

AGREEMENT FOR VETERAN'S TRANSITIONAL HOUSING PROGRAM

This AGREEMENT FOR VETERAN'S TRANSITIONAL HOUSING PROGRAM ("Agreement") by and between LIFE CHANGES, INC., whose address is P.O. BOX 3137, SPARKS, NV 89432, hereinafter referred to as the ("**PROVIDER**"); and the City of Reno, a municipal corporation in the State of Nevada, whose address is One East First Street, Reno, Nevada 89501, and hereinafter referred to as the ("**CITY**").

RECITALS

WHEREAS, City entered into Contract No. 36C26120D0005 for the period of October 1, 2019 through September 30, 2024, with the Department of Veterans Affairs to provide Emergency Residential Treatment Services for homeless Veterans of the VA Sierra Nevada Health Care System in accordance with the Performance Work Statement contained therein; and

WHEREAS, City has a need to subcontract for a service provider to provide said services City has contracted for with the Department of Veterans Affairs under Contract No. 36C26120D0005; and

WHEREAS, it has been determined that PROVIDER is duly qualified and experienced in the performance of said services; and

WHEREAS, CITY desires to retain the services of PROVIDER in accordance with the terms included under Contract No. 36C26120D0005; and

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into this Agreement, the parties mutually agree as follows:

ARTICLE I SCOPE OF SERVICES TO BE PERFORMED BY PROVIDER

1.1 Specific Services: PROVIDER agrees to provide services and deliverables as described in Contract No. 36C26120D0005, which CITY entered into with Department of Veterans Affairs on October 1, 2019, attached herein as **Attachment A**. However, should any term and condition in Attachment A contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

1.2 Changes of Scope of Work: No substantial changes to the scope of services may be made without prior written approval of both CITY and PROVIDER.

1.3 Principal-in-Charge: It is agreed and understood by CITY and PROVIDER that PROVIDER will be the principal in charge of the work as described in Attachment A. Any changes to the principal-in-charge shall be subject to written approval by CITY.

ARTICLE II TERM OF AGREEMENT

2.1 Term of Agreement: This Agreement shall be effective commencing as of the date this agreement is executed through September 30, 2024 or until deliverables have been accepted by the City, unless otherwise terminated or extended.

ARTICLE III COMPENSATION TERMS AND CONDITIONS

3.1 Compensation & Reimbursement: The fee for the Veteran's Transitional Housing Program shall be sixty-seven dollars (\$67) per occupied bed night. PROVIDER shall be reimbursed for all occupied bed nights as outlined in Contract No. 36C26120D0005 and the Performance Work Statement included therein. This agreement will cover reimbursement for up to seven (7) beds per night, however the parties may agree mutually in writing to allow for additional beds per night should funding allow.

In addition, if events or circumstances are encountered that result in a modification to the scope of the engagement, cost adjustments may be required. However, any proposed cost adjustments will be discussed in detail and negotiated with the City's Housing and Neighborhood Development Manager and subject to final written approval by the City's Housing and Neighborhood Development Manager.

Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred seventy-three thousand nine hundred forty-nine dollars (\$373,949).

3.2 Method of Payment: The manner of payment for the duration of the Agreement shall be as follows:

- (a) PROVIDER shall submit to the CITY monthly invoices based on the actual services rendered;
- (b) As a condition precedent to any payment to PROVIDER under this Agreement, PROVIDER shall submit monthly to the CITY a statement of account which clearly sets forth by dates the designated items of work for which the billing is submitted and the purchase order number that has been assigned for this Agreement; and
- (c) Original billing invoices should be addressed to:

City of Reno
Attention: Accounts Payable
P.O. Box 1900
Reno, NV 89505

- (d) PROVIDER shall receive payments from the CITY based upon approved invoices within thirty (30) days of CITY receipt of invoice.

ARTICLE IV GUARANTEE/WARRANTY

4.1 PROVIDER shall replace and or redo, at no cost to the City of Reno, any products or services purchased under this Agreement, if that product/service is deemed unacceptable for any reason resulting from deviations from the specifications contained herein, or as a result of improper procedures, and/or improper handling by PROVIDER.

ARTICLE V OBLIGATIONS OF CITY

5.1 CITY Responsibilities: Unless otherwise specified in this Agreement, the CITY shall be responsible for the following:

5.2 CITY Principal Contact: The CITY shall designate in writing a staff person to act as the CITY's principal contact with respect to the PROVIDER for services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to services covered by this Agreement.

5.3 Special Services: No additional services shall be performed and no additional compensation shall be permitted without a City approved written supplemental agreement. This supplemental agreement must be approved by the City's Housing and Neighborhood Development Manager, City Manager or City Council depending on the signatory authority required. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

ARTICLE VI OBLIGATIONS OF PROVIDER

6.1 Performance: PROVIDER agrees to devote the time necessary to complete performance of the above described services covered under this Agreement. PROVIDER is not precluded hereunder from representing or performing services for and being employed by other persons or companies, provided that such services do not create a conflict of interest relative to CITY.

6.2 Assignment: Neither this Agreement nor any duties or obligations, including the right to receive payment, under this Agreement may be assigned by PROVIDER without the prior consent of the CITY.

6.3 Compliance: PROVIDER shall, at their own expense, obtain and pay for all licenses, permits or fees and agree to observe and comply with all applicable federal, state and

local laws, rules and regulations, including but not limited to, compliance with State of Nevada Workers' Compensation laws and City of Reno business license requirements.

6.4 Independent Contractor: The parties understand and agree that PROVIDER is an independent contractor as recognized under Nevada law. Accordingly, with respect to the PROVIDER, the CITY will NOT:

- a) Withhold any income taxes;
- b) Provide workers' compensation coverage;
- c) Provide group insurance plans which may be available to CITY employees;
- d) Participate or contribute by either the independent contractor or the CITY to the public employees' retirement system;
- e) Provide for vacation leave or sick leave; or
- f) Approve or authorize unemployment compensation coverage.

6.5 Worker's Compensation Insurance: As required by the laws of the State of Nevada, PROVIDER shall carry during the term of this Agreement, Worker's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement. Specifically, PROVIDER shall comply with the provisions of NRS Chapters 616A, 616B, 616C regarding Industrial Insurance, and NRS Chapters 617 and 618 regarding Occupational Diseases, Safety and Health.

6.6 Insurance: PROVIDER shall maintain comprehensive general liability coverage for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence during the term of this Agreement. The City to be an additional insured with thirty (30) day notice of termination requirement for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Automobile coverage of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply. PROVIDER shall also maintain during the term of this Agreement professional liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000) aggregate. As evidence of insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written notice of cancellation to the CITY for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium. Certificates of insurance should be delivered to the office of the Risk Manager c/o Reno City Attorney's Office, at; 1 E. 1st Street, Reno, NV 89501, or mailed to: P.O. Box 1900, Reno, NV 89505.

ARTICLE VII TERMINATION OF AGREEMENT AND SERVICES

7.1 Notice and Termination: This Agreement and all services to be rendered hereunder may be terminated at any time upon thirty (30) days written notice from either party. In such event, all finished and unfinished documents, project data and reports shall become CITY property and shall be delivered to it or to any party it may designate. In the event of such termination, PROVIDER shall be paid for the work actually performed prior to the effective date of termination, plus any agreed on work required for closing the services.

7.2 Cancellation may occur in the event the type, quality and/or work is unsatisfactory to the City of Reno. In the event PROVIDER does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel the Agreement and to procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

7.3 In the event PROVIDER shall default or is terminated for default, they shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

7.4 In the event the City of Reno fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against this Agreement, necessitating cancellation of this Agreement, PROVIDER shall agree to hold the City of Reno free from any charge or penalty.

ARTICLE VIII GENERAL PROVISIONS

8.1 Entire Agreement: This Agreement supersedes any and all agreements, either oral or written between the parties hereto with respect to rendering of services by PROVIDER for the CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representation, inducements, promises, or agreements orally or otherwise have been made by any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties to this Agreement.

8.2 Non-Discrimination Policy: PROVIDER shall not discriminate in the employment of persons to work under this Agreement on the basis of age, color, creed, marital status, national origin, physical disability, political affiliation, race, religion, veteran status, sex, gender identity, gender expression or sexual orientation of such person or any other protected class status applicable under federal, state or local law, rule or regulation. Any violation of this provision shall constitute a material breach of contract.

8.3 Approvals. Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City's Housing and Neighborhood Development Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. Where this Agreement specifically refers to City Council, then City Council approval, consent or waiver is required. The City hereby authorizes the foregoing persons to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City.

8.4 Waiver: The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

8.5 Records: PROVIDER'S books, documents, papers and records ("Records") specifically relating to this Agreement shall be open for inspection and subject to audit, examination, excerpts and transactions, during working hours by the CITY, Reno City Attorney, the City's Finance Department, or any of their duly authorized representatives at the expense of the CITY. PROVIDER shall maintain all Records for three (3) years after the date of final payment and close of all other pending matters.

8.6 Indemnification:

- (a) To the fullest extent permitted by law, PROVIDER shall assume the defense of, indemnify and hold harmless the CITY and its officers, agents, employees, and volunteers (collectively "Indemnitees") from and against any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the PROVIDER or its sub-providers) and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorneys' fees and costs of investigation) that arise directly or indirectly, in whole or in part, from: (1) the services under this Agreement, or any part thereof, (2) any act or omission of PROVIDER, and sub-PROVIDERS to the PROVIDER, anyone directly or indirectly employed by it, agents of PROVIDER, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any indemnitee, subject to the provisions set forth below in this section.
- (b) PROVIDER assumes no liability for the sole negligence or willful misconduct of Indemnitees.
- (c) PROVIDER'S indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of PROVIDER's negligence or other breach of duty.
- (d) Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to PROVIDER's performance of this Agreement (including, without limitation, unemployment insurance, social security, business license taxes, and income taxes) shall be PROVIDER's sole liability.

8.7 Governing Law: This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit or equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted in a court of competent jurisdiction located in Washoe County, Nevada.

8.8 Drafting: This Agreement shall not be construed for or against a party by virtue of

which party drafted the terms and conditions of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

8.9 Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

8.10 Limited Liability: The parties will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any City breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8.11 Bankruptcy: In the event either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, files a petition or an answer in seeking a reorganization or arrangement with creditors or, as a debtor, invoke or takes advantage of the provisions of any insolvency law, including without limitation any provision of the United States Bankruptcy Act, or any proceeding in any court is instituted seeking to adjudicate either party as a debtor, bankrupt or insolvent, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof given to the appropriate party, the other party may by unilateral notice terminate this Agreement effective on any future date specified in such notice.

8.12 Notices: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered mail, certified mail, return receipt requested, or Federal Express, as follows:

CITY:

CITY OF RENO
Monica Cochran, Manager, Housing and
Neighborhood Development Division
One East First Street, 9th Floor
Reno, Nevada 89501

With copy to:

Reno City Attorney
P.O. Box 1900
Reno, Nevada 89505

PROVIDER:

LIFE CHANGES, INC.
Lisa Moore
P.O. BOX 3137
Sparks, Nevada 89432

A change in the designation of the person or address to which submittals, requests, notices and

reports shall be delivered is effective when the other party has received notice of the change by certified mail.

8.13 Authorization to Sign: The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Executed on this _____ day of _____, 2023.

CITY:

CITY OF RENO, NEVADA

By: Hillary Schieve, Mayor

PROVIDER:

LIFE CHANGES, INC.

Lisa Moore

By: Lisa Moore
Title: CEO
Address: P.O. Box 3137
Sparks, NV 89432

Dated: 5/19/3

ATTEST:

Mikki Huntsman, City Clerk

APPROVED AS TO LEGAL FORM:

Deputy City Attorney

Attachment A.

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

1. REQUISITION NO.

PAGE 1 OF 53

2. CONTRACT NO.

36C26120D0005

3. AWARD/EFFECTIVE DATE

10/01/2019

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME
Latasha Winston

b. TELEPHONE NO. (No Collect Calls)
916-923-4973

8. OFFER DUE DATE/LOCAL
TIME

9. ISSUED BY

Department of Veterans Affairs
VA Sierra Pacific Network (VISM 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-2609

CODE 612MCP

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS

☐ WOMEN-OWNED SMALL BUSINESS
(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

☐ HUBZONE SMALL
BUSINESS

☐ SMALL BUSINESS PROGRAM NAICS: 623220

☐ SERVICE-DISABLED
VETERAN-OWNED
SMALL BUSINESS

☐ EDWOSB

SIZE STANDARD:
\$15 Million

☐ 8(A)

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

N/A

14. METHOD OF SOLICITATION

☒ RFP

☐ IFB

☐ RFP

15. DELIVER TO

Department of Veterans Affairs
VA Sierra Nevada Health Care System
975 Kierman Avenue
Reno, NV 89502

CODE

16. ADMINISTERED BY

CODE 612MCP

Department of Veterans Affairs
VA Sierra Pacific Network (VISM 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-1012

17a. CONTRACTOR/OFFEROR CODE

3TBEO

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

RENO, CITY OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Department of Veterans Affairs
PWS VA-9(101) Financial Services Center

1 E 1ST ST FL 1ST

PO Box 149971
Austin TX 78714-9971

RENO NV 89501

PHONE:

FAX:

TELEPHONE NO.

DUNS: 04919413 DUNS4

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

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

☐ SEE ADDENDUM

19. ITEM NO.

20. See CONTINUATION Page
SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

Contractor shall provide Emergency Residential Treatment
Services for homeless Veterans of the VA Sierra Nevada
Health Care System in accordance with the Performance
Work Statement (PWS) contained herein.

Period of Performance 10/01/2019 through 09/30/2024
52 Weeks (Estimated upon completion of credentialing and
background check).

Ordering Period One: October 01, 2019 - September 30, 2020
Ordering Period Two: October 01, 2020 - September 30, 2021
Ordering Period Three: October 01, 2021 - September 30, 2022
Ordering Period Four: October 01, 2022 - September 30, 2023
Ordering Period Five: October 01, 2023 - September 30, 2024

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

25. ACCOUNTING AND APPROPRIATION DATA

See CONTINUATION Page

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

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

☒ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN
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

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

Sabina Newby, City Manager 10/1/19

30c. DATE SIGNED

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

Digitally signed by DURELL M. SALAZ

DURELL M. SALAZ 702974

Durell Salaz
Contracting Officer

702974

Date: 2019.10.01 09:27:00 -07'00'

31c. DATE SIGNED

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Prescribed by GSA - FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 53	
2. CONTRACT NO. 36C26120D0005		3. AWARD/EFFECTIVE DATE 10/01/2019		4. ORDER NO.		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Latasha Winston		b. TELEPHONE NO. (No Collect Calls) 916-923-4973		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609				CODE 612MCP		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 623220 SIZE STANDARD: \$15 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO Department of Veterans Affairs VA Sierra Nevada Health Care System 975 Kirman Avenue Reno, NV 89502				CODE		16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-1012	
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TELEPHONE NO.				DUNS: 04919413 DUNS+4:		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
		Contractor shall provide Emergency Residential Treatment Services for homeless Veterans of the VA Sierra Nevada Health Care System in accordance with the Performance Work Statement (PWS) contained herein. Period of Performance 10/01/2019 through 09/30/2024 52 Weeks (Estimated upon completion of credentialing and background check). Ordering Period One: October 01, 2019 - September 30, 2020 Ordering Period Two: October 01, 2020 - September 30, 2021 Ordering Period Three: October 01, 2021 - September 30, 2022 Ordering Period Four: October 01, 2022 - September 30, 2023 Ordering Period Five: October 01, 2023 - September 30, 2024					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Sabra Newby</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sabra Newby, City Manager		30c. DATE SIGNED 10/1/19		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Durrell Salaz Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: City of Reno, Housing and Neighborhood Development
1 E 1st St 12th Floor
Reno, NV 89501-1616
- b. GOVERNMENT: Contracting Officer 36C261 Durell Salaz
Department of Veterans Affairs
Network Contracting Office (NCO) 21
5342 Dudley Blvd., Bldg. 209
McClellan CA 95652
- c. ADMINISTRATION: Contract Specialist 36C261 Latasha Winston
Department of Veterans Affairs
Network Contracting Office (NCO) 21
5342 Dudley Blvd., Bldg. 209
McClellan CA 95652

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

4. GOVERNMENT INVOICE ADDRESS: Invoices will be electronically submitted to the Tungsten website at <http://www.tungstennetwork.com/uk/en/> Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact:

Tungsten Support
Phone: 1-877-489-6135
Website: <http://www.tungsten-network.com/uk/en/>
Department of Veterans Affairs Financial Service Center
Phone: 1-877-353-9791 Email: vafscched@va.gov

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

AMENDMENT NO	DATE
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B.2 SCHEDULE OF PRICE AND SERVICES

Contractor shall provide Contracted Emergency Residential Services (CERS) to Homeless Veterans in a community-based housing facility, offering a safe and secure environment that supports their goals for recovery for the VA Sierra Nevada Health Care System. The “day” unit is defined as room and board to accommodate one (1) Veteran per bed/per night (DAY is considered 24 hours). All services shall be provided in accordance with Performance Work Statement (PWS) contained herein.

The guaranteed minimum award amount for this contract is \$1,000. The maximum aggregate value of orders that can be placed under this contract is \$1,500,000.00. The Government does not guarantee that it will place any orders under this contract more than the guaranteed minimum award amount.

ORDERING PERIOD ONE: October 1, 2019 – September 30, 2020

CLIN NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Provide 7 beds per day to Homeless Veterans on a per diem basis in accordance with the PWS (7 Beds x 366 day = 2,562)	2,562	DY	\$70.00	\$179,340.00
Grand Total for Ordering Period One					\$179,340.00

ORDERING PERIOD TWO: October 1, 2020 – September 30, 2021

CLIN NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Provide 7 beds per day to Homeless Veterans on a per diem basis in accordance with the PWS (7 Beds x 365 day = 2,555)	2,555	DY	\$72.10	\$184,215.50
Grand Total for Ordering Period Two					\$184,215.50

ORDERING PERIOD THREE: October 1, 2021 – September 30, 2022

CLIN NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Provide 7 beds per day to Homeless Veterans on a per diem basis in accordance with the PWS (7 Beds x 365 day = 2,555)	2,555	DY	\$74.26	\$189,734.30
Grand Total for Ordering Period Three					\$189,734.30

ORDERING PERIOD FOUR: October 1, 2022 – September 30, 2023

CLIN NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Provide 7 beds per day to Homeless Veterans on a per diem basis in accordance with the PWS (7 Beds x 365 day = 2,555)	2,555	DY	\$76.49	\$195,431.95
Grand Total for Ordering Period Four					\$195,431.95

ORDERING PERIOD FIVE: October 1, 2023 – September 30, 2024

CLIN NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
5001	Provide 7 beds per day to Homeless Veterans on a per diem basis in accordance with the PWS (7 Beds x 366 day = 2,562)	2,562	DY	\$78.78	\$201,834.36
Grand Total for Ordering Period Five					\$201,834.36

ORDERING PERIOD ONE: **\$ 179,340.00**

ORDERING PERIOD TWO: **\$ 184,215.50**

ORDERING PERIOD THREE: **\$ 189,734.30**

ORDERING PERIOD FOUR: **\$ 195,431.95**

ORDERING PERIOD FIVE: **\$ 201,834.36**

TOTAL AMOUNT FOR ALL ORDERING PERIODS: **\$ 950,556.11**

Note: If 52.217-8 is utilized, the period immediately preceding ordering Period Five pricing will be utilized for the duration of the extension.

B.3 PERFORMANCE WORK STATEMENT

1. **PURPOSE:**

- 1.1. The Department of Veterans Affairs (VA) Sierra Nevada Health Care System (VASNHCS) located at 975 Kirman Avenue, Reno NV 89502, has a requirement to provide Emergency Residential Treatment Services in Washoe County, Nevada as part of its Community-Based Health Care for Homeless Veterans (HCHV) program. The goal of the HCHV program is to remove homeless Veterans from the street or habitation unfit for Veterans and place them in community-based, residential environments with supportive services sufficient to meet their needs and ultimately, facilitate the improvement of their overall health status and housing situation utilizing a low-barrier, housing first approach. With these combined approaches barriers are reduced to allow for easier access to services along with connecting homeless individuals to housing as soon as possible without preconditions or barriers to entry. The period of performance of the resulting Contract will be a base year and four (4) one-year ordering periods. This contract represents a Firm Fixed-Priced, Indefinite Delivery-Indefinite Quantity contract. Costs not incorporated into the Contractor's price will NOT be reimbursed by the Government.

2. **BACKGROUND:**

- 2.1. Through the HCHV program, VA provides outreach and case management services to Veterans and facilitates their access to a broad range of medical, mental health, and rehabilitative services. The purpose of this solicitation is to obtain offers from contractors who can provide care and case management services to veterans, (males and females) who are homeless, in community-based residential settings that offer a safe and secure environment to support veterans' physical, mental and social rehabilitation and recovery goals. It is understood that the Veterans, both male and female, being served through this contract may have been diagnosed with severe mental illness and/or substance use disorders. Veterans served through this contract may also be involved in the judicial system and/or have on-going medical issues. The Contractor will be required to provide a rehabilitative milieu as well as residential case management services but shall not provide clinical or detoxification or other hospital level treatment – those services will be provided by the VA at VA facilities. The VA will not provide homeless Case Management services to Veterans in addition to the Case Management provided by contractor. All facilities will encourage Veterans to complete their agreed upon recovery plans prior to discharge.

3. **SERVICES TO BE PROVIDED:**

- 3.1. The Contractor shall provide all labor, supervision, housing, material and supplies necessary to provide emergency residential treatment, rehabilitative and supportive services. Services will be provided on-site at the Contractor's facility, in accordance with all terms and conditions, provisions and requirements listed herein. The prices provided in the Price Schedule shall be inclusive of all "basis services" as may be necessary in the treatment of the Veteran. "Basis Services" shall be defined in the Performance Work Statement.
 - 3.1.2. **Case Management Services.** Contractor shall have a Case Manager dedicated to Veteran residents on-site at least 40 hours per week and is expected to meet as least weekly with the Veteran Residents. The Contract Case Manager shall be responsible for the in-take assessment of Veteran residents once referred by the VASNHCS HCHV staff. Additionally, the Case Manager shall provide the following:

- 3.1.3.1. A thorough written Individualized Care Plan (ICP) will be developed within 72 business hours of admission for each Veteran. Individual counseling with a focus on areas including but not limited to self-care skills, adaptive coping, education of the process of illness and recovery, financial planning, permanent housing search, written care plan, referral for financial benefits, social skills enhancement, and vocational rehabilitation as appropriate. Additional supportive services may include, professional and vocational rehabilitation counseling in collaboration with VA programs and community resources. Special attention will be made to address High Suicide Risk (HSR) Veterans as identified by the VA Liaison, VA Mental Health Staff and/or the contracted Case Manager. On a weekly basis the contracted case manager will be required to update the VA Liaison on Veteran progress and/or safety concerns. Contracted Case Manager will review the HSR Safety Plans with the Veteran on a Bi-weekly basis. HSR Safety Plan reviews and a copy of the Veteran's Safety Plan will be documented in the chart. All Contractors will provide proper documentation verifying services and case management efforts by all team members. It is expected that notes are written professionally in a format that utilizes the clear settings of goals and documents progress toward those goals. (e.g. SNAP, SOAP, or SMART notes).
- 3.1.3.2. Instruction in and assistance with health and personal hygiene.
- 3.1.3.3. Scheduled visits with each Veteran resident and open office hours to discuss progress towards long term goals established at in-take.
- 3.1.3.4. All veterans must receive an intake packet within 72 business hours which includes, at minimum, the following information: Description of the Contractor's services; Grievance Policy; Emergency Procedures; Patient Rights and Responsibilities; and Reasonable Accommodation.
- 3.1.3.5. Financial Planning activities should be provided to support Veterans in developing a short and long-term plan to understand and effectively deal with their current financial situation and how to improve it. Financial planning efforts may be provided in a group, but preferable through one on one case management services. All Veterans should be referred to apply for any and all financial resources for which they may be eligible, including (but not limited to): VA Benefits (Service Connected Compensation/NSC Pension), Social Security/SSI, Etc., Food Stamps. At a minimum of 4 financial planning activities appropriate to the Veteran's individual circumstance must be documented monthly.
- 3.1.3.6. Employment Services referrals will be made to all relevant employment opportunities the Veteran is eligible for and interested in. Case Managers will document all structured activities that support Veteran in applying for employment as appropriate based on needs of Veteran as identified in the assessment.
- 3.1.3.7. Permanent Housing Search is required by programs to provide Veterans with direct and ongoing assistance in achieving permanent housing. As a primary goal of the HCHV program, plans for Veterans' transition to permanent housing placements must be clearly reflected in each Individualized Care Plan and in weekly case management notes. As part of this plan, Veterans' housing history and needs must be assessed through a formal and thorough Housing Assessment completed within 72 business hours of program admission. Housing Assessments must identify Veterans' housing history, strengths, and barriers. Should Veteran refuse to engage with program staff regarding plans for permanent housing transition, motivational interviewing and other

therapeutic techniques will be used to address Veteran ambivalence. All efforts to engage Veteran regarding housing plans, options, and resources shall be clearly documented and include any therapeutic techniques utilized. Contractor staff must provide direct assistance to Veterans in developing permanent housing plans and accessing appropriate housing resources. These services shall be provided weekly through one to one case management. Examples of expected housing services include: 1) assistance obtaining and reviewing Veteran's Free Credit Report, identifying housing strengths, and/or barriers associated with current credit status; 2) Creating a Tenant Portfolio with Veteran that contains all relevant documents required in the rental process, including a completed sample rental application for Veteran, income verification documents, identification, applicable subsidies, etc.; 3) Reviewing affordable housing rental options and Permanent Supportive Housing program offerings, and assisting Veterans with making appropriate rental inquiries and submitting completed rental applications; 4) Conducting regular and individualized housing advocacy efforts, including transportation, assistance scheduling, meeting, and communicating with property managers and landlords, and engage in troubleshooting where rental barriers or denials occur in the housing search process. All housing efforts by Contractor shall be documented clearly and presented to HCHV Liaison upon request. Mere communication with Veterans regarding housing, without subsequent Contractor staff action and follow-up, shall not on its own meet the above requirements.

- 3.1.3.8. Discharge planning, after consultation with the HCHV staff, to appropriate follow-up housing including assistance with referrals and applications. Securing permanent housing will be the discharge goal for every Veteran. The program is expected to assist with the formulation of an initial discharge plan within 14 business days of program admission. The plan should clearly identify objectives and tasks, including dates for completion of each, and should be updated on an ongoing basis throughout the episode of care to accurately reflect progress. Paperwork required for discharging a Veteran from any HCHV program is required via fax or secure messaging within 24 business hours from known discharge. All Veterans scheduled for discharge based on behavior must meet with the treatment team and work with the team to determine the most therapeutic option for the Veteran. This does not include violations for safety reasons or verbal abuse. Please note: Profanity does not in and of itself constitute abuse and shall not exclusively be considered grounds for discharge. Any and all actual or threatened violence will be grounds for discharge. Veterans may be discharged for safety reasons at any time. All negative discharges will be subject to a full team debriefing, including VA Liaison, to look for opportunities missed to intervene sooner. All discharges are subject to the Contractors grievance procedures and must allow clients the opportunity to be represented by the VA Liaison in the grievance process. Reasonable efforts must be made to coordinate with the Liaison in order to schedule an appeal. Lastly, all TQI measures must be met in order to receive the highest past performance rating. These include the following: HCHV1 discharge to Independent Housing > 50%; HCHV2 discharge with negative exits < 20%; Bed Occupancy >85%; Length of Stay ≤ 90 days; Employed at Exit 30%; VA Benefit Applications Pending for all eligible Veterans 15%; Non-VA Benefit Applications Pending for all eligible Veterans 8%.

- 3.1.3.9. Internal Grievance Procedure Processes must be used to resolve conflicts within the program. Programs must have written policies and procedures for resolving grievances, including a statement regarding the client's right to request reasonable accommodation, and must post them in a place conspicuous and be accessible to

clients. In addition, each client shall receive a copy of the grievance policies and procedures, upon intake and upon receiving a warning or discharge notice.

3.1.3.10. It is expected that Contractor beds will be maintained at an average minimum of an 85% occupancy rate but at a preferred rate of 90% as calculated based upon number of bed nights available per quarter. If this rate is not consistently attained a Corrective Action Plan will be developed by the Contractor as part of the QASP and/or process improvement plan. Adjustments in contract funding may occur through modifications if occupancy is not maintained. Failure to maintain year to date occupancy rate at or above 85% may be grounds for immediate termination for convenience.

3.1.3.11. Contractor will be responsible to engage in outreach in the community both independently and in collaboration with the VA Sierra Nevada Health Care System at least twice per month. In addition, clear documentation for outreach activities must be made available to Liaison upon request during the QASP review. Contractors will maintain occupancy by engaging in outreach services and will be knowledgeable about outreach best practices generally accepted in the community.

3.1.3.12. Veterans cannot be denied entry into HCHV Contracted Residential Services based solely upon length of current abstinence from alcohol or non-prescribed controlled substances, the number of previous treatment episodes, the time interval since the last program entry, the use of prescribed controlled substances, disability, or legal history. This includes a Veteran's status of being a victim of domestic violence and as such cannot be considered during the screening process. The screening process must consider each of these special circumstances and determine whether the program can meet the individual Veteran's needs while maintaining the program's safety, security, and integrity. All Contractors must employ a harm reduction approach.

3.1. **Supportive Services.** The Contractor shall provide the following supportive services:

3.1.1. Assistance with local transportation for Veterans to and from VA medical and dental appointments and other scheduled meetings and appointments. The Contractor will be expected to help the Veteran access public transportation, including providing information and instructions necessary to enable Veterans to utilize public transportation.

3.1.2. Assistance in obtaining a driver's license, a DD Form 214, or completing applications as needed for public assistance/ services and required social services.

3.1.3. Opportunities to participate in spiritual worship.

3.2. **Rehabilitative Services.** Each Veteran will have an Individual Care Plan completed by the Contractor with input from the Veteran and the VA Homeless Program Liaison or Designee. Rehabilitative services will be stated in the plan of care.

3.2.1. Collaboration and coordination with VA Program Staff will be conducted as needed and will include coordination of supportive psychosocial services. In particular, coordinated efforts must be made with the Liaison around medical, mental health, admission, and discharge needs.

3.2.2. Program environment should be conducive to positive social interaction and the fullest development of the Veteran's rehabilitative potential. The Contractor is expected to support the Veteran in gaining and applying knowledge of the recovery process, and to provide individual and group sessions focusing specifically on the treatment of mental health and substance use disorders, as well as providing other supports as needed to

facilitate progress in the individual's overall recovery effort. Assistance to gain and to apply knowledge of the recovery process in an environment supportive of recovery models including a focus on Harm Reduction rather than strict abstinence and supportive of a Housing First approach. Pursuant to these principles, drug testing may not be used to discharge or discipline a Veteran but may be used as a clinical intervention to modify behavior.

- 3.2.3. Structured group activities should be available to Veterans admitted to the program. At a minimum, Veterans should plan to attend 2 or more such activities per month. Examples of appropriate group activities include: group therapy, relapse prevention, life skills training, social skills training, Alcoholics Anonymous, Narcotics Anonymous, vocational counseling, and permanent housing search groups. For the purposes of this contract, "House Meetings" and VA Housing Resource Groups may not be counted as a structured group activity since groups should have a therapeutic value and facilitation shall be the responsibility of the Contractor. Should a Veteran have a mental health, medical, family, and/or employment obligations which directly conflicts with this requirement, alternative group activities will be arranged, and/or the Contractor will clearly document efforts made to accommodate the Veteran.

3.3. Residential Room and Board.

- 3.3.1. Clean and sanitary housing.
- 3.3.2. One single bed per occupant with fitted sheets, blankets and pillows.
- 3.3.3. Storage space with locking capability for clothing and personal property. The Contractor will allow Veteran to store personal belongings for at least 72 hours after formal HCHV discharge.
- 3.3.4. Toiletries and bath linens (e.g. soap, toothbrush, toothpaste, towels, washcloths).
- 3.3.5. Indoor recreation/lounging areas.

- 3.4. **Laundry Facilities.** Laundry facilities and products shall be available for no additional fees for residents to do their own laundry or to have laundry done.

3.5. Referral Process.

- 3.5.1. The VA is responsible for determining eligibility of Veterans prior to acceptance by the Contractor for services. After receipt of a Release of Information (ROI), a written pre-approval from VA staff is required (Placement Agreement) and shall be provided to the Contractor for each Veteran referred for services under the contract. If there is an urgent need to admit a Veteran and VA Staff is not available to provide a written approval (Placement Agreement) in a timely manner, a verbal approval is acceptable. Any admissions that occur without written/verbal approval must be verified by VA Staff within 24 business hours in order for the Contractor to receive payment for time spent prior to approval (e.g. admission after hours or during the weekend). Written documentation of eligibility verification, signed by an authorized VA Staff, shall be obtained by the Contractor as soon as possible for each Veteran referred for services under the contract for inclusion in the Veterans Program file.

- 3.5.1.1. Contractor should make reasonable accommodations and provisions to process intakes and admits of Veterans into the contract program within business hours each day

during the work week. Contractor should also make reasonable accommodations and provisions for admits and intakes after normal business hours for those veterans being discharged from the Veterans Administration Emergency Department or Hospital.

- 3.5.1.2. Contractor should make every effort to accommodate veterans who are working. Contractor should allow the working veteran to meet program requirements through alternate avenues, such as at the VA hospital and with the utilization of off-site AA meetings. Contractor should make every effort to provide veteran with access to the telephone and the ability to meet obligations and commitments made prior to program entrance.
- 3.5.1.3. Veterans entering the program who are already engaged with the VA Hospital Mental Health Service and recovery groups should be accommodated and given every opportunity to continue those appointments and group meetings.
- 3.5.1.4. It is understood that the type of Veterans to be cared for under this contract will require care and treatment services over and above the level of room and board. To be eligible for placement in emergency contract beds, all Veterans must be homeless and be eligible and registered for VA Medical Services.
- 3.5.1.5. Contractors are encouraged to provide housing and services to special Veteran populations, such as but not limited to the following: medically compromised Veterans, Veterans with young children, Veterans with sex offender status, seriously mentally ill Veterans, Veterans who have abused drugs or alcohol for many years and/or Veterans who have been involved with the legal system.
- 3.5.1.6. Veteran residents shall receive a clinical assessment by the VA before being referred to the Contractor. In addition, a negative TB screen within the last 6 months will be required prior to referral.
- 3.5.1.7. The COR shall arrange admission of the Veteran residents with the Contractor. The Contractor shall record the date and time of admission in the Veteran resident's file and include that information on the first monthly invoice. The initial stay for a Veteran should be no longer than 90 days. Any extension of the stay after 90 days must be authorized by the VA Homeless Program Liaison or Designee, provided that there is clean clinical indication and availability of funds. Only extraordinary circumstances will be considered in order to extend service periods in excess of 6 months for individual Veterans and these must be authorized by the Medical Center Director or Designee.
- 3.5.2. **Records and Reports.** An individual client record will be maintained on each Veteran resident referred, including reasons for referral and documentation of Veterans' progress within the program. This shall also include sign-in sheets whenever possible. When requested, the Contractor shall provide to the VA:
 - 3.5.2.1. All essential identifying data relevant to the Veteran resident including a socio-cultural assessment, weekly progress reports or notes, and documentation of any case management interventions or patient care conferences.
 - 3.5.2.2. The intake assessment and continuing care plan developed with the consultation of the Veteran resident and HCHV staff.

- 3.5.2.3. The Contractor shall have reasonable rules governing day-to-day life and activities in the facility. Such rules clearly inform Veterans of the obligations upon which their continued participation in the program depends and the consequences for non-compliance. Veterans will be provided a copy of the rules at intake and upon request. In addition, Contractor will post the rules in a location readily accessible to clients and visitors. These rules must include detailed Patient Rights and the procedures that the Contractor has in place to protect the Veteran rights and dignity. Veterans must be permitted to exercise these rights without fear of reprisal. If requested, Contractors must reasonably accommodate Veterans whose compliance with the program rules is limited by the Veteran's physical or mental disabilities, in accordance with the Americans with Disabilities, the Federal Fair Housing Amendments Act, Section 504 of the Rehabilitation Act, including those requirements covering reasonable accommodations for disabilities and the use of assistance animals, and all other applicable State or Federal laws. Contractor must equally apply all rules, policies, and procedures to Veterans, unless a Veteran has asked for a reasonable accommodation due to his/her disability. In addition, Contractor must post rules and provide the Veteran with the rules which specify the reasons or conditions for which a Veteran may be sanctioned or discharged, including those behaviors which constitute gross misconduct and are grounds for immediate discharge from the program and those which would prompt a written warning if violated and potential discharge if violated repeatedly. Contractor will describe the formal appeal procedures through which clients may appeal program regulations, sanctions or discharges. This information must be provided to clients in writing upon intake and must be clear and easily understandable by clients. This information will include: immediate contact with VA Liaison; Timely due process provisions which should include 2 warning notices for violations which do not result in immediate discharge prior to issuance of a discharge notice and an opportunity for a case conference after warning is issued to the client; Notice of, and access to, formal appeal procedures; Notice of the conditions or process for re-admission to the program; and Reasonable efforts to provide an appropriate referral to another facility or appropriate level of care as needed. This does not apply to Veterans who are discharged for danger to self or others.
- 3.5.2.4. Contractors must protect the rights and dignity of the individual or family served in all phases of service delivery. At a minimum, providers must afford each Veteran the following rights and protections. Clients must be permitted to exercise these rights without fear of reprisal.
- 3.5.2.4.1. Veterans are entitled to enjoy a safe and healthful environment in the program
 - 3.5.2.4.2. Veterans are entitled to be treated in a manner that respects their dignity, privacy, and individuality.
 - 3.5.2.4.3. Veterans with disabilities are entitled to reasonable accommodations under fair housing laws when such accommodations are necessary because of their disability.
 - 3.5.2.4.4. Veterans are entitled to remain in the program and not be involuntarily removed without reasonable notice, good cause, and just procedures.
 - 3.5.2.4.5. All program clients are entitled to just and standardized procedures for determining eligibility, admissions, sanctions and discharges, and resolving grievances.

- 3.5.2.4.6. Veterans are entitled to reasonable privacy and confidential treatment of personal, social, financial, medical, mental, and behavioral health records, except as necessary to further treatment, information and referral services, and in compliance with the resident's consent to release information.
- 3.5.2.4.7. Veterans are entitled to the full exercise of their civil, constitutional, and legal rights.
- 3.5.2.4.8. Veterans will have on-going opportunities to voice opinions, to participate in program operation and programming, and to make suggestions regarding programming and rules.
- 3.5.2.4.9. Veterans' rights must be protected against all forms of discrimination, including those based on race, religious creed, color, national origin, ancestry, language, disability (physical or mental health), medical condition, marital status, familial status, age, gender, sexual preference, source of income, or political affiliation will not be condoned nor tolerated.
- 3.5.2.4.10. Contractors will develop a written policy for transgender clients that provides for safe, secure, and dignified case management as well as accommodate the special requirements needed for privacy. Transgender clients will have access to sleeping accommodations and bathroom facilities based on their gender of identification, regardless of physical characteristics or gender conformity. People who do not clearly identify as male or female should have access to whichever sleeping and/or bathroom accommodation that helps them feel safest. Where there are single-use showers and bathrooms in the facility designated for residents, transgender residents will be told about them and welcome to use them but not required. It is the Contractor's responsibility to promote a safe environment for transgender clients amongst the general population.
- 3.5.2.4.11. Programs must post these policies in a conspicuous place and in appropriate languages.
- 3.5.2.4.12. All policies and procedures will be in writing and subject to review by the VA.
- 3.5.2.5. Reports of all critical incidents involving Veteran residents immediately after occurrence, via telephone, text, or email. A written incident report shall be provided by the Contractor to the COR within 24 hours of the incident. Critical Incidents includes the following: Falls, slips or trips; Assault; Elderly/Dependent Adult Abuse or Neglect; Sexual Assault; Fire (Veteran Involved); Medical Emergency; Hospitalization; Suicide, Suicide Attempt, Suicidal Ideations; Homicide or Homicidal Ideations; Death; Infectious Control (Bed Bugs, TB, Scabies, etc.); Active Substance Abuse; Observation/Possession of Weapons; If Medications are Lost, Stolen, or Miss-Used.
- 3.5.2.6. Copies of any medical prescriptions or instructions issued by VA physicians, including orders, if any, for medications to be taken.
- 3.5.2.7. Reports of periodic re-evaluation by program staff to include any measures of movement toward rehabilitation goals, with particular focus on the attainment of self-help skills.

- 3.5.2.8. Notification to the COR within 24 hours of discharge.
- 3.5.2.9. Discharge summaries on each Veteran resident who leaves the program, to include reason for leaving, the Veteran resident's future plans, and follow-up locator information, shall be provided to the COR within 24 hours of discharge from the program.
- 3.5.2.10. The Contractor shall notify the VA of unauthorized absences by a referred Veteran from the facility within 24 hours of Veteran's absence. Should a veteran absent himself/herself from the Contractor's facility in an unauthorized manner, payment for services for that Veteran shall be continued for a maximum period of 24 hours, provided there is a documented active outreach attempt on the part of the Contractor's staff to return the Veteran to the facility and there is a reasonable belief that the Veteran will return. Management of program dropout rate will be an element of quality assurance review of this program. The VA Liaison may authorize payment for excused absences up to 72 hours if there is a compelling medical or mental health need and the excused absence is verified a priority. The Contractor shall notify the authorizing VA facility immediately when a medical emergency occurs that requires hospitalization of a referred Veteran. It is agreed that the Veteran will be admitted to the appropriate VA facility. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-federal facility is acceptable. If hospitalization of a non-emergency nature is required, it is agreed that admission to the appropriate VA facility will be accomplished promptly. The contract will make arrangements for admission and support the Veteran with any transportation issues that may arise.
- 3.5.2.11. The VA reserves the right to remove any or all Veterans from the facility at any time without additional cost, when it is determined to be in the best interest of the VA or the Veteran. This includes discharge from facility for ongoing bed bug infestation.
- 3.5.2.12. Individual case records will be maintained in confidence as required by U.S.C. Title 42, Chapter I, Part II, "Confidentiality of Alcohol and Drug Abuse Patient Records" found at <http://www.hhs.gov/ohrp/archive/documents/19750701.pdf>. Records will be accessible to the evaluation study required by Congress. The Contractor shall provide treatment and discharge planning reflecting a team assessment of health, social, and vocational needs and the involvement of the Veteran, the VA staff and appropriate community resources in resolving problems and setting goals. An individual case record will be created for each referred Veteran. The Contractor shall comply with applicable requirements of the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part II) and the Confidentiality of Certain Medical Records (38 USC 7332). The files shall include: Reason for referral and weekly progress reports or notes and documentation of any case management interventions or patient care. Case records should also include: Copy of ID; ROI; Placement Agreement; Goals Worksheet; Admission/Discharge Date; Contractor Program Agreement; Agency Informed Consent; Client Rights and Responsibilities; HIPPA/Privacy Practice; HMIS/ROI for Miner; Grievance Procedure; House Rules; Rules for Passes; TB test within the last 12 months; proof of income, budgeting and financial planning; assessment of needs; barriers and strengths; Housing Plan; Personal Goals Plan; documented goals activities; documented mental health services; documented group activities; discharge plan completed within 5 days of program admission; and summary of exit with reason for leaving, future plans, and location information.

- 3.5.2.13. Quarterly and/or Periodic Reports (e.g. Fiscal Accountability) as required and/or requested. The Contractor shall provide the Liaison with a written report of program activities on a Quarterly Basis in accordance with the QASP, no later than the 15th day of the month following the end of the quarter. These reports shall be maintained by the Liaison in the contract administrative file, and necessary reports shall be submitted as part of the annual inspection package.
- 3.5.2.14. Contractor will be subject to Corrective Action Response to Violation (CARV). Depending on the nature of the violation, Contractor will submit a corrective action plan to the COR within a timeframe designated by the COR and based on severity of violation.
- 3.5.2.15. VA personnel shall be provided access to medical records in the Contractor's facility regarding a Veteran resident's care under the contract.
- 3.5.3. **Dietetic Services.** Contractor shall have on-site kitchen facilities permitted and licensed by the State of Nevada Health Division. In addition, the Contractor shall: Provide at least three (3) nutritious meals served daily at regular times with not more than a 14-hour span between evening meal and breakfast of the following day. Between-meal or bedtime snacks of nourishing quality shall be offered. Suitable alternative meal options must be made available to reasonably accommodate those with special, medically required dietary restrictions. In addition, nutritious snacks of nourishing quality (e.g. fruits), should be available between meals and before bedtime for those requiring or desiring additional food, when it is not medically contraindicated. Contractor will provide alternative meals for Veterans with dietary restrictions if medically indicated and reasonable accommodations for Veterans with cultural/religious preferences around food (e.g. Kosher, Sikh, etc.).
 - 3.5.3.1. Serve food that is prepared and stored under safe and sanitary conditions as prescribed by the Nevada State Health Division website at http://www.health.nv.gov/HCQC_InfectionPreventionControl_FoodSafety.htm
 - 3.5.3.2. Maintain sanitary procedures for washing dishes, cleaning equipment and work areas, and properly disposing of waste materials. Cleaning materials shall be kept separated from all food products including those stored in cabinets, closets and drawers.
 - 3.5.3.3. The facility may provide storage space in an onsite refrigerator for Veterans to store personal food.
 - 3.5.3.4. Provide for the dietary needs of all Veteran residents by maintaining compliance with USA nutrition standards and dietary guidelines found at: <http://www.cnpp.usda.gov/dietaryguidelines.htm>
- 3.5.4. **Medications Including Controlled Substances.**
 - 3.5.4.1. Medications and narcotics shall be properly stored, controlled, issued, and recorded in compliance with physician orders. Contractor shall submit their plan to ensure safe and effective management of medications within the facility as an element of their proposal in response to this solicitation. Contractor shall establish procedures for insuring Veterans confidentiality in the storage of and keeping records concerning medication. Medication Assisted Treatment (MAT) cannot be used to rule out Veterans participation in an HCHV Program. This includes prescribed use of Vicodin, morphine, methadone, oxygen, etc. Reasonable accommodation does not require major financial or administrative commitments that would be considered an "undue

burden.” Examples of reasonable accommodations include: arranging for the veteran to take medication at their clinic, physician’s office, or another offsite location– when consistent with the treatment plan of the veteran; storing MAT medication in a lock box in the program and having the veteran be personally responsible for it; and arranging to have the housing facility keep MAT medications in a locked cabinet.

4. **QUALIFICATIONS/ACCREDITATION/LICENSING/STAFF.**

4.1. Accreditation and Licensing.

- 4.1.1. Contractor staff shall maintain active standing with the licensing boards in their respective professions
- 4.1.2. All technical and professional staff shall be certified in Basic Life Support (BLS), (American Heart Association preferred).
- 4.1.3. Contractor shall have a certificate of liability for all services provided at their facility.

4.2. Staffing. Contractor shall provide sufficient staff in number and position and with the qualifications necessary to carry out the policies, responsibilities and programs of the facility. Case Management staff must have appropriate and commensurate coverage for staff using authorized and unauthorized leave (e.g. holidays, sick leave, family care, etc). There must be at a minimum, one staff member on duty on the premises or residing at the facility and available for emergencies 24 hours per day, 7 days per week. The Contractor shall assign personnel that by education, training and when required, certification or licensure qualified to provide the Basic Services and Supplemental Services required by this PWS.

4.3. Contractor personnel shall be expected to treat referred Veteran with dignity and respect and abides by standards of conduct mirroring those prescribed by current Federal Personnel Regulations. The Contractor shall comply with the VA Patient’s Bill of Rights as set forth in 38 CFR 17.34a. (copy available upon request). The VA reserves the right to exclude Contractor Staff members from providing services to Veteran under this contract based on breaches of conduct, including conduct that jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by Veteran or other Staff members to designated Government representatives. The Contractor and Contracting Officer’s Representative shall deal with issues raised concerning Contractor personnel conduct. The Contracting Officer shall be the final arbiter on questions of acceptability and in validating complaints.

4.4. Staffing Ratio. Special Population Contracts (e.g. Sex Offenders, Family, SMI, Medical Respite Programs, etc.) will maintain a minimum staffing requirement ratio of 1 full-time dedicated case manager per 15 Veterans. All other programs are required to maintain low caseloads of no more than 1 full-time dedicated case manager for up to 20 active Veteran clients. Exceptions may be granted in writing by the VA. Staff is defined as a paid professional or para-professional and does not include interns. The VA requires that case managers working with Veterans do not engage in case management of non-Veteran population unless a waiver has been granted by the VA.

4.5. Staff Training. Contractor will provide at least one staff person on-site at all times who has had training and orientation on the following topics. Staff shall receive and document – at a minimum – one-time training per year on these subjects:

- 4.5.1. CPR
 - 4.5.2. First Aid
 - 4.5.3. Crisis Intervention
 - 4.5.4. Cultural Sensitivity
 - 4.5.5. Sexual Harassment
 - 4.5.6. Sensitivity to wider issues of homelessness
 - 4.5.7. Universal Precautions (Disease Transmission Prevention)
 - 4.5.8. Child Abuse/Neglect if providing services to children
 - 4.5.9. Adult Abuse/Neglect Reporting Laws
 - 4.5.10. Harm Reduction Philosophy
 - 4.5.11. Suicide Prevention
 - 4.5.12. Medication Management
 - 4.5.13. State and Federal Fair Housing Law and ADA Requirements
 - 4.5.14. Conflict Resolution
 - 4.5.15. De-escalation techniques
 - 4.5.16. Search and Seizure/Probable Cause in Shelter Setting
- 4.6. Contractor will perform criminal background checks on all staff members that work with children. Contractors will agree not to hire Staff who is currently enrolled in a VA Homeless Program or who have ended participation in a VA Homeless Program within the past 2 years. Contractor must have a policy prohibiting staff from establishing sexual relationships with program clients.
- 4.4. Key Personnel. The Contractor must identify each person functioning as “Key Personnel” under this contract and provide to the VA a description of the services to be provided by such person, together with a resume summarizing that person’s relevant skills and experience.
- 4.5. During the first ninety (90) calendar days of contract performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Within 14 days after substitutions necessitated by situations described above, the Contractor shall provide resumes for the substitute key personnel. For substitutions proposed by the Contractor after the initial 90 calendar day period, the Contractor shall provide resumes for the substitute personnel, together with any other additional information requested by the Contracting Officer, at least 15 days before the substitution is to occur. The Contracting Officer shall notify the Contractor within fifteen (15) calendar days after receipt of all required information if the VA refuses to accept the substitute key personnel. The VA reserves the right to refuse or revoke acceptance of key personnel if personal or professional conduct, or lack of required skills or experience, jeopardizes patient care or interferes with the regular and ordinary operation of the facility.
- 4.6. Temporary substitutions of key personnel shall be permitted in accordance with the Contractor’s contingency plan. The Contractor’s contingency plan to be utilized if personnel leave Contractor’s employment or are unable to continue performance in accordance with the terms and conditions of the resulting contract must be submitted as part of the Contractor’s offer.
- 4.7. Nevada Department of Health and Human Services requirements. If Contractor provides Substance Abuse/Addiction Treatment, the Contractor must perform the required work in accordance with the Nevada Department of Health and Human Services, Substance Abuse Prevention and Treatment Agency Program guidelines found at http://mhds.nv.gov/index.php?option=com_content&view=article&id=61:substance-abuse-prevention-and-treatment-agency&catid=76:sa-global-content&Itemid=72.

5. **DESCRIPTION AND STANDARDS OF FACILITIES**

- 5.1. Contractor facility will be certified by the State of Nevada, Department of Health and Human Services, Division of Health, Bureau of Licensure and Certification as a facility for the residential treatment of abuse and of alcohol or drugs.
 - 5.2. The Contractor facility shall conform to the Life Safety Code, National Fire Protection Association (NFPA) #101 standards, reference <http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=101&cookie%5Ftest=1>
 - 5.3. The Facility shall meet all City, County and State requirements concerning licensing and health codes.
 - 5.4. The Contractor's facility shall meet the applicable requirements of the Joint Commission on Accreditation of Hospitals, reference at <http://www.jcrinc.com/Accreditation-Manuals/HS12/4107/>
 - 5.5. Contractor shall have a current occupancy permit or license as required by the authority that has jurisdiction to issue and shall adhere to all applicable local, state and federal laws.
 - 5.6. The facility shall be wheelchair accessible and meet Americans with Disabilities Act guidelines for buildings and facilities found at: <http://www.ada.gov/reg3a.html#Anchor-Appendix-52467>
 - 5.7. The Contractor will take full responsibility for Veteran resident's well-being and safety once Veteran residents enter their facility. All identified safety issues resulting from an inspection and/or Veteran resident observation shall be investigated immediately and corrected in a timely manner appropriate to the incident.
 - 5.8. A change of facility or services affecting this contract shall be promptly reported to the VA Contracting Officer.
 - 5.9. Be equipped with operational air conditioning/heating systems
 - 5.10. Be kept clean free of dirt, grime, mold, or other hazardous substances and other damages that noticeable detract from the overall appearance
 - 5.11. Be equipped with first aid equipment and an evacuation plan in case of emergency
 - 5.12. Have windows and doors that can be opened and closed in accordance with the manufacturer standards
 - 5.13. Have an aggressive on-going plan to address bed bug infestation. This policy must be part of your written response to this solicitation. On-going bed bud infestation will be grounds for immediate discharge of Veterans from the facility
6. **SITE INSPECTION.** The VASNHCS shall conduct an inspection of prospective facilities prior to contract award. Additionally, the successful Contractor shall permit on-site visits by the VA to ensure compliance with the contract requirements at any time during the period of performance. Contractor shall make all records accessible for a review. Site inspections may be announced or unannounced.

7. ORDERING ACTIVITIES AND OFFICES.

- 7.1. The VA shall designate a Contracting Officer Representative (COR) 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 to the COR.
- 7.2. 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.

8. EMERGENCY PLAN.

- 8.1. It is agreed that the Contractor shall notify the VA Liaison/COR immediately when a medical emergency or hospitalization of a Veteran resident occurs. It is agreed that the Veteran resident shall be admitted to an appropriate VA facility, unless a life-threatening situation occurs where the Veteran resident needs 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.
- 8.2. In the event a Veteran resident under this contract dies, the facility shall promptly notify the VA Liaison/COR and immediately assemble, inventory, and safeguard the Veteran resident's personal effects. Any fund deposits and personal effects left by the Veteran resident upon the premises of the Contractor facility shall be delivered by the Contractor to the person or persons entitled thereto under the laws currently governing the facility for making disposition of funds and effects left by the Veteran resident, unless the beneficiary died without leaving a will, heirs, or next of kin capable of inheriting.
- 8.3. When disposition has been made of the itemized inventory of the funds and effects, the Contractor shall notify the VA Liaison/COR. Should a deceased Veteran resident leave no will, heirs or next of kin, his/her personal property and funds, wherever located, vests in and becomes the property of the United States in trust. In these cases, the facility shall forward an inventory of any such property and funds in its possession to the appropriate VA office and shall hold them (except articles of clothing necessary for proper burial) under safeguard until instructions are received from the COR.

9. CONFLICT OF INTEREST

- 9.1. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the VA, unless such person seeks and receives approval in accordance with VA Regulations. Nor shall the Contractor employ any person who, as a member the Contractor staff, would create a conflict of interest or the appearance of a conflict of interest, particularly with regards to influencing the contract negotiations or terms of the contract. In any such case, VA shall review the matter and give its approval in accordance with agency ethics rules.

- 9.2. Contractor shall not act as Fiduciary or Guardian for any Veteran resident nor provide any assistance to Veteran residents outside the scope identified in the statement of work without written prior approval from the Chief, Social Work Service, VASNHCS.

10. **CONTRACTOR LIAISON.** The Contractor shall designate one (1) employee who shall be responsible for the performance of the work under this contract. The liaison shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The liaison may be one of the 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: _____

11. **STANDARD OF CONDUCT.**

- 11.1. The Government reserves the right to refuse acceptance of contract personnel whose personal or professional conduct jeopardizes Veteran resident 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 resident, COR or VA HCHV staff. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations. A review of current Federal Personnel Regulations can be found at http://www.opm.gov/hr_practitioners/lawsregulations

- 11.2. Complaints concerning contract personnel's conduct with Government employees or patients will 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.

12. **DRUG SCREENING.** The Contractor is responsible for ensuring their employees are not using illegal drugs and shall conduct random drug testing to ensure a drug-free environment. Contractor personnel are also subject to drug testing when there is a reasonable suspicion that they use or are impaired by illegal drugs while on duty. Reasonable suspicion of drug use or impairment includes, but is not limited, to the following:

- 12.1. Observable phenomena, such as direct observation of drug use, possession, or the physical symptoms of being under the influence of a drug.
- 12.2. A pattern of abnormal conduct or erratic behavior.
- 12.3. 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.
- 12.4. Information provided either by reliable and credible sources or independently corroborated; or newly discovered evidence that the Contractor personnel has tampered with a previous drug test.

13. **PATIENT SENSITIVITY.** Contractor health care providers shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships.

14. **HEALTH REQUIREMENTS.**

- 14.1. The Contractor shall certify that his/her employees have received the following testing/immunizations within the past year and will maintain coverage during the contract period:
- 14.1.1. Tuberculosis Testing: The PPD test of radiological exam shall be repeated annually.
 - 14.1.2. 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 shall be administered with follow-up documentation to the COR.
 - 14.1.3. 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. Contractor personnel will not be allowed to perform duty until immunization documentation is provided to the COR.
 - 14.1.4. Health Restrictions: Contractor personnel shall have no health or physical disability restrictions which will interfere with the performance of their duties.
- 14.2. As a condition of employment, the Occupational Safety and Health Administration (OSHA) requires that all Contractor personnel who will 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.
- 14.3. The Contractor's personnel having patient contact or exposure to biological or pathological specimens shall be immunized against, be granted an immunization waiver for, or have documented proof of immunity to: rubella, mumps, polio and Hepatitis B. In addition, 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.
- 14.4. The Contractor shall provide the Government with all the information necessary to ensure that Government records are maintained correctly and in compliance with TJC, OSHA and the Center for Disease Control health records requirements, for each individual Contractor employee.
15. **MEDICAL RECORDS**. Clinical or other medical records of Veteran residents treated by Contractor personnel under this contract are considered VA records and will be forwarded to the VA upon request. Contractor personnel who obtain access to hardware or media which may manipulate or store drug or alcohol abuse data, sickle cell anemia treatment records, records, test or treatment for 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 will disclose them to no one, including other employees of the Contractor not involved in the performance of the particular contractual duty for which access was obtained.
16. **RELEASE OF MEDICAL INFORMATION**
- 16.1. The Contractor shall take reasonable measures to ensure Veteran residents' privacy and confidentiality. Veteran resident's demographics shall be treated as privileged information. 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 residents. The Contractor personnel shall make sure no Veteran resident information of any type is given to

outside parties, agencies or organizations of any type without the expressed written consent of the Veteran resident 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 Veteran residents shall not be disclosed or revealed in any way, for any use outside the Contractor's facility or without prior express written permission of the Contracting Officer or the Veteran resident. That only the minimum necessary Veteran resident information is used to provide appropriate service to the correct Veteran resident. Transcribed reports containing personal identifiers, when not used as an official document, must be shredded by the Contractor. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA personnel as prescribed in VAAR Clause 852.273-75 listed in Section C of this document with attention given to VA Handbook 6500.6, Contract Security Requirements for Unclassified Information Technology Resources, found at the link in the clause at http://www.iprm.oit.va.gov/Security_and_Privacy_Requirements_for_Contractors.asp

17. **COMPUTER SECURITY.** In the performance of official duties, if the Contractor personnel have regular access to printed and electronic files containing sensitive data, that information shall be protected under the provisions of the Privacy Act of 1974 and other applicable laws, federal regulations, VA statutes and policy, and VHA policy. The Contractor is responsible for protecting the data from unauthorized release or from loss, alteration, or unauthorized deletion and for following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in the access agreement which the Contractor personnel signs.

18. **HEALTH INSURANCE POTABILITY AND ACCOUNTABILITY ACT (HIPAA).**

- 18.1. Contractor shall take reasonable measures to ensure each Veteran resident's privacy and confidentiality. The Contractor personnel herein agree to take all reasonable precautions to safeguard patient information from unauthorized disclosure, 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. Contractor personnel will ensure that hard copy Veteran residents files are stored 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 resident information via electronic means, such as faxing or system-to-system transmission.
- 18.2. Contractor personnel shall make sure no Veteran resident information of any type is given to outside parties, agencies or organizations of any type without the expressed written consent of the Veteran resident and the VA and only in capacities directly related to the provision of the services contracted in this instrument. Contractor will also ensure that only the minimum necessary Veteran resident information is used to provide appropriate service to the correct Veteran resident. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures of such records as VA personnel. That the undersigned understands that all parties are bound by the requirements of the "Health Insurance Portability and Accountability Act of 1996" which provide guidance on the protection of patient privacy and confidentiality. This Act mandates that all government agencies and those bodies with whom they contract shall be in compliance with the directives of the Act. Details of the Act are still under development by the Congress of the United States. Once these detailed directives are released, this current contract may require a modification to be in compliance depending on the effective date of the Act as decided by the Congress and President of the United States.

19. **QUALITY ASSURANCE AND PERFORMANCE MONITORING.** Contractor will be held to the same standard as VA personnel through quality assurance and performance monitoring to ensure compliance under this contract. These procedures will include time and attendance logs verification,

monitoring of the Computerized Patient Record System (CPRS) records or other appropriated records called for under this contract received by the VA. The Quality Assurance and Performance Monitoring will be governed by the appointed COR who will 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 will be forwarded immediately to the Contracting Officer. In addition, the COR will forward the summary evaluation of the Contractor performance to the Contracting Officer once performance ends.

20. **HHS/OIG REQUIRMENTS.** 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.

21. **CONTINUING MEDICAL EDUCATION (CME) REQUIREMENTS.** Contractor personnel registered by national associations shall continue to meet the minimum standards for CME and VA Sierra Nevada Healthcare System Bylaws and Rules to remain current as prescribed by legal requirements. CME is the sole responsibility of the Contractor, shall be obtained at no additional cost to the Government, and shall be reported to the COR annually on the first normal duty day in January for the previous calendar year. Periodic CME may be conducted at the VA and may be available, at no cost, to any Contractor health care provider.

22. **EVIDENCE OF INSURANCE COVERAGE.** Before commencing work under this contract, the Contractor shall furnish certification to the Contracting Officer that the coverage required (General & Professional Liability as well as Workers Comp) has been obtained and such policy shall state, "This policy may not be changed or cancelled without written notice to the VA Contracting Officer, Network Contracting Office 21, 5342 Dudley Blvd., Bldg. 209, McClellan, CA 95652. Said policy shall bear an appropriate "loss payable clause" to the United States as its interest may appear. Such evidence of insurance will not be waived.

23. **PERSONNEL POLICY.**

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

- 23.1.1. Worker's compensation
- 23.1.2. Professional liability insurance
- 23.1.3. Health examinations
- 23.1.4. Income tax withholding, and
- 23.1.5. Social Security payments

23.2. 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 Sierra Nevada Healthcare System 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).

24. **FACILITY HOURS.** The Contractor's residential treatment facility's hours of operation will be twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. The Healthcare for the Homeless Veterans (HCHV) program office is open Monday-Friday, 7:30 a.m. to 4:00 p.m.

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

26. **NATIONAL HOLIDAYS.** Listed below are the ten (10) national holidays. When one of the holidays falls on a Sunday, the following Monday will 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.

- 26.1. New Year's Day
- 26.2. Martin Luther King's Birthday
- 26.3. President's Day
- 26.4. Memorial Day
- 26.5. Independence Day
- 26.6. Labor Day
- 26.7. Columbus Day
- 26.8. Veterans Day
- 26.9. Thanksgiving Day
- 26.10. Christmas Day

27. **BILLING FOR SERVICES:** The Contractor is responsible for submitting billing for services in accordance with Section B.1 Contract Administration Data.

28. **INVOICES AND PAYMENT.**

28.1. Payment is to be made monthly in arrears. Contractor shall submit invoices in original addressed to: VAFSC, P.O. Box 149971, Austin, TX 78714. Invoices submitted for payment shall be reviewed for accuracy, verified against time records and attendance logs and shall be subject to approval by the Government prior to remittance of payment. Any discrepancies found shall be brought to the attention of the Contractor and shall be resolved. A corrected invoice shall then be submitted by the Contractor as instructed by the Government.

28.2. The invoice SHALL be itemized to include the following information:

- 28.2.1. Veteran's name
- 28.2.2. Last four of social security number
- 28.2.3. Date of entry
- 28.2.4. Period in supportive housing and days in the program
- 28.2.5. Total cost billed to the VA \

28.3. Payment for services rendered by the Contractor shall be made monthly upon receipt of a proper invoice. When inadequate invoices are received (those lacking any of the essential items listed above), the vendor will be notified in writing within seven (7) calendar days of receipt of such bills that these bills cannot be processed for payment until a proper invoice is submitted. (Ref: Prompt Payment Act – Public Law 97-177) The itemized invoice shall be verified for certification of the services rendered during the billing period. The VA Contracting Officer's Representative shall certify the Contractor's invoice for payment of

services rendered. The Contractor will submit billing to the HCHV Contract Liaison by the 5th day of every month for review. Failure to make timely invoice submissions will be cause for a request for a corrective action and if invoicing issues continue to arise it will be grounds for termination for convenience. The Contractor shall be expected to utilize nightly sign-in logs for the purpose of verifying a Veteran's attendance in the program on a daily basis. The logs are to be submitted to the VA Liaison monthly along with invoices to ensure accuracy of billing. All excused and unexcused absences will be clearly documented on the monthly attendance log including the reason for any excused absence (e.g. medical needs). Payment will not be received for any unexcused absences over 24 hours nor excused medical or mental health hospitalization over 72 hours. Veteran does not have to be formally discharged and may remain in the program for up to 14 days. No payment will be made without the daily sign-in logs to be verified by VA staff.

28.4. Veterans residents shall not be invoiced for services.

29. SECURITY INCIDENT INVESTIGATION.

- 29.1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss, or damage to VA assets or sensitive information, or an action that breaches VA security procedures. The Contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/subcontractor has access.
- 29.2. To the extent known by the Contractor/subcontractor, the Contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/subcontractor considers relevant.
- 29.3. In instances of theft or break-in or other criminal activity, the Contractor/subcontractor shall 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.

30. **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 ten (10) working-day's notice, at the request of the Government, the Contractor shall 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.

31. **GOVERNMENT ORIENTATION AND TRAINING.** The VA may provide a briefing to familiarize the Contractor's personnel on the policies and procedures on the first scheduled duty day or within a period acceptable to the VA. The Contractor shall ensure that all of the Contractor's

personnel attend, participate and complete all VA mandatory training that is required to include but not limited to VA Handbook 6500.6 Appendix C Paragraph 9 – Training listed below:

32. VA HANDBOOK 6500.6 APPENDIX C PARAGRAPH 9 – TRAINING.

- 32.1. 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:
 - 32.1.1. Sign and acknowledge (either manual 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.
 - 32.1.2. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - 32.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training.
 - 32.1.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access as defined by the VA program office.
- 32.2. 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.
- 32.3. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe, 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 certifications are complete.

33. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS.

- 33.1. Background Information. IAW VA Handbook 0710 all Contractor's personnel appointed to Low/Moderate/High Risk positions shall 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.
- 33.2. Position Risk and Sensitivity Designations – Shall be determined by the 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).**
- 33.3. Background investigations shall not be required for Contractor 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 will be required for appropriate preliminary checks IAW VA Directive 0710.

- 33.4. 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 will 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 SENSITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
Low Risk	National Agency Check with Written Inquires	\$231.00

- 33.5. The case is only open for thirty (30) days except in rare occasions when something in the person's background requires an 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 sixty (60) days. The Contractor shall prescreen all personnel requiring access to the VA information 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.
- 33.6. 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 will be required to complete VA Form 0710, Authority for Release of Information Form and Optional Form 306. These forms shall be provided by the Contracting Officer or the COR to the Contractor for the Contractor's personnel to complete, including fingerprints.
- 33.7. The Contractor will 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.
- 33.8. Contractor shall notify the Contracting Officer or 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.
- 33.9. The Contractor shall submit the following required forms to the VA Office of Security and Law Enforcement as outlined in the U.S Officer of Personnel Management e-Qip Gateway website, which will be sent to the Contractor personnel via email, identifying detailed instructions regarding completion of the application process. This includes:
- 33.9.1. Standard Form 85, Questionnaire for Non-Sensitive Positions
- 33.9.2. If needed, Continuation Sheet for Questionnaires Standard Form 86A
- 33.9.3. FD 258, U.S. Department of Justice Fingerprint Applicant Chart; OR schedule to have electronic fingerprints as coordinated by COR.
- 33.10. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract. Failure to

comply with the Contractor personnel security requirements may result in termination of the contract for default.

34. CONTRACT SECURITY REQUIREMENTS PRESCRIBED BY VHA HANDBOOK 6500.6

34.1. 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.

34.2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

34.2.1. 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.

34.2.2. 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.

34.2.3. 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.

34.3. VA INFORMATION CUSTODIAL LANGUAGE

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

34.3.2. 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.

34.3.3. 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.

34.4. SECURITY INCIDENT INVESTIGATION

- 34.4.1. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- 34.4.2. 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.
- 34.4.3. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- 34.4.4. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

34.5. LIQUIDATED DAMAGES FOR DATA BREACH

- 34.5.1. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract. However, it is the policy of VA to forego collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.
- 34.5.2. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA 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.

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

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

34.5.3.2. Description of the event, including:

34.5.3.2.1. date of occurrence;

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

34.5.3.2.3. Number of individuals affected or potentially affected;

34.5.3.2.4. Names of individuals or groups affected or potentially affected;

34.5.3.2.5. 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;

34.5.3.2.6. Amount of time the data has been out of VA control;

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

34.5.3.2.8. Known misuses of data containing sensitive personal information, if any;

34.5.3.2.9. Assessment of the potential harm to the affected individuals;

34.5.3.2.10. Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and

34.5.3.2.11. 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.

34.5.3.2.12. 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:

34.5.3.2.12.1. Notification;

34.5.3.2.12.2. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

34.5.3.2.12.3. Data breach analysis;

- 34.5.3.2.12.4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- 34.5.3.2.12.5. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- 34.5.3.2.12.6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

34.6. TRAINING

- 34.6.1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - 34.6.1.1. 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;
 - 34.6.1.2. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - 34.6.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - 34.6.1.4. 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.]*
- 34.6.2. 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.
- 34.6.3. 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.
- 34.7. The C&A requirement do not apply and that a security Accreditation Package is not required.
- 34.8. VA sensitive data will be protected in accordance with the guidelines spelled out in VA handbook 6500 rules of behavior.
- 34.9. PDAT: This risk of this contractor accidentally releasing any PII or VA owned data is Low. This contractor will be required to complete the VA online security training prior to the start of the contract.

- 34.10. **SECURE FAX** – Please review VA Handbook 6500 that requires the following statement on all fax cover sheets be included: “This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.”
35. **POST-AWARD PERFORMANCE CONFERENCE:** Successful Contractor shall participate in a post-award orientation conference as directed in the Office of Acquisition and Logistics Information Letter number 003A3-12-04. Conference will include the Contracting Officer, COR, Program Manager, Contractor, and others designated. They may meet quarterly thereafter to ensure that the Contractors are meeting and/or exceeding the contracts requirements.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.216-18 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 date of award through last day of 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.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of \$200,000.00;

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

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of Clause)

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

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

(End of Clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2020. 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, 2020, 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.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.9 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support

contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, 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; and

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.11 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 Nevada. 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.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

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

(End of Clause)

C.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Clause)

C.14 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/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

(End of Addendum to 52.212-4)

C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (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.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(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).

- ☐ (15)(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.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (JAN 2017) of 52.219-9.
- ☐ (v) Alternate IV (AUG 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
99050 Desk Clerk	GS-4
01011 Accounting Clerk	GS-3
01311 Secretary	GS-4
11150 Janitor	WG-2

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).
- (iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

ATTACHMENT 1 - WD 2015-5595 (Rev.-2).

ATTACHMENT 2 - Quality Assurance Surveillance Plan.