13b RATING N/A

14. METHOD OF SOLICITATION __ RFQ __ IFB __ RFP

15. DELIVER TO CODE _____

Department of Veterans Affairs
11301 WILSHIRE BLVD.

LOS ANGELES CA 90073

16. ADMINISTERED BY CODE 00262

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

LOS ANGELES, COUNTY OF
DEPARTMENT OF MENTAL HEALTH

550 S VERMONT AVE FL 12

LOS ANGELES CA 900201912

TELEPHONE NO. DUNS: 104277942 DUNS+4:

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971

Austin TX 78714-9971

PHONE: FAX:

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	HUD VASH CASE MANAGEMENT AND HOUSING PLACEMENT SERVICES FOR THE SEVERELY MENTALLY ILL AND CHRONICALLY HOMELESS. FUNDING FOR BASE YEAR OF THE REFERENCED CONTRACT. PERIOD OF PERFORMANCE: 09/30/2013 -09/29/2014 PLEASE ENSURE TO CITE BOTH OF THE NUMBERS BELOW ON ALL INVOICES: PURCHASE ORDER NUMBER- VA262-13-J-7027 OBLIGATION NUMBER 691-C36050				

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

25. ACCOUNTING AND APPROPRIATION DATA

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

$600,000.00 $0.00

__ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA __ ARE __ ARE NOT ATTACHED.

X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA __ ARE X ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

X 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Marvin J. Southard, Director

30c. DATE SIGNED 9/30/13

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHELSEA BLACK

31c. DATE SIGNED

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SECTION A 1

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

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A.4 IT CONTRACT SECURITY 4

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

FAR Number	Title	Date
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp.*)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (*http://www.x12.org*) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

FAR Number	Title	Date
852.216-70	ESTIMATED QUANTITIES	APR 1984

A.3 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

A.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA

Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

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

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

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations

and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the

development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 2 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 3 days.

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

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

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

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

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of

the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

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

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

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

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

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

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

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

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

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

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

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

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

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

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

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

(2) Description of the event, including:

(a) date of occurrence;

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

(3) Number of individuals affected or potentially affected;

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

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

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

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

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

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

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

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

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

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

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

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

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

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

(End of Clause)

ATTACHEMENT II

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

ADULT SYSTEM OF CARE

HUD VASH GRANT PROGRAM BUDGET

YEAR ONE FY 2013-14

SALARY AND EMPLOYEE BENEFITS:				
MENTAL HEALTH PSYCHIATRIST	4735N	1.00	$	125,440
PSYCHIATRIC SOCIAL WORKER II	9035N	1.00		50,756
CLINICAL PSYCHOLOGIST II	8697N	1.00		65,430
MEDICAL CASE WORKER II	9002N	1.00		36,771
COMMUNITY WORKER	8103N	1.00		26,407
INTERMEDIATE TYPIST CLERK	2214N	1.00		24,970
Salary Savings				(94,080)
TOTAL SALARY AND EMPLOYEE BENEFITS		6.00	$	235,693

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BA FORM 03/13

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COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

November 26, 2013

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 2013-14

4 - VOTES

SOURCES		USES	
Department of Mental Health A01-MH-90-9031-20500 Federal Grants Increase Revenue	$450,000	Department of Mental Health A01-MH-1000-20500 Salary & Employee Benefits Increase Appropriation	$236,000
		Department of Mental Health A01-MH-2000-20500 Services & Supplies Increase Appropriation	$214,000
SOURCES TOTAL: $ 450,000		**USES TOTAL:** $ 450,000	

JUSTIFICATION

This adjustment is requested to increase appropriation to fund 6.0 FTE grant funded position and associated services and supplies to implement an intensive Housing First Assertive Community Treatment program intended to assist chronically homeless mentally ill veterans in LA County, fully funded by the federal VA grant award. There is no impact on net County cost.

Dawyn Harrison

AUTHORIZED SIGNATURE [NAME]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

#26 DEC 17 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ ACTION

☑ RECOMMENDATION

AUDITOR-CONTROLLER BY Karen Fukuoka

B.A. NO. 052 Nov 27 20 13

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER BY

December 2, 20 13

QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
Contracted HUD-VASH Case Management Program

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate Contractor actions while implementing this Statement of Work (SOW). It is designed to provide an effective surveillance method of monitoring Contractor performance under this contract.

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish.

This QASP is based on the premise, the Government desires to maintain a quality standard in providing primary care/mental health services to its patients. The resulting contract is considered the best means of achieving that objective.

PURPOSE

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In this contract the quality control program is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the Contractor to success. This QASP explains the following:

What shall be monitored.
How monitoring shall take place.
Who shall conduct the monitoring.
How monitoring efforts and results shall be documented.

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

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document shall ensure a robust quality assurance program.

PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards. The Performance Requirements Summary Matrix is incorporated within this QASP to include performance standards and disincentives. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL) defined below for each performance requirement.

Task	Standard	Performance Threshold/ Acceptable Quality Level	Method of Surveillance
General Requirements: Contractor services shall be furnished to eligible beneficiaries for whom such care is specifically authorized by the referring VA. Responsibilities shall include, but not be limited to: • Housing placement • Case Management services • Housing First/Assertive Community Treatment (ACT) Team services • Screening • Admissions/Referrals • Voucher usage/porting • Maintaining VA reporting and recording requirements	The Contractor will: a. Assist Veterans with obtaining housing in any area served by that medical center based on Veteran preference and housing availability. b. Work with Veterans and their families with a wide range of backgrounds and bio psychosocial challenges and vulnerabilities including, but not limited to, severe mental illness, chronic and current substance abuse, and serious medical problems. c. Screen the Veterans using VA approved screening and admission notes in the VA medical record including but not limited to a screening/admission note, release of information forms, housing service agreement, clinical reminders, suicide risk assessment, and safety plan, etc. Complete mental health treatment plans and act as the	90% during quarterly rating period	Monthly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's records.

	mental health treatment coordinator for all admitted Veterans. e. Accompany Veterans to Public Housing Authority (PHA) interview meetings, voucher session briefings, medical appointments, and other appointments as needed while working with Veterans to foster independence and a sense of self-determination. f.Participate in and coordinate with the VA Contracting Officer's Representative (COR)/ Liaison during weekly case conferences regarding updates and changes in Veterans' care plans to foster a collaborative relationship with the VA and Contractor in meeting Veterans' needs.		
Case Management: Contractor will assess the psychosocial and environmental needs or dysfunction secondary to or exacerbating the social, substance or psychiatric problems, which might contribute to Veterans' readjustment challenges in the community. Contractor will conduct high-risk screening, psychosocial assessment and treatment planning, actively involving the veteran and their family or	The Contractor will: a. Screen each Veteran for suicidal and homicidal risk with each contact. This screening shall be documented in progress notes, suicide risk assessments, and safety plans. b. Conduct Veteran visits as follows: • Intensive phase (months 1-3) – at least weekly visits with Veteran must occur • Stabilization phase (months 4-7) – at least twice a month visits • Maintenance phase (months 8-12) – at least	90% during quarterly rating period	Monthly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA

significant others, in coordination with the team members. Psychosocial assessments will include goals for clinical treatment. Contractor will match the intensity of the services provided to the needs of the Veteran, based on the Critical Time Intervention model for case management. Contractor shall have procedures in place to ensure clients have access to case management services twenty-four (24) hours per day, seven (7) days per week, which shall include crisis management and referrals. Contractor shall ensure consistency of case management services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions. Contractor shall have adequate and appropriate space available at the Contractor location for the VA staff to conduct group meetings with the Veterans under Contractor care. Contractor shall integrate Housing Stabilization planning with relevant VA health and mental health	monthly visits c. Engage the Veteran in the HUD-VASH process and take responsibility for interviewing, counseling and case management of identified Veterans who are at risk; providing psychosocial assessments to identify treatment needs which affect the Veteran's adjustment to their environment, and establish treatment goals d. Utilize counseling strategies to include crisis intervention and case management including both short and long-term services working toward long range HUD-VASH Program discharge goals e. Facilitate the Veteran's involvement in therapeutic and work restoration programs intervening and advocating on behalf of the Veteran. f. Formulate case-management treatment goals and plans that address identified needs, stressors and problems and review the current Housing Stabilization Plan and goals when there is a significant change in the Veteran's status or every 6 months. g. Conduct high-risk screening, psychosocial assessment and Housing		personnel inspect the contractor's records.

services.	Stabilization planning within 2 weeks of admission; actively involve the Veteran and their family or significant others, in coordination with the team members, based on the psychosocial assessments, including goals for clinical treatment. h. Provide direct mental health and substance abuse counseling within their scope of practice and assist in securing available VA services. i. Refer and provide access to VA Medical Facilities, VA Regional Offices, and community-based agencies for a variety of services that may include health care, entitlements, vocational assistance, education, recreation, and any other needed assistance j. Maintain and not to exceed the following Case Management Ratios: Assertive Community Treatment 10:1, Intensive Case Management and/or Critical Time Intervention 15:1, 25:1		
Housing Placement: Contractor will ensure rapid placement of each referred Veteran in safe community based housing appropriate to the Veteran's needs using the HUD-VASH voucher.	**Contractor will:** a. Develop with the Veteran and VA COR an Individual Housing/Service Plan to be written and signed by all parties within 1-2 weeks of program admission.	90% of referred cases	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran

	b. A review of the Individual Plans shall occur every 90 days in a clinical meeting with VA COR. c. Consult with the VA COR and Veteran regarding any changes in the Individual Plan and receive VA approval for any discharge from the program. d. 100% of the Veterans enrolled into the HUD-VASH program must meet HUD's definition of "chronically homeless" in fiscal year 2013. e. A minimum of 88% of the HUD-VASH vouchers must result in a Veteran being currently housed at the end of the fiscal year. f.A minimum of 90% of Veterans receiving case management services shall be housed within 90 days or less from date of admission into program until the Veteran has signed a lease. g. A minimum of 90% of Veterans receiving case management services shall remain housed for a minimum of one year and may only be discharged if approved by the VA. h. Provide hands-on assistance to enable the Veteran to find appropriate housing including, but not limited to, helping with the housing search and the process		satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's records.

	of moving in: transporting the Veteran to view housing options as needed; developing property lists of safe, decent, and stable housing units including use of on-line resources; obtaining pre-inspections and other inspections; and assist the Veteran in obtaining necessary amenities including necessary furniture and household items to establish a household. i. Work with the PHA and other community stakeholders to streamline the voucher application process. j. Assist Veterans in obtaining the needed documentation required by the Public Housing Authority including helping the Veteran complete and submit applications to request or obtain documentation and obtain the Veterans' signed Release of Information indicating permission for information exchange with PHAs, landlord and other community agencies. k. Accompany Veteran to all public housing authority appointments and voucher sessions; and attend all subsequent meetings between the Veteran and housing authority as collaboratively determined by the core team/contract staff. l. Assist Veteran in completing and submitting		

	PHA and other Federal, local and State entitlement programs. m. Advocate with potential landlords on behalf of the Veteran to secure a lease and advise any potential landlords that the Contractor shall be providing assistance and case management services to the Veteran once they are housed. n. Develop the budget and assist the Veteran in securing the necessary funding for move-in costs, not limited to accessing outside funding for all deposits, including utility deposits. o. Assist the Veteran in completing contacts with utility providers including applications for services, turning off or transferring utilities, requesting low income services. p. Ensure the Veteran is paying rent and utility bills in a timely manner and provide budgeting/money management assistance as needed		
Housing First/Assertive Community Treatment (ACT) Teams: In additional to all the requirements listed in this QASP the contractors will demonstrate the capacity to provide ACT Team services by providing a combination of staff to supplement case	**Contractor will:** a. Contractor will ensure that sufficient staff is available to provide the documented needs of the Veterans as well as the ability to make home visits consistent with Housing Stabilization Plans and the needs of the Veteran. b. Contractor will ensure	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The

management such as: • Community based mental health care by a psychiatrist or psychiatric nurse practitioner • Credentialed addiction specialists • Peer specialists	consistency of ACT team services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions in keeping with the HF-ACT model. c. Attend or participate in VA HF-ACT program training meetings or conferences as requested by VA based on local, network and national requirements. d. Comply with additional documentation and/or data reporting for the HF-ACT as requested or required by VA based on changing or subsequent local, VISN or national HUD-VASH program requirements.		Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's records.
Admissions/ Referrals:	**Contractor will:** a. Conduct and assist with outreach to acquire new referrals.	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the

			contractor's records.
Ending Case Management Services Graduation from case management is a goal of the program in order to help the Veteran achieve optimal functioning and the ability to live independently in the community	**Contractor will:** a. In consultation with the Veteran and VA COR/Liaison, determine if the Veteran achieves this milestone. b. Provide periodic follow-up post graduation. c. Work with the Veteran to eliminate barriers for successful completion of the program. d. Document in the VA medical record a discharge plan a minimum of one month prior to a Veteran discharge.	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's records.
Records and Reports: Documentation of Veteran assessments, service plans, individual contacts, progress reviews and other VA documentation requirements will be maintained utilizing VA medical records system (CPRS) and the VA Homeless Operations Management Evaluation System (HOMES).	**Contractor will document the following:** a. All essential identifying data relevant to the resident and his/her family including a bio-psychosocial assessment in CPRS. b. Data relating to the Veteran's admission in a progress note. c. Report within 24 hours on any significant contact with Veteran to include negative incidents, issues related to the Housing Stabilization Plan, changes in living status and all assistance provided to the	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA

	Veteran related to attending required appointments. d. Provide weekly written status reports including, but not limited to, the number of Veterans screened, enrolled, completed PHA applications, completed request for tenancy application, housed Veterans, Veterans discharged from program with reason, Veterans identified as chronically homeless, (HOMES) forms completed, name and contact information for case manager. e. Provide a weekly program information spreadsheet including but not limited to Veteran name, last four of SSN, status in program, contact information, and case manager name/contact information. f.All Veteran records shall be maintained in accordance with Federal, State, The Joint Commissions and/or CARF standards.		personnel inspect the contractor's records.
Life Skills:	Contractor will: • Provide life skills education and assistance such as: • Budgeting/money management • Advice on maintaining a clean and safe residence • Socialization • Instruction on how to be a good neighbor/tenant • Mental Health Wellness Self-Management /	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its

	mental health recovery living skills (if applicable) • Relapse prevention and harm reduction (if applicable) • Healthy lifestyle/living • Access to community resources • Parenting/family living skills (if applicable) • Family reunification and/or development of relevant social support networks. • Assist with obtaining legal Assistance-Free/Low Cost Resource. • Locating the local Specialty or Treatment Court • Assistance with light house cleaning, shopping, cooking		discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's files
Voucher Porting Contractors are responsible for two types of porting vouchers: 1. Within referring VAMC catchment area: Veteran can live within the jurisdiction of another PHA within the referring VAMC catchment area if contractor can still provide case management. 2. Outside catchment area: For moves outside the referring VAMC catchment area, the contractor must determine that the new VAMC has a	Contractor will: a. Complete closing VA documentation and assure smooth transition of the Veteran. b. Be responsible for administering case management services related to porting vouchers and will complete HUD-VASH portability forms and the appropriate HOMES forms.	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel

new HUD-VASH case management slot and that the new PHA has an available HUD-VASH voucher			inspect the contractor's records.
Qualifications – Facility/Accreditation/Licensing/Staff: Contractor will ensure that sufficient staff is available to provide the documented needs of the Veterans as well as the ability to make home visits consistent with treatment plans and the needs of the Veteran. Contractor will ensure consistency of case management services to enhance staff ability to engage and form relationships with Veterans and provide consistent and highly skilled interventions. Contractor will have procedures in place to ensure clients have access to case management services twenty-four (24) hours per day, seven (7) days per week, which will include crisis management and referral. The contractor shall utilize the personnel named in its quotation to perform the services required under this contract. In the event that any of the personnel named in the quotation	Contractor will be staffed by the following: a. Licensed Clinical Social Worker or Licensed Clinical Psychologist full time on staff. Schedule must permit 24-hour supervision of case management personnel for the purposes of clinical oversight, documentation and crisis management. The Licensed Clinical Social Worker or Licensed Psychologist must be available for team conferences as requested by the local VA medical center HUD-VASH program. In addition, he/she must ensure appropriate supervision of any non-clinical/non-licensed Contractor staff providing related supportive services to Veterans to ensure quality of care, such as peer support specialists, vocational services counselors, etc. b. Licensed Clinical Psychiatrist or Mental Health Nurse Practitioner. This position shall have a doctoral degree or Master's degree respectively from an accredited institution and be licensed in the state of California. This position must have the authority and license to within the state of California to prescribe medications.	100% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's files

are unable to perform the duties of this task order, for any reason such as death, illness, resignation from the contractor's employ, the contractor shall, within 5 business days, submit to the Contracting Officer and COR, in writing, a detailed explanation of the circumstances necessitating the substitution. The contractor shall submit a completed Contractor Change form (see Contractor Change Request), a resume for the proposed substitute, and any other information that may be needed to approve or disapprove the proposed substitution. Any substitution of personnel will occur without any increase to the contract price and without delay in the performance or delivery of services to the Government.	c. Case Managers with a minimum of a bachelor's degree, or at least 5 years of demonstrated case management experience with high needs / high intensity of services populations. There is a strong preference by VA for master's level case managers. d. Housing Specialist on staff with experience working with homeless individuals and with Public Housing Authorities available to assist Veterans with housing search and placement options. The Housing Specialist must be knowledgeable of community resources and experienced in housing placement. The Contractor facility shall meet the following: Contractor's facility conforms to the Life Safety Code, National Fire Protection Association (NFPA) #101 standards: http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=101&cookie%5Ftest=1 Contractor's facility meets all city, state and federal requirements concerning licensing and health codes; Contractor shall possess a valid Business License/Certification for the state where contract performance shall occur; (i.e.) California. Contractor facility must have a current Certificate of Occupancy permit or license as required by the authority that has jurisdiction to issue		

	and must adhere to all applicable local, state and federal laws. Contractor must have Certificate of Liability insurance for services provided. Contractor's facility shall be wheelchair accessible. Contractor must be in compliance with Americans with Disabilities Act Guidelines for Buildings and Facilities. http://www.access-board.gov/adaag/html/adaag.htm Contractor's facility shall have access to public transportation. Contractor's facility where services are to be provided shall be within the catchment areas of the VISN 22. Please refer to Section 2 for geographical areas.		
Transportation: In cases where the VA is unable to provide the Veteran with transportation, the Contractor shall locate local transportation for Veterans to attend appointments at the VA, SSA, PHA, benefits agencies, and landlords. Transportation may include assistance in obtaining and completing applications for obtaining bus passes, transit cards, or subsidized transportation services such as Access, and other identified needed	**Contractor will:** a. Ensure the manufacturer's rated seating capacity of all Contractor provided vehicles utilized to transport Veterans under this contract shall not be exceeded. b. Provide vehicles used to transport Veterans that are maintained in a safe operating condition. c. Only use drivers licensed for the type of vehicle operated. d. Have automobile liability insurance for all Contractor provided vehicles transporting	90% during quarterly rating period	Quarterly Veteran record review, site visits, observations at team meetings, conference calls, Veteran satisfaction. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel

services and entitlements.	Veteran patients.		inspect the contractor's records.

INVOICING: In addition to existing QASP requirements, the following weighted scale will be used by the facility HUD-VASH Contract Officer Representatives (CORs) to adjust monthly invoices when the requirements listed in the HUD-VASH statement of work (SOW) and/or the VA agreed upon individual service plan for the veteran have not been fully met by the contractor. All other scenarios outside the ones listed below will be reviewed and approved by the facility Contracting Officer Representative (COR) and Contracting Officer on a case by case basis.

1. Full payment will be rendered for the following scenarios:

- If contractor attempts to reach out to the veteran to no avail, but has documented diligent effort for the respective month. Diligent effort constitutes a total of at least three attempts (two should be written or via phone call) and the other should be a face to face (home visit, meeting at veteran's clinical appointment, agreed upon meeting place, etc.). These attempts should occur within one month
- If it is impossible to contact the veteran due to incarceration, hospitalization, travel, etc. with proper documentation.
- If there is a successful phone contact (clinical) and documentation of diligent efforts to make arrangements for a face to face visit for the respective week. (Ex. a clinical call with a scheduled face to face meeting, however, meeting never occurred due to non-compliance by the Veteran. A follow-up call by the case manager emphasizing the importance of face- to-face meetings should occur immediately (24hrs) after the no-show appointment.

2. Deduction of Full Payment is applicable if:

- Proper documentation is not in the CPRS and/or HOMES systems in a timely manner. Timely manner for CPRS is equivalent to within forty-eight hours (48 hrs) of the encounter (Note: the clinical note should be entered and signed within the 48hrs timeframe), and within the respective reporting period for HOMES. *(All invoices should be submitted to the VA by the 5th of every month for the previous calendar month. After the 5th, the contracting officer representative (COR) will begin reviewing documentation. Any notes that are input into the system after the 5th will not be considered for billing for the respective reporting month. If CPRS/HOMES are not working properly and prohibits the contractor from submitting documentation in a timely manner, then the contractor must submit a screen shot of the system outage message to the facility COR with their invoices.)*

- The contractor has no documented encounters with the veteran for the reporting period.

3. **Deduction of ½ payment for the respective week is applicable for the following scenarios** (Note: the agreed upon contractual monthly rate is $_____ per enrolled veteran per month):
   - A successful clinical phone call occurs between the veteran and contractor in lieu of a face to face visit for the respective week. (This is not inclusive of voicemail exchanges).
   - If the contractor has successful contact with family members, landlords, public housing authorities and other relevant parties in direct connection with the Veteran's individual service plan, but without the face to face encounter.

   *A week constitutes Sunday- Saturday which equates to seven (7) days of billing.
   *A successful attempt equates to direct contact with the veteran.

SURVEILLANCE: The Government quality assurance (QA) person and the COR shall use the surveillance methods listed below in the administration of this QASP.

a. Direct Observation. Direct observation shall be performed periodically or through 100% surveillance. All Performance Standards

b. Periodic Inspection. Evaluate outcomes on a periodic basis. Inspections may be scheduled Daily, Weekly, Monthly, Quarterly, Annually or unscheduled, as required. All Performance Standards

c. Progress or status meetings. All Performance Standards

d. Complaints. Complaints from agency personnel shall be passed to the Contractor's quality control inspector (QCI) for correction. All Performance Standards

STANDARD: Customer complaints shall not exceed the thresholds cited above for each performance objective. The Government's QA personnel shall notify the contracting officer for appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997) or the appropriate Inspection of Services clause, if any of the above service areas exceed the customer complaint thresholds.

DOCUMENTING PERFORMANCE

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

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

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contracting Officer (CO). In turn, the CO shall present the CDR to the Contractor's contracting personnel.

The Contractor shall acknowledge receipt of the CDR in writing. The CDR shall specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR shall also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

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

SURVEILLANCE: The Government evaluator shall evaluate the services required by each delivery/task order to ensure complete compliance.

PROCEDURES: The Government evaluator shall inspect to ensure Contractor compliance with the appropriate section of the Statement of Work (SOW) periodically. The evaluator shall record results of inspection, noting the date and time of inspection. If inspection indicates unacceptable performance, the Government evaluator shall notify the CO and/or QCI of the deficiencies within 3 business days and have QCI correct said deficiencies. Contractor shall be given notification to correct the deficiencies within a reasonable amount of time, on a case-by-case basis. The CO shall have the final authority on the amount of time the Contractor has to correct the deficiency. The evaluator shall not issue a receiving report accepting the services for the month in question until all deficiencies have been corrected.

FREQUENCY OF MEASUREMENT: During contract performance, the COR shall periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed. Performance Assessment Meetings will be conducted monthly. The Government may, at its discretion, choose any time, announced or unannounced, to have VA personnel inspect the contractor's files

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

9/30/13

Signature – Contractor Program Manager

Signature – Contracting Officer's Representative

Signature – Contracting Officer