

**VA**



**U.S. Department of Veterans Affairs**

Veterans Health Administration  
*Chief Business Office Purchased Care*  
**Non-VA Medical Care Program**

# **VA Dialysis Nationwide Contract**

**Effective Date: October 01, 2013**

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

1. REQUISITION NO. PAGE 1 OF  
29

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
VA791-13-D-00XX October 1, 2013 VA791-13-R-0019

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
Department of Veterans Affairs  
VA Denver Acquisition & Logistics Center  
(003A4D-1)  
555 Corporate Circle  
Golden CO 80401  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) N SIZE STANDARD: \$35.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED 12. DISCOUNT TERMS N/A  
 SEE SCHEDULE  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A  
14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE  
Denver Acquisition & Logistics Center  
Acquisition Division (003A4D-1)  
555 Corporate Circle  
Golden CO 80401-5621  
Department of Veterans Affairs  
VA Denver Acquisition & Logistics Center  
(003A4D-1)  
555 Corporate Circle  
Golden CO 80401

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
Department of Veterans Affairs - Financial Services Center  
P.O. Box 149971  
Austin, TX 78714-8971  
TELEPHONE NO. DUNS: DUNS+4: PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section A.2				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  
 Funding is available: Accounting data provided by individual authorizations  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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED  
Julia Trautman

## A.2 SCHEDULE OF SERVICES

1. The contractor shall provide the community dialysis services nationwide as defined in the Performance Work Statement and throughout this contract, for eligible beneficiaries as authorized by the VA Medical Centers. Personnel assigned by the contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall be subject to review by the VA Facility Chief of Staff and approval by the VA Facility Director. Each person assigned to work under this contract shall be licensed by the appropriate licensing body within the applicable state.

2. Pricing shall be based on a percent of the CMS Medicare Program's prospective payment system for the respective dialysis services contract line item number (CLIN), and any authorized Current Procedural Terminology (CPT) that applies to the type of services required for that patient. All services will be paid at the contract percent of the CMS Medicare Program for its respective CLIN. The prices shall be all-inclusive of equipment, facility, nursing, technical personnel, laboratory testing, drugs, supplies and professional services (social work and dietary), except Nephrologists are paid separately. CMS Medicare Program pricing is the basis from which all claims will be submitted and paid.

3. The CMS Medicare Program allowed amount will be computed in accordance with the rules (1) promulgated by the Centers for Medicare and Medicaid Services (CMS) for the specific Medicare geographic area where the services are provided, (2) in effect at the time of the delivery of service, and (3) including, but not limited to, all CMS Medicare Program payment components (e.g. outliers, etc.) multiplied by the contract percent of Medicare.

4. The Facility List, Attachment 2, must be completed in full and include a complete list of CMS Medicare Program certified facilities included under this contract.

### 5. Period of Performance

Base Period:	October 1, 2013 – September 30, 2014
Option Year I:	October 1, 2014 – September 30, 2015
Option Year II:	October 1, 2015 – September 30, 2016
Option Year III:	October 1, 2016 – September 30, 2017
Option Year IV:	October 1, 2017 – September 30, 2018

**Nationwide Dialysis Services**

<b>CLIN</b>	<b>Category of Care</b>	<b>Description</b>	<b>UNIT</b>	<b>BASE PERIOD UNIT PRICE (Percent of Medicare)</b>	<b>OPTION YEAR I UNIT PRICE (Percent of Medicare)</b>	<b>OPTION YEAR II UNIT PRICE (Percent of Medicare)</b>	<b>OPTION YEAR III UNIT PRICE (Percent of Medicare)</b>	<b>OPTION YEAR IV UNIT PRICE (Percent of Medicare)</b>
0001	Center-Based Hemodialysis	In center based Hemodialysis, includes short daily and nocturnal dialysis	Each	%	%	%	%	%
0002	Home-Based Hemodialysis	Home Hemodialysis, includes short daily and nocturnal dialysis	Each	%	%	%	%	%
0003	Peritoneal Dialysis	Peritoneal dialysis	Each	%	%	%	%	%
0004	Training for Home-Based Modalities	Training for home Hemodialysis and peritoneal dialysis	Each	%	%	%	%	%

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

[Continuation from Standard Form 1449, block 18A.]

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Julia Trautman, Contracting Officer  
Department of Veterans Affairs  
VA Denver Acquisition & Logistics Center  
(003A4D-1)  
555 Corporate Circle  
Golden, CO 80401  
Phone: 303-273-6221  
Fax: 303-215-9074  
Email: Julia.trautman@va.gov

Calvin Dailey, Jr., Contracting Officer's Representative  
Department of Veterans Affairs  
Chief Business Office  
3773 Cherry Creek Drive North, Suite 495  
Denver, CO 80209  
Phone: 303-780-4737  
Fax: 303-398-3505  
Email: calvin.dailey@va.gov

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address: [Information included in Facility List, Attachment 2.]

3. INVOICES: Invoices shall be submitted in arrears:

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

All claims for care provided, as authorized by the VAMCs, shall be submitted through the process designated in the Performance Work Statement, Section 11, Billing. All claims will be processed by the VA Financial Services Center (FSC).

3.1 In addition to the requirement in FAR 52.212-4(g), invoices must be submitted using Electronic Data Interchange (EDI) include the following information:

- A. National Provider Identifier (NPI)
- B. VA generated authorization number
- C. Patient name and social security number
- D. Date of treatment/service

3.2 Nephrologist services, and others as defined in this contract, are not included in this contract, and such services rendered will be paid by other means outside of this contract. (Please reference 42 CFR 415.176, Renal Dialysis Services, as a condition of payment for physicians.)

3.3 Invoices must conform to currently utilized Medicare billing requirements. (See Chapters 8 & 25 of the Medicare Claims Processing Manual.)

3.4 Valid claim submissions are HIPAA compliant EDI transaction sets.

3.5 Contractors shall submit claims via Electronic Data Interchange (EDI) through the designated VA clearinghouse, and comply with any requirements of the clearinghouse for the submission of claims.

## B.2 PERFORMANCE WORK STATEMENT

**ACRONYMS/DEFINITIONS:** The following terms, when used in this contract, will be interpreted as follows:

1. **ADP:** Automatic Data Processing
2. **Authorization:** Same as “order” for the purpose of this contract and clauses contained herein.
3. **CAPD:** Continuous Ambulatory Peritoneal Dialysis. A manual form of peritoneal dialysis, with no machine
4. **CBO:** Central Business Office
5. **CCPD:** Continuous Cycling Peritoneal Dialysis, also known as Automated Peritoneal Dialysis, a form of peritoneal dialysis using a cyclor at night.
6. **Claim:** For the purpose of this contract an invoice for services rendered in accordance with the terms of the contract.
7. **CMS:** Centers for Medicare and Medicaid Services
8. **CO (Contracting Officer):** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
9. **COR (Contracting Officer’s Representative):** An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.
10. **CPT (Current Procedural Terminology):** A coding system developed by the American Medical Association and a listing of descriptive terms and identifying codes for reporting medical services and procedures performed by physicians. The purpose of the terminology is to provide a uniform language that will accurately describe medical, surgical, and diagnostic services, and will thereby provide an effective means for reliable nationwide communication among physicians, patients, and third parties.
11. **EDI:** Electronic Data Interchange
12. **EFT:** Electronic Funds Transfer
13. **Emergent Need:** Medical care needed within twenty-four (24) hours or less
14. **ESRD:** End Stage Renal Disease
15. **HD:** Hemodialysis
16. **HHS:** Department of Health and Human Services
17. **HIPAA:** Health Insurance Portability and Accountability Act
18. **NPI:** National Provider Identifier
19. **PHI:** Personal Health Information
20. **QASP:** Quality Assurance Surveillance Plan
21. **VA:** Department of Veterans Affairs
22. **VAMC:** Veterans Affairs Medical Center
23. **VHA:** Veterans Health Administration
24. **VISN:** Veterans Integrated Service Network

## 1. GENERAL INFORMATION

Objective: The Department of Veterans Affairs (VA) has a requirement to purchase dialysis services from community-based dialysis service providers. For the purpose of this document a Veteran is defined as a VA eligible dialysis patient.

The goals of this contract are to:

- A. Realize cost savings through the utilization of consistent billing practices;
- B. Ensure quality driven services;
- C. Maintain and augment the VA's ability to provide these services to Veterans in current and future years by providing improved access to care.

The contractor shall meet the requirements of this contract and be in compliance with Centers for Medicare and Medicaid Services (CMS) quality standards. The contractor shall provide, deliver, supervise, and monitor outpatient dialysis services to Veterans within the contractor facilities and provide home dialysis training to Veterans. Home dialysis training shall be provided in the contractor facilities. Home and outpatient based dialysis services shall utilize contractor resources, contractor owned and maintained equipment, contractor staff, and the contractor equipment necessary or required for dialysis services. The contractor shall provide the services and associated health care in a manner consistent with the clinical needs of the Veteran and extend the same or superior standards of quality care as delivered to the facility's non-VA patients.

Applicable Federal, State and Local Laws: During the course of this contract, the contractor must comply with all federal, state and local laws and regulations.

## 2. SERVICE AREA

Dialysis services are required in the United States, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, and the Commonwealth of the Northern Mariana Islands. The contractor shall provide community-based dialysis services within its network of CMS Medicare Program certified dialysis facilities. The contractor's network shall include all facilities that meet the contractual requirements and are CMS Medicare Program certified. The contractor may add facilities to the facilities list.

## 3. USUAL AND CUSTOMARY TREATMENT UTILIZATION

All treatment modalities delivered must be in accordance with the CMS Medicare Program treatment guidelines to include CMS' Phase III End Stage Renal Disease (ESRD) Clinical Performance Measures. All additional treatments must be requested and authorized by the referring VAMC. The treatments to be provided include the following:

- A. **Center-Based Hemodialysis (HD):** Includes traditional in-center and center-based nocturnal dialysis.
- B. **Home-Based HD:** In addition to conventional thrice weekly home dialysis, services shall include short daily dialysis and nocturnal dialysis. Care shall be provided using Method One as described by the *Centers for Medicare and Medicaid Services (CMS) Medicare and Medicaid Programs; Medicare Benefit Policy Manual, Chapter 11 – End Stage Renal Disease*. Method two is unallowable.

C. **Peritoneal Dialysis:** This includes center-based and at-home treatment.

D. **Training for Home-Based Modalities**

#### 4. AUTHORIZATION (ORDERING) PROCESS

A. **Authorization Form:** VA will utilize VA Form 10-7079, Request for Outpatient Medical Services, as the ordering form. Orders are referred to as authorizations.

B. **Patient Eligibility:** VA has sole authority and responsibility to establish and confirm Veteran eligibility prior to issuing an authorization.

C. **Veteran Acceptance:** VA acknowledges that, depending on the availability of resources at specific contractor facilities at specific times, acceptance of a referral may be commercially impracticable for the contractor. In that event, the contractor may decline to accept an authorization. If the contractor proposes another contractor facility, VA reserves the right to reject that facility and seek the services from another contractor. If the contractor has determined space is available and has accepted the Veteran, an authorization will be sent.

D. **Authorization Process:** Designated VA personnel will issue written authorizations for Veterans to the contractor. The contractor has five (5) calendar days to review the authorization and request changes by VA. In accordance with FAR 16.505, VA has determined it is in the best interest of the Veterans to waive the requirements for fair opportunity for the placement of individual orders because the need for these services is of such unusual urgency, and providing the opportunity to all contractors would result in unacceptable delays in fulfilling that need. Location will be selected based on Veteran needs and proximity to the Veteran's home.

E. **Issuance of VA Authorizations:** Designated VA personnel will issue an authorization, via the Financial Service Center's automated information processing system, along with pertinent clinical documentation. Any questions pertaining to the authorization should be to the issuing VAMC. The contractor shall not render services without proper authorization. There are three types of authorizations applicable to this contract: new, renewal, and transient.

1. *New Authorization:* A new authorization is created to begin a Veteran's treatment. The period of validity will be stated in the authorization; however, it is usually effective for the entire fiscal year or some portion, depending on the time of year the Veteran entered into the program. The contractor shall obtain a new authorization before changing the Veteran's modality. Failure to obtain proper authorization prior to changing Veteran's modality may result in denial of claims for the period and services not authorized.
2. *Renewal Authorization:* A renewal authorization is created to continue treatments once the original (new) authorization has expired. This authorization is initiated by designated VA personnel and will be provided by VA to the contractor prior to the original authorization expiring.
3. *Transient Authorization:* Transient dialysis treatments are defined as treatments delivered for less than a 30-day period at a contracted facility other than the Veteran's originally referred facility. A transient authorization is effective for 30 days or less to cover a patient's travel beyond the normal support of the regular community dialysis unit. There must be close coordination between the regular provider, referring VAMC, and the temporary provider, to ensure uninterrupted dialysis treatments to the Veteran while in a travel status. The transient authorization will be placed based on patient needs and proximity to

the Veteran's transient location; it may or may not be with the same contractor providing services at the Veteran's regular location. Travel extending beyond 30 days will require a new authorization that includes identification of the new regular treatment facility.

## 5. PATIENT ORDERING

- A. **Veteran Acceptance:** When the contractor has confirmed the Veteran is accepted to the facility, the VA and contractor's dialysis facility and its designated representatives (i.e., social workers) will collaborate and coordinate on a date to transfer the Veteran to the care of the contractor without disruption of the Veteran's required dialysis treatment. Treatment constitutes acceptance of the Veteran and authorization.
- B. **Secure Transmission of Forms:** In addition to the authorization, Veteran patient information will be sent via secure fax. The contractor shall maintain a secure fax (operable 24/7) for the receipt of this information.
- C. **Referral Disruption/Cancellation:** As contained within *Medicare and Medicaid Programs; Conditions for Coverage for End-Stage Renal Disease Facilities; Final Rule (Reference 42CFR Parts 405, 410, 413, 414, 488, and 494)*, if the contractor considers the discharge of a Veteran for any reason listed in this final rule, and at any time after the receipt of acceptance or after initiation of treatment of the Veteran, the contractor shall provide a 30-day (calendar days) termination notice in writing to the designated VA personnel as well as required parties stated in this rule. The designated VA personnel will review all contractor notices and will issue additional authorizations for the Veteran, as needed. The designated VA personnel will aid and assist in the transfer of the Veteran to a new facility, as appropriate.

## 6. CONTRACTOR FACILITY AND EQUIPMENT

The contractor shall comply with *CMS 42 CFR Parts 405, 410, 412 et al. Medicare and Medicaid Programs; Conditions for Coverage for End-Stage Renal Disease Facilities; Final Rule*, and implement all future revisions to the CMS Conditions for Coverage measures at no cost to the Government. The contractor's dialysis facilities are required to be CMS Medicare Program certified and comply with all applicable certification standards and levels of care delivered. Upon written request by the Contracting Officer's Representative (COR) or Contracting Officer, the contractor shall provide a copy of all applicable permits, licenses, and other facility documents.

In compliance with *CMS 42 CFR Parts 405, 410, 412 et al. Medicare and Medicaid Programs; Conditions for Coverage for End-Stage Renal Disease Facilities; Final Rule*, the contractor shall provide and maintain all dialysis equipment. Water purity testing must meet the standards of the most current guidelines cited by the Association for the Advancement of Medical Instrumentation.

The contractor shall notify the designated VA personnel, COR, and Contracting Officer within 10 business days of notification of adverse action by the CMS Medicare Program or its external monitoring agency to include exclusion from participation from the Medicare program, Medicaid program, and other federal programs by the contractor, its agents, employees, assigns or successors.

Veterans shall not be sent to facilities that are not CMS Medicare Program certified and claims shall not be paid to contractors that attempt to, or furnish, services in non-CMS Medicare Program certified facilities.

The contractor shall use the facility listing to add or remove facilities, or make changes to existing facilities. The information provided will be updated in the VA system monthly. The process for facility changes is outlined below.

The contractor may request to add facilities to the contract. Contractor requests shall be sent via email to the Contracting Officer's Representative, Calvin Dailey, at [calvin.dailey@va.gov](mailto:calvin.dailey@va.gov) with a courtesy copy to the Contracting Officer, Julia Trautman, at [julia.trautman@va.gov](mailto:julia.trautman@va.gov). The contractor shall identify any additions or changes that require immediate attention. If the changes need to be communicated to a particular VAMC prior to the monthly update, the Central Business Office (CBO) will provide the information to the appropriate point of contact.

The request shall include the following information, depending on the type of change:

**Additions:**

- A. Name and address of the facility
- B. Applicable VISN
- C. Submit a signed attestation statement (see Attachment 3)
- D. Complete and attach the facility listing

**Changes in Facility Information:**

- A. Identification of the applicable facility
- B. New information
- C. Complete and attach the facility listing
- D. Statement that CMS Medicare Program certification is valid and still current with the changes

**Removal:**

- A. Identification of the facility
- B. Brief description of the reason for removal

The Government will send the contractor a response indicating the facility has been included with the effective date of its inclusion.

**7. CONTRACTOR QUALITY ASSURANCE, QUALITY CONTROL, AND CONTINUAL QUALITY IMPROVEMENT**

The contractor shall maintain, implement, and document a Quality Assurance, Quality Control, and Continual Quality Improvement program. The contractor's program shall require the contractor to achieve measurable improvements using appropriate performance measures (identified in the Quality Assurance Surveillance Plan (QASP), Attachment 1). The contractor shall continuously monitor its actions and performance and take actions that result in performance improvements over time. (See Contractor's Quality Control Plan in Attachment 5.)

**8. CUSTOMER SERVICE AND VETERAN SAFETY**

- A. **Veteran Complaints:** The contractor shall supply each Veteran receiving contracted services with a copy of Patient Rights and Responsibilities that are consistent with or identical to the applicable provisions of the VA's Patient's [Veteran's] Rights and Responsibilities located at <http://www.patientadvocate.va.gov/rights.asp>. The contractor shall resolve all validated complaints and shall notify the designated VA personnel within one business

day of any Veteran complaint filed with the local ESRD network.

- B. Veteran Clinical Safety Event Notification:** The contractor shall notify the designated VA personnel and the COR telephonically immediately after the contractor receives formal notice of, becomes aware of, or provides consideration of any Veteran safety event (i.e., adverse events, sentinel events, close calls, death of a Veteran in a contractor facility, and intentional unsafe acts) as defined in the Veterans Health Administration (VHA) National Patient Safety Improvement Handbook, VHA Handbook 1050.1 at [http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=2389](http://vaww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2389).
- C. Patient Safety Alerts:** The contractor will be notified of Patient Safety Alerts and Patient Safety Advisories by the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall respond to the Contracting Office r or the COR that they have received and read the documents by the time-frame allowed by the Safety Alert. The contractor shall be in compliance with Actions in Patient Safety Alerts and with Recommendations contained in VHA Patient Safety Advisories, or provide a plan to the Contracting Officer and COR to implement equivalent or higher levels of safety than provided by the recommendations in the Alert by the required date in the alert. The contractor shall, by the action due dates, notify the Contracting Officer or the COR of the completion of the Actions or Recommendations.
- D. Adverse Administrative Events/Reportable Administrative Events:** The contractor shall notify the designated VA personnel, COR, and Contracting Officer in writing and include information detailing the reasons for and circumstances related to the loss or adverse impact, in accordance with CMS Medicare Program reporting. The notification should be provided as soon as possible but no later than 10 business days after the contractor receives formal notice of, becomes aware of, or provides consideration of any of the following:
1. Any action affecting the certification of the dialysis facility by CMS Medicare Program as a certified CMS Medicare Program provider of dialysis services to Veterans, or any other action affecting any of the dialysis facility's federal or state licenses, certification or accreditation;
  2. Any investigations by the CMS Medicare Program into the business and/or billing practices of the dialysis facility;
  3. Any other actual or threatened legal or Governmental investigation, incident, claim, action, suit, or proceeding against the dialysis facility, which would impact the dialysis facility's ability to carry out its duties and obligations under this contract;
  4. Exclusion from the CMS Medicare Program of any individuals employed by, or contracted with, the dialysis facility for the provision of ESRD services;
  5. Revocation of required federal or state licenses of any individuals employed by, or contracted with, the dialysis facility for the provision of ESRD services;
  6. The lapse, for any reason, of the dialysis facility's medical malpractice insurance coverage.

The contractor shall immediately remove the offending provider from the provider list. A provider so removed may not be utilized by the contractor unless and until the COR provides written approval. The contractor may submit a request with supporting rationale for the re-listing of such provider. The contractor shall act to

coordinate transfers or other care transitions for patients under the care of the de-listed provider, subject to the approval of the COR to minimize, to the maximum extent possible, the impact on the patient.

- E. **Medically Appropriate Care:** In accordance with CMS Medicare Program guidelines, the contractor's delivery of care to Veterans shall be in a manner that maximizes patient outcomes. Delivered care shall be Veteran centered and individually focused and tailored to the goals stated in the Veterans' care plans. Contractor services shall be delivered in accordance with medically accepted professional standards and practices of care. Care delivered to Veterans shall meet or exceed the standard of care delivered to non-VA patients. VA medical personnel maintain the right to render final determination for any care delivered outside of medically accepted professional standards and practices of care.

## 9. DIAGNOSTIC TESTING, PRESCRIPTIONS, AND OTHER VETERAN PREVENTATIVE CARE SERVICES

**Miscellaneous and Emergency Testing:** If a Veteran requires hospitalization, specialized tests, and/or consultation for any medical, surgical, and/or rehabilitation problem that may occur during the performance of this contract, the contractor shall transfer the Veteran's care to the referring VAMC. In emergent situations, the Veteran must be immediately referred to the closest medical facility able to deliver the level of care required. VA must be notified within 72 hours of such occurrence. Questions regarding elective procedures should be directed to the designated VA personnel or the Veteran's VA primary care physician.

- A. **Diagnostic Tests:** These tests include but are not limited to electro-cardiograms, x-rays, or echocardiograms. They will be sent to and performed at the referring VAMC except in emergent situations. The contractor shall notify the designated VA personnel within 72 hours of Veteran emergent situations requiring diagnostic testing.
- B. **Prescriptions:** All routine medications not stipulated to be provided by the contractor in the bundled payment for dialysis treatment will be filled by the local VA Pharmacy unless alternative guidance is provided to the Veteran by VA. Routine medications prescribed will follow the VA formulary referenced at: <http://www.pbm.va.gov/NationalFormulary.aspx>. Questions regarding non-formulary medications may be referred to designated VA personnel for assistance with approval, authorization, or appropriate substitution.
- C. **Dialysis Access:** Access related issues shall be referred to the designated VA personnel for assistance. VA available resources must be utilized whenever possible. VA will authorize utilization of community resources if it is determined that VA services (vascular surgery or interventional radiology) for Veteran dialysis access intervention is not available. In addition, VA will authorize the use of community resources if lack of VA emergency services threatens access. Authorizations shall be obtained before the care is delivered except in emergent situations.
- D. **Transplant Candidates:** All Veterans should be reviewed for transplant candidacy by the contractor's nephrologist. Veterans who have been identified as potential transplant candidates by either the contractor or the referring VA nephrologist should be directed back to the referring VAMC for transplant evaluation if the Veteran wishes to be considered for a transplant at a VA transplant center.

## 10. TRAINING AND PAYMENT FOR HOME DIALYSIS MODALITIES

The contractor shall comply with CMS Medicare Program standards as described in the CMS Benefit Policy Manual, Chapter 11, Section 50.6 Coverage of Home Dialysis Support Services, <http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/bp102c11.pdf>.

## 11. BILLING

For purposes of this PWS, “claim” is defined as an invoice for services rendered in accordance with the terms of the contract. Claims shall be submitted by the contractor to VA on a monthly basis in arrears.

- A. **Standard Billing:** The contractor shall submit invoices in the form of health care claims to VA for payment of services. The health care claims shall be submitted via Health Insurance Portability and Accountability Act (HIPAA) compliant Electronic Data Interchange (EDI) transactions sent through VA’s designated clearinghouse within 180 days of service date. Medical claims shall contain the Payer ID for the VA Purchased Care Program, which is VAFSC. Onboarding activities will be coordinated through the CBO Purchased Care EDI Team, who may be contacted via email at [CBOPCEDITeam@va.gov](mailto:CBOPCEDITeam@va.gov). National Provider Identifiers (NPI) are required to be submitted as described on the claims forms.
- B. **Timely Filing:** The contractor shall submit complete claims for services within 180 days of the date of service. Claims filed after this time period shall not be processed for payment by VA and deemed abandoned by the contractor thus not payable.
- C. **Appropriate Billing Requirements:** The contractor shall bill the VA utilizing the current CMS Medicare Program guidelines for separate line item billing as contained in Chapters 8 and 25 of the Medicare Claims Processing Manual. The contractor will be reimbursed according to current CMS Medicare Program billing guidelines at the applicable percentages found in A.2, Schedule of Services.
- D. **Denied Claims/Resubmissions:** Denied claims must be resubmitted within 90 calendar days from the date of the denial of the claims.
- E. **Required revenue codes:** In addition to appropriate Current Procedural Terminology (CPT) codes, the contractor shall utilize the appropriate revenue code and, when applicable, condition codes in FL 42 of the UB 04 per current CMS Medicare Program guidelines.

Category of Care	Definition/Description	CPT	Revenue Code
Center-Based Hemodialysis	In center based Hemodialysis, includes short daily and nocturnal dialysis	90999	821, 881*
Center-Based Hemodialysis Transient	In center based Hemodialysis in a location that is different than the facility issued in original authorization	90999	821
Home-Based Hemodialysis	Home Hemodialysis, includes short daily and nocturnal dialysis	90999	821
Peritoneal Dialysis	Peritoneal dialysis	90999	831
Peritoneal Dialysis	CAPD outpatient or home and CCPD continuous cycling, peritoneal outpatient or home	90999	841 or 851
Training for Home-Based Modalities	Training for home Hemodialysis and peritoneal dialysis	90999	821, 831, 841, 851

\*881 is the revenue code for ultrafiltration only.

See section three, Usual and Customary Treatments, for descriptions of treatments provided.

The contractor shall not be reimbursed for any test or medical services that are not identified in the authorization. The contractor shall follow current CMS Medicare Program guidelines for treatment. If the CMS Medicare Program changes their guidelines for treatment as well as additional services, the contractor shall adopt and implement such guidelines.

The CMS Medicare Program guidelines shall be followed for separate line item billing. Only the ESRD prospective payment system for CMS Medicare Program outpatient ESRD facilities will be accepted. The VA has elected not to make payment adjustments during the remainder of the 4-year transition period. The VA will fully implement the Medicare ESRD PPS immediately upon contract award. Guidance is available on the CMS website (<http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/ESRDpayment/index.html?redirect=/ESRDPayment/>) and should be referenced for VA pricing.

- F. **Billing for Transient Dialysis Services:** Transient treatments (as defined in Section 4) will be billed at the contract rate applicable to the transient treatment facility location. Prior to the expiration of the Veteran's 30 day period, the Veteran shall be transferred back to their home community dialysis facility, as the billing authorization and transient period have expired. Transient dialysis services require a separate VA generated authorization. The new authorization number must be placed on the claim/billing forms submitted to VA.
- G. **Billing for Incomplete Treatments:** If a dialysis treatment is started, (i.e., a Veteran is connected to the machine and a dialyzer and blood lines are used), but the treatment is not completed for some unforeseen but valid reason, as determined by the VA, the contractor shall be paid based on the full per treatment price. This should be a rare occurrence and must be fully documented on the billing statement to the VA. This event must also be fully documented by the contractor in the Veteran's medical record.

- H. **Billing for No Shows:** If a facility sets up in preparation for a dialysis treatment but the treatment is never started, (i.e., the Veteran never arrives), there shall be no service claim or other fee claimed by the contractor for those intended services and there will be no payment or penalty fee paid by the Government. Additionally, the contractor shall not bill the Veteran and/or the Veteran's other insurance (if applicable) for these services.
- I. **Billing the Veteran:** Under no circumstances shall the contractor ever seek any monetary recompense from a Veteran for services provided under this contract. The VA help desk phone will be answered by staff members who will assist the contractor in resolving any issues that arise.

## 12. CLAIM STATUS

The contractor may check the status of their claim submission, Electronic Funds Transfer (EFT) or payment status and explanation of benefits status through a secure web portal. The contractor shall provide requisite security information when they sign up for access to the VA web provider portal, which allows the contractor to view authorizations and explanations of benefits. The contractor will also be provided VA's help desk toll free number for claims and code inquiries. The help desk phone will be answered by staff members who will assist the contractor in resolving any issues that arise.

## 13. CLAIMS APPEAL PROCESS

For any authorized services, for which the contractor claims have been denied or not approved in their entirety, the contractor may appeal to the Contracting Officer within 180 days of the denial of the claim (reference FAR 52.233-1, Disputes).

## 14. MEDICAL RECORDS STORAGE, PRIVACY OF HEALTH RECORDS, AND ACCESS TO AUTOMATIC DATA PROCESSING (ADP) FILES

- A. **Electronic Files:** In the performance of official duties, contractor employees and any agents with regular access to printed and electronic files containing sensitive Veteran data shall protect that information under the provisions of the Privacy Act of 1974 (5 USC 552a) and other applicable laws, federal regulations, VA statutes and policies.

The contractor employees and any agents are responsible for protecting that data from unauthorized release or from loss, alteration, or unauthorized deletion.

Applicable contractor employees and agents shall sign a contractor-generated computer access agreement, which shall specify adherence to the applicable regulations and instructions regarding access to computerized files and release of access codes.

- B. **HIPAA Compliance:** The contractor and any agents shall adhere to the provisions of Public Law 104-191, HIPAA of 1996. This includes both Privacy and Security Rules published by the Department of Health and Human Services (HHS). As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities. The covered entity component of VA is the VHA.

All contractors and health care practitioners, who provide billable health care services to the VHA, shall obtain a NPI as required by the HIPAA National Provider Identifier Final Rule, administered by the CMS. This rule establishes assignment of a 10-digit numeric identifier for health care practitioners, intended to replace the many identifiers currently assigned by various health plans. Each facility needs only one NPI, valid for all employers

and health plans. The NPI may be obtained via a secure website at: <https://nppes.cms.hhs.gov/NPPES>. The contractor shall also designate its specialties/subspecialties by means of Taxonomy Codes on the NPI application. The contractor shall provide the NPI numbers of all providers on the medical claim for payment.

- C. **Records Storage Requirement:** The contractor shall comply with all relevant state, federal (CMS), VA, and HIPAA laws regarding record storage requirements. Unless prohibited by federal statutes, at the conclusion of this contract and if by the order of VA, the contractor shall purge and/or destroy any VA Personal Health Information (PHI) from their systems by first rendering it unreadable and then completely destroying the information from the hard drive and any other storage devices. Information on tapes, paper documents or other media shall be destroyed by the process specified above, or by shredding. A certificate of destruction shall be provided to the COR to attest to the complete destruction and statement of the method used.
- D. **Handling and Storing of VA Data by Contractors and Agents:** The contractor is responsible for ensuring that their employees and agents safeguard sensitive Veteran information in accordance with VHA policies in effect during the contract period. Those policies may be found in the VA Handbook 6500.6 and are located at [http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=471&FTYPE=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=471&FTYPE=2).
- E. **Release of Information:** In responding to a Veteran's request that copies of the Veteran records be released to a third party, the contractor shall direct the Veteran to the referring VAMC for release of the records. Upon request, the contractor shall provide the Veteran with a blank VA Form 5345, Request for and Consent to Release the Medical Records Protected by 38 U.S.C. § 7332, or other form furnished by the VA.
- F. **Nondisclosure of Information:** The contractor shall ensure the confidentiality of all Veteran medical records. Information contained in these records may not be disclosed to any person or agency, except pursuant to a written request and with the prior written consent of the Veteran to whom the records pertain, as long as such requests are consistent with applicable federal laws, regulations, and/or policies. However, this obligation shall not prevent the disclosure of Veteran medical records pursuant to federal law to officials and employees of departments and agencies of the United States Government acting in the performance of their official duties. This includes: officials and employees of local and state governments; agencies in the performance of their official duties pursuant to laws and regulations governing the local control of communicable diseases, preventive medicine, and safety programs, child/spouse/elder abuse or neglect programs, or other public health and welfare programs; official representatives of authorized surveying bodies during the conduct of certification and accreditation reviews; or third party payers to whom the Veteran has authorized release of information.

All such requests for disclosure of information shall be submitted and processed through the applicable VA Freedom of Information Act Office/Release of Information Office. Complete administrative control of Veterans remains with the Government.

All records shall be maintained in accordance with referring VAMC guidelines. All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the contractor during the performance of this contract is considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data or information shall not be released, nor legal rights claimed, by the contractor without prior written consent of the COR and Contracting Officer. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract will be subject to review and approval by the COR and Contracting Officer before publication or dissemination.

## **15. MEDICAL RECORD REQUIREMENTS**

An acceptable medical record storage policy shall be established by the contractor for ease of retrieval and communication of a Veteran's clinical information. The contractor's practices to safe-guard the Veteran's secure medical information must be established in accordance with the current Federal HIPAA requirements, CMS' conditions for coverage, and any applicable VA regulation or requirement. The contractor, its employees, and agents who, in the course of contractor responsibilities, have reason to see/handle the Veteran's PHI are required to complete applicable VA online privacy training located at <https://www.tms.va.gov>. Employee VA privacy training certificates shall be maintained and kept current by the contractor and shall be available for periodic audit inspection and verification by designated VA personnel, the COR, and Contracting Officer. The contractor shall provide an attestation statement and listing of employees and agents that have completed the required training and a certificate of completion shall be maintained in the employee file.

The contractor shall create medical record documentation for each episode of care with the Veteran that is to be billed to VA. Content of the medical record documentation shall be in accordance with all applicable CMS Medicare Program guidelines relating to the provision of dialysis services at the time the service is rendered. The CMS Medicare Program guidelines current at the time of the encounter must be followed. Upon request by VA, the contractor shall provide the Veteran's summary medical records. Required information may include lab data, outcome data, medication list, social work, nutrition summary, and the nephrologist's progress notes. Additional documentation may also be required. Records created by the contractor in the course of treating Veterans under this agreement are the property of the contractor and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The contractor shall be responsible for Veterans' records under its control and shall ensure that Veterans' privacy and confidentiality is maintained.

The contractor shall provide health care to Veterans seeking care from or through the VA in the performance of this contract. As such, the contractor is considered part of the department health activity for purposes of the following statutes, and the VA regulations implementing these statutes: Privacy Act, 5 U.S.C. section 552a, and 38 U.S.C. sections 5701, 7705, and 7332. The contractor, its employees and agents may have access to Veteran medical records to the extent necessary for the contractor to perform this contract, notwithstanding Veteran treatment records only pursuant to explicit disclosure authority from VA. The contractor, its employees, and agents are subject to the penalties and liabilities provided in the statutes and regulations mentioned in this paragraph for unauthorized disclosures of such records and their contents. Upon expiration or termination of the contract, or at the VA's request, the contractor shall promptly provide VA with copies of the individually identified Veteran treatment records. VA has unrestricted access to the records generated by the contractor pursuant to this contract.

## **16. ELECTRONIC MEDICAL RECORD EXCHANGE**

At this time, VA cannot accept electronic placement of information directly into the patient medical record from external providers. VA is, however, currently able to accept the medical records through secure electronic submissions.

## **17. DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF THE INSPECTOR GENERAL**

The contractor shall ensure that their employees and agents, providing services under the contract, have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding Federal health care programs. During the performance of this contract, the contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities located at: <http://exclusions.oig.hhs.gov>.

## 18. VA DESIGNATED PERSONNEL AND RESPONSIBILITIES

The VA designated personnel list will be provided to the contractor after award. The list will be updated as necessary throughout the period of performance.

- A. **VA COR:** The COR is responsible for technical administration of the contract and will ensure proper Government surveillance of the contractor's performance. The COR will keep a quality assurance file. The COR is not empowered to make any contractual obligations or to authorize any contractual changes on the Government's behalf.
- B. **VAMC Coordinator:** The VA will designate a coordinator(s) to be responsible for communication with each of the contractor's facilities. The VA will also assign a qualified clinical provider who is responsible to assist in the selection of a suitable modality and dialysis setting for each Veteran, address dialysis related clinical concerns raised by the Veteran, other VA provider, or vendor, and who will assist in the coordination of care back at VA should hospitalization, specialized tests, and/or consultation for any medical, surgical, and/or rehabilitation problem be required.

## 19. CONTRACTOR DESIGNATED PERSONNEL AND RESPONSIBILITIES

Upon contract award the contractor shall provide a personnel list designating individuals to the positions listed below and include the following: name, position, and contact information.

- A. **Contract Administrator:** The contractor shall designate a contract administrator(s) to handle contractual matters and serve as a business liaison. The assigned Contract Administrator shall be listed in Section B.1, 1a of this contract.
- B. **Contractor Coordinator:** The contractor shall designate a coordinator(s) for each contracted facility. It is allowable for the Contractor Coordinator to oversee more than one facility, and those assignments shall be provided to the VA. The Contractor Coordinator(s) shall be responsible for communication with the VAMC designated point of contact. Upon reassignment or changes of the facility coordinator(s), the contractor shall notify the VA as soon as possible. The assigned Contractor Coordinator(s) shall be listed in the facility list.
- C. **Nephrologist:** The contractor shall designate a nephrologist or team of nephrologists responsible for the care of each authorized Veteran to enhance continuity of care for the Veteran and communication with VA. The assigned nephrologist shall be listed in the facility list.

## 20. AUDIT OF CONTRACTOR

The VA reserves the rights to review, inspect, or otherwise audit contractor facilities and/or records (to include Veteran records) at all reasonable times. This is to ensure appropriate medical provision of services and supervision of Veterans, and that the contractor is adhering to the contract requirements.

## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	CENTRAL CONTRACTOR REGISTRATION	AUG 2012
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES ALTERNATIVE (DEC 1991)	JUL 2002
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2012

#### 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 52.214-4 as an addendum to this contract:

(End of Clause)

### 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 contract through current period of performance end date.

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

(c) 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 \$130.00, 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 \$150,000.00;

(2) Any order for a combination of items in excess of \$300,000.00; or

(3) A series of orders from the same ordering office within one (1) day 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 day 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 contract period of performance end date.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

**C.7 52.222-49 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989) (TAILORED)**

This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: the US, District of Columbia, Puerto Rico, Guam, US Virgin Islands, American Samoa, Commonwealth of N. Marian Islands. The contractor is responsible for wage determinations for all places or areas of performance. These determinations may be found at <http://www.wdol.gov/>.

\*\* Please refer to this website <http://www.wdol.gov/sca.aspx> for all wage determinations for all applicable areas.

(End of Clause)

**C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

**C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.10 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**C.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 all states covering all areas of the contract. 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 ALTERNATE SECURITY LANGUAGE IN LIEU OF UPDATED VAAR DATA SECURITY CLAUSE**

**VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

Individually identifiable health information (IIHI) or Personal Health Information (PHI) disclosed by VA to contractors, contractor personnel, subcontractors, and subcontractor personnel shall become the property of the Contractor and is no longer considered VA information. IIHI or PHI will only be disclosed provided appropriate legal authority exists authorizing disclosure. The contractor shall be subject to Federal laws, regulations, and standards regarding information and information system security applicable to a Covered Entity under the HIPAA Privacy and Security Rules. PHI that was formerly VA sensitive information shall be subject to additional restrictions as outlined below.

Information and PHI related to services provided to Veterans or their beneficiaries under this contract must be located only in those jurisdictions subject to the laws of the U.S. If such PHI is proposed to be maintained abroad, the contractor/subcontractor must state where all non-U.S. PHI is maintained and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Data location within the U.S. may be an evaluation factor.

(End of Clause)

**C.14 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

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

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

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

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

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

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

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

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

- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.15 MANDATORY WRITTEN DISCLOSURES**

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

(End of Clause)

### **C.16 POST-AWARD CONFERENCE**

A post-award conference will be held at a time and place (or means) to be determined after award, unless waived by the Contracting Officer. This conference will take place prior to the period of performance beginning date; therefore the contractor shall not commence performance under this contract until notified to do so by the Contracting Officer.

(End of Clause)

### **C.17 GUARANTEED MINIMUM AND CONTRACT MAXIMUM (MULTIPLE AWARD)**

The guaranteed minimum for each contract awarded against solicitation VA-791-13-R-0019 (inclusive of all awarded options) is \$10,000.00, provided contractor performance evaluation ratings are maintained at satisfactory or higher.

The maximum total ceiling price of all contracts awarded against this solicitation, combined for the base and all option periods, is \$3,035,000,000.00.

(End of Clause)

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

- Attachment 1      Quality Assurance Surveillance Plan
- Attachment 2      Facility List
- Attachment 3      Attestation Statement
- Attachment 4      VAMC Points of Contact
- Attachment 5      Contractor's Quality Control Plan