

PERFORMANCE WORK STATEMENT (PWS) – TRANSITIONAL HOUSING SERVICES, SALISBURY VA MEDICAL CENTER

1. DESCRIPTION

The Department of Veterans Affairs Medical Center and the W.G. Bill Hefner VA Medical Center provides diagnostic and therapeutic services in medicine, surgery, rehabilitation medicine, psychiatry, and skilled nursing home care. This facility also provides homeless support services to those Veterans requiring resources to aid them in the procurement of permanent housing. The Contractor shall furnish transitional housing for the beneficiaries of the Department of Veterans Affairs Medical Center (VAMC) and the W.G. Bill Hefner VA Medical Center (VA). Failure to provide ongoing transitional housing, may result in unfavorable contract performance evaluation which may result in contract termination.

The contract facility will be located within the Salisbury community or within a 50-mile radius of the Salisbury WG Bill Hefner VA Medical Center and/or a 25-mile radius of the Charlotte and Kernersville VA Health Care Centers (HCC).

The contract facility must have a current occupancy permit or license required by the authority having jurisdiction.

The Contractor shall provide temporary residential housing to include but not limited to, beds, restroom, bathrooms, kitchen facilities, and related furnishings. Adequate safety and security measures in accordance with VA standards and in conformance with state and local safety and health codes as outlined in 38 CFR, Section 17.53b <http://vaww.ceosh.med.va.gov>, shall be in place in order to provide optimum safety for Veterans. The Contractor will provide food at a minimum of three balanced meals daily and healthy snacks daily to each Veteran. The Contractor will provide personal hygiene items, first aid supplies, and lockable storage. The Contractor shall provide services to beneficiaries for whom such care is specifically authorized by the Department of Veterans Affairs Medical Center herein after referred to as the VA. The Contractor shall provide to the VA, housing and supportive services for homeless Veterans in accordance with all terms and conditions, provisions and requirements listed herein for the sum listed above. This rate is inclusive of all services as may be necessary in the treatment of the Veteran. Unless specifically excluded in this contract, the per diem rate established will include the services listed in this document and will also include all services normally provided other patients by the facility without extra charge.

The Contractor shall furnish services to beneficiaries from whom such care is specifically authorized by the VA Salisbury. It is understood that the type of Veterans to be cared for under this contract will normally require care and services over and above the level of room and board.

The Contractor will serve Veterans who meet the following definition of homelessness:

- a) An individual who lacks a fixed, regular, and adequate nighttime residence

- b) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- c) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

Veterans may also meet any of the following criteria:

- a) Homeless Veterans that are diagnosed with ongoing Mental Illnesses such as: Depression, Bipolar, Schizophrenia, Post Traumatic Stress Disorder (PTSD), and/ or Substance Use Disorder.
- b) Veterans discharged from the Military on or after September 11, 2001 and served in a theatre of operation or an area of conflict where the Veteran received hazardous duty pay and/or war of duty pay.

2. REQUIREMENTS

The number of beds required will range from 5 to 20. These can be at one facility or spread out over several facilities. The facility will serve a minimum of 5 and a maximum of 20 Veterans at one location.

The Contractor shall furnish each Veteran authorized care under this contract with the following basic services:

- a) Room and Board to include a bed and lockable furnishings such as a dresser, lockable storage, and personal linens (towels and bed sheets).
- b) Meals -including at least three nutritionally adequate meals a day, seven days a week and availability of nutritious snacks between meals and at bedtime for those requiring or desiring additional food, when it is not medically contraindicated by the Veteran's Primary Care Physician. Contractor will be required to accommodate Veterans dietary restrictions when medically indicated. Contractor will adhere to nutritional guidelines outlined by consulting VA Dietician.
- c) Laundry facilities for residents to do their own laundry or to have laundry done.
- d) Therapeutic and Rehabilitative Services determined to be needed by the individual Veteran in a Person-Centered Treatment Plan developed by the Veteran and the Contractor with input from the VA Liaison/COR.
 - i. The Contractor shall conduct treatment and discharge planning reflecting a team assessment of health, social and vocational needs and the involvement of Veterans and appropriate community resources in resolving problems and setting goals.

ii. The Person-Centered Treatment Plan will encompass the following elements:

- 1). Strengths,
- 2). Needs,
- 3). Referrals that are beyond the scope of the established program, and
- 4). The signature of the Case Manager and the Veteran.

The treatment plan goals should address the areas of housing, mental health, health/medical, social, and vocational and/or any additional personal goals. The treatment plan goals should be clear, specific, measurable, individualized, and should identify the specific objectives, methods, and the responsible person to complete each goal. The plan should be completed within five business days of Veteran's admission to the program with monthly reviews and/or updates. Weekly progress notes should specify the Veteran's progress towards treatment plan goals. Treatment Plans should reflect Recovery Model focus and approach.

- e) Structured group activities, including physical and recreational activities as appropriate.
- f) Instruction in and assistance with health and personal hygiene.
- g) Monitoring of medications to include the following: locked storage for medications, Medication Administration Records with Veteran and staff signatures, and weekly medication checks conducted by staff.
- h) Supportive social services, in collaboration with the VA Liaison/COR, or other contract/community resources.
- i) Assistance in learning and development of responsible living patterns to achieve a more adaptive level of psychosocial functioning, upgraded social skills, and improved personal relationships.
- j) Support for an alcohol/drug abuse free lifestyle by maintaining a drug and alcohol-free environment with-random UDS testing and breathalyzer testing at least twice a month.
- k) Assistance with arranging transportation to treatment plan related appointments, such as care at the VA Medical Center and/or outside VA Choice Providers as appropriate.
- l) Assistance with securing income through the establishment of competitive employment or by referral to Social Security and/or the Veteran Benefits Administrations, Health Care for Homeless Veterans (HCHV) Employment Services and/or community employment resources
- m) Assistance in and/or referral to individual professional counseling, including counseling on self-care skills, adaptive coping skills, and vocational rehabilitation counseling.
- n) Assistance in budget counseling and money management. Progress here is to be documented in monthly treatment plan and weekly case notes.

- o) Assistance in securing permanent housing or housing that appropriately meet the needs of the Veteran post discharge. Progress here to be documented in monthly treatment plan and weekly case notes.
- p) Although rules are kept simple and demands on the Veterans low, staff at the facility shall stay continuously engaged with the Veterans. Regular biweekly room/bed checks shall occur with a strong focus on maintaining a safe environment that promotes the well-being of all Veterans.
- q) The Contractor shall work towards discharge planning upon admission and this planning effort should be reflected in the Person-Centered Treatment Plan.
- r) The Veteran shall be referred to VA for inpatient residential services, intensive outpatient services, and/or the Contractor shall provide this service if licensed. If the Veteran remains in the Contractor's program following hospitalization, the treatment plan shall be amended to reflect any healthcare or treatment changes. The following treatment modalities may be utilized: Harm Reduction, the Recovery Model, Critical Time Intervention, Motivational Interviewing, Seeking Safety, and/or the Stages of Change.

The facility will not be used for detoxification or other hospital level treatment. Salisbury VAMC will serve as the treatment center.

3. PERSONNEL

- a) The Contractor will employ sufficient personnel to carry out the policies, responsibilities, and program requirements for the facility.
- b) Key personnel will be identified in the proposal and shall be considered key personnel essential for the successful completion of the work performed under the contract. The Contractor agrees that such personnel shall not be removed, diverted, or replaced from the work without notifying the VA Liaison/COR in writing.
- c) The Contractor should employ a combination of the following staff members:
 - i. A paraprofessional or administrative staff member of equivalent professional capability on duty on the premises or residing at the house and available for emergencies 24 hours a day, 7 days a week.
 - ii. A Bachelors level mental health professional (BA, BS, BSW etc.) to provide clinical case management to include engagement in mental health services, continuity of care, linkage to community resources, maintenance and expansion of social networks, collaboration with physicians and hospitals, advocacy, training in independent living skills, individual supportive counseling, crisis intervention and monitoring, budgeting skills, and Veteran life-skills groups. This staff member should have a minimum of three years' experience in providing services to mentally ill individuals with complex psychosocial stressors to include chronic homelessness and/or PTSD.

- iii. A Masters level licensed mental health and/or substance professional (LCSW, LPC, LCAS Clinical Psychologist etc.) to provide clinical case management services as listed in the Requirements section of this document. This staff member will be responsible for the initial intake assessment, Person Centered Treatment plans with monthly updates, discharge planning, and weekly individual sessions with Veterans. This staff member should have three years' experience in providing services to those with Severe and Persistent Mental Illness (SPMI) and /or Veteran specific issues including PTSD, Military Sexual Trauma (MST), combat related trauma and chronic homelessness.
- d) The Contractor shall train staff to provide a low-demand, trust-building environment. The environment shall be highly supportive, where Veterans can rest, feel safe and be subject to few demands.
- e) Staff shall be trained in providing flexible, respectful responses to infractions of rules.
- f) All Contractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - i. 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;
 - ii. Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - iii. Successfully complete the appropriate VA privacy training and annually complete required privacy training;
 - iv. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access
- g) The Contractor shall provide to the Contracting Officer and the VA Liaison/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. These online courses are located at the following web site: <https://www.tms.va.gov/plateau/user/login.jsp>. Detailed instructions on account setup will be provided to the successful offeror.
- h) 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.
- i) All Contractor personnel are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background on investigations commensurate with the level of access needed to perform the performance work statement and statement of work is: Low Risk National Agency Check with Inquires (NACI). The Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted

by the Office of Personnel Management (OPM) through the VA, the facility will pay for the investigation in advance. The cost of the investigation is \$267.00 per individual.

- j) In the event an individual has a reciprocal background investigation on file, the Contractor shall reimburse the VA facility \$27.00 per individual for processing of Special Agreement Checks (SAC) fingerprinting.

4. REFERRALS

- a) Salisbury VAMC will determine Veteran eligibility prior to admission. They shall provide the Contractor with a signed VA Release of Information (ROI) from the Veteran. The Contractor shall establish personnel authorized to complete the admission process when requests are made for services, even when Veteran admission occurs after normal business hours (Monday – Friday 8:00am-4:30pm).
- b) A centralized assessment form shall follow each admission authorization as soon as possible after completion by Clinical Staff. Before referring any patient, the VA shall have provided the contracted agency with a signed Release of Information (ROI) from the Veteran as well as a centralized assessment form, physical and laboratory studies, and confirmation of chronic mental illness by a VA staff, and confirmation of negative PPD (TB test).
- c) Orders, requests, or changes to admission status shall only be made by the HCHV VA Liaison/COR. The Contractor shall make no deviation and is responsible for providing direction to its staff regarding Veteran admissions.
- d) A list of authorized key personnel shall be made available to the VA Liaison/COR upon award of the contract. Employees may be added or deleted from the list during the term of the contract at the discretion of VAMC Salisbury. The VA Contracting Office shall be notified to such changes as they occur.
- e) Salisbury VAMC will furnish the Contractor with the USPEQ survey/website. The USPEQ survey will measure Veterans satisfaction at exit from program. Contractor will provide surveys for Veterans to complete upon exit from program and submit to VA in sealed envelope or allow Veteran to submit to HCHV Department at Salisbury VAMC.
- f) Salisbury VAMC will furnish the Contractor with a Residential Treatment Exit Form. This form will measure the following program outcomes: Housing, Employment/Income, and Clinical Improvements. The Contractor will complete the discharge form within 24 hours of a Veterans discharge from the residential program. The Contractor should file the discharge form and the agency's discharge summary in the Veteran's closed chart. A copy of the discharge form should be given to the VA Liaison/COR.

5. ABSENCES AND CANCELLATION

- a) The Contractor shall notify the authorizing VA of Veteran absences from the facility. Absences of the Veteran from the facility in excess of forty-eight (48) hours shall not be billed except

those with the prior approval of the VA Liaison/COR. Should a Veteran referred to a residential treatment facility, absent himself/herself in an unauthorized manner, payment for services for that Veteran to the Contractor would be continued for a maximum period of two days provided there is an active outreach attempt on the part of the Contractor to return the Veteran to the facility and a strong likelihood that the Veteran will return. Management of program dropout will be an element of quality assurance review of this program.

- b) It is understood that the beneficiary may be provided facility care at the expense of the VA for a period not to exceed of that stated in the length of treatment plan contracted, unless an extension of the authorization is provided by the VA.
- c) The VA reserves the right to remove any or all patients from the facility at any time without additional cost, when it is determined to be in the best interest of the VA or the patient.
- d) Length of stay at Contractor facilities will be initially authorized for up to four months, depending upon the needs of the Veteran as mutually determined by the Veteran, the Contractor staff, and VA HCHV Treatment Staff. An additional six months of contract supported residential treatment may be authorized by the VA Liaison/COR when funding is authorized.
- e) Extensions beyond the ten months may only be authorized for those Veterans who may be considered to be in "transition," or classified under OIF/OEF/OND, or Veteran families, or female Veterans as these Veterans may require longer-term intensive clinical treatment.
- f) It is understood that unoccupied placement is not reimbursable by the VA.
- g) Request for readmission shall be accessed and screened on an individual basis depending upon the needs of the Veteran as mutually determined by the Veteran, and the VA HCHV Screening Team.

6. CONDUCT

- a) The Contractor shall make available to the VA, documentary information deemed necessary by the VA to conduct utilization review audits for the mandated national evaluation study as required by the Section 2 of Public Law 100-6; <http://www.fas.org/sgp/crs/misc/RL34024.pdf> to verify quality of patient care for Veterans, to assure confidentiality of Veteran record information and to determine the completeness and accuracy of financial records.
- b) Contractor personnel shall complete annual VA TMS Training (HIPPA and VA Privacy) and other trainings recommended by VA Liaison/COR.
- c) The Contractor shall comply with the principles listed in 38 CFR 17.707(b) (http://edocket.access.gpo.gov/cfr_2002/julqtr/pdf/38cfr17.710.pdf) to provide housing and supportive services in a manner that is free from religious discrimination.

- d) The Contractor shall comply with the VA Patient Bill of Rights as set forth in the Code of Federal regulations, Section 17.34a, Title 38 (copy is available upon request).
- e) The Contractor shall develop written house rules that are simple, consistent and focus on the safety of Veterans. The rules shall be enforceable, relate to the living situation, and provide opportunities for engagement.
- f) The Contractor shall not charge Veterans any fee for care to include acceptance of cash, food stamps, or other public assistance. No exchange of monies or bartering between Contractor and Veterans shall occur.
- g) The following acts are not permissible by any Contractor Personnel:
 - i. Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctors' prescriptions which do not impair driver's driving ability) while on duty or reporting for duty while under the influence of alcohol, narcotics or controlled substances of any kind (excluding doctors' prescriptions which do not impair driver's driving ability).
 - ii. Utilizing aggressive communication styles, which is perceived to be intimidating, demeaning, and degrading to Veterans.
 - iii. Gambling in any form
 - iv. Carrying of pistols, firearms or concealed weapons
 - v. If smoking while on facility premises, this and other uses of tobacco will occur only in designated smoking areas
 - vi. Resorting to physical violence
 - vii. Spitting in prohibited places or any other unsanitary, offensive or insensitive practices or behavior.
 - viii. Use of loud, indecent or profane language and/or making threatening or obscene gestures toward customers or other employees.
 - ix. If transporting a Veteran, driver shall not stop for personal business. Driver shall not leave vehicle when it is occupied by a Veteran passenger. The driver shall not leave the vehicle with the key in the ignition at any time.
 - x. Engaging Veteran in a verbal confrontation in an attempt to settle a disagreement.
 - xi. Engaging in personal relationships with Veterans. Engaging in intimate physical relationships, personal friendships or avoidable dual relationships with Veterans is prohibited. Training on Ethics and Boundaries will be provided by VA upon request.
 - xii. Soliciting or accepting tips from Veterans, their family members, or others at any time.
 - xiii. Entertaining of unauthorized guests at the facility.

7. INCIDENT REPORTING

- a) The Contractor shall notify the authorizing VA facility immediately when a medical emergency occurs that requires hospitalization of a Veteran receiving care at VA expense. Veteran hospitalization beyond two days (48 hours) will require Contractor to consult with VA Liaison/COR about possible Veteran discharge.

- b) The Contractor shall notify the authorizing VA facility immediately of any incidents involving Veterans residing in the residential program. If the facility is co-located within a community based facility, incidents involving other residents, i.e., sentinel events leading up to or resulting in casualties should be reported to the authorizing VA facility within 24 hours. The Contractor shall notify the VA Liaison/COR by telephone during the hours of 8:00am and 4:30pm. For all incidents that occur after normal business hours, the Contractor should notify the Administrator on Duty (AOD). The Contractor shall provide the VA Liaison/COR with a copy of the incident report within 24 hours. The Contractor shall maintain a copy of the incident report in the Veterans clinical chart.

8. CONFIDENTIALITY & DATA ENTRY

- a) It is agreed that the VA readily has access to all records concerning the Veteran's care in the facility. All clinical charts should be kept in a locked filing cabinet in a locked office area. Contractor facility staff should not utilize flash drives and/or any other removable devices to store Veterans personal identifying information. Veterans personal information/data should not be co-mingled with other non-Veteran information/data, (i.e., one computer system should be utilized to store Veteran only information and data.) The facility computer should be user name and password protected with Ctrl-Alt-Delete access and with a timed lock-out setting. The facilities hard drive that stores Veteran information should be encrypted with FIPS 140-2 compliance for encryption. All Veteran data should be backed up weekly on an external hard drive. The hard drive should be stored in a locked cabinet in a locked office. The C&A requirements do not apply and a Security Accreditation package is not required.
- b) It is expected that the Contractor participates and enters all Veterans into the local HMIS data entry system. The Homeless Management Information Systems (HMIS) are electronic repositories of client-level information collected over time about persons who experience homelessness within each community across the country. Each separate Continuum of Care (CoC) is affiliated with an HMIS project. Data collected in HMIS are typically entered by the homeless providers who provide shelter, housing, and other services to persons to help prevent or address homelessness; thus, HMIS are community data partnerships, frequently managed by the local CoC identified as the lead homeless planning body by the U.S. Department of Housing and Urban Development (HUD).
- c) HMIS are designed to facilitate case management, data collection, and performance assessment for local continuums and federal agencies. HMIS has been adopted by the VA and HUD as the official client data collection and management system for homeless providers to use to collect client-level data from persons who are homeless. HMIS is also a federal response to Congressional Directive to measure the extent and nature of homelessness and assess the effectiveness of homeless programs.
- d) The existing HMIS not only have funding and management structures already in place, but they have also been built upon federally-defined HMIS Data and Technical Standards which are closely aligned with the VA's homeless data collection needs. These HMIS standards ensure that HMIS implementations throughout the country meet baseline privacy, security, and functional requirements and that all systems consistently collect the data elements that the

federal government has determined are necessary to understand homelessness and measure the effectiveness of homeless programs. A copy of the HMIS admission and discharge paperwork should be filed in the Veterans clinical chart.

9. COMPLAINTS HANDLING

- a) The VA Liaison/COR shall monitor the service provided. The Contractor shall educate its staff and Veterans on its grievance procedures as well as its clients rights. The Contractor shall cooperate with the VA Liaison/COR in providing information and answering questions in a timely manner when requested. It is expected that the Contractor educate its staff and residents in its complaint procedures as specified in the HCHV Client Handbook.
- b) Contractor shall notify the VA Liaison/COR of all Veteran complaints within 24 hours. All complaints received directly by the VA Liaison/COR should be forwarded to the Contractor and shall be investigated promptly. After investigation and disposition, the Contractor shall respond to the VA Liaison/COR with a resolution within five (5) business days.

10. TRANSPORTATION

- a) The Contractor shall provide Veterans with transportation (at no additional cost to the Government) to and from care at the VAMC, community resource appointments (such as, the Department of Social Services, the Employment Security Commission, Social Security, Vocational Rehabilitation, the Veterans Service Office, etc.), community and/or non-VA treatment appointments.
- b) The Contractor shall provide Veterans with bus passes to access transportation if available and feasible in the local community. **If the Veteran is not medically able to utilize public transportation, the facility shall provide private transportation.** The Contractor's facility geographical location shall have ease of access to the local bus route (within one mile of facility).
- c) Transportation will be coordinated between the VAMC Salisbury and the Contractor for all scheduled admissions. If a Veteran requests homeless services after-hours, the Contractor will be responsible for transporting the Veteran from the Medical Center to the site once the Veteran has been determined eligible for admission.

11. CONTRACTOR FACILITY

- a) Facility shall be equipped with operational air conditioning /heating systems. In the event these systems are not operational for any reason, it is expected that the Contractor have the system repaired and operational within 5 business days. During extreme weather conditions if air conditioning or heating system cannot be repaired in 24 hours, alternate accommodations must be arranged.
- b) Facility shall be kept clean, free of dirt, grime, mold, clutter, and/or other hazardous substances and damage noticeably detracting from the overall appearance at all times.

- c) Facility shall be equipped with first aid kit, fire extinguishers fully charged and non-expired, fire/carbon alarms, and posted evacuation plans.
- d) Facility shall have windows and doors that can be opened and closed in accordance with manufacturer standards.
- e) Facility must secure all Veterans personal health information in a locked room and locked filing cabinet. Personal health information stored electronically must be in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- f) At the minimum, one bedroom, one bathroom as well as all common areas (dining areas, means of egress, etc.) shall meet Americans with Disabilities Act (ADA) requirements for accessibility.

12. FACILITY POLICY

- a) The facility agrees and warrants that it does not maintain nor provide dual or segregated patient facilities, which are segregated on the basis of race, creed, color, or national origin. The facility may neither require such segregated use by written or oral policies nor tolerate such use by local custom. The term "facilities" shall include but not limited to rooms, wards, sections, eating areas, drinking fountains, entrances, etc.
- b) The facility agrees to accept referral of and to provide all services specified in this contract for any person determined eligible by the VA Liaison/COR or her/his designee, regardless of race, color, religion, sex or national origin of persons for whom such services are ordered. In addition, the facility warrants that subcontracting will not be resorted to as a means of circumventing this provision.
- c) Facilities that house both male and female residents must demonstrate the safety of all residents is maintained at all times. This includes ensuring separate entrances, living quarters, and bathroom facilities. Facilities shall accommodate persons of all gender identities and persons with Certified Service Animals.
- d) It is agreed that duly authorized representatives of the VA will provide follow-up supervision visits to Veterans placed to assure the continuity of care and to assist in the Veteran's transition back into the community. It is understood that these visits do not substitute nor relieve the facility in any way of the responsibility for the daily care and treatment of the Veteran. Upon discharge or death of the Veteran, records on all VA beneficiaries will be retained by the facility for a period of at least three years following the termination of care.
- e) The facility will not accept food stamps or welfare from veterans.
- f) The facility warrants that all applicable fire laws are being complied with and there are no recommendations of fire officials which have not been resolved.

- g) The Contractor shall comply with the VA Patient's Bill of Rights as set forth in the Code of Federal regulations, Section 17.34a, Title 38 (copy is available upon request).
- h) The VA Liaison/COR in collaboration with the existing community homeless coalitions and networks, shall identify and refer all patients to the Contractor.
- i) All Veterans participating in the program shall meet HUD definition of homelessness, defined above.

13. INSPECTION AND ACCEPTANCE

- a) It is agreed that the VA will have the right to inspection of the Contractor Facility and all appurtenances by VA Liaison/COR or appointed representative(s) designated by the VA.
- b) Prior to the award of a contract, a multidisciplinary VA team consisting of a Licensed Mental Health Professional, Dietitian, Registered Nurse, a VA Police Officer, and a Facilities Management Safety Officer shall conduct a survey of the Contractor Facility. Contractor Facilities to be utilized will be restricted to community based facilities that provide food, shelter, and therapeutic services in a supportive environment.
- c) At the time of the initial inspection the following should be made accessible on site:
 - i. a 3-5-day food supply with the accompanying menu for least one week
 - ii. a mock clinical chart
 - iii. furnishings for Veterans
 - iv. residential facilities in compliance with the standards listed in this contract
- d) Contractor shall provide a written disaster plan that has been coordinated with the local emergency management entity. The disaster plan shall encompass natural and manmade disasters.
- e) The Contractor will be advised of the finding of the inspection team. If deficiencies are noted during any inspection, the facility will be given a reasonable time to notify the Contracting Officer and to ensure that the corrections have been completed. A contract will not be awarded until noted deficiencies have been resolved. The Contractor will have seven days from contract award date to become operational.
- f) The VA shall monitor the Contractor's program and inspect the Contractor's facility to ensure compliance with this contract. Any unsatisfactory conditions noted during an inspection of contract facility will be reported in writing to the VA Contracting Officer. If corrections are not made to the satisfaction of the VA, the Contracting Officer will consult with the appropriate officials so that suitable arrangements can be made to discharge, transfer Veterans, and/or to terminate the contract.
- g) Subsequent inspections of the Contractor Facilities must be made yearly by a multidisciplinary VA team (listed above) to assure the facility provides quality care in a safe environment. During these inspections, attention will be directed to the adequacy of Veterans' records to

ensure conformity to HCHV written policies and procedures, applicable state or local guidelines and/or applicable accrediting bodies (e.g., Commission on Accreditation of Rehabilitation Facilities (CARF) and/or The Joint Commission (TJC). Site visits will also include a spot check of records to ensure Contractor invoices accurately reflect the Veteran's length of stay. Veteran records should include the following documentation:

- i. Referral, screening and assessment forms
- ii. VA Release of Information
- iii. DD 214
- iv. Signed and dated residential contract
- v. Completed psychosocial assessment
- vi. Person Centered Treatment plan
- vii. Weekly individual and group progress notes
- viii. Copies of urine drug screens
- ix. Medication list with documentation of medication checks
- x. Budget plan
- xi. Alcoholic Anonymous (AA) / Narcotic Anonymous (NA) meeting and employment logs, if applicable
- xii. History and Physical
- xiii. TB testing or chest X-Ray

14. SAFETY

The VA Liaison/COR and/or appointed VA Inspection staff will inspect the facility for conformity to the current Life Safety Code and will focus on an assessment of the quality of life within the Contractor facilities, giving particular attention to the following factors:

- a) General observation of Veterans indicates they maintain an acceptable level of personal hygiene and grooming.
- b) The facility meets applicable fire, safety and sanitation standards in attractive surroundings conducive to social interaction and the fullest development of the Veteran's rehabilitative potential.
- c) In facilities that house both male and female Veterans, female Veterans have secure and safe entrances, living quarters, and separate bathroom facilities.
- d) The facility should be in a central location, near public transportation, and near areas, which provide employment.
- e) Appropriate organized activity programs during waking hours (including evenings) reflecting a high level of activity in the facility or in the linked facilities, for example individual professional counseling, physical activities, assistance with health and personal hygiene.
- f) There is evidence of facility-community interaction. This may be demonstrated by the nature of scheduled activities or by information about resident flow out of the facility, e.g., community activities, volunteers, local consumer services, etc.

- g) Staff behavior and interaction with Veterans convey an attitude of genuine concern, respect and caring. Verbal, physical, emotional, financial or sexual abuse of patients shall not be tolerated and may result in immediate termination of contract.
- h) Appetizing, nutritionally adequate meals are provided in a setting, which encourages social interaction and nutritious snacks between meals and at bedtime are available. The addition of nutritious snacks to the requirements for room and board is particularly indicated for homeless Veterans. Many are either undernourished or have developed poor eating habits or both, because of their chronic psychiatric disorder, including alcohol/drug abuse behaviors. The local VA Medical Center dietitian may consult with the initial inspection team and the team making subsequent assessments, in evaluating not only the printed menus but also the Veteran's satisfaction with meals and the actual consumption of food offered.
- i) Buildings used to house 16 or less occupants shall comply with the requirements in Chapter 26 of National Fire Protection Association (NFPA) Standard 101, Life Safety Code – 2012 edition. Buildings used to house 17 or more occupants shall comply with Chapter 29 of NFPA 101.
- j) Building safety features not addressed by NFPA 101 or a referenced publication shall be designed to comply with the latest edition of the International Building Code (IBC) currently using the 2012 edition and/or, applicable state code. (These codes could be used to determine items: structural strength, stability, sanitation, lighting, ventilation, and energy conservation).
- k) Any equivalencies or variances to VA requirements must be approved by the appropriate Veterans Health Administration Veterans Integrated Service Network (VISN) Director.
- l) Occupancy type of facility shall be determined by criteria outlined within Chapter 6 of NFPA 101 Life Safety Code 2012 edition.
- m) Portable fire extinguishers shall be installed, inspected, and maintained in accordance with NFPA 10 (incorporated by reference, *see* § 17.1).
- n) Compliance with existing standards of State safety codes and local, and/or State health and sanitation codes.
- o) The facility shall meet the requirements in section 33.7 of NFPA 101.

?## SPECIAL CONTRACT REQUIREMENTS

1. QUALITY ASSURANCE SURVEILLANCE PLAN

The Government intends to utilize a monthly Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to

avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the VA as necessary.

2. BILLING AND PAYMENT

The Contractor shall submit payment requests in electronic form via VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.) The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require Contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012. Invoices shall be submitted monthly, in arrears, and shall include at a minimum: Date of Invoice, Contract Number, Purchase Order Number, Vendor Name, Invoice Number, CLIN & Date of Service. All Contractors shall be registered as a vendor with the VA e-Invoicing System at time of award at <http://www.tungsten network.com/us/en/>

3. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

- a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of Veterans Affairs has implemented use of the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15
- b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state if the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at www.cpars.gov. The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.

- e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at www.cpars.gov. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection evaluations. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating, "No Comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.
- f) The following guidelines apply concerning your use of the past performance evaluation:
 - i. Protect the evaluation as "source selection information." After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the VA Liaison/COR or Contracting Officer for instructions.
 - ii. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - iii. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determination, production readiness reviews, or other similar purposes.
- g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the VA Liaison/COR no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

4. ORDERING INFORMATION

VA Liaison/COR will notify the Contractor prior to sending the Veteran to the Contractor Facility. The orders will be rotated evenly among all vendors if the facilities are filled to the maximum capacity. If all the facilities are not filled to the maximum capacity, the orders will be placed by the most efficient means of placing a Veteran in a location closest to the vicinity of the Veterans location and/or needs and the best value to the Government. However, the Government will guarantee each vendor at a minimum of five bed days a year.

5. CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity, or quality of performance of this contract.

The VA Liaison/COR shall be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.

In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

?## VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

1. GENERAL

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

2. VA INFORMATION CUSTODIAL LANGUAGE

- a) Information made available to the Contractor by VA for the performance or administration of this contract or information developed by the Contractor 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's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).
- b) VA information should not be co-mingled, if possible, with any other data on the Contractor's information systems or media storage systems to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the Contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of Contractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c) Prior to termination or completion of this contract, Contractor 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 must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d) The Contractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

- e) The Contractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f) If VA determines that the Contractor has violated any of the information, confidentiality, privacy, and/or security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g) If a VA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h) The Contractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i) The Contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j) Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the Contractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The Contractor must refer all requests for, demands for production of, or inquiries about VA information and information systems to the VA Contracting Officer for response.
- k) Notwithstanding the provision above, the Contractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the Contractor is in receipt of a court order or other requests for the above-mentioned information, that Contractor shall immediately refer such court orders or other requests to the VA Contracting Officer for response.

3. SECURITY INCIDENT INVESTIGATION

- a) The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor shall immediately notify the VA Liaison/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 has access.

- b) To the extent known by the Contractor, the Contractor'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 considers relevant.
- c) With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d) In instances of theft or break-in or other criminal activity, the Contractor 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 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 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.

4. LIQUIDATED DAMAGES FOR DATA BREACH

- a) Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor processes or maintains under this contract.
- b) The Contractor 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 SPI involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c) Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - i. nature of the event (loss, theft, unauthorized access)
 - ii. description of the event
 - iii. date of occurrence

- iv. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - v. number of individuals affected or potentially affected;
 - vi. names of individuals or groups affected or potentially affected;
 - vii. 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;
 - viii. amount of time the data has been out of VA control;
 - ix. the likelihood that the SPI will or has been compromised (made accessible to and usable by unauthorized persons);
 - x. known misuses of data containing SPI, if any;
 - xi. assessment of the potential harm to the affected individuals;
 - xii. data breach analysis as outlined in 6500.2 handbook, *Management of Security and Privacy Incidents*, as appropriate;
 - xiii. whether credit protection services may assist subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d) Based on the determinations of the independent risk analysis, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
- i. notification;
 - ii. one year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 - iii. data breach analysis;
 - iv. fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 - v. one year of identity theft insurance with \$20,000.00 coverage at \$0 deductible
- e) Necessary legal expenses incurred by the subjects of an SPI data breach, to repair falsified or damaged credit, are not included in the liquidated damages amount and will be handled as actual damages, which the Contractor should anticipate as among the costs of doing business, and should consider in developing its cost estimates.